

*Canopy Community  
Development District*

*Agenda*

*January 22, 2019*

# AGENDA

# *Canopy*

## *Community Development District*

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

January 15, 2019

**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, January 22, 2019 at 11:00 AM at the Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of November 6, 2018 Meeting
4. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
5. Adjournment

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers 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 December 4, 2018 Meeting
4. Consideration of Assignment of Canopy Unit 3 Contract
5. Consideration of Disclosure of Public Financing
6. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Ratification of Capital Funding Request #9
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Consideration of Funding Request #3
7. Other Business
8. Supervisors Requests
9. Adjournment

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<sup>1</sup> Comments will be limited to three (3) minutes

The second order of business of the Audit Committee Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. The third order of business is the approval of the minutes from the November 6, 2018 meeting, the minutes are enclosed for your review. The fourth order of business is the auditing services where the Audit Committee will approve the Request for Proposals and selection criteria, and approve the notice of the RFP for auditing services. Supporting documentation is enclosed for your review.

The third order of business of the Board of Supervisors meeting is the approval of the minutes of the December 4, 2018 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of assignment of Canopy Unit 3 contract. Supporting documentation is enclosed for your review.

The fifth order of business is the consideration of the Disclosure of Public Financing document. A copy of the document is enclosed for your review.

The sixth order of business is Staff Reports. Section B is the Engineer's Report. Section 1 includes Capital Funding Request #9 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 the consideration of Fiscal Year 2019 Funding Request 3. 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



# AUDIT COMMITTEE MEETING

# MINUTES

MINUTES OF MEETING  
CANOPY  
COMMUNITY DEVELOPMENT DISTRICT

The Canopy Community Development District held an Audit Committee meeting on Tuesday, November 6, 2018 at 11:31 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present were:

Tom Asbury	Chairman
Gregg Patterson	
John "Al" Russell	
Colleen Castille	
Darrin Mossing	
Darrin Mossing, Jr.	
Jennifer Kilinski	
Steve Ghazvini	
Ed Bulleit	
George Smith	

**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**

**Audit Services**

**A. Approval of Request for Proposals and Selection Criteria**

Mr. Mossing stated we have two approvals, the first is approval of the request for proposals and the selection criteria, which was included in your agenda package. These are standard instructions to the proposers and evaluation criteria that we use for all of our audit selection processes.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the RFP and Selection Criteria was approved.
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**B. Approval of Notice of Request for Proposals for Audit Services**

Mr. Mossing stated next is approval of the notice of request for proposals for audit services, that was included in the agenda package. We will publish this in the newspaper and we will send the notice to about six firms.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the Notice of the Request for Proposals for Audit Services was approved.

**C. Public Announcement of Opportunity to Provide Audit Services**

Mr. Mossing stated we are publicly announcing the opportunity to provide audit services for the Canopy CDD.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor the meeting adjourned at 11:36 a.m.

## SECTION IV

# SECTION A

# **CANOPY COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS**

## **Annual Audit Services for Fiscal Year 2018**

Leon County, Florida

### **INSTRUCTIONS TO PROPOSE**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Monday, February 11, 2019, at 2:00 P.M.**, at the offices of District Manager, located 135 W. Central Blvd., Suite 320, Orlando, FL 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relive it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit seven (7) copies and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Canopy Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2018, 2019, 2020, 2021 & 2022. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



## **AUDITOR SELECTION EVALUATION CRITERIA**

**1. *Ability of Personnel.***

**(20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer's Experience.***

**(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

**3. *Understanding of Scope of Work.***

**(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.***

**(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price.***

**(20 Points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

## SECTION B

**CANOPY  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Canopy Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2018, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Leon County and has a general administrative operating fund and a debt service fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide seven (7) copies and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 135 W. Central Blvd., Suite 320, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Canopy Community Development District.**" Proposals must be received by **Monday, February 11, 2019, 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Darrin Mossing  
Governmental Management Services - Central Florida, LLC  
District Manager

# **BOARD OF SUPERVISORS MEETING**

# 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, December 4, 2018 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
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	GPI
Darrin Mossing, Jr.	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mossing called the meeting to order at 11:20 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the November 6, 2018 Meeting**

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the November 6, 2018 meeting were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-04  
Ratifying the Action of the Board Regarding  
the Issuance of the Series 2018A Bonds**

Ms. Kilinski stated this is a resolution ratifying actions staff took in finalizing and executing the bond documents. We didn't have any substantive changes.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor Resolution 2019-04 was approved.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Resolution 2019-05 Amending Resolution 2018-16**

Mr. Mossing stated Resolution 2018-16 was the resolution that levied our operating and maintenance assessments on the property within the District. The 93 platted lots were certified to the Leon County tax collector for collection and they are on people's November 1, 2018 property tax bill and are set for collection on the dates set by the uniform method. Also included in that resolution were the due dates for the direct assessments for the administrative assessment and our bond issues for Assessment Area 2 and Assessment Area 3. In that resolution we put our standard dates with 50% due May 1, 25% due February 1 and 25% due May 1. The Landowner has requested that we amend those dates for the direct assessments to fit with the flow of funds that the District needs, which is the O&M portion being collected at 1/12 every month and the debt service payments are May 1 and November 1. The request was to make the due dates 30 days prior to those due dates and in talking with Counsel we are very comfortable with those dates being 50% April 1 and 50% by September 30. There will be no negative ramifications to the District in terms of its cashflow.

Mr. Asbury asked the property taxes we paid on the lots that are sold to a third party or held by the developer, when they pay is that part of this?

Mr. Mossing stated no. People pay their property tax bill and those funds go to the County tax collector and there are various taxing authorities on that bill. Canopy Community Development District is one of them and when the County collects those funds, they allocate that to all the different taxing authorities and send us a check. The tax collectors sends between eight to ten distributions depending on when tax bills are paid. We get that money direct and deposit it into the checking account.

Mr. Asbury asked is that part of the interest payment on the A-1 Bonds?

Mr. Mossing stated the A-4 Bonds are for those lots. The tax bill is only for the A-1, A-2 and A-3 Bonds. A-1 and A-2 consist of Assessment Area 2 that is the 257 lots. Assessment Area 3 is the 651 planned lots in the future. That is all that is on there. A-1 and A-2 are two

separate bond issues but really one assessment area, those bonds are secured by the same 257 lots. The A-2 Bonds are the pay down bonds. The A-1, 2 and 3 bonds are interest only for Fiscal Year 2019.

Mr. Asbury stated in essence those are paid by the developer.

Mr. Mossing stated yes, you receive the bill. The District will send the Landowner the bill with those payment dates.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Resolution 2019-05 was approved.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Construction Funding Agreement for Welaunee Boulevard Project**

Ms. Kilinski stated items 6 and 7 are related. The Board previously considered approval in substantial form of an interlocal agreement between the District, the City and Blueprint for certain representations as it relates to construction of Welaunee Boulevard. You may recall that Welaunee Boulevard construction was not part of the bond funding, it is a reimbursable of segments 2 and 3 from Blueprint to the City and the draft of the interlocal we looked at before may have been constructed by the developer on its own or by the District. Friday I received a redraft of the interlocal agreement that Blueprint is set to consider next week, which is why you have it on the agenda that changes the interlocal terms a bit to recognize the District will agree to construct Welaunee Boulevard segments 2 and 3 and seek reimbursement from Blueprint. As you know the District's sole funding source would be either bond proceeds, which this not a qualified project or the developer. The construction funding agreement is for the anticipated funding of construction, design and CEI services related to Welaunee Boulevard construction project, which we will talk about a little bit more with specificity in the interlocal. I thought it prudent to consider the construction funding agreement before we start talking about the District agreeing to construct something for which it has no funds and that is what this is meant to cover, the idea that the District would submit invoices to the developer for construction of Welaunee Boulevard. Once the District gets money back from Blueprint through this funding agreement it would immediately turn around within 15 days and submit reimbursement to the developer for the funding that is provided to the District for such construction. It will cover design services, which GPI has already started to undertake for some of the design of portions of that roadway,



the actual construction of the roadway and CEI services, which are required by Blueprint to cover the ongoing construction.

This is an agreement between Ox Bottom Mortgage Holdings and the District for construction of the project, of Welaunee segments 2 and 3 project.

Mr. Asbury stated the District will bid it out and the developer will pay for it.

Ms. Kilinski stated that is right. Then Blueprint will reimburse the District and the District will reimburse the developer. Blueprint will fund the City, the City will fund the District and the District will fund the developer.

Mr. Mossing stated at the end of the project.

Mr. Asbury stated they will reimburse as it goes.

Ms. Kilinski stated because Blueprint isn't agreeing to reimburse until 2022 or the completion of a segment of the project that is still being debated. It will be reimbursed no later than 2022 and each segment within 90 days of completion of the segment. They have the segments outlined in here as, entire phase of segment 2 or 3 Welaunee Boulevard and it has certain phasing based on the design plans. The District will be reimbursed within 90 days of completion and acceptance by the City of those improvements, which acceptance cannot be unreasonably withheld.

Mr. Asbury stated I don't want to get in a position where I'm building segment 3, which is all the way to the end of the property when we were talking of just going to the roundabout.

Ms. Kilinski stated that is the phasing language now, it has coordinates.

Mr. Asbury stated I want to make sure I'm not locking myself into something. What we are doing here is just saying that we are okay with you trying to bring the construction funding agreement together.

Ms. Kilinski stated the construction funding agreement stands on its own as compared to the interlocal. The construction funding agreement is just funding from the developer recognizing the District is anticipated to build Welaunee Boulevard, these segments, and so long as the District is building these segments pursuant to the interlocal agreement, which is attached to the construction funding agreement, the developer is going to fund that and the District will reimburse you as soon as we get funding from Blueprint. That is all it is because we can't award a project for which we have no funding. The District is going to bid Welaunee and needs a funding source to do that and that will be the funding source.

Mr. Asbury stated that will be the developer and the developer then becomes part of this agreement?

Ms. Kilinski stated not the interlocal agreement. Blueprint has nothing to do with the construction funding agreement whatsoever.

Mr. Asbury stated the only way as the developer I am willing to agree with it is if the City is willing to reimburse it in the manner to go to the roundabout. Then I want them to reimburse it now, not 2020.

Ms. Kilinski stated payment is going to be due within 90 days of submission of an authorized pay request, but in no event later than December 31, 2020.

Mr. Asbury stated there is still more negotiations to be had between the developer and the District.

Ms. Kilinski stated it wouldn't be signed until this is approved because there is no funding necessary if the interlocal doesn't get executed.

Mr. Asbury asked what are we agreeing to right now? What am I obligating myself to as the developer?

Ms. Kilinski stated the next agenda item is the interlocal agreement in substantial form. I was going to go over the changes I got this morning from Blueprint recognizing that Blueprint needs the District's blessing on the interlocal agreement contemporaneously with their blessing or shortly thereafter. Otherwise we are holding up their project. We could come back as a Board sometime before the holidays or even thereafter and have a final form of interlocal agreement. Blueprint would then approve the interlocal subject to the District approving the final form, or we can talk about the changes that I got this morning, approve the interlocal agreement in substantial form with the Chairman authorized to execute the final version on behalf of the District and then we can bring back the final form so long as it is within the parameters set sometime in January or February. I'm comfortable with either approach because I know the Developer's Counsel has made comments, which I have incorporated to his satisfaction in the latest draft of the interlocal. The only thing we have outstanding is they have a requirement in the interlocal that the District follows City and Blueprint's bidding guidelines. Two issues with that, one is we have already adopted rules that set forth our guidelines that are not 100% consistent with the City's and two, we have already bid out a portion of this project in Units 4 and 5 so going back and changing all of those evaluation criteria is not impossible but it is a little bit of a challenge for the District. We have negotiated some that is specific to women and

minority business enterprise requirements is the big difference between ours and theirs, they have some aspirational thresholds they wanted in it but it is not their project that they are bidding it is our project. Our meeting today was to approve this criteria, which would add 5 points to a minority business enterprises with a 10% threshold aspirational goal that we would seek your approval to include within our RFP packages for any Welaunee Boulevard project. That is the biggest thing that we have left to finish up in terms of what Gary Hunter thought his comments had been. They had liquidated damages in here if the District didn't finish the project on time, those have been removed. Their segmentation has been added to clarify when the projects would be reimbursed at what stages.

Mr. Asbury stated in theory I'm okay with the idea and I'm okay with the District saying yes let's move forward with this project. As the developer there are a lot of questions I have to make sure that we don't put ourselves in a position of completing if the phasing does get in there, that the City has appropriated the money and how is that going to be done. As long as all of that is still in negotiation phase I'm okay.

Ms. Kilinski stated that would be the idea. One, the District and developer absolutely aligns in terms of the expectations of reimbursement funding because the District doesn't have another funding source so if the developer is not comfortable moving forward because they are not going to fund the District, the District would absolutely not be comfortable moving forward either. I know you don't have these changes in front of you, I just got them about an hour before I came into the meeting but because Blueprint is very much energized right now to trying to complete this next week, and my recommendation is, so that we, the District, are not holding up the process would be to approve, there are not a lot of changes from the one in the agenda package, there are a few that I would highlight for you but I recommend that we move forward in approval of the construction funding agreement, the interlocal in substantial form with final sign-off by the Chairman who has the most intimate knowledge about some of those negotiations that are going on in terms of funding and segmentation of road. If there is a major, substantive change one way or the other then we will need to come back and convene this Board anyway. If it is something way outside these parameters that we are discussing today, then we will bring you back together to consider those.

Mr. Asbury stated I'm okay with that.

Mr. Patterson asked on the 90 days reimbursement, how does that trigger? For instance, if the developer is through with a phase does it have to go through a process with the County or is there a period of time it has to go through before the 90 days start?

Ms. Kilinski stated what we tried to do is anticipate some of those loopholes. What will happen is the District will be bidding the project so it will be a District contractor who is building the road. We have agreed in this interlocal agreement to City approved requisition forms, we will use their forms to submit those invoices, those requisitions to them so there is no question of the paperwork not matching and then they will have 90 days to review, accept and reimburse the District for any of those forms that are submitted as long as the documentation is submitted correctly. We are relying a lot on our engineering firm, who is also the design firm, who will also be overseeing the District's contractors constructing the roadway.

Mr. Asbury asked is that in there? One of the things you said is, right now the interlocal agreement says the funding won't be available until the end of 2020 and 90 days after they sign-off on the entire section and it is approved and accepted by the City, then 90 days later they will fund it.

Ms. Kilinski stated yes, but not before 2020.

Mr. Asbury stated not as draws. Earlier you were acting like it may be a draw.

Ms. Kilinski stated somebody asked that question but I said no, not draws. Complete segmentation. There are three different segments that are anticipated here in the interlocal agreement. Once those are completed within 90 days of all of that being completed and being authorized is when the District will be reimbursed.

Mr. Asbury stated we have to agree on phasing because we don't want to do all three of them we only want to do a portion of it to get to the roundabout.

Ms. Kilinski stated the last email transmission I had, which was Sunday from the developer representatives on the phasing, that is where the phasing concept came from, which is included in Blueprint and the City's latest version.

Mr. Prado pointed out on the map the three phases and stated phase 1 is not the subject of this agreement because that was developer funded 100% up to Crestline; from Crestline to what we are calling station 22, which is roughly the Holy Comforter piece where it is constructed and that is one phase.

Mr. Asbury asked is that going to be Phase 1?

Mr. Prado stated Phase 1 for purposes of the agreement, yes. The second component would be picking up where it ends currently and we will need to confirm this station number to be exact, and it will take you from wherever it is currently to just on the other side of Dempsey Mayo, at the roundabout at Dempsey Mayo. That will be the second phase of the construction. The third phase would be from that roundabout to the project limits.

Mr. Asbury asked then that map will now get put in here.

Mr. Prado stated there is a version of the map already in there but it needs to be updated.

Ms. Castille asked will you change the segmentation numbering on there?

Mr. Prado stated we will need to add just one more. Blueprint is only responsible for 50% of this section but it is built up to somewhere over here and there will have to be an additional numbering prorated to reflect the actual. There is one conditional component that we see added to this map to make that clearer. We will double check those stations to make sure they match that phasing.

Ms. Castille stated it seems like the map should reflect what is in the document.

Mr. Asbury stated I'm good with that.

Mr. Russell asked if the City finds something to question in the receipts or whatever after it was submitted do they start the 90 days over again?

Ms. Kilinski stated the prompt payment act requires them to reimburse based on documentation that is correctly submitted. I would imagine based on the prompt payment policies if 75% is correct they would reimburse that part and the part in dispute would go to dispute resolution and you would submit supplemental documentation to get that number right. The entire invoice wouldn't go back it would be the part of the invoices that they are questioning.

Mr. Russell asked then do they have another 90 days?

Ms. Kilinski stated I think prompt payment would probably come into play. We have prompt payment policies in here it would come into play, which would give them 20 days to make changes to that now correctly submitted invoice.

Items six and seven should be taken together because the interlocal is an exhibit to the funding agreement.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the construction funding agreement for the Welaunee Boulevard Project between the District and Ox Bottom Mortgage Holdings, LLC was approved in substantial form subject to the Chairman's final execution.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Updated Interlocal Between the District, City and Blueprint for Welaunee Boulevard**

This item approved under item six.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There being none, the next item followed.

**B. Engineer – Ratification of Capital Funding Request no. 8**

Mr. Mossing stated we have listed funding request no. 8 in the amount of \$444,906.19 that was Sandco's pay application nos. 10 and 11. That funding request has been submitted to the developer for funding.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor capital funding request no. 8 in the amount of \$444,906.19 was ratified.

**C. Manager**

Mr. Mossing stated the January meeting is scheduled for January 15<sup>th</sup>, which is different than our normal first Tuesday of the month. The first Tuesday is January 1<sup>st</sup> and we were going to go a week later to the 8<sup>th</sup> and this room wasn't available so we scheduled it for the 15<sup>th</sup>. We will send out a reminder.

Mr. Asbury asked can you send out something more than a reminder, can you send out an invitation and it will hit all our phones.

Mr. Mossing stated okay.

**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. 2**

On MOTION by Mr. Russell seconded by Mr. Patterson with all in favor FY19 funding request no. 2 in the amount of \$9,712.08 was approved.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests**

There being none,

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the meeting adjourned at 11:59 a.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV



**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT**

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Ox Bottom Mortgage Holdings, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. The agreement ("**Improvement Agreement**") between Developer and Sandco, LLC ("**Contractor**"), dated December 7, 2017 is contemporaneously with execution of this Affidavit being assigned to the Canopy Community Development District ("**District**"), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Improvement Agreement was informally competitively bid prior to its execution and is competitively priced.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Improvement Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Improvement Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**.
- (vi) Developer represents and warrants that there are no outstanding liens or claims relating to the Improvement Agreement.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (viii) To the extent the District does not have sufficient construction funds to complete the Improvement Agreement, and pursuant to the construction funding agreement by and between Canopy CDD and Ox Bottom Mortgage Holdings, LLC, Developer shall timely provide funds to the District so that the District may timely fund the Improvement Agreement, provided however that such payments may be eligible for repayment under the Acquisition Agreement.

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

Executed this \_\_\_\_ day of January, 2019.

**WITNESS:**

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

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me this \_\_\_\_ day of January, 2019,  
by \_\_\_\_\_, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as  
identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

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

[CORPORATE LETTERHEAD]

**ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Sandco, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Improvement Agreement**") between Ox Bottom Mortgage Holdings, LLC, and Contractor dated December 7, 2018, is hereby assigned to the Canopy Community Development District ("**District**"). Contractor acknowledges and accepts such assignment of the Improvement Agreement.
- (ii) Contractor represents and warrants that:
  - a. Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
  - b. Contractor warrants all warranties, expressed and implied, to the District and will provide the warranty as provided in the Addendum to the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Improvement Agreement are current and there are no outstanding disputes under the Improvement Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

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

Executed this \_\_\_\_ day of January, 2019.

**SANDCO, LLC**  
**A Florida limited liability company**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was sworn and subscribed before me this \_\_\_\_ day of January, 2019, by \_\_\_\_\_, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

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

## **ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**

**1. ASSIGNMENT.** This Addendum applies to that certain contract formerly between Ox Bottom Mortgage Holdings, LLC and Sandco, LLC ("**Contractor**"), now assigned to the Canopy Community Development District ("**District**"), attached hereto as **Exhibit A**. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Leon County, Florida, a payment and performance bond with a surety insurer authorized to do business in Florida. The cost of such bond may be added to Contractor's agreement and invoiced to the District, which shall be paid upon approval by the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of final completion of the project and final acceptance by the District. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District's property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured's under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** Section 5.16 of the Contract is replaced with the following:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

5. **INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under Section 19 of the Agreement shall continue to apply to the original indemnitees and shall further extend to the District and its supervisors, officers, consultants, agents, staff, and employees. The Contractor's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed amended such that the obligations extend to the maximum limits of the law.

6. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-407-841-5524, GFLINT@GMSCFL.COM, AND 135 W. CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801.**

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:



District: Canopy Development District  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: District Manager

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

Contractor: Sandco, LLC  
4708 Capital Circle NW  
Tallahassee, FL 32303

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. WARRANTY. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee. All work, materials, etc provided pursuant to the Contract shall be warranted for 24 months after final completion and acceptance by the Owner.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.



- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**SANDCO, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**CANOPY COMMUNITY**

**DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement

**Exhibit B:** Public Entity Crimes Statement

**Exhibit C:** Trench Safety Act Statement

## EXHIBIT A

### SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Canopy Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is  
\_\_\_\_\_

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the Contract is assigned to the Canopy Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. The entity will immediately notify the Canopy Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Canopy Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### CANOPY COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## SECTION V



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

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

(This space reserved for Clerk)

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>  
Canopy Community Development District**

**Tom Asbury**  
Chairman

**Colson Hosford**  
Assistant Secretary

**Gregg Patterson**  
Vice Chairman

**John "Al" Russell**  
Assistant Secretary

**Colleen Castille**  
Assistant Secretary

District Manager  
c/o Government Management Services-Central Florida, LLC  
135 W Central Blvd., Suite 320  
Orlando, FL 32801  
Tel: (407) 841-5524  
**("District Manager's Office")**

District records are on file at the District Manager's Office and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of [December 12], 2018. For a current list of Board Members, please contact the District Manager's Office.

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**INTRODUCTION**

On behalf of the Canopy Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

**WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida, which became effective on May 24, 2017. The District currently includes approximately 424 acres within the City of Tallahassee, Leon County, Florida. The District boundaries encompass approximately 424 of the 505.7 acres of the larger Canopy project (“**Development**”). The development plan for the lands within the District includes approximately 1001 residential single-family units to be constructed in approximately seven phases (the “**Development**”). Also, up to thirteen (13) acres are planned to include a church/religious facility. All units for commercial and multi-family uses are outside of the District boundaries. The legal description of the boundaries of the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**” and individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Leon County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall,

prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection at the District Manager's Office during normal business hours.

## **OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS**

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On December 12, 2017, the Second Judicial Circuit Court in and for Leon County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$110,000,000 in Capital Improvement Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). On March 16, 2018, the Second Judicial Circuit Court in and for Leon County, Florida, entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

To plan for the infrastructure improvements necessary for the District, the District has developed a capital improvement plan. The District's Board previously adopted a Master Assessment Methodology Report, dated August 16, 2017 ("**Master Methodology**") and a Master Engineer's Report, dated August 2017 ("**Master Engineer's Report**"), which set forth the full range of possible public improvements to be constructed, acquired, owned and operated by the District and includes a cost estimate of \$90,900,000 ("**Master CIP**"). The Master Methodology is supplemented by that certain *Final Supplemental Assessment Methodology for Canopy Community Development District*, dated November 8, 2018 (the "**Assessment Report**"), which provides an assessment methodology for allocating the Series 2018A Assessments (defined below) levied by the District that secure the repayment of the Series 2018A Bonds (defined below) based upon the benefit the property within the District receives from the 2018 Project (defined below), as set forth in the Engineer's Report (defined below). The Assessment Report is designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*. The Master Engineer's Report is supplemented by that certain *Supplemental Engineer's Report* dated October, 2018 prepared by Greenman-Pedersen, Inc. as may be amended and supplemented from time to time (the "**Supplemental Engineer's Report**" and collectively with the Master Engineer's Report referred to as the "**Engineer's Report**").

The District imposed non-ad valorem special assessments on the benefited lands within the District based on the Assessment Report. It is anticipated that the Series 2018A Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632,

*Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. It is not the intent of the Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

On November 6, 2018, the District issued \$11,405,000 of tax exempt bonds in four (4) 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 Bonds**") for the purpose of financing certain infrastructure improvements within the District, all as more specifically described in the Engineer's Report. The Engineer's Report contains the portions of the Master CIP to be financed by the Series 2018A Bonds ("**2018 Project**"), which cost estimate is \$13,070,000 as well as an updated cost of the portion of the Master CIP necessary to develop the 1001 residential single family units and church/religious facility contained within the District boundaries, which cost estimate is \$52,322,278.80 ("**Completion Project**"). The Series 2018A-1 Bonds are secured by Series 2018A-1 Assessments, the Series 2018A-2 Bonds are secured by Series 2018A-2 Assessments, the Series 2018A-3 Bonds are secured by Series 2018A-3 Assessments and Series 2018A-4 Bonds are secured by the Series 2018A-4 Assessments (collectively the "**Series 2018A Assessments**"). The Series 2018A-1 Assessments and Series 2018A-2 Assessments are levied on property located within Assessment Area 2 (defined below). The Series 2018A-3 Assessments are levied on property located within Assessment Area 3 (defined below). The Series 2018A-4 Assessments are levied on property located within Assessment Area 1 (defined below).

## **COMPLETION PROJECT**

The following is a description of the Completion Project, all as more particularly set forth in the Engineer's Report:

### **Transportation Improvements**

Several segments of collector and arterial roadways are planned as a part of the Development. Some of these segments are planned to be reimbursed by the City of Tallahassee or are attributable to the commercial developments outside of the District boundary. As such, only the non-refundable portions of the transportation improvements that are required for service and development of the residential lots are included in the cost allocation to the District. Specifically, the following roadways are included in the Completion Project and are required for residential development within the District: Crestline Road, Dempsey Mayo Road, Fontana Street, Education Way, and all other neighborhood roads and alleys. It is noted that all roadways are intended to be publically owned and maintained by the City of Tallahassee, except the alleys, which will be owned and maintained by the District. The cost estimate for roadway improvements is based on multiple urban cross-sections intended to be located within various widths of right-of-way. These cross-sections vary from divided boulevard-style sections to single-lane one-way alleys. All clearing and grubbing, earthwork, stabilization, base, asphalt, striping, signage, sidewalks/paths, grassing, and testing required to install the roadway infrastructure is included in the cost estimate. Roadway improvements within the proposed City of Tallahassee Right-of-Way will be owned and maintained by the City of Tallahassee. Roadway

improvements within the proposed District Right-of-Way will be owned and maintained by the District. The District owned areas will include mews lanes, alleys, drainage areas, recreational areas, and open space areas.

### **Utility Improvements**

The utility improvements include a master sanitary sewer pump station, sanitary sewer forcemain, and water transmission mains along Welaunee Boulevard and Dempsey Mayo Road. These improvements serve more than just the residential development within the District boundary; accordingly, only those portions of the utility improvements attributable to residential development within the District are included in the cost allocation. It is estimated that the commercial areas utilize thirty percent (30%) of the master utility capacity, and seventy percent (70%) of the costs are attributed to the District.

### **Drainage and Stormwater Improvements**

The drainage and stormwater improvements for the Development will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the Northwest Florida Water Management District. This category represents all drainage work required for development to occur within the District. The Development-wide stormwater system consists of the regional stormwater treatment ponds and the Dove Pond Dam, which treatment ponds are designed to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods. In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structure and pipes. Accordingly, this category includes stormwater collection systems (drainage, inlets, pipes, etc.) and stormwater ponds, including the Regional Stormwater Facility, Dove Pond, and related ancillary work such as excavation, piping, manholes, end treatments, energy dissipation, sodding/stabilization and testing that will support the collector and local roadways within and without the District boundaries. Permits are either in place for these stormwater systems or are in the process of being permitted and construction on portions of these improvements (i.e. Dove Pond Regional Stormwater Facility) are underway. Further, portions of these improvements are contracted with public entities to be reimbursed, so only those nonrefundable portions of these improvements attributable to the units within the District are included in the cost allocation provided herein, unless otherwise noted. Drainage improvements within the proposed City of Tallahassee Right-of-Way will be owned and maintained by the City of Tallahassee. Drainage improvements within the proposed District Right-of-Way will be owned and maintained by the District. It is estimated that the commercial areas utilize thirty percent (30%) of the master utility capacity, and seventy percent (70%) of the costs are attributed to the District.

### **Water Utility Improvements**

The cost estimate for water utility improvements is based on City of Tallahassee and State of Florida design requirements for water and sewer mains and services. All excavation, piping, fittings, valves, hydrants, manholes, service laterals, appurtenances, and testing required to install the water utility infrastructure is included in the cost estimate. All water utilities will be owned and maintained by the City of Tallahassee.



## **Recreational Improvements**

The amenity facility is a focal point of the District, providing active recreation opportunities as well as office space for the operations of the District. The amenity facility is expected to include a lap pool, a lagoon pool, a splash pad & kids pool, volleyball, tennis courts, basketball courts, yard games, and frisbee golf. Additionally, recreational improvements related to certain themed pocket parks have been included. Examples of these themes include frisbee golf, yard games, grilling picnic areas, resting/viewing/birding areas, and shoreline/water activities on Dove Pond. Other similar amenities may be provided or substituted for those mentioned above depending upon the development plan and market conditions.

## **Landscaping and Irrigation Improvements**

The cost estimate for landscape and irrigation improvements is based on applicable City of Tallahassee and State of Florida requirements. The Planned Unit Development (PUD) and City of Tallahassee code requires certain plantings, which include street trees along all roadways, plantings among the stormwater management facilities, plantings among the trails and recreational areas. All excavation, plant material, mulching, sodding, piping, heads, controllers, and warranties to provide the required landscaping and irrigation is included in the cost estimate. Landscaping within the proposed City of Tallahassee open spaces and Right-of-Way will be maintained by the City of Tallahassee. Landscaping within the District-owned open spaces and Right-of-Way will be maintained by the District.

## **2018 PROJECT**

The following is a description of the 2018 Project, all as more particularly set forth in the Engineer's Report:

### **Dove Pond Regional Stormwater Facility**

Dove Pond has been approved to be improved and function as a regional stormwater management system as detailed in the Stormwater Facility Master Plan ("SFMP"). It will be utilized for the storage of treated stormwater and has been planned to provide improved flood protection for downstream, off-site property owners. The SFMP outlines the design parameters for the use of Dove Pond. To provide flood protection for downstream off-site property owners in the Tri-Basin Study Area, inter-basin transfers of stormwater may be permitted from the Dove Pond Basin. This facility is complete. This project included wetland mitigation originally outlined in the Engineer's Report.

### **Amenity Center**

The Amenity Center is expected to be approximately 4,500 square feet and include administrative offices, a fitness center, living spaces, covered outdoor areas, a meeting room and a pool and pool deck (the "Amenity Center")

### **Development of Unit 1 (93 Lots)**

This category of improvement includes those public improvements located within Canopy - Unit 1, Phase 1, which is complete. More specifically, the earthwork, water, sewer,

stormwater, drainage, roadway, landscaping, irrigation, sidewalks/paths, etc. located along the following roads within the station limits provided below are included in the costs:

- 1) Crestline Road from Station 98+50 to 110+00
- 2) Sweet Ridge Street from Station 180+00 to 201+50
- 3) Panther Lane from Station 250+00 to 255+00
- 4) Julieanna Lane from Station 300+00 to 307+50
- 5) Alley "D" from Station 350+00 to 358+20
- 6) Fontana Street from Station 650+00 to 659+20
- 7) Education Way from Station 700+00 to 706+00

### **Development of Units 3, 4 and 5 (257 Lots)**

All improvements located within Canopy Unit 4, Phase 1; Unit 5, Phase 1; Unit 5, Phase 3; Unit 3, Phase 1; and Unit 1, Phase 2 which includes, but is not limited to, roadway, sidewalks/paths, water, sewer, drainage, landscaping, and irrigation. This category also includes that portion of the master pump station that is attributable to the District residential component of the Development and Dempsey Mayo Road from Centerville Road and extending approximately 1,750 linear feet north. Unit 3 is under construction and Units 4 and 5 are out to bid as of the date of this disclosure.

### **ASSESSMENTS, FEES, AND CHARGES**

In order to secure the repayment of the Series 2018A Bonds, the District levied and imposed special assessments on benefitted lands within the District as previously referenced. The amortization schedules for the Series 2018A Bonds are available at the District Manager's Office. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

Allocation of special assessments is a continuous process until the development plan is completed. As a master series of interrelated improvements, the 2018 Project benefits all developable acres within the District. The Series 2018A Bonds and the associated interest are payable from and secured by non-ad valorem special assessments levied against specially benefitted parcels within the District that benefit from the design, construction and/or acquisition of the improvements of the 2018 Project ("**Debt Assessments**"). The Debt Assessments are levied in accordance with the District's assessment methodologies and represent an allocation of the costs of the applicable portion of the Master CIP to those lands within the District benefiting from the applicable portion of the Master CIP.

### **Series 2018A-1 Assessments and Series 2018A-2 Assessments**

The District levied Series 2018A-1 Assessments and Series 2018A-2 Assessments on property located within Assessment Area 2. "**Assessment Area 2**" consists of 55 undeveloped acres of land. Initially, the District levied the Series 2018A-1 Assessments and Series 2018A-2 Assessments on an equal acreage basis. Assessment Area 2 is planned for 257 residential units and a church/religious facility. As the property in Assessment Area 2 is platted, the Series



2018A-1 Assessments and Series 2018A-2 Assessments will be allocated to each lot and church/religious facility as detailed in the tables herein and in the Assessment Report.

### **Series 2018A-3 Assessments**

The District levied Series 2018A-3 Assessments on property located within Assessment Area 3. “**Assessment Area 3**” consists of 349 undeveloped acres of land. Initially, the District levied the Series 2018A-3 Assessments on an equal acreage basis. Assessment Area 3 is planned for 651 residential units. As the property in Assessment Area 3 is platted, the Series 2018A-3 Assessments will be allocated to each lot as detailed in the tables herein and in the Assessment Report.

### **Series 2018A-4 Assessments**

The District levied Series 2018A-4 Assessments on property located within Assessment Area 1. “**Assessment Area 1**” consists of twenty (20) acres of land that includes ninety-three (93) residential platted lots. The Series 2018A-4 Assessments are allocated as detailed in the table herein and in the Assessment Report.

Once platting has begun in each assessment area, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein (“**Assigned Properties**”). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per acre (equal acreage) basis (“**Unassigned Properties**”). Eventually the development plan will be completed and the Series 2018A Assessments securing the Series 2018A Bonds will be allocated to the property within each assessment area within the District, which are the beneficiaries of the 2018 Project. If there are changes to the development plan for each assessment area causing a change in the ultimate number of platted units, a true up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment from the Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, is required.

The Debt Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of Debt Assessments securing the Series 2018A Bonds is provided below:

<i><b>Series 2018A-1 Assessments – Assessment Area 2</b></i>			
<b>Product Type</b>	<b>No. of Units</b>	<b>Gross Annual Assessment per Unit*</b>	<b>Par Debt per Unit</b>
Single Family 20’	29	\$450	\$5,209
Single Family 30’	21	\$550	\$6,366
Single Family 30’ (attached)	18	\$450	\$5,209
Single Family 40’	56	\$650	\$7,524
Single Family 40’ (attached)	12	\$550	\$6,366
Single Family 50’	33	\$750	\$8,681

Single Family 60'	81	\$850	\$9,839
Single Family 80'	7	\$1,000	\$11,575
Church	1	\$375	\$4,341

<i>Series 2018A-2 Assessments – Assessment Area 2</i>			
Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 20'	29	\$1,088	\$13,423
Single Family 30'	21	\$1,330	\$16,406
Single Family 30' (attached)	18	\$1,088	\$13,423
Single Family 40'	56	\$1,572	\$19,389
Single Family 40' (attached)	12	\$1,330	\$16,406
Single Family 50'	33	\$1,813	\$22,372
Single Family 60'	81	\$2,055	\$25,354
Single Family 80'	7	\$2,418	\$29,829
Church	1	\$907	\$11,186

<i>Series 2018A-3 Assessments – Assessment Area 3</i>			
Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 20'	29	\$450	\$5,362.71
Single Family 30'	21	\$550	\$6,554.42
Single Family 30' (attached)	189	\$450	\$5,362.71
Single Family 40'	103	\$650	\$7,746.13
Single Family 40' (attached)	12	\$550	\$6,554.42
Single Family 50'	125	\$750	\$8,937.85
Single Family 60'	120	\$850	\$10,129.56
Single Family 70'	17	\$1,000	\$11,917.13
Single Family 80'	35	\$375	\$4,468.92

<i>Series 2018A-4 Assessments – Assessment Area 1</i>			
Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 40'	15	\$650	\$8,096
Single Family 50'	54	\$750	\$9,342
Single Family 60'	24	\$850	\$10,587

\*Note: The annual debt assessment per unit amounts are subject to a seven percent (7%) collection fee and early payment discounts when collected on the Leon County tax bill.

### **Operation and Maintenance Assessments**

In addition to the Debt Assessments, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the

assessments. Please contact the District Manager's Office for more information regarding the allocation of O&M Assessments.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

## METHODS OF COLLECTION

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Leon County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Canopy Community Development District, c/o Government Management Services-Central Florida, LLC, Attn: District Manager, Offices: 135 W Central Blvd., Suite 320 Orlando, FL 32801 or call (407) 841-5524.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Canopy Community Development District* has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and recorded in the Official Records of Leon County, Florida.

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Tom Asbury of the Canopy Community Development District, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification, and did not take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A:** District Boundary Legal Description

**EXHIBIT A**  
**District Boundary Legal Description**

**LEGAL DESCRIPTION**

**PARCEL "A"**

258.87 acres as recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida

A parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows: (Note: SCM denotes "set concrete monument")

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and nm South 00° 18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a SCM (#7245); thence South 89° 41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75° 05'36" East 140.10 feet to a SCM; thence North 64° 16'10" East 82.30 feet to a SCM (#7245); thence North 71° 06'34" East 108.26 feet to a SCM (#7245); thence South 37° 38'45" East 94.60 feet to a SCM (#7245); thence South 01° 04'48" East 115.07 feet to a SCM (#7245); thence North 84° 38'40" East 77.61 feet to a SCM (#7245); thence North 38° 44'32" East 121.10 feet to a SCM (#7245); thence North 66° 39'5 1" East 78.04 feet to a SCM (#7245); thence North 60° 37'14" East 98.78 feet to a SCM (#7245); thence South 42° 36'50" East 132.12 feet to a SCM (#7245); thence North 69° 42'39" East 78.94 feet to a SCM (#7245); thence North 48° 23'19" East 95.04 feet to a SCM (#7245); thence South 78° 47'24" East 102.57 feet to a SCM (#7245); thence South 54° 50'50" East 73.35 feet to a SCM (#7245); thence South 46° 34'23" East 118.72 feet to a SCM (#7245); thence South 43° 57'44" East 160.31 feet to a SCM (#7245); thence South 46° 23'04" East 123.39 feet to a SCM (#7245); thence South 40° 35'23" East 103.26 feet to a SCM (#7245); thence South 21° 52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51 ° 05'19" East 94.62 feet to a SCM (#7245); thence South 52° 02'55" East 106.31 feet to a SCM (#7245); thence South 44° 37'37" East 102.96 feet to a SCM (#7245); thence South 56° 03'37" East 88.68 feet to a SCM (#7245); thence South 75° 48'30" East 99.41 feet to a SCM (#7245); thence South 57° 01'17" East 95.90 feet to a SCM (#7245); thence South 59° 45'49" East 192.15 feet to a SCM (#7245); thence South 40° 57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88° 40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15° 37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73° 07'41" West 371.62 feet to a 2 1/2" aluminum pipe(# 732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67° 25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44° 02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6,529.65 feet through a central angle of 02° 04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65° 14'14" West 235.76 feet) to a 2 1/2" aluminum pipe(# 732); thence South 64° 10'41" West 309.99 feet to a 2 1/2" aluminum pipe(# 732); thence South 53° 55'00" West 1,374.71 feet to a 2 1/2" aluminum pipe(# 732); thence North 89° 56'37" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80° 23'55" West 854.80 feet to a concrete monument (# 3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10° 21 '58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (# 3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70° 27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (# 7245); thence North 13° 06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (# 3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51° 23'36" East 179.35 feet to a rod and cap (# 3293); thence North 89° 41 '14" East 1,499.02 feet to an iron rod and cap (# 3562) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1,874.98 feet through a central angle of 12° 06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14° 22'52" West 395.44 feet), to a point on a non-tangent curve to the right, thence northerly along said curve with a radius of 5,078.35 feet through a central angle of 12° 43'14" for an arc distance of 1,127.47 feet (the chord of said arc being North 14° 02'54" West 1,125.16 feet) to an iron rod and cap; thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida; thence along said North boundary North 89° 56'06" East, 430.00 feet to the POINT OF BEGINNING.

## LEGAL DESCRIPTION (Continued)

### AND ALSO

#### PARCEL "B"

246.59 acres more or less as recorded in Official Records Book 4934, Page 1203 of the Public Records of Leon County, Florida

Commence at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 89°56'06" West along the north line of Section 15, Township 1 North, Range 1 East, Leon County, Florida, 430.00 feet to a found iron rod and cap (#7245) marking the Point of Beginning; thence South 27°10'59" West, 3564.33 feet to a found rod and cap (#3562) marking the Northeast corner of the property described in O.R. Book 2792, Page 765; thence South 84°37'46" West 917.42 feet to a concrete monument (#3293) marking the Northwest corner of said property and the Northeast corner of the property described in O. R. Book 1976, Pg. 2121; thence North 66°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Welaunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 38°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 01°54' 31" for an arc length of 51.97 feet (chord bears South 39°39'02" West 51.96 feet), to a set iron rod and cap (#7245); thence South 40°36'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52' 51" West 507.81 feet to a set iron rod and cap (#7245); lying on a curve to the left; thence Southwesterly along said curve having a radius of 1410.00 feet through a central angle of 14°51'10" for an arc length of 365.52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the Northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76), to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03°00'07" West 43.63 feet to a concrete monument (#7245); thence North 43°01'40" East 25.58 feet to a concrete monument (#7245); thence N 46°58'20" W 200.00 feet to a concrete monument (#7245); thence North 82°03'44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence northwesterly along said right of way boundary curve with a radius of 676.69 feet through a central angle of 27°50'02" for an arc length of 328.73 feet (the chord of said arc being North 14°02'05" West 325.51 feet) to a concrete monument (#7245); thence North 00°13'55" West 762.26 feet to a concrete monument (#7245); thence South 89°46' 05" West 20.00 feet to a concrete monument (#7245); thence North 00°13'55" West 660.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.61 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14' 14" West along said right of way boundary 185.83 feet to a concrete monument (#7245) on the Southeasterly right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°38'28" East 99.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26' 14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 99.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'26" East 16.11 feet to a concrete monument (#7245); thence North 61°25'29" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 99.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06"

## LEGAL DESCRIPTION (Continued)

### PARCEL "B" (Continued)

East 100.00 feet to a concrete monument (#7245); thence North 63°15'29" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.65 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99.34 feet to a concrete monument (#7245); thence North 65°09'45" East 99.36 feet to a concrete monument (#7245); thence North 67°47'58" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 80.98 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North 73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 98.66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 589 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (#3328) on the Northerly top of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1400, Page 1833; Book 1440, Page 113; and Book 1698, Page 560 of the Public records of Leon County, Florida; thence easterly along said Northerly top of bank of the old abandoned Centerville Road and said property as follows: South 73°58'16" East 174.68 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence easterly along said curve with a radius of 232.00 feet through a central angle of 32°42'33" for an arc distance of 132.45 feet (the chord of said arc being North 89°36'21" East 130.65 feet) to a found iron rod and cap (#3328); thence North 73°23'58" East 46.08 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence northeasterly along said curve with a radius of 357.00 feet through a central angle of 14°32'22" for an arc distance of 90.59 feet (the chord of said arc being North 66°02'24" East 90.35 feet) to a found iron rod and cap (#3328); thence North 58°53'04" East 91.36 feet to a concrete monument (#7245); thence leaving said Northerly top of bank of the old abandoned Centerville Road run North 89°56'06" East along the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, a distance of 61.68 feet to the Point of Beginning.

## LESS AND EXCEPT

### PARCEL 1

A 5.34 Acre portion of a 258.87 Acre parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida, and being more particularly described as follows: (Note: SCM denotes "set concrete monument")

COMMENCE at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1303.41 feet to a SCM (#7245); thence South 89°41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a SCM; thence North 64°16'10" East 82.30 feet to a SCM (#7245); thence North 71°06'34" East 108.26 feet to a SCM (#7245); thence South 37°38'45" East 94.60 feet to a SCM (#7245); thence South 01°04'48" East 115.07 feet to a SCM (#7245); thence North 84°38'40" East 77.61 feet to a SCM (#7245); thence North 38°44'32" East 121.10 feet to a SCM (#7245); thence North 66°39'51" East 78.04 feet to



## **LEGAL DESCRIPTION (Continued)**

### **PARCEL 1**

(Continued)

a SCM (#7245); thence North 60°37'14" East 98.78 feet to a SCM (#7245); thence South 42°36'50" East 132.12 feet to a SCM (#7245); thence North 69°42'39" East 78.94 feet to a SCM (#7245); thence North 48°23'19" East 95.04 feet to a SCM (#7245); thence South 78°47'24" East 102.57 feet to a SCM (#7245); thence South 54°50'50" East 73.35 feet to a SCM (#7245); thence South 46°34'23" East 118.72 feet to a SCM (#7245); thence South 43°57'44" East 160.31 feet to a SCM (#7245); thence South 46°23'04" East 123.39 feet to a SCM (#7245); thence South 40°35'23" East 103.26 feet to a SCM (#7245); thence South 21°52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51°05'19" East 94.62 feet to a SCM (#7245); thence South 52°02'55" East 106.31 feet to a SCM (#7245); thence South 44°37'37" East 102.96 feet to a SCM (#7245); thence South 56°03'37" East 88.68 feet to a SCM (#7245); thence South 75°48'30" East 99.41 feet to a SCM (#7245); thence South 57°01'17" East 95.90 feet to a SCM (#7245); thence South 59°45'49" East 192.15 feet to a SCM (#7245); thence South 40°57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (#732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (#732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe (#732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (#732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (#732); thence North 44°02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 1/2" aluminum pipe (#732); thence South 64°10'41" West 309.99 feet to a 2 1/2" aluminum pipe (#732); thence South 53°55'00" West 1374.71 feet to a 2 1/2" aluminum pipe (#732); thence North 89°56'37" West 260.48 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue North 89°56'37" West 843.84 feet to a 2 1/2" aluminum pipe (#732); thence South 80°23'55" West 854.80 feet to a concrete monument (#3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10°21'58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (#3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70°27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (#7245); thence North 13°06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (#3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51°23'36" East 179.35 feet to a rod and cap (#3293); thence North 89°41'14" East 1499.02 feet to an iron rod and cap (#3562), thence run South 08 degrees 19 minutes 40 seconds East 112.83 feet to the POINT OF BEGINNING. The above described parcel contains 5.34 acres more or less.

## **LESS AND EXCEPT**

### **PARCEL 2**

A 75.95 Acre Parcel located in Section 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

COMMENCE at a found old axle marking the Northeast Corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 56 minutes 06 seconds West along the north boundary of said Section 15 for a distance of 430.00 feet; thence departing said north boundary run South 27 degrees 10 minutes 59 seconds West for a distance of 3564.33 feet to a point marking the northeast corner of a parcel as recorded in Official Records Book 1976, Page 2121 and Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence run along the northerly boundary of said parcel the following courses: South 84 degrees 37 minutes 46 seconds West for a distance of 917.42 feet; thence run North 66 degrees 06 minutes 52 seconds West for a distance of 484.23 feet to a point on a non-tangent curve to the left; thence departing said northerly boundary run along said



## LEGAL DESCRIPTION (Continued)

### PARCEL 2

(Continued)

curve with a central angle of 15 degrees 10 minutes 29 seconds and a radius of 1440.00 feet for an arc distance of 381.39 feet (chord of said curve bears South 47 degrees 17 minutes 58 seconds West 380.27 feet); thence departing said curve run North 50 degrees 17 minutes 17 seconds West for a distance of 120.00 feet to a point on a non-tangent curve concave southeasterly and the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run southwesterly along said curve with a radius of 1560.00 feet through a central angle of 01 degrees 00 minutes 56 seconds for an arc distance of 27.65 feet (chord of 27.65 feet bears South 39 degrees 12 minutes 15 seconds West), thence run South 38 degrees 41 minutes 47 seconds West for a distance of 220.85 feet to a point of curve to the right; thence run southwesterly along said curve with a radius of 1440.00 feet through a central angle of 10 degrees 09 minutes 53 seconds for an arc length of 255.46 feet (chord of 255.13 feet bears South 43 degrees 46 minutes 43 seconds West); thence run South 53 degrees 00 minutes 40 seconds East for a distance of 175.66 feet to a point on a non-tangent curve concave northwesterly; thence run South 57 degrees 52 minutes 51 seconds West for a distance of 622.09 feet; thence run South 56 degrees 54 minutes 37 seconds West for a distance of 69.15 feet; thence run South 66 degrees 36 minutes 42 seconds West for a distance of 52.32 feet to a point on a non-tangent curve to the left; thence run along said curve with a central angle of 03 degrees 31 minutes 43 seconds and a radius of 1603.50 feet for an arc distance of 98.75 feet (chord of said curve bears South 51 degrees 47 minutes 40 seconds West) to a point on a reverse curve to the right; thence run along said curve with a central angle of 107 degrees 08 minutes 28 seconds and a radius of 95.00 feet for an arc distance of 177.65 feet (chord of said curve bears South 76 degrees 23 minutes 58 seconds East 152.87 feet) to a point on a compound curve to the right; thence run northwesterly along said curve with a central angle of 22 degrees 42 minutes 40 seconds and a radius of 676.69 feet for an arc distance of 268.23 feet (chord of said curve bears North 11 degrees 28 minutes 24 seconds West 266.48 feet); thence departing said curve run North 00 degrees 13 minutes 55 seconds West for a distance of 762.26 feet; thence run South 89 degrees 46 minutes 05 seconds West for a distance of 20.00 feet; thence run North 00 degrees 13 minutes 55 seconds West for a distance of 158.50 feet; thence leaving the easterly right of way boundary of said Fleishman Road run North 89 degrees 44 minutes 36 seconds East for a distance of 797.55 feet; thence run South 72 degrees 11 minutes 37 seconds East for a distance of 70.85 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 470.00 feet through a central angle of 12 degrees 12 minutes 40 seconds for an arc distance of 100.17 feet (chord of 99.98 feet bears North 23 degrees 54 minutes 43 seconds East); thence run North 30 degrees 01 minutes 03 seconds East for a distance of 810.63 feet; thence run South 59 degrees 39 minutes 15 seconds East for a distance of 389.83 feet; thence run North 67 degrees 22 minutes 17 seconds East for a distance of 559.16 feet; thence run South 78 degrees 59 minutes 50 seconds East for a distance of 157.40 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 720.00 feet through a central angle of 01 degrees 00 minutes 23 seconds for an arc distance of 12.65 feet (chord of 12.65 feet bears North 09 degrees 37 minutes 21 seconds East); thence run North 10 degrees 07 minutes 32 seconds East for a distance of 43.72 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 420.00 feet through a central angle of 30 degrees 47 minutes 32 seconds for an arc distance of 225.72 feet (chord of 223.01 feet bears North 25 degrees 31 minutes 18 seconds East); thence run North 40 degrees 55 minutes 04 seconds East for a distance of 222.34 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 25.00 feet through a central angle of 80 degrees 58 minutes 06 seconds for an arc distance of 35.33 feet (chord of 32.46 feet bears North 81 degrees 24 minutes 07 seconds East) to a point of reverse curve to the left; thence run southeasterly along said curve with a radius of 335.00 feet through a central angle of 21 degrees 37 minutes 10 seconds for an arc distance of 126.41 feet (chord of 125.66 feet bears South 68 degrees 55 minutes 25 seconds East); thence run South 79 degrees 44 minutes 00 seconds East for a distance of 761.76 feet to point of curve to the right; thence run southeasterly along said curve with a radius of 965.00 feet through a central angle of 42 degrees 43 minutes 47 seconds for an arc distance of 719.67 feet (chord of 703.11 feet bears South 58 degrees 22 minutes 07 seconds East) to a point of compound curve to the right; thence run southwesterly along said curve with a radius of 215.00 feet through a central angle of 89 degrees 18 minutes 00 seconds for an arc distance of 335.09 feet (chord of 302.19 feet bears South 07 degrees 38 minutes 47 seconds West) to a point of compound curve to the right;

## **LEGAL DESCRIPTION (Continued)**

### **PARCEL 2**

(Continued)

thence run southwesterly along said curve with a radius of 635.00 feet through a central angle of 55 degrees 17 minutes 11 seconds for an arc distance of 612.73 feet (chord of 589.23 feet bears South 79 degrees 56 minutes 22 seconds West) to a point of reverse curve to the left; thence run northwesterly along said curve with a radius of 2060.00 feet through a central angle of 29 degrees 22 minutes 02 seconds for an arc distance of 1055.87 feet (chord of 1044.35 feet bears North 87 degrees 06 minutes 04 seconds West); thence run South 76 degrees 08 minutes 21 seconds West for a distance of 121.79 feet to a point on a non-tangent curve concave southeasterly; thence run southwesterly along said curve with a radius of 1456.34 feet through a central angle of 39 degrees 29 minutes 05 seconds for an arc distance of 1003.62 feet (chord of 983.88 feet bears South 58 degrees 03 minutes 40 seconds West) to the POINT OF BEGINNING. The above described parcel contains 75.95 acres, more or less.

The above described parcel contain an aggregate of 424.17 acres more or less.

## SECTION VI

## SECTION B

# SECTION 1

## Canopy CDD

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

**DATE:** December 12, 2018  
**INVOICE #** 201812  
**DUE DATE:** January 11, 2019

**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 #9	\$ 141,015.69
Wire Transfer:	
Canopy Community Development District	
SunTrust Bank, NA	
ABA # 061000104	
Acct #1000193639944	
Contact: Kelly Lawler	
Tel: (407) 237-1072	
<b>TOTAL</b>	<b>\$ 141,015.69</b>

**THANK YOU FOR YOUR BUSINESS!**

District: **Canopy  
Community Development District**

Capital Funding Request: **9**

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

Date: **12-Dec-18**

Payee	Description	Blueprint (1)	CDD	Amount
Sandco, Inc.	Construction Pay Application #12	\$0.00	\$141,015.69	\$141,015.69
Total Amount Due		\$0.00	\$141,015.69	\$141,015.69

**Allocation of Funding Request Cost Per Joint Project Agreement**

<b><u>Paying Entity</u></b>	<b><u>Amount</u></b>
<b><i>Blueprint Intergovernmental Agency</i></b>	<b><i>\$0.00</i></b>
Canopy CDD	<u>\$141,015.69</u>
Total	<u>\$141,015.69</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)
Less: Pay Request #12	(141,015.69)

Balance Remaining	<u>316,864.16</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>
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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)	\$	4,042,995.63
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	\$202,149.78
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	202,149.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,840,845.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,699,830.15
8. CURRENT PAYMENT DUE	\$	141,015.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	316,864.16

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: 12

PERIOD TO: 11/30/2018

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

CONTRACT DATE: 11/20/2017

Distribution to:

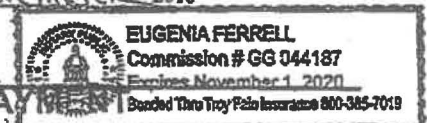
<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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: 11/29/18

State of Florida County of Leon  
Subscribed and sworn to before me this 29<sup>th</sup> day of NOVEMBER 2018  
Notary Public [Signature]  
My Commission expires 11/1/2020



## 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 ..... \$ 141,015.69

(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:

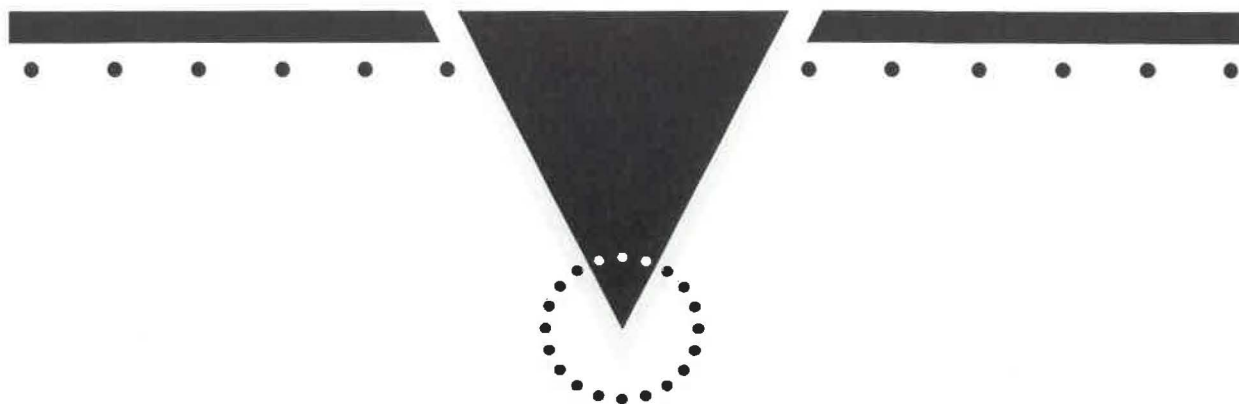
By: [Signature] Date: 12.4.2018

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.



# SECTION C

# SECTION 1



**Canopy  
Community Development District**

**Unaudited Financial Reporting**

**December 31, 2018**



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10-11	<u>Month to Month</u>
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13	<u>Assessment Receipt Schedule</u>

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**December 31, 2018**

	GENERAL	DEBT SERVICE	CAPITAL PROJECT	TOTAL
<b>ASSETS:</b>				
CASH	\$92,986	\$0	\$0	\$92,986
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
CONSTRUCTION	\$0	\$0	\$7,313,111	\$7,313,111
COSTS OF ISSUANCE	\$0	\$0	\$20,953	\$20,953
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
CONSTRUCTION	\$0	\$0	\$44	\$44
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,500,633	\$1,500,633
COSTS OF ISSUANCE	\$0	\$0	\$7,438	\$7,438
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
CONSTRUCTION	\$0	\$0	\$15	\$15
COSTS OF ISSUANCE	\$0	\$0	\$2,624	\$2,624
DUE FROM DEVELOPER	\$13,668	\$0	\$0	\$13,668
DUE FROM CAPITAL	\$87,970	\$0	\$0	\$87,970
DUE FROM GENERAL FUND	\$0	\$60,918	\$0	\$60,918
<b>TOTAL ASSETS</b>	<b>\$194,624</b>	<b>\$280,466</b>	<b>\$8,844,818</b>	<b>\$9,319,908</b>
<b>LIABILITIES:</b>				
ACCOUNTS PAYABLE	\$102,477	\$0	\$0	\$102,477
CONTRACTS PAYABLE	\$0	\$0	\$83,048	\$83,048
DUE TO CAPITAL	\$0	\$0	\$0	\$0
DUE TO DEVELOPER	\$0	\$0	\$1,697,380	\$1,697,380
DUE TO DEBT SERVICE	\$60,918	\$0	\$0	\$60,918
DUE TO GENERAL FUND	\$0	\$0	\$11,209	\$11,209
<b>FUND EQUITY:</b>				
FUND BALANCES:				
UNASSIGNED	\$31,228	\$0	\$0	\$31,228
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$82,146	\$0	\$82,146
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$104,688	\$0	\$104,688
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$93,632	\$0	\$93,632
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$5,542,426	\$5,542,426
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,508,115	\$1,508,115
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$2,639	\$2,639
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$194,624</b>	<b>\$280,466</b>	<b>\$8,844,818</b>	<b>\$9,319,908</b>

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

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

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$29,760	\$27,624	\$27,624	\$0
ASSESSMENTS - DIRECT	\$105,692	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$185,273	\$46,318	\$14,492	(\$31,827)
INTEREST	\$500	\$125	\$0	(\$125)
MISCELLANEOUS INCOME	\$2,500	\$625	\$0	(\$625)
<b>TOTAL REVENUES</b>	<b>\$323,725</b>	<b>\$74,692</b>	<b>\$42,116</b>	<b>(\$32,577)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE</u></b>				
ENGINEERING	\$12,000	\$3,000	\$0	\$3,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
DISSEMINATION	\$8,000	\$1,000	\$1,000	\$0
ATTORNEY	\$25,000	\$6,250	\$11,691	(\$5,441)
ANNUAL AUDIT	\$5,000	\$0	\$0	\$0
TRUSTEE FEES	\$10,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$2,500	(\$2,500)
MANAGEMENT FEES	\$35,000	\$8,750	\$8,750	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$625	\$217	\$408
TRAVEL	\$250	\$63	\$0	\$63
TELEPHONE	\$250	\$63	\$21	\$41
POSTAGE	\$1,500	\$375	\$111	\$264
PRINTING & BINDING	\$1,500	\$375	\$252	\$123
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$1,250	\$102	\$1,148
OTHER CURRENT CHARGES	\$1,000	\$250	\$176	\$74
OFFICE SUPPLIES	\$1,000	\$250	\$41	\$209
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$116,575</b>	<b>\$28,425</b>	<b>\$30,036</b>	<b>(\$1,611)</b>



# Canopy

## COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

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

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	VARIANCE
<b><u>MAINTENANCE</u></b>				
<b><u>COMMON AREA</u></b>				
LANDSCAPE MAINTENANCE	\$62,500	\$15,625	\$0	\$15,625
LANDSCAPE CONTINGENCY	\$12,500	\$3,125	\$0	\$3,125
PLANT REPLACEMENTS	\$7,500	\$1,875	\$0	\$1,875
IRRIGATION - REPAIRS	\$5,000	\$1,250	\$0	\$1,250
IRRIGATION - WATER	\$10,000	\$2,500	\$0	\$2,500
IRRIGATION - ELECTRIC	\$2,500	\$625	\$0	\$625
WETLAND MAINTENANCE	\$3,750	\$938	\$0	\$938
WETLAND MITIGATION REPORTING	\$1,250	\$313	\$0	\$313
LAKE MAINTENANCE	\$7,500	\$1,875	\$0	\$1,875
REPAIRS & MAINTENANCE	\$12,500	\$3,125	\$0	\$3,125
OPERATING SUPPLIES	\$1,250	\$313	\$0	\$313
<b><u>AMENITY CENTER</u></b>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$4,688	\$0	\$4,688
POOL ATTENDANTS	\$3,750	\$938	\$0	\$938
JANITORIAL	\$3,750	\$938	\$0	\$938
POOL MAINTENANCE	\$3,750	\$938	\$0	\$938
POOL CHEMICALS	\$1,875	\$469	\$0	\$469
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$938	\$0	\$938
POOL - WATER	\$250	\$63	\$0	\$63
TELEPHONE	\$625	\$156	\$0	\$156
WATER/SEWER	\$1,250	\$313	\$0	\$313
GAS	\$125	\$31	\$0	\$31
TRASH	\$600	\$150	\$0	\$150
PEST CONTROL	\$300	\$75	\$0	\$75
TERMITE BOND	\$188	\$47	\$0	\$47
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$469	\$0	\$469
ACCESS CARDS	\$625	\$156	\$0	\$156
ACTIVITIES	\$3,750	\$938	\$0	\$938
SECURITY/ALARMS/REPAIR	\$8,750	\$2,188	\$0	\$2,188
REPAIRS & MAINTENANCE	\$8,750	\$2,188	\$0	\$2,188
OFFICE SUPPLIES	\$500	\$125	\$0	\$125
HOLIDAY DECORATIONS	\$1,250	\$313	\$0	\$313
<b><u>OTHER</u></b>				
CONTINGENCY	\$1,250	\$313	\$0	\$313
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$207,151</b>	<b>\$54,241</b>	<b>\$0</b>	<b>\$54,241</b>
<b>TOTAL EXPENDITURES</b>	<b>\$323,726</b>	<b>\$82,666</b>	<b>\$30,036</b>	<b>\$52,630</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$1)</b>		<b>\$12,080</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$19,148</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$31,228</b>	

**Canopy**  
COMMUNITY DEVELOPMENT DISTRICT

**DEBT SERVICE FUND**  
**ASSESSMENT AREA 2 - SERIES 2018 A1 & A2**  
Statement of Revenues & Expenditures  
For The Period Ending December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
<b><u>REVENUES</u></b>				
ASSESSMENTS - DIRECT	\$522,530	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$82,146	\$82,146
INTEREST	\$500	\$35	\$35	\$0
<b>TOTAL REVENUES</b>	<b>\$523,030</b>	<b>\$35</b>	<b>\$82,181</b>	<b>\$82,146</b>
<b><u>EXPENDITURES</u></b>				
INTEREST A1 - 11/1	\$25,521	\$25,521	\$0	\$25,521
PRINCIPAL A1 - 5/1	\$70,000	\$0	\$0	\$0
INTEREST A1 - 5/1	\$67,555	\$0	\$0	\$0
INTEREST A2 - 11/1	\$60,347	\$60,347	\$0	\$60,347
INTEREST A2 - 5/1	\$159,743	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$35	-\$35
<b>TOTAL EXPENDITURES</b>	<b>\$383,166</b>	<b>\$85,868</b>	<b>\$35</b>	<b>\$85,833</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$139,864</b>		<b>\$82,146</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$85,868</b>		<b>\$0</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$225,732</b>		<b>\$82,146</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**  
**ASSESSMENT AREA 3 - SERIES 2018 A3**  
Statement of Revenues & Expenditures  
For The Period Ending December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
<b><u>REVENUES</u></b>				
ASSESSMENTS - DIRECT	\$304,735	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$104,688	\$104,688
INTEREST	\$250	\$44	\$44	\$0
<b>TOTAL REVENUES</b>	<b>\$304,985</b>	<b>\$44</b>	<b>\$104,732</b>	<b>\$104,688</b>
<b><u>EXPENDITURES</u></b>				
INTEREST - 11/1	\$57,561	\$57,561	\$0	\$57,561
INTEREST - 5/1	\$152,368	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$44	-\$44
<b>TOTAL EXPENDITURES</b>	<b>\$209,929</b>	<b>\$57,561</b>	<b>\$44</b>	<b>\$57,517</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$95,056</b>		<b>\$104,688</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$57,561</b>		<b>\$0</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$152,617</b>		<b>\$104,688</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**  
**ASSESSMENT AREA 1 - SERIES 2018 A4**  
Statement of Revenues & Expenditures  
For The Period Ending December 31, 2018

ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
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**REVENUES**

ASSESSMENTS - TAX ROLL	\$65,425	\$60,918	\$60,918	\$0
BOND PROCEEDS	\$0	\$0	\$32,714	\$32,714
INTEREST	\$250	\$0	\$14	\$14
<b>TOTAL REVENUES</b>	<b>\$65,675</b>	<b>\$60,918</b>	<b>\$93,646</b>	<b>\$32,728</b>

**EXPENDITURES**

INTEREST - 11/1	\$9,470	\$9,470	\$0	\$9,470
PRINCIPAL - 5/1	\$30,000	\$0	\$0	\$0
INTEREST - 5/1	\$25,069	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$14	-\$14
<b>TOTAL EXPENDITURES</b>	<b>\$64,539</b>	<b>\$9,470</b>	<b>\$14</b>	<b>\$9,456</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$1,136</b>		<b>\$93,632</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$9,471</b>		<b>\$0</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$10,607</b>		<b>\$93,632</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECT FUND - SERIES A1 & A2**

Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
<b><u>REVENUES</u></b>				
BOND PROCEEDS	\$0	\$0	\$7,622,854	\$7,622,854
TRANSFER IN	\$0	\$0	\$35	\$35
INTEREST	\$0	\$0	\$3,095	\$3,095
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,625,983</b>	<b>\$7,625,983</b>
<b><u>EXPENDITURES</u></b>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COI	\$0	\$0	\$291,918	-\$291,918
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,918</b>	<b>-\$291,918</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$7,334,064</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>-\$1,791,638</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$5,542,426</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECT FUND - SERIES A3**  
**Statement of Revenues & Expenditures**  
For The Period Ending December 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
<b><u>REVENUES</u></b>				
BOND PROCEEDS	\$0	\$0	\$2,630,313	\$2,630,313
TRANSFER IN	\$0	\$0	\$44	\$44
INTEREST	\$0	\$0	\$637	\$637
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,630,993</b>	<b>\$2,630,993</b>
<b><u>EXPENDITURES</u></b>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$1,019,258	-\$1,019,258
CAPITAL OUTLAY - COI	\$0	\$0	\$103,621	-\$103,621
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,122,878</b>	<b>-\$1,122,878</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$1,508,115</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$1,508,115</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECT FUND - SERIES A4**

Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

ADOPTED BUDGET	PRORATED BUDGET 12/31/18	ACTUAL 12/31/18	Variance
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**REVENUES**

BOND PROCEEDS	\$0	\$0	\$932,286	\$932,286
TRANSFER IN	\$0	\$0	\$14	\$14
INTEREST	\$0	\$0	\$1	\$1

<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$932,301</b>	<b>\$932,301</b>
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**EXPENDITURES**

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$893,101	-\$893,101
CAPITAL OUTLAY - COI	\$0	\$0	\$36,561	-\$36,561

<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$929,662</b>	<b>-\$929,662</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$2,639</b>		
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<b>FUND BALANCE - BEGINNING</b>	<b>\$0</b>	<b>\$0</b>		
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<b>FUND BALANCE - ENDING</b>	<b>\$0</b>	<b>\$2,639</b>		
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**Canopy  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES:</b>													
ASSESSMENTS - TAX ROLL	\$0	\$1,531	\$26,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,624
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$10,597	\$3,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,492
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
<b>TOTAL REVENUES</b>	<b>\$10,597</b>	<b>\$5,425</b>	<b>\$26,093</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$42,116</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE</b>													
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	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
ATTORNEY	\$5,709	\$5,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,691
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	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,750
INFORMATION TECHNOLOGY	\$50	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$217
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
POSTAGE	\$4	\$26	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111
PRINTING & BINDING	\$106	\$4	\$142	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
LEGAL ADVERTISING	\$102	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102
OTHER CURRENT CHARGES	\$81	\$81	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176
OFFICE SUPPLIES	\$21	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$16,664</b>	<b>\$9,614</b>	<b>\$3,758</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,036</b>



# Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b><u>MAINTENANCE</u></b>													
<b><u>COMMON AREA</u></b>													
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
<b><u>AMENITY CENTER</u></b>													
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
<b><u>OTHER</u></b>													
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
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$16,664</b>	<b>\$9,614</b>	<b>\$3,758</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,036</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$6,067)</b>	<b>(\$4,188)</b>	<b>\$22,335</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,080</b>

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
<b>FY17</b>										
<b>CASH</b>					\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FY18</b>										
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	11/19/18	\$ 14,232.83	\$ 64,917.59	\$ -	\$ -	\$ 19,779.73	\$ 40,137.86	\$ 5,000.00	\$ 50,684.76
<b>FY19</b>										
1	10/30/18	11/19/18	\$ 12,219.54	\$ 24,545.41	\$ -	\$ -	\$ 6,410.14	\$ 12,537.87	\$ 5,597.40	\$ 12,325.87
2	11/28/18		\$ -	\$ 9,712.08	\$ -	\$ -	\$ 949.47	\$ 4,868.41	\$ 3,894.20	\$ 9,712.08
Due from Developer			\$ 193,924.12	\$ 284,352.31	\$ 43,833.11	\$ 5,103.98	\$ 91,254.56	\$ 134,599.53	\$ 14,491.60	\$ 90,428.19

Total Developer Contributions FY19      \$ 14,491.60  
Total Due to Developer FY19      \$ 134,599.53  
Cash balance from Dove Pond -\$4930.47

**CANOPY**  
**COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

						Gross Assessments	\$	102,542	\$	31,992	\$	70,550		
						Net Assessments	\$	96,902	\$	30,232	\$	66,670		
													2018 A-4	
Date Received	Dist	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 31.20%	Debt Svc Fund 68.80%	Total 100%					
11/29/18	ACH	\$ 5,059.20	\$ -	\$ 151.78	\$ -	\$ 4,907.42	\$ 1,531.06	\$ 3,376.36	\$ 4,907.42					
12/13/18	ACH	\$ 73,618.55	\$ -	\$ 2,208.56	\$ -	\$ 71,409.99	\$ 22,279.15	\$ 49,130.84	\$ 71,409.99					
12/20/18	ACH	\$ 12,602.88	\$ -	\$ 378.09	\$ -	\$ 12,224.79	\$ 3,814.00	\$ 8,410.79	\$ 12,224.79					
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## SECTION 2

# Canopy

Community Development District

FY19 Funding Request #3

January 15, 2019

Payee		Capital Project FY2019
1	<b>Greenman-Pedersen, Inc</b>	
	Inv # 265101 - General Engineering Services - October 2018	\$ 3,600.37
	Inv # 266787 - General Engineering Services - November 2018	\$ 1,730.45
2	<b>Hopping Green &amp; Sams</b>	
	Inv # 103838 - Project Construction - October 2018	\$ 1,234.11
	Inv # 104418 - Project Construction - November 2018	\$ 687.23
		<b>\$ 7,252.16</b>
<b>Total:</b>		<b>\$ 7,252.16</b>

Please make check payable to:

Canopy Community Development District  
9145 Narcoossee Road, Suite A 206  
Orlando, FL 32827

# GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

RECEIVED

DEC 11 2018

BY: \_\_\_\_\_

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

November 21, 2018

Project No:

FLX-2017011.00

Invoice No:

265101

Project FLX-2017011.00 Canopy CDD Continuing Services

Professional Services from September 15, 2018 to October 26, 2018

Task 00100 General Services

**Professional Personnel**

		Hours	Rate	Amount
Justice, Travis	9/26/2018	1.50	177.50	266.25
Unit 4 and 5 Bid Addendum discussion				
McHugh, Joseph	10/2/2018	2.50	175.48	438.70
CDD Meeting; meeting w/A. Prado				
McHugh, Joseph	10/16/2018	1.50	175.48	263.22
Review Canopy CDD A&R PLOM				
McHugh, Joseph	10/17/2018	1.00	175.48	175.48
Proposed changes to PLOM				
McHugh, Joseph	10/18/2018	3.00	175.48	526.44
Communication; Supp. Eng. Rpt.; Eng. Cert. language; J. Kilinski revisions				
McHugh, Joseph	10/19/2018	1.00	175.48	175.48
Con't. Communication; Supp. Eng. Rpt.; Eng. Cert. language; J. Kilinski revisions				
Prado, Abraham	9/20/2018	4.00	175.48	701.92
Pay request review and approval. Coordination on monitorign requirements for Dove Pond dam with environmenatl consultants				
Prado, Abraham	9/21/2018	1.00	175.48	175.48
Addendum issuance and coordination for Units 4 & 5				
Prado, Abraham	10/2/2018	2.00	175.48	350.96
Attend CDD meeting				
Prado, Abraham	10/5/2018	2.00	175.48	350.96
Addendum to 4 & 5 bid and coordination on rebid with Jennifer at HG&S				
Prado, Abraham	10/26/2018	1.00	175.48	175.48
Addendum #8 to Units 4 & 5				
Totals		20.50		3,600.37
Total Labor				3,600.37
Total this Task				\$3,600.37
Total this Invoice				\$3,600.37

# **GPI** Greenman-Pedersen, Inc.

Engineering and Construction Services

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

December 19, 2018  
Project No: FLX-2017011.00  
Invoice No: 266787

Project FLX-2017011.00 Canopy CDD Continuing Services

Professional Services from October 27, 2018 to November 23, 2018

Task 00100 General Services

Professional Personnel

		Hours	Rate	Amount	
Hickox, Jonathan	11/6/2018	.50	130.00	65.00	
CDD assessment areas to surveyor					
Hickox, Jonathan	11/13/2018	1.00	130.00	130.00	
phasing plan for bid set					
McHugh, Joseph	11/10/2018	.50	175.48	87.74	
Communication from J. Kilinski					
McHugh, Joseph	11/15/2018	1.50	175.48	263.22	
Research Tax-Exempt issue					
McHugh, Joseph	11/16/2018	2.00	175.48	350.96	
Research Tax-Exempt issue					
McHugh, Joseph	11/19/2018	.75	175.48	131.61	
Communications w/J. Kilinski, A. Hembree					
Prado, Abraham	11/5/2018	2.00	175.48	350.96	
Review requisition documents for board meeting					
Prado, Abraham	11/6/2018	2.00	175.48	350.96	
CDD meeting					
Totals		10.25		1,730.45	
Total Labor					1,730.45
Total this Task					\$1,730.45
Total this Invoice					\$1,730.45

**RECEIVED**

JAN 11 2019

BY: \_\_\_\_\_

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

November 20, 2018

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

Bill Number 103838  
Billed through 10/31/2018

### Project Construction

CANCDD 00103 JLK

5  
1-31-18 315  
/ call checker

### FOR PROFESSIONAL SERVICES RENDERED

10/02/18	JLK	Confer with GPI regarding addendum and extension of permits.	0.70 hrs
10/02/18	JLK	Multiple calls with chairman and engineers on units 4/5 and update addendums and RFP documents; confer with Hunter on same; research related to same.	2.40 hrs
10/19/18	JLK	Continue finalization of supplemental ER.	0.80 hrs
10/23/18	JLK	Confer with engineer on RFP addendum; draft same; confer regarding permit timeline and updates to report on same.	0.40 hrs
10/31/18	JLK	Confer with engineer on questions of tax exempt purchases and review docs on same.	0.30 hrs

Total fees for this matter \$1,219.00

### MATTER SUMMARY

Kilinski, Jennifer L.	4.60 hrs	265 /hr	\$1,219.00
TOTAL FEES			\$1,219.00
INTEREST CHARGE ON PAST DUE BALANCE			\$15.11
TOTAL CHARGES FOR THIS MATTER			\$1,234.11

### BILLING SUMMARY

Kilinski, Jennifer L.	4.60 hrs	265 /hr	\$1,219.00
TOTAL FEES			\$1,219.00
INTEREST CHARGE ON PAST DUE BALANCE			\$15.11
TOTAL CHARGES FOR THIS BILL			\$1,234.11

Please include the bill number on your check.



# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

December 17, 2018

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

Bill Number 104418  
Billed through 11/30/2018

**Project Construction**  
**CANCDD 00103 JLK**

### FOR PROFESSIONAL SERVICES RENDERED

11/02/18	JLK	Confer with engineer on units 4/5 and FEIN numbers related to tax forms.	0.50 hrs
11/19/18	JLK	Draft tax exempt direct purchase forms and confer with GPI on same; review addendum for RFP for same.	0.70 hrs
11/28/18	LMF	Prepare construction funding agreement with Ox Bottom Mortgage Holdings, LLC; confer with Hembree regarding same.	1.30 hrs
11/29/18	JLK	Confer with engineer on units 4/5 and direct purchase forms.	0.60 hrs
Total fees for this matter			\$665.50

### MATTER SUMMARY

Kilinski, Jennifer L.	1.80 hrs	265 /hr	\$477.00
Flore, Lydia M. - Paralegal	1.30 hrs	145 /hr	\$188.50
TOTAL FEES			\$665.50
INTEREST CHARGE ON PAST DUE BALANCE			\$21.73
TOTAL CHARGES FOR THIS MATTER			<b>\$687.23</b>

### BILLING SUMMARY

Kilinski, Jennifer L.	1.80 hrs	265 /hr	\$477.00
Fiore, Lydia M. - Paralegal	1.30 hrs	145 /hr	\$188.50
TOTAL FEES			\$665.50
INTEREST CHARGE ON PAST DUE BALANCE			\$21.73
TOTAL CHARGES FOR THIS BILL			<b>\$687.23</b>

**Please include the bill number on your check.**