

*Canopy Community
Development District*

Agenda

April 2, 2019

AGENDA

Canopy

Community Development District

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

March 26, 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, April 2, 2019 at 11:00 AM at the Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the March 5, 2019 Board of Supervisors Meeting and Acceptance of the March 5, 2019 Audit Committee Meeting
4. Consideration of RFQ Responses for Architectural Services
5. Consideration of Resolution 2019-08, Award of Units 4/5 Infrastructure Contract (*under separate cover and anticipated to continue meeting on this agenda item*)
6. Ratification of Interlocal Agreement
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Ratification of Capital Funding Request #10 Dove Pond Regional Stormwater Construction Project
 - ii. Ratification of Capital Funding Request #11 Dove Pond Regional Stormwater Construction Project
 - iii. Consideration of RSH Change Order #2
 - iv. Consideration of Sandco Change Order #3
 - C. District Manager's Report
 - i. Approval of Check Register Summary
 - ii. Balance Sheet and Income Statement
 - iii. Consideration of Capital Funding Request #6
 - iv. Update on Auditor Selection Process
8. Other Business
9. Supervisors Requests
10. Adjournment

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

¹ Comments will be limited to three (3) minutes

The third order of business is the approval of the minutes of the March 5, 2019 Board of Supervisors meeting and acceptance of the March 5, 2019 Audit Committee meeting. A copy of both minutes are enclosed for your review.

The fourth order of business is the consideration of RFQ responses for architectural services. Supporting documentation is enclosed for your review.

The fifth order of business is the consideration of Resolution 2019-08 award of Units 4/5 infrastructure contract. This item will be provided under separate cover and it is anticipated to continue meeting on this agenda item.

The sixth order of business is the ratification of the interlocal agreement. A copy of the agreement is enclosed for your review.

The seventh order of business is Staff Reports. Section B is the Engineer's Report. Sub-Section 1 is the ratification of Capital Funding request #10 Dove Pond Regional Stormwater Construction Project. Supporting documentation is enclosed for review. Sub-Section 2 is the ratification of Capital Funding request #11 Dove Pond Regional Stormwater Construction Project. Supporting documentation is also enclosed for review. Sub-section 3 is the consideration of RSH Change Order #2. Sub-Section 4 is the consideration of Sandco Change Order #3. A copy of the change orders are enclosed for your review. Section C is the District Manager's Report. Sub-Section 1 is the approval of check register summary. A copy of the check register is enclosed for your review. Sub-Section 2 is the balance sheet and income statement for your review. Sub-section 3 is the consideration of Capital Funding Request #6. Supporting documentation is enclosed for your review. Sub-Section 4 is the update of Auditor selection process. There is no supporting documentation.

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
Abe Prado, District Engineer
Darrin Mossing Jr., GMS

Enclosures

MINUTES

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, March 5, 2019 at 11:10 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

Also present were:

Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Abraham Prado	District Engineer
Lauren Gentry	Hopping Green & Sams
Darrin Mossing, Jr.	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 11:10 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 February 5, 2019 Meeting

On MOTION by Mr. Russell seconded by Mr. Asbury with all in favor the minutes of the February 5, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of No. 1 Ranked Firm to Provide Auditing Services for Fiscal year 2018

Mr. Mossing stated next is acceptance of the Audit Committee recommendation and selection of the number one ranked firm to provide audit services for Fiscal Year 2018.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the recommendation of the Audit Committee of Carr, Riggs & Ingram being ranked no. 1 subject to negotiating the fee and if unable to do so then go to the second ranked firm, Grau & Associates and try to negotiate a lower fee was approved.

FIFTH ORDER OF BUSINESS

Consideration of Proposal for Monitoring for Wetland Creation

A. Proposal from Cardno for Monthly Service \$94,615

B. Proposal from Florida Environmental and Land Services for a Quarterly Service \$26,350

Mr. Mossing stated the District did receive two proposals one from Cardno for a five-year annual fee of \$94,615 and a proposal from Environmental and Land Services for a quarterly service, for a five-year total of \$46,350.

Mr. Prado stated Dove Pond is approaching completion as part of the Dove Pond permit, there is some wetland mitigation that was required to be done. As part of that wetland mitigation, the regulatory agencies require you to have a monitoring plan, as part of the monitoring plan you need to be able to control native species. The proposals are to perform that work for the District for the next five years. It is an annual monitoring requirement to check whether the wetland creation is trending towards success and success is identified in the permit as the number of plants that you planted that are producing and growing and also a threshold of how much invasives you can have. You have to do that every year and you have to control the invasives. Both proposals are for mitigation monitoring and provide treatment for any invasive species that are out there. Cardno is proposing a monthly herbicide service, Florida Environmental is proposing to do a quarterly service. The difference is the herbicide service that Cardno is proposing is 35 services, so monthly for the few years whereas Florida Environmental is proposing quarterly. They both have experience and I would trust Florida Environmental that they could perform this adequately.

Mr. Russell asked who monitors that?

Mr. Prado stated they need to as a function of their permit and monitoring report. As far as their monitoring report they each report to DEP all the activities and we will receive copies of those reports. The report is due annually and what they include, that is not included in Cardo's

proposal, is they include a baseline monitoring, which is \$2,900 so in a way you are having a little extra expense with Florida Environmental and what they want to do upon completion of the project by the contractor they want to go out there and make sure that baseline meets the criteria by DEP. In a way it is a double check to make sure you are getting what you are paying for through Dove Pond.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor the proposal from Environmental and Land Services for a five-year total cost of \$46,350 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Real Property Conveyance

Ms. Kilinski stated there are two forms of deeds in your agenda package. This is a result of certain of Unit 3 Phases 1 and 7 improvements and underlying real property being conveyed to the City of Tallahassee. The District already owns the improvements, the actual roadways, the District acquired that when we went through the acquisition process but we didn't acquire the real property largely because there wasn't a plat, we would have had to have a metes and bounds description but the city is requiring the real property also be conveyed because the District owns the improvements. We now have before you a deed with a legal description for that acquisition by the District. You will see a reciprocal deed from the District to the City of Tallahassee. These have already been reviewed by Developer's Counsel so we are just looking for a motion to approve those.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the grants of Special Warranty Deed for the 1.18 acre tract and 0.18 acre tract from Ox Bottom Mortgage Holdings to the Canopy Community Development District was accepted and the grant a Special Warranty Deed for the 1.18 acre tract and 0.18 acre tract to the City of Tallahassee was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Consideration of Change Order No. 1 for Sandco Dove Pond Stormwater Facility to reduce the required limits of general liability insurance from \$7 million to \$5 million

Mr. Prado stated this is something that had been missed from a while back and never brought to the Board for consideration. Change Order no. 1 proposes to adjust the insurance limits from \$7 million to \$5 million. I believe it is to bring it more in line with the market insurance limits that are available for the local contractors.

Ms. Kilinski stated my recollection is that we sent this over to Blueprint since they were funding and they were fine with it as long as it meets the project threshold.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor Change Order no. 1 for Sandco Dove Pond stormwater facility to reduce the required limits of general liability insurance from \$7 million to \$5 million was approved.

ii. Consideration of Change Order No. 2 for Sandco Dove Pond Stormwater Facility for Alternate No. 1 Karst Remediation for a Net Increase of \$416,070

Mr. Prado stated this change order is for additional time and additional money. It is associated with the Karst remediation and the additional time associated with that.

Ms. Kilinski stated this was a bid alternate when we bid the contract because we weren't sure how much Karst remediation would be needed so they priced a cubic yard price and then it was just however much they needed to use.

Mr. Patterson asked does Blueprint have to approve this?

Ms. Kilinski responded no, they have been engaged as partners in the CEI firm, which we will talk about a little bit later. As you will recall the District and Blueprint jointly retained the CEI firm who has reviewed and approved this.

On MOTION by Mr. Russell seconded by Mr. Patterson with all in favor Change Order no. 2 with Sandco for Dove Pond stormwater facility alternate no. 1 for a net increase of \$416,070 was approved.

iii. Consideration of Change Order No. 4 for Sandco Dove Pond Stormwater Facility for a net increase of \$307,276.40

Mr. Prado stated at this point we are still reviewing some of the backup information and we want to table this item.

Ms. Kilinski stated this dovetails into item four, which we will talk about with a little more specificity. Essentially, it is not just the change order amount, which I think this Friday, RS&H who is your CEI firm approved the amount so we need to look at the backup because it is also tangentially related to RS&H's change order required for additional days and we have not had a chance to dig in to the paperwork and backup for the additional days.

The RS&H change order is closely related. What they are asking for in change order amount is \$404,053.32, which is a significant change order. We have asked for backup documentation, which I received in my office yesterday to true up these numbers. We met with them last Tuesday, Abe, Tom and I with two of their project team members trying to determine where they arrived at this \$404,000 because the amount of days and the backup for manhours worked and not at the contract pullover that they brought for a nine-month time period just didn't line up. We have had a lot of discussion, they have reduced that amount to \$286,000, which we believe is still way too high based on the work that was actually performed in the field so what we are recommending for both of these change order requests is to authorize your chair to continue to review and negotiate a change order request from RS&H at a not to exceed \$100,000 amount. We may or may not get there and we can bring it back to you at your next Board meeting if it exceeds that amount but based on our preliminary review of the documentation they provided and the number of days that Sandco actually worked between weekends and weather days and work that was actually done on the dam rather than wetland mitigation or non-associated dam work we are looking at closer to 75 to 100 days of work rather than nine months of work. We have already discussed with them what our position is on the number of contractual breaches. You may recall that when we did the RS&H agreement they were required to invoice the District monthly for work performed and they were also required before they incurred any additional costs over the contract amount to come to us with a change order in advance so that we could negotiate what their staffing levels were going to be. We saw no invoices and no requests for work for nine months. We got hit with a \$400,000 change order and that is only through the middle of February.

Mr. Asbury stated my position is they were originally hired to make sure the dam got built correctly and that is what we were most worried about and the dam was finished in June other than the spillway, which is a concrete spillway that runs around the dam. We had a lot of issues with

permitting that and they went back and wanted to change some things and it sat and the rain came and they couldn't put it in so nothing happened. We would have adjusted that contract in June had they come to us. I would like to have the right to negotiate this up to a maximum of \$100,000. Are we doing both of these or just this one right now?

Ms. Kilinski stated from the Sandco perspective I would say not to exceed their change order amount. I don't think that there is any dispute about the cost, the additional work, although we haven't had a chance to review it with any level of detail, but we likely will be disputing the number of calendar days.

RS&H has approved that and with the number of calendar days they are trying to get on theirs.

Ms. Kilinski stated they are required to get permission for overtime work prior to expending those amounts too. There are a lot of things wrong with the billing. If you look at the calendar days submittal, we asked for preliminary backup. The number of days that were not worked are significant. The other challenge is that they are claiming they get payment for almost all weekends, which under our contract with Sandco, Sandco is not permitted to work weekends without clear direction by the District, or written direction by the District, which was never provided either. Even all of these non-pursuit days are either weekends or they are going to be getting paid for Christmas Day, New Year's Day. Certainly, there is negotiation room. We just got the backup yesterday.

We have prompt payment responsibilities on our construction contract so we can dispute the amounts we are disputing but I recommend we authorize staff and the Chair, GPI and myself up to the contract amount because we are not ready to dispute any amount yet since we just got the backup for it but I don't want to hold payment for them for 30 days if we find tomorrow that this is actually a payment that should be made.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor Mr. Asbury was authorized to negotiate Change Order no. 4 with Sandco for Dove Pond stormwater facility for a net increase not to exceed \$307,276.40.

iv. Consideration of Change Order no. 2 for RS&H for CEI Services for a net increase of \$404,053.32

This item was discussed under item iii.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor Mr. Asbury was authorized to negotiate a change order with RS&H in an amount not to exceed \$100,000.

- v. Consideration of Warranty and Release of Restrictions on District's Right to Use Plans for Construction Improvements – Unit 3**
- vi. Consideration of Acquisition of Work Product**
- vii. Consideration of Revised Requisition no. 1 for Unit 3 from the Series 2018A-1/2 Bonds Capital Fund Project**

Ms. Kilinski stated these items are all related. The District had accepted the assignment of the Unit 3 contract but we don't own the plans so we can't yet authorize payment for Requisition no. 1 under that contract until we actually own the plans on which the project is being built. We are asking for authorization to execute this warranty and release, authorization to execute the acquisition of work product and ultimately authority to authorize Requisition no. 1, which will be approved by GPI assuming the numbers are fine once we actually have these documents executed. Again, since the District doesn't own the plans we can't rely on the warranty or use the plans until we actually own them. That is why these items are closely related. It is part of the District's capital improvement plan, it is part of the Unit 3 plan, it is for professional fees, soft costs as well as construction related to that project.

Mr. Asbury stated basically it is saying the plans that GPI has created now the District owns those instead of the developer.

Ms. Kilinski stated yes, the District needs to buy them or otherwise have them released to the District because it is going to be part of our project.

Mr. Asbury asked would you then get a disk?

Ms. Kilinski stated, no GPI is the District's Engineer, it is not necessarily that we have to get them in our possession because GPI is under contract to the District too, but it is a release, GPI executing this release to say we recognize we have been paid in full and we are willing to release and provide you a warranty of those plans. Hypothetically speaking the District has Unit 3 under contract by way of an assignment. Let's say there was a design defect or a construction defect and the District needed the right to enforce the plans, whether it is because Sandco did not adhere to the plans or because the plans weren't made right. We wouldn't have the contractual authority or ownership around those plans to be able to make those claims. It is important that the District own

the plans. My understanding is that Unit 3 is part of a bigger contract of the landowner so they need some time to be able to figure out exactly how much those plans cost.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor items v, vi, and vii were approved.

viii. Ratification of Capital Funding Request No. 10 Dove Pond Regional Stormwater Construction Project in the amount of \$85,457.75

This item was tabled.

ix. Ratification of Capital Funding Request No. 11 Dove Pond Regional Stormwater Construction Project in the amount of \$291,912.58

This item was tabled.

x. Consideration of Work Authorization to Provide Architectural Services for Amenity Center

Ms. Kilinski stated the idea originally was to have GPI sub-consult architectural services but because of the timeline we have plenty of time to go out with an RFQ for architects. It will be helpful when the District goes to bid the amenity center to have an architect on retainer directly with the District to provide some help in that bidding process as well as construction administration services that they will ultimately be signing off on those requisitions when we start building the amenity center, it is an architectural project rather than an engineering project. This RFQ for architectural services is not like the RFP you have done in the past where you have evaluation criteria and come back and rank them. It is all based on qualification and those categories are already set forth within your District's rules of procedure and the statute. You ask things like project location, manpower, they have to submit their standing in Florida and that sort of thing. It is all statutorily driven. It is a 14-day notice period so it is a matter of getting it in the newspaper and you have to give them 14 days to submit qualification. We can do that and by the April meeting you could look at qualifications. The next step after that is you authorize negotiating a contract with whoever you rank as no. 1 and that is when you get hourly prices associated with that contract.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor staff was authorized to issue a request for architectural qualifications.

C. Manager

i. Balance Sheet and Income Statement

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

ii. Consideration of Capital Funding Request No. 5

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor capital Funding Request no. 5 in the amount of \$3,795.76 was approved.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests

There being none,

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the meeting adjourned at 11:45 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The Canopy Community Development District Audit Committee met Tuesday, March 5, 2019 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present were:

Tom Asbury
Gregg Patterson
John "Al" Russell
Darrin Mossing
Jennifer Kilinski
Lauren Gentry
Darrin Mossing, Jr.
Abraham Prado

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the Audit Committee meeting to order at 11:00 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 January 22, 2019 Meeting

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the January 22, 2019 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Tally of Audit Committee Members Rankings and Selection of an Auditor

Mr. Mossing stated the District received four proposals from independent certified public auditing firms. Three of the firms, Grau & Associates, Carr Riggs, and Berger Toombs have significant Community Development District auditing experience and our office works with them on many District audits. Lanigan & Associates has one on their proposal and that is Fallschase Community Development District. The other three firms are very well qualified, all their

personnel meet the highest requirements. The fees are also included in your agenda package. The fees for Lanigan & Associates for the five-year period is \$34,500, Carr Riggs is \$25,750, Grau & Associates is \$24,500 and Berger Toombs is \$21,100. Price is a consideration in terms of our recommended ranking. In the evaluation of the proposals received Berger Toombs did fail to include a schedule representing that they will express an opinion on the financials, but we wouldn't disqualify them for not including that.

Ms. Kilinski stated it is really important that the audit is timely filed with the District for review prior to the June 30th submittal date. The schedule is important to make sure they are meeting stages along the way of when they are going to submit financials, etc. so Darrin's office can work with them on a timely basis. That was one concern about understanding the scope of work.

Ms. Gentry stated on Lanigan's proposal on page 11 they did state that they would complete the audit no later than April 15th.

Mr. Asbury asked is Grau & Associates local?

Mr. Mossing responded no, Grau operates out of Boca Raton, Berger Toombs is Fort Pierce, Carr Riggs has offices in many places including here in Tallahassee and Lanigan operates out of Tallahassee.

Mr. Asbury stated I like the idea of local but over a five-year period Grau is cheaper.

Mr. Mossing stated by \$1,250 over a five-year period.

Ms. Kilinski stated there is an ability to potentially negotiate. In the Carr Riggs proposal it says if you use some of their automated auditing capabilities then they would be willing to negotiate some of those future years because theirs step up pretty significantly in year two.

Mr. Asbury stated I would much rather see a local firm get it, I feel if we could negotiate with them to get them, they are starting out higher and if we can negotiate them down and get closer to the Berger Toombs proposal then I would be in favor of that and if not then I would go with Grau & Associates and see if you can negotiate with them.

Mr. Mossing stated you could make a motion to approve ranking Carr Riggs as the number one ranked firm subject to us negotiating a lower fee at least to the next proposal, which is Grau & Associates.

Mr. Asbury stated I would like to rank Carr Riggs no. 1 subject to being able to negotiate the fee to be more in line with the other proposers and if they won't negotiate them, to go with Grau & Associates and see if we can negotiate that fee.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor Carr, Riggs & Ingram was ranked no. 1, subject to staff being able to negotiate the fee more in line with the other proposals, Grau & Associates no. 2 also subject to negotiation, Berger, Toombs, Elam, Gaines & Frank no. 3 and Lanigan & Associates no. 4.

On MOTION by Mr. Patterson seconded by Mr. Asbury with all in favor the Audit Committee meeting adjourned at 11:10 a.m.

SECTION IV

**CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ARCHITECTURAL PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Canopy Community Development District

Architectural RFQ Ranking Sheet

[illegible]

SECTION V

*This item will be provided under
separate cover*

SECTION VI

BLUEPRINT

INTERGOVERNMENTAL AGENCY

March 15, 2019

Via Electronic Mail

Jennifer L. Kilinski, Esq.
Hopping, Green, and Sams
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301-1591
JKilinski@hgslaw.com

Re: City, Blueprint, and Canopy Interlocal Agreement

Dear Ms. Kilinski,

Please find enclosed with this letter the executed and recorded tri-party Interlocal Agreement among the City of Tallahassee, Blueprint Intergovernmental Agency, and Canopy Community Development District. We are appreciative of all of your efforts in this matter. Please feel free to contact me with any questions you may have.

Sincerely,


Patrick T. Kinni, Esq.

PTK/vw
Enclosures

cc: Benjamin Harrison Pingree, Director of PLACE
Autumn Calder, Blueprint Director

INTERLOCAL AGREEMENT

GWEN MARSHALL, CLERK OF COURTS

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of March 13, 2019, is entered into by and between the City of Tallahassee ("City"), a Florida municipal corporation, Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Agency"), an intergovernmental agency created pursuant to section 163.01(7), Florida Statutes, by and between City of Tallahassee and Leon County, and the Canopy Community Development District ("District"), a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes (together, the City, the Agency and the District are hereinafter the "Parties").

RECITALS:

WHEREAS, on or about June 6, 2016, Ox Bottom Mortgage Holdings, LLC ("Ox Bottom"), Toe2, Inc. ("T2") and the City entered into an Amended and Restated Development Agreement ("Development Agreement"), concerning the Canopy Planned Unit Development (the "Development"); and

WHEREAS, the Development Agreement addresses construction of Welaunee Boulevard Segments 1, 2 and 3, and various sidewalks and multipurpose trails within the Development; and

WHEREAS, the Development Agreement provides that Ox Bottom shall construct and pay for Welaunee Boulevard Segment 1; and

WHEREAS, the Development Agreement further provides that Ox Bottom, on its own or through the District, may opt to construct all or parts of Welaunee Boulevard Segments 2 and 3, and the accompanying sidewalks and multipurpose trails, sooner than scheduled to be constructed by the City, and the City will reimburse the actual construction costs subject to an agreement addressing the terms for reimbursement; and

WHEREAS, the Parties acknowledge that this Interlocal Agreement is limited to addressing the portions of Welaunee Blvd Segments 2 and 3 not yet constructed and that this Interlocal Agreement is not intended to address funding obligations for any other portion of Welaunee Boulevard nor shall it operate as a waiver or relinquishment of rights not expressly provided herein; and

WHEREAS, the District has agreed to construct part of Segment 3 of Welaunee Boulevard (station 27+75 to station 68+40), and the accompanying sidewalks and multipurpose trails, along with the turn lane portion of Segment 2, as described in the Development Agreement and as specifically set out in Exhibit A, General Project Description and Scope of Services ("the Project") and more particularly set forth herein; and

WHEREAS, the Agency has included Welaunee Boulevard as part of the Blueprint 2020 Infrastructure Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase I; and

WHEREAS, the Agency has approved funding of the Project subject to the terms and conditions provided herein; and

WHEREAS, Ox Bottom and the District will bear the full cost of design plans for the four-lane Welaunee Boulevard roadway, Segments 1-3, ensuring design continuity for the roadway and parallel multimodal facilities; and

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

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

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

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

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

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

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

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

ARTICLE I INTRODUCTION

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

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

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

ARTICLE II CONSTRUCTION AND FUNDING AGREEMENT

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

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

Section 2.03. City Reimbursement of Costs to District. The City will reimburse actual construction costs of the Project incurred by the District, subject to the terms and conditions contained herein.

The District may submit a pay request to the City upon the following:

(a) Completion of an entire phase of the Project with phasing as follows: B-3: Welaunee Blvd. 27+75 to 28+50; B-4: Welaunee Blvd. 28+50 to 52+00; B-5: Welaunee Blvd. 52+00 to 68+40;

(b) Acceptance of a completed phases or phases of the Project by the City, subject to compliance with all approved plans and specifications and permitting conditions, which acceptance will not be unreasonably withheld by the City;

(c) Dedication of the completed phase or phases of the Project to the City, which dedication shall not be unreasonably withheld by the City; and

(d) Submission and acceptance by the City of the documentation described in **Exhibit C**, Project Documentation.

Payment shall be due to the District within 90 days of submission of an authorized pay request. Notwithstanding the foregoing, no payment shall be due from the City to the District prior to October 1, 2019.

Section 2.04. Agency Reimbursement to City. The Agency shall pay to the City the actual construction costs of the Project incurred by the District and reimbursed by the City, subject to the terms and conditions contained herein. The payments by the Agency to the City shall be consistent with Exhibit D, Repayment Schedule.

Section 2.05. Design, Construction and Maintenance. The District shall complete the Project with all practical dispatch and in a sound, economical and efficient manner and in accordance with the provisions herein, and all applicable laws. The District shall ensure that the Project is designed and constructed in accordance with **Exhibit A**, General Project Description and Scope of Services, and with all applicable regulations, standards, and plans, including compliance with Blueprint Procurement Policy, Section 101.07.1., governing utilization of the Minority, Women and Small Business Enterprise (MWSBE) Program, and that construction is performed by a qualified contractor or contractors, and that all necessary permits from any governmental agency are obtained as required by law. The City and the Agency must approve all plans and specifications for the Project prior to commencement of any construction. The District shall maintain the Project, or portions thereof, until dedication and acceptance of the Project, or portions thereof, to the City.

Section 2.06. Completion of Project. The District shall complete construction of the Project, and all roadway constituting the Project shall be dedicated and accepted by the City, by or before December 31, 2022.

Section 2.07. Final Plans and Certification. Upon completion of the Project, the District will submit to the City and the Agency final as-built plans and an engineering certification that the construction of the Project was completed in accordance with those plans.

Section 2.08. Dedication to City. Upon completion of the Project, or any approved phase thereof, and approval by the City, which approval shall be in accordance with standard permitting review of roadway projects and shall not be unreasonably withheld, the Project or approved phase thereof, along with the associated right-of-way shall be dedicated to the City. No costs shall be reimbursed for any part or portion of the Project until such part or portion of the Project has been dedicated to the City.

Section 2.09. Limitation on City and Agency Funding. The City and Agency funding for the Project shall not exceed \$5,813,124.48. In no event shall the City or Agency be responsible to the District for any amount to exceed \$5,813,124.48, unless otherwise agreed

to in writing by all the Parties. Unless otherwise agreed to in writing by the Parties, the District shall fund any costs exceeding \$5,813,124.48 without any further or additional contribution or payment from the City or Agency. This amount is based upon the General Project Description and Scope of Services, **Exhibit A**, and the Project Costs Estimate set forth in **Exhibit B**. Project costs eligible for City and Agency participation as identified herein are subject to Budget and appropriation by the relevant governing bodies of the Parties, which appropriation is an obligation under this Interlocal Agreement.

Section 2.10. Selection of Contractor. The District shall be responsible for procuring its own construction contractor for performance of the work related to the Project. The District shall utilize a competitive bidding process to select the contractor to construct the Project to the extent required and in accordance with Florida Law. Prior to bidding, the construction plans and applicable permits shall be approved by the City. The District shall provide notice of the opportunity to bid to all Prequalified Roadway Contractors listed with the City of Tallahassee. Any such Prequalified Roadway Contractor shall be entitled to submit a bid for the work provided the contractor has a bonding capacity sufficient to provide the required performance bond for the Project.

Section 2.11. Bonds: No Liens. The District will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the construction contractor for the Project. The District will ensure that no liens shall be placed on the Project.

Section 2.12. Requisitions and Payments. Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.01. Expiration of Interlocal Agreement. If the District fails to complete the Project in its entirety by December 31, 2022, except as otherwise provided herein, then this Interlocal Agreement will expire on such date unless prior to such expiration, an extension is requested and approved in writing by all Parties hereto. In the event of an expiration of this Interlocal Agreement, the City shall reimburse the District and the Agency shall reimburse the City, for the portions of the Project which have been completed in accordance with the obligations in this Interlocal Agreement and such reimbursement shall occur pursuant to the terms of this Interlocal Agreement. If the Project is not completed prior to December 31, 2022, and this Interlocal Agreement is not extended, the District agrees to fully cooperate with the City and Agency to transition all responsibilities related to the Project for purposes of assuring its completion in a timely and efficient manner.

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

which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

If to the City:	City Manager 300 S. Adams St. Tallahassee, Florida 32301
With Copy to:	City Attorney 300 S. Adams St., Box A-5 Tallahassee, Florida 32301
If to the Agency:	Blueprint Intergovernmental Agency 315 S. Calhoun St., Suite 450 Tallahassee FL 32303 Attn: Benjamin Harrison Pingree Director of PLACE
With Copy to:	Blueprint Legal Counsel 315 S. Calhoun St., Suite 450 Tallahassee, FL 32303 Attn: Patrick T. Kinni, Esq.
If to the District:	Canopy Community Development District 135 West Central Blvd, Suite 320 Orlando, FL 32801 Attn: District Manager
With Copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 119 Tallahassee, Florida 32301 Attn: Jennifer L. Kilinski

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

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

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Parties from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the Agency and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Project within the control of the City or the Agency), material shortages, industry wide strikes, boycotts, lockouts or labor disputes or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

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

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

of or are caused by any act or omission of the District or its contractor, or sub-contractors, or their employees or agents, arising from the construction of the Project or this Interlocal Agreement.

The District shall also cause the Agency and City to be named as additional insureds with coverage limits of not less than 5 million with respect to insurance coverage other than Worker's Compensation or Professional Liability, provided by the District's construction contractor and will provide the Agency and City with a copy of any certifications of coverage received by the District from its construction contractor. Additionally, the District will require its construction contractor to post a performance and payment bond for all work under the construction contract, including the Project, and will ensure that the Agency and City are named as a beneficiary or insured under such bond with respect to the Project. The bond shall be issued by a surety and in a form reasonably acceptable to both the District and the Agency and City.

Section 3.08. Other Agreements. The Parties acknowledge that this Interlocal Agreement is limited to addressing the portions of Welaunee Blvd Segments 2 and 3 not yet constructed and that this Interlocal Agreement is not intended to address funding obligations for any other portion of Welaunee Boulevard nor shall it operate as a waiver or relinquishment of rights not expressly provided herein. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any agreement between Ox Bottom, the Agency and/or the City, including but not limited to the Development Agreement, or any applicable development order, approval or regulation issued by the City.

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

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

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

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

Section 3.13. Applicable Law and Venue; Waiver of Jury Trial. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Leon County,

Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Interlocal Agreement.

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

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

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

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

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

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

Section 3.20 Incorporation of Exhibits.

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

Section 3.21 Precedence Order.

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

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

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



CITY OF TALLAHASSEE

By: John E. Dailey
Its: Mayor

ATTEST:

James O. Cooke IV
James O. Cooke IV, City Treasurer-Clerk

APPROVED AS TO FORM:

Cassandra K. Jackson
Cassandra K. Jackson, City Attorney

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared John E. Dailey as Mayor of the City of Tallahassee, who is personally known to me to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 2/14 day of March, 2018: 2019,

Paula D. Burn
NOTARY PUBLIC
(Seal)



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**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Name: Tom Asbury

Title: Chairman

ATTEST:

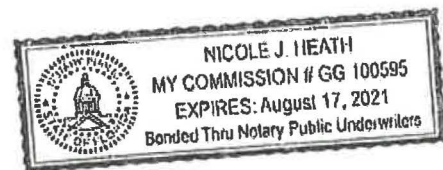
Name: Gregg Patterson
Title: Vice Chairman

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this 25 day of February 2018, by Tom Asbury and Gregg Patterson, as the Chairman of the Board of Supervisors and Vice Chairman of the Board of Supervisors for the Canopy Community Development District, and who have acknowledged that they executed the same on behalf of the Canopy Community Development District and that each was authorized to do so. Each is personally known to me.

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

Notary Public, State of Florida



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LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By: 

Curtis Richardson

Its: Chairman

Date: 3/4/19

APPROVED AS TO FORM:
Blueprint Intergovernmental Agency

By: 

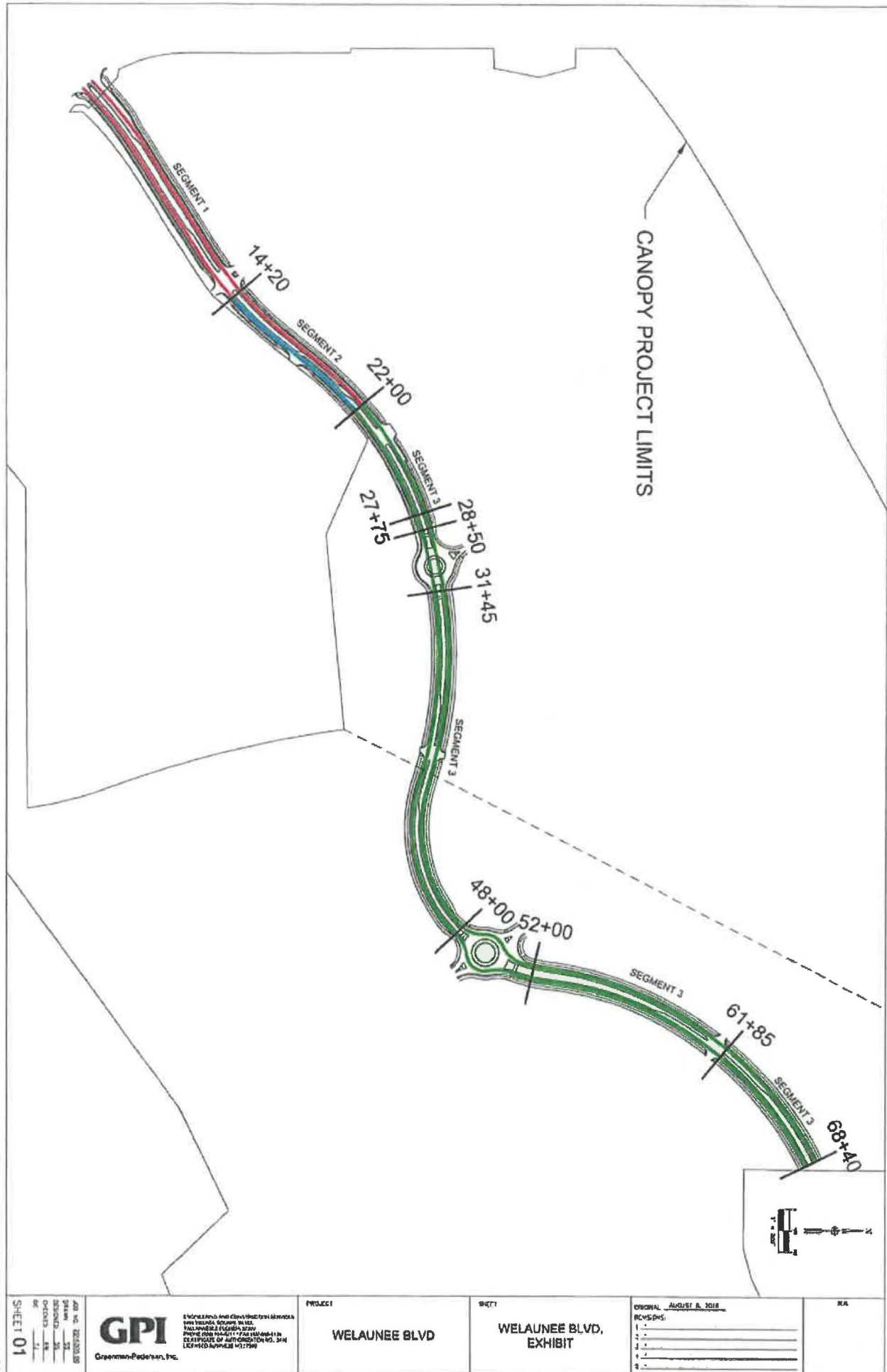
Patrick T. Kinni, Esq.

ATTEST:

By: 

James O. Cooke, IV
City Treasurer Clerk

Exhibit A - General Project Description and Scope of Services



Project Scope of Services

The Project scope shall consist of the complete design and construction of Welaunee Boulevard as a four-lane divided roadway with a landscaped median from Station 27+75 to Station 68+40, as depicted on the map additionally attached to this as Exhibit A. The construction within Segment 3, as delineated on the attached map, shall consist of the complete installation of a 4-lane roadway with all applicable intersections, ingress and egress to adjacent properties, etc., as defined below and shall seamlessly connect to Segment 2 of the Project. Additionally, within the Segment 2 portion of the roadway, a left turn lane shall be constructed for entrance into Holy Comforter, as delineated in the design plan for that segment of the Project as approved by the City.

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

The Welaunee Boulevard right of way from Station 27+75 to Station 68+40 shall consist of all items shown on the typical sections approved by the City. Landscaping along the roadway perimeters and within the median shall be coordinated with, and approved by, the City of Tallahassee Beautification and Solid Waste Department. All areas outside of the roadway, paths and sidewalks shall be sodded with Centipede sod unless otherwise specified by the City of Tallahassee Beautification and Solid Waste Department.

Design and Construction Requirements

1) Design

This design shall consist of a four (4) lane divided roadway with curb and gutter and closed drainage and shall be approved by the City of Tallahassee Public Underground Utilities and Infrastructure Department prior to construction. The design speed shall be as set forth in the cross sections included herein and consistent with the PUD. A roundabout justification study will be performed at each proposed intersection to determine the most suitable intersection treatment. This study shall be submitted to the City of Tallahassee's Traffic Engineering Division for review and approval.

The CDD shall provide, at a minimum, engineering design, all necessary permits, third party and utility coordination and design project management services to produce construction plans and specifications for the roadway corridor. The CDD is responsible for obtaining all permits and agreements from agencies with jurisdiction on the corridor. Further, the CDD is to provide geotechnical investigations, environmental investigations, and environmental compliance monitoring consistent with regulatory agency permit requirements.

2) Construction

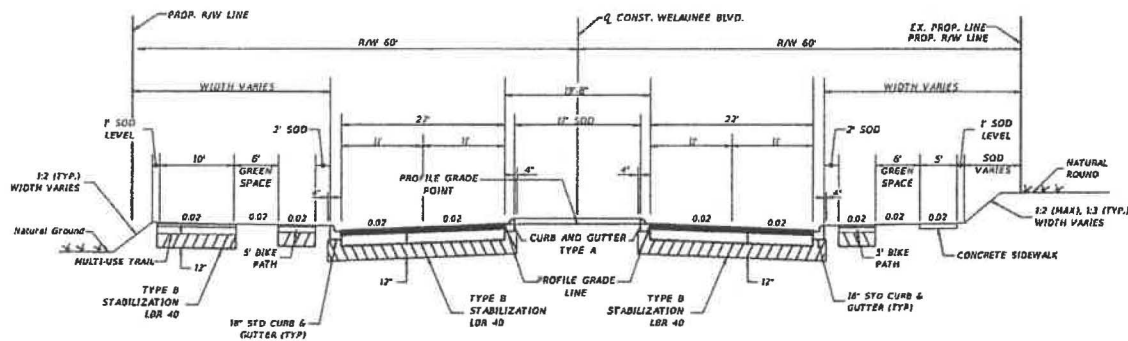
The scope of the construction phase of the Project shall include, but not be limited to the complete installation of all elements listed within the project scope of services and any ancillary items necessitated by standard practices for roadway, utility and landscaping construction. The CDD shall comply with public bidding legal requirements and those specifically provided for in the Interlocal Agreement.

3) Schedule

The CDD shall provide, for approval, a detailed design schedule to Blueprint and to the City within ten (10) business days of the execution of the Interlocal Agreement. The District shall maintain this schedule and provide updates to the City and to Blueprint on a monthly basis. Stations 27 + 75 to 52 + 00 will be built prior to 52 + 00 to 68 + 40.

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

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



**WELAUNEE BLVD.
STA. 27+75 TO STA. 28+50**

DESIGN SPEED: 40 MPH
POSTED SPEED: 35 MPH

NEW CONSTRUCTION - WELAUNEE BLVD.

OPTIONAL BASE GROUP 6 (8") WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5") (PG 76-22)
FRICTION COURSE - SP 9.5 (1.5") (PG 76-22 PMA)
TYPE B STABILIZATION (12")

MULTI-USE TRAIL

OPTIONAL BASE GROUP 1 (4") WITH
TYPE SP-9.5 (FINE MIX) (1.5") (PG 67-22)
AND TYPE B STABILIZATION (12")

5' ASPHALT BIKE PATH

OPTIONAL BASE GROUP 1 (4") WITH
TYPE SP-9.5 (FINE MIX) (1.5") (PG 67-22)
AND TYPE B STABILIZATION (12")

NOTES:

1. USE STATIC COMPACTION ONLY FOR ASPHALT.
2. ANY SLOPE STEEPER THAN 3:1 SHALL BE LAPPED STAKED SOD.
3. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.D.D.T. STANDARD INDEX 310.
4. THE FIRST ASPHALT LAYER SHALL BE 2.5" TYPE SP 12.5 ASPHALTIC CONCRETE AND BE PLACED IMMEDIATELY AFTER COMPLETION OF THE BASE COURSE. THE FINAL ASPHALT LAYER SHALL BE 1.5" OF TYPE FC 9.5 ASPHALTIC CONCRETE AND BE PLACED AT THE COMPLETION OF THE PROJECT AFTER ALL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING UNDERGROUND UTILITY INSTALLATIONS.

DATE

ORIGINAL
1
2
3
4
5

TYPICAL SECTIONS
(1, WELAUNEE)

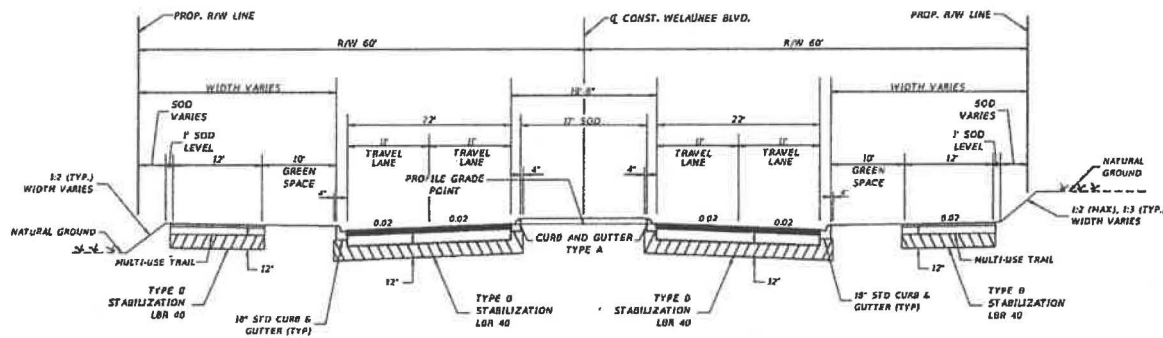
PROJECT
WELAUNEE BLVD. SEG. 2
DEMPSEY MAYO RD. SEG. 1

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 03/11/2014

GPI
Greiner-Pederman, Inc.

JOB NO. 2018003.00
DRAWN
DESIGNED
CHECKED
QC
SHEET 04

WELAUNEE BLVD.
STA. 28+50 TO STA. 52+00
DESIGN SPEED: 40 MPH
POSTED SPEED: 35 MPH



NEW CONSTRUCTION - WELAUNEE BLVD.
OPTIONAL BASE GROUP 6 (8") WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5") (PG 76-22)
FRICTION COURSE - FC 9.5 (1.5") (PG 76-22)
TYPE B STABILIZATION (12")

MULTI-USE TRAIL
OPTIONAL BASE GROUP 1 (4") WITH
TYPE SP-9.5 (FINE MIX) (1.5") (PG 76-22)
AND TYPE B STABILIZATION (12")

NOTES:

1. USE STATIC CONTRACTION ONLY FOR ASPHALT.
2. ANY SLOPE STEEPER THAN 3:1 SHALL BE LAPPED STAKED SOD.
3. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH F.O.D.T. STANDARD INDEX 310.
4. THE FIRST ASPHALT LAYER SHALL BE 12.5" TYPE SP 12.5 ASPHALTIC CONCRETE AND BE PLACED IMMEDIATELY AFTER COMPLETION OF THE BASE COURSE. THE FINAL ASPHALT LAYER SHALL BE 0.75" OF TYPE SP 9.5 ASPHALTIC CONCRETE AND BE PLACED AT THE COMPLETION OF THE PROJECT AFTER ALL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING UNDERGROUND UTILITY INSTALLATIONS.

SCALE

PROJECT NORTH BAY, TEXAS

TYPICAL SECTIONS
(1, WELAUNEE)

WELAUNEE BLVD, SEG. 2
DEMPSEY MAYO RD, SEG. 1

CONSTRUCTING AND CONSTRUCTION SERVICES
1800 W. LAKE ELMORE BLVD.
PO BOX 100000
DALLAS, TEXAS 75210-0000
TEL: 214-343-1000
WWW.GPI-INC.COM

GPI
Greiner-Pollman, Inc.

JOB NO. 2016009.00

DRAWN

DESIGNED

CHECKED

QC

SHEET 05



STA. 52+00 TO STA. 61+85
DESIGN SPEED: 40 MPH
POSTED SPEED: 35 MPH
STA. 61+85 TO STA. 68+40
DESIGN SPEED: 50 MPH
POSTED SPEED: 40 MPH

OPTIONAL BASE GROUP B (8") WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5") (PG 76-22)
FRICTION COURSE - FC 9.3 (1.5") (PG 76-22)
TYPE B STABILIZATION (12")

MULTI-USE TRAIL
OPTIONAL BASE GROUP 1 (4") WITH
TYPE SP-9.5 (FINE MIX) (1.5") (PG 76-22)
AND TYPE B STABILIZATION (12")

TYPICAL SECTIONS
(1_WELAUNEE)

PROJECT WELAUNEE BLVD. SEG. 2
DEMPSEY MAYO RD. SEG. 1

UNIVERSITY AND CONSTRUCTION SERVICES
100 VILLAGE SQUARE BLVD.
WALLASES FLORIDA 32208
PHONE (904) 884-1111 • FAX (904) 884-0108
CENTRAL OFFICE OF AUTHORITY FOR THE
CONSTRUCTION INDUSTRY NO. 740

GPI
Gottman Products Co., Inc.

DOI NO. 2015003.09

DESIGNED
CHECKED
OC

SHEET 06

Exhibit B - Project Costs Estimate

Segment	Estimate
27+75 to 28+50	\$ 101,434.25
28+50 to 52+00	\$ 3,090,620.65
52+00 to 68+40	\$ 2,621,069.58
Total:	\$ 5,813,124.48

EXHIBIT B-3

COST ESTIMATE FOR WELAUNEE BLVD - 27+75 to 28+50				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Amount
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00
Erosion Control	1	LS	\$ 850.00	\$ 850.00
Clear & Grub	0.3	AC	\$ 5,500.00	\$ 1,420.45
Regular Excavation	1,799	CY	\$ 8.00	\$ 14,392.00
Embankment	142	CY	\$ 9.00	\$ 1,278.00
Finish Soil Layer	895	SY	\$ 3.00	\$ 2,685.00
Geogrid (Soils Reinforcement)	433	SY	\$ 12.50	\$ 5,416.67
8" Roadbase	367	SY	\$ 16.00	\$ 5,866.67
4" Type SP Asphalt	367	SY	\$ 30.00	\$ 11,000.00
Multi-use trail (10' asphalt)	83	SY	\$ 25.00	\$ 2,083.33
Bike Lane (5' asphalt each side)	83	SY	\$ 25.00	\$ 2,083.33
Concrete Sidewalk (5')	42	SY	\$ 45.00	\$ 1,875.00
Curb & gutter	300	LF	\$ 18.00	\$ 5,400.00
Storm System	1	LS	\$ 14,175.00	\$ 14,175.00
Sod	625	SY	\$ 3.50	\$ 2,187.50
Landscaping & Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00
Testing (Road, Storm, Fill & Utilities)	1	LS	\$ 1,500.00	\$ 1,500.00
Layout	1	LS	\$ 1,500.00	\$ 1,500.00
Asbuilts	1	LS	\$ 1,200.00	\$ 1,200.00
Signage & Striping	1	LS	\$ 1,800.00	\$ 1,800.00
Contingency (10%)	1	LS	\$ 9,221.30	\$ 9,221.30
TOTAL				\$ 101,434.25

EXHIBIT B-4

COST ESTIMATE FOR WELAUNEE BLVD - 28+50 to 52+00				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Amount
Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00
Erosion Control	1	LS	\$ 28,200.00	\$ 28,200.00
Clear & Grub	8.1	AC	\$ 5,500.00	\$ 44,507.58
Earthwork	1	LS	\$ 452,960.00	\$ 452,960.00
Finish Soil Layer	14,190	SY	\$ 3.00	\$ 42,569.70
Geogrid (Soils Reinforcement)	14,184	SY	\$ 12.50	\$ 177,305.56
8" Roadbase	12,002	SY	\$ 16.00	\$ 192,035.56
4" Type SP Asphalt	12,002	SY	\$ 30.00	\$ 360,066.67
Multi-use trail (12' asphalt)	6,547	SY	\$ 25.00	\$ 163,666.67
Curb & gutter	9,820	LF	\$ 18.00	\$ 176,760.00
Storm System	1	LS	\$ 624,297.25	\$ 624,297.25
Sod	20,731	SY	\$ 3.50	\$ 72,558.89
Landscaping & Irrigation	1	LS	\$ 190,000.00	\$ 190,000.00
Testing (Road, Storm, Fill & Utilities)	1	LS	\$ 47,500.00	\$ 47,500.00
Layout	1	LS	\$ 47,500.00	\$ 47,500.00
Asbuilts	1	LS	\$ 23,750.00	\$ 23,750.00
Signage & Striping	1	LS	\$ 42,750.00	\$ 42,750.00
HCES Left turn Lane Addition	333	SY	\$ 75.00	\$ 25,000.00
Contingency (10%)	1	LS	\$ 278,692.79	\$ 278,692.79
TOTAL				\$ 3,090,620.65

Above estimate reflects approximately 105 LF additional roadway LF based on roundabout length.

EXHIBIT B-5

COST ESTIMATE FOR WELAUNEE BLVD - 52+00 to 68+40				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Amount
Mobilization	1	LS	\$ 132,000.00	\$ 132,000.00
Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00
Erosion Control	1	LS	\$ 25,200.00	\$ 25,200.00
Clear & Grub	6.6	AC	\$ 5,500.00	\$ 36,237.37
Earthwork	1	LS	\$ 435,600.00	\$ 435,600.00
Finish Soil Layer	9,479	SY	\$ 3.00	\$ 28,437.60
Geogrid (Soils Reinforcement)	10,387	SY	\$ 12.50	\$ 129,833.33
8" Roadbase	9,658	SY	\$ 16.00	\$ 154,524.44
4" Type SP Asphalt	9,658	SY	\$ 30.00	\$ 289,733.33
Multi-use trail (12' asphalt)	2,187	SY	\$ 25.00	\$ 54,666.67
Concrete Sidewalk (6')	1,093	SY	\$ 45.00	\$ 49,200.00
Curb & gutter	6,560	LF	\$ 18.00	\$ 118,080.00
Storm System	1	LS	\$ 498,000.00	\$ 498,000.00
Sod	18,222	SY	\$ 3.50	\$ 63,777.78
Landscaping & Irrigation	1	LS	\$ 200,000.00	\$ 200,000.00
Testing (Road, Storm, Fill & Utilities)	1	LS	\$ 50,000.00	\$ 50,000.00
Layout	1	LS	\$ 50,000.00	\$ 50,000.00
Asbuilts	1	LS	\$ 25,000.00	\$ 25,000.00
Signage & Striping	1	LS	\$ 42,000.00	\$ 42,000.00
Contingency (10%)	1	LS	\$ 238,279.05	\$ 238,279.05
TOTAL				\$ 2,621,069.58

Exhibit C

Welaunee Boulevard - Items City/Blueprint needs before proceeding with CDD Payment

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

EXHIBIT D, REPAYMENT SCHEDULE

I. City to District Welaunee Boulevard Construction Cost Repayment Schedule.

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

Table 1.

Exhibit B-3	Exhibit B-4	Exhibit B-5	Total
Welaunee Blvd. 27 + 75 to 28 + 50	Welaunee Blvd. 28 + 50 to 52 + 00 & Holy Comforter turn lane	Welaunee Blvd. 52 + 00 to 68 + 40	
Amount not to exceed \$101,434.25	Amount not to exceed \$3,090,620.65	Amount not to exceed \$2,621,069.58	Amount not to exceed \$5,813,124.48

II. Agency to City Welaunee Boulevard Construction Costs Repayment Schedule.

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

Table 2.

FY 2020	FY 2021	FY 2022	Total
Amount not to exceed \$587,708	Amount not to exceed \$887,708	Amount not to exceed \$4,337,708	Amount not to exceed \$5,813,124

SECTION VII

SECTION B

SECTION 1

Canopy CDD

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

DATE: February 14, 2019
INVOICE # 201902
DUE DATE: March 16, 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 #10	\$ 84,457.75
Funds to Open Capital Projects Bank Account	\$ 1,000.00
Wire Transfer: Canopy Community Development District SunTrust Bank, NA ABA # 061000104 Acct #1000193639944 Contact: Kelly Lawler Tel: (407) 237-1072	
TOTAL	\$ 85,457.75

THANK YOU FOR YOUR BUSINESS!

District: **Canopy
Community Development District**

Capital Funding Request: **10**

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

Date: **14-Feb-19**

Payee	Description	Blueprint (1)	CDD	Amount
Sandco, Inc.	Construction Pay Application #13	\$0.00	\$84,457.75	\$84,457.75
Total Amount Due		\$0.00	\$84,457.75	\$84,457.75

Allocation of Funding Request Cost Per Joint Project Agreement

<u>Paying Entity</u>	<u>Amount</u>
Blueprint Intergovernmental Agency	\$0.00
Canopy CDD	\$84,457.75
Total	<u>\$84,457.75</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	(364,826.63)
Less: Pay Request #12	(141,015.69)
Plus: Change Order - January 2019	307,276.40
Less: Pay Request #13	(84,457.75)

Balance Remaining	<u>539,682.81</u>
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RS&H - CE&I Contract	284,787.90
Plus: Change Order 6/5/18	101,013.33
Less: Services Through December 31, 2018	(114,792.00)
Less: Services Through January 26, 2018	(55,207.00)
Less: Services Through February 23, 2018	(55,207.00)
Less: Services Through March 30, 2018	(55,207.00)
Less: Services Through April 27, 2018	(4,374.90)
Less: Services Through July 27, 2019	(101,013.33)

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

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

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

(1) Blueprint has reached the maximum limit therefore the District will be funding the difference.

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:

APPLICATION NO: 13

Distribution to:

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

PERIOD TO: 1/31/2019

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

CONTRACT DATE: 11/20/2017

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	\$	723,346.40
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	4,464,986.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	4,131,898.50
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	\$206,594.93
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	206,594.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,925,303.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,840,845.83
8. CURRENT PAYMENT DUE	\$	84,457.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	539,682.83

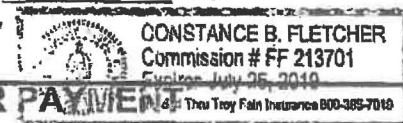
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$416,070.00	
Total approved this Month	\$307,276.40	
TOTALS	\$723,346.40	\$0.00
NET CHANGES by Change Order	\$723,346.40	

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: 2/5/2019

State of: Florida County of: Leon
Subscribed and sworn to before me this 5th day of February, 2019
Notary Public: Constance B. Fletcher
My Commission expires:



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 \$

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

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1011	Mobilization	\$28,500.00	\$28,500.00			\$28,500.00	100.00%	\$0.00	\$1,425.00
1011B	Bonds and Insurance	\$130,000.00	\$130,000.00			\$130,000.00	100.00%	\$0.00	\$6,500.00
1025	Contractor's Quality Control	\$65,000.00	\$63,375.00	\$1,625.00		\$65,000.00	100.00%	\$0.00	\$3,250.00
1011s	Stakeout and As-built	\$50,000.00	\$47,500.00	\$2,500.00		\$50,000.00	100.00%	\$0.00	\$2,500.00
10414	Contractor's Erosion Control & NPDES	\$76,500.00	\$74,587.50	\$1,912.50		\$76,500.00	100.00%	\$0.00	\$3,825.00
580340	Tree Protection	\$5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$250.00
1208	Dewatering	\$60,000.00	\$60,000.00			\$60,000.00	100.00%	\$0.00	\$3,000.00
1101	Clearing and Grubbing	\$23,250.00	\$23,250.00			\$23,250.00	100.00%	\$0.00	\$1,162.50
1201	Regular Excavation	\$739,020.00	\$739,020.00			\$739,020.00	100.00%	\$0.00	\$36,951.00
1206	Embankment	\$509,165.00	\$509,165.00			\$509,165.00	100.00%	\$0.00	\$25,458.25
1605	Finished Soil Layer	\$60,550.00	\$59,036.25	\$1,513.75		\$60,550.00	100.00%	\$0.00	\$3,027.50
5751	Sod	\$211,925.00	\$206,626.88	\$1,059.62		\$207,686.50	98.00%	\$4,238.50	\$10,384.33
5243	Concrete, NS	\$307,800.00	\$246,240.00	\$61,560.00		\$307,800.00	100.00%	\$0.00	\$15,390.00
5244	Concrete, Class II	\$326,275.00	\$326,275.00			\$326,275.00	100.00%	\$0.00	\$16,313.75
5245	Subgrade	\$11,875.00	\$11,875.00			\$11,875.00	100.00%	\$0.00	\$593.75
5303	Rip Rap	\$421,600.00	\$421,600.00			\$421,600.00	100.00%	\$0.00	\$21,080.00
4301	RCP, 24"	\$15,600.00				\$0.00		\$15,600.00	\$0.00
4302	RCP, 24" w/ cradle and seep shield	\$49,680.00	\$49,680.00			\$49,680.00	100.00%	\$0.00	\$2,484.00
4306	RCP, 60" w/ cradle and seep shield	\$272,250.00	\$272,250.00			\$272,250.00	100.00%	\$0.00	\$13,612.50
430982129	MES, 24"	\$7,350.00	\$7,350.00			\$7,350.00	100.00%	\$0.00	\$367.50
4251412a	10x10' Type J structure bottom	\$197,050.00	\$177,345.00		\$16,732.00	\$194,077.00	98.49%	\$2,973.00	\$9,703.85
4251412b	10x10' atrium grate	\$21,000.00	\$21,000.00			\$21,000.00	100.00%	\$0.00	\$1,050.00
4251885	Stream Gauge	\$3,000.00				\$0.00		\$3,000.00	\$0.00
4251886	Outfall Structure	\$94,250.00	\$94,250.00			\$94,250.00	100.00%	\$0.00	\$4,712.50
	Total Original Contract	\$3,686,640.00	\$3,573,925.63	\$70,170.87	\$16,732.00	\$3,660,828.50		\$25,811.50	\$183,041.43
CO#1	Reduce limits of GL Insurance								
CO#2	Add Alternate 1								
Alternate 1	Karst Remediation								
5225	Pressure Grout (402 CY @ 1,035)	\$416,070.00	\$416,070.00			\$416,070.00	100.00%	\$0.00	\$20,803.50
Alternate 2	Wetlands Constructions								
5831	Constructed Wetlands	\$55,000.00	\$53,000.00	\$2,000.00		\$55,000.00	100.00%	\$0.00	\$2,750.00
CO#3	Time Ext. unforeseen design changes								
CO#4	Additional DEP Mitigation & other Changes								
	Concrete cradles on 24" RCP	\$12,740.00				\$0.00		\$12,740.00	\$0.00
	Fencing on drainage structures	\$12,000.00				\$0.00		\$12,000.00	\$0.00
	Additional earthwork at dam	\$27,000.00				\$0.00		\$27,000.00	\$0.00
	Underdrain at spillway	\$114,842.40				\$0.00		\$114,842.40	\$0.00
	Underdrain behind walls	\$26,350.00				\$0.00		\$26,350.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	#57 Granite stone	\$74,415.00				\$0.00		\$74,415.00	\$0.00
	24" Mitered end section	\$1,500.00				\$0.00		\$1,500.00	\$0.00
	Concrete dissipator @ 24" RCP	\$4,030.00				\$0.00		\$4,030.00	\$0.00
	DEP Mitigation area	\$173,500.00				\$0.00		\$173,500.00	\$0.00
	Riprap at 24" MES	\$3,000.00				\$0.00		\$3,000.00	\$0.00
	Delete #57 Limestone	(\$46,101.00)				\$0.00		(\$46,101.00)	\$0.00
	Delete Concrete cradles on 60" RCP	(\$96,000.00)				\$0.00		(\$96,000.00)	\$0.00
	TOTAL CHANGE ORDERS	\$778,346.40	\$469,070.00	\$2,000.00	\$0.00	\$471,070.00		\$307,276.40	\$23,553.50
	GRAND TOTALS	\$4,464,986.40	\$4,042,995.63	\$72,170.87	\$16,732.00	\$4,131,898.50	92.54%	\$333,087.90	\$206,594.93

SECTION 2

Canopy CDD

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

DATE: February 26, 2019
INVOICE # 201902A
DUE DATE: March 28, 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 #11	\$ 291,912.58
Wire Transfer: Canopy Community Development District SunTrust Bank, NA ABA # 061000104 Acct #1000193639944 Contact: Kelly Lawler Tel: (407) 237-1072	
TOTAL	\$ 291,912.58

THANK YOU FOR YOUR BUSINESS!

District: **Canopy
Community Development District**

Capital Funding Request: **11**

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

Date: **26-Feb-19**

Payee	Description	Blueprint (1)	CDD	Amount
Sandco, Inc.	Construction Pay Application #14	\$0.00	\$291,912.58	\$291,912.58
Total Amount Due		\$0.00	\$291,912.58	\$291,912.58

Allocation of Funding Request Cost Per Joint Project Agreement

<u>Paying Entity</u>	<u>Amount</u>
<i>Blueprint Intergovernmental Agency</i>	<i>\$0.00</i>
Canopy CDD	\$291,912.58
Total	<u>\$291,912.58</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	(135,567.62)
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	(141,015.60)
Plus: Change Order - January 2019	307,276.40
Less: Pay Request #13	(84,457.75)
Less: Pay Request #14	(291,912.58)
Balance Remaining	<u>247,770.23</u>

RS&H - CE&I Contract	284,787.90
Plus: Change Order 6/5/18	101,013.33
Less: Services Through December 31, 2018	(114,792.00)
Less: Services Through January 26, 2018	(55,207.00)
Less: Services Through February 23, 2018	(55,207.00)
Less: Services Through March 30, 2018	(55,207.00)
Less: Services Through April 27, 2018	(4,374.90)
Less: Services Through July 27, 2019	(101,013.33)
Balance Remaining	<u>0.00</u>

Maximum Amount Due Blueprint (JPA)	2,000,000.00
Less: Amount Due Capital Funding Request #1	(396,486.79)
Less: Amount Due Capital Funding Request #2	(534,750.61)
Less: Amount Due Capital Funding Request #3	(450,530.43)
Less: Amount Due Capital Funding Request #4	(445,934.56)
Less: Amount Due Capital Funding Request #5	(172,297.62)
Balance Remaining	<u>0.00</u>

(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. VIA ARCHITECT:
4708 Capital Circle NW
Tallahassee, FL 32303

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	\$	723,346.40
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	4,464,986.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	4,439,174.90
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	\$221,958.75
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	221,958.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	4,217,216.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,925,303.58
8. CURRENT PAYMENT DUE	\$	291,912.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	247,770.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$416,070.00	
Total approved this Month	\$307,276.40	
TOTALS	\$723,346.40	\$0.00
NET CHANGES by Change Order	\$723,346.40	

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

APPLICATION NO: 14

PERIOD TO: 2/20/2019

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: Robert Wyzick Date: 2/22/2019

State of: Florida County of: Leon
Subscribed and sworn to before me this 22nd day of February 2019
Notary Public:
My Commission expires: Constance B. Fletcher


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 \$

(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: Date:

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

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1011	Mobilization	\$28,500.00	\$28,500.00			\$28,500.00	100.00%	\$0.00	\$1,425.00
1011B	Bonds and Insurance	\$130,000.00	\$130,000.00			\$130,000.00	100.00%	\$0.00	\$6,500.00
1025	Contractor's Quality Control	\$65,000.00	\$65,000.00			\$65,000.00	100.00%	\$0.00	\$3,250.00
1011s	Stakeout and As-built	\$50,000.00	\$50,000.00			\$50,000.00	100.00%	\$0.00	\$2,500.00
10414	Contractor's Erosion Control & NPDES	\$76,500.00	\$76,500.00			\$76,500.00	100.00%	\$0.00	\$3,825.00
580340	Tree Protection	\$5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$250.00
1208	Dewatering	\$60,000.00	\$60,000.00			\$60,000.00	100.00%	\$0.00	\$3,000.00
1101	Clearing and Grubbing	\$23,250.00	\$23,250.00			\$23,250.00	100.00%	\$0.00	\$1,162.50
1201	Regular Excavation	\$739,020.00	\$739,020.00			\$739,020.00	100.00%	\$0.00	\$36,951.00
1206	Embankment	\$509,165.00	\$509,165.00			\$509,165.00	100.00%	\$0.00	\$25,458.25
1605	Finished Soil Layer	\$60,550.00	\$60,550.00			\$60,550.00	100.00%	\$0.00	\$3,027.50
5751	Sod	\$211,925.00	\$207,686.50			\$207,686.50	98.00%	\$4,238.50	\$10,384.33
5243	Concrete, NS	\$307,800.00	\$307,800.00			\$307,800.00	100.00%	\$0.00	\$15,390.00
5244	Concrete, Class II	\$326,275.00	\$326,275.00			\$326,275.00	100.00%	\$0.00	\$16,313.75
5245	Subgrade	\$11,875.00	\$11,875.00			\$11,875.00	100.00%	\$0.00	\$593.75
5303	Rip Rap	\$421,600.00	\$421,600.00			\$421,600.00	100.00%	\$0.00	\$21,080.00
4301	RCP, 24"	\$15,600.00				\$0.00		\$15,600.00	\$0.00
4302	RCP, 24" w/ cradle and seep shield	\$49,680.00	\$49,680.00			\$49,680.00	100.00%	\$0.00	\$2,484.00
4306	RCP, 60" w/ cradle and seep shield	\$272,250.00	\$272,250.00			\$272,250.00	100.00%	\$0.00	\$13,612.50
430982129	MES, 24"	\$7,350.00	\$7,350.00			\$7,350.00	100.00%	\$0.00	\$367.50
4251412a	10x10' Type J structure bottom	\$197,050.00	\$177,345.00		\$16,732.00	\$194,077.00	98.49%	\$2,973.00	\$9,703.85
4251412b	10x10' atrium grate	\$21,000.00	\$21,000.00			\$21,000.00	100.00%	\$0.00	\$1,050.00
4251885	Stream Gauge	\$3,000.00				\$0.00		\$3,000.00	\$0.00
4251886	Outfall Structure	\$94,250.00	\$94,250.00			\$94,250.00	100.00%	\$0.00	\$4,712.50
	Total Original Contract	\$3,686,640.00	\$3,644,096.50	\$0.00	\$16,732.00	\$3,660,828.50		\$25,811.50	\$183,041.43
CO#1	Reduce limits of GL Insurance								
CO#2	Add Alternate 1								
Alternate 1	Karst Remediation								
5225	Pressure Grout (402 CY @ 1,035)	\$416,070.00	\$416,070.00			\$416,070.00	100.00%	\$0.00	\$20,803.50
Alternate 2	Wetlands Constructions								
5831	Constructed Wetlands	\$55,000.00	\$55,000.00			\$55,000.00	100.00%	\$0.00	\$2,750.00
CO#3	Time Ext. unforeseen design changes								
CO#4	Additional DEP Mitigation & other Changes								
	Concrete cradles on 24" RCP	\$12,740.00		\$12,740.00		\$12,740.00	100.00%	\$0.00	\$637.00
	Fencing on drainage structures	\$12,000.00		\$12,000.00		\$12,000.00	100.00%	\$0.00	\$600.00
	Additional earthwork at dam	\$27,000.00		\$27,000.00		\$27,000.00	100.00%	\$0.00	\$1,350.00
	Underdrain at spillway	\$114,842.40		\$114,842.40		\$114,842.40	100.00%	\$0.00	\$5,742.12
	Underdrain behind walls	\$26,350.00		\$26,350.00		\$26,350.00	100.00%	\$0.00	\$1,317.50

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	#57 Granite stone	\$74,415.00		\$74,415.00		\$74,415.00	100.00%	\$0.00	\$3,720.75
	24" Mitered end section	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$75.00
	Concrete dissipator @ 24" RCP	\$4,030.00		\$4,030.00		\$4,030.00	100.00%	\$0.00	\$201.50
	DEP Mitigation area	\$173,500.00		\$173,500.00		\$173,500.00	100.00%	\$0.00	\$8,675.00
	Riprap at 24" MES	\$3,000.00		\$3,000.00		\$3,000.00	100.00%	\$0.00	\$150.00
	Delete #57 Limestone	(\$46,101.00)		(\$46,101.00)		(\$46,101.00)	100.00%	\$0.00	(\$2,305.05)
	Delete Concrete cradles on 60" RCP	(\$96,000.00)		(\$96,000.00)		(\$96,000.00)	100.00%	\$0.00	(\$4,800.00)
	TOTAL CHANGE ORDERS	\$778,346.40	\$471,070.00	\$307,276.40	\$0.00	\$778,346.40		\$0.00	\$38,917.32
	GRAND TOTALS	\$4,464,986.40	\$4,115,166.50	\$307,276.40	\$16,732.00	\$4,439,174.90	99.42%	\$25,811.50	\$221,958.75

SECTION 3

Hopping Green & Sams

Attorneys and Counselors

March 22, 2019

Via Overnight Delivery and E-mail

RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, Florida 32801
Attn: Douglas D. Geiger, P.E.

RE: Canopy Community Development District ("CDD")
Proposed Change Order #2 ("Proposed Change Order")

Dear Mr. Geiger:¹

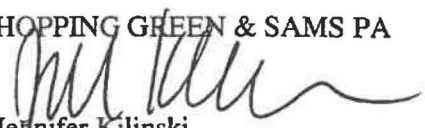
As you are aware, in November 2017, RS&H, Inc. ("RS&H"), the CDD, and Blueprint Intergovernmental Agency entered into an Agreement for Professional Construction Engineering and Inspection (CEI) Services (the "**Agreement**"). That Agreement provided for payment to RS&H not to exceed \$284,787.90 without prior written agreement by the Parties. It also provided for monthly RS&H invoicing. A change order presented March 5, 2018 and signed in June 2018 provided for an additional \$101,013.33 in compensation, which was, consistent with the Agreement, negotiated between the Parties due to an overrun over 10% and presented in advance of incurring additional fees.

The CDD recently received your Proposed Change Order requesting an additional \$404,053.32 in compensation for work performed from June 6, 2018, to February 15, 2019. After further review, RS&H revised that request to \$286,524.75 as its request compensation for work performed through March 15, 2019. The CDD disputes the amount requested due to, among other factors, discrepancies in the number of additional work days claimed, timing of the request for additional compensation and questions as to the reasonableness of staffing levels provided. The CDD, had it known and had the opportunity to discuss with RS&H appropriate staffing levels and the nature of the work to be performed after June 2018 before such work was performed, this dispute could have been avoided.

Upon review of the supplemental documentation submitted by RS&H and in an attempt to resolve the dispute in good faith, the CDD offers to pay RS&H a total of **\$75,000.00**. This amount shall constitute full payment to resolve all outstanding disputes regarding the amount due under the Agreement through March 31, 2019. This one-time offer will remain open until March 29, 2019.

Sincerely,

HOPPING GREEN & SAMS PA



Jennifer Kilinski
District Counsel

cc: Darrin Mossing, District Manager
Tom Asbury, Chairman
Ben Searight, RS&H

¹If RS&H is represented by legal counsel, please direct this correspondence to him or her, and please let us know your counsel's contact information so that any future correspondence can be appropriately addressed.

SECTION C

SECTION 1

Canopy
Community Development District

Summary of Checks

February 1, 2019 to March 25, 2019

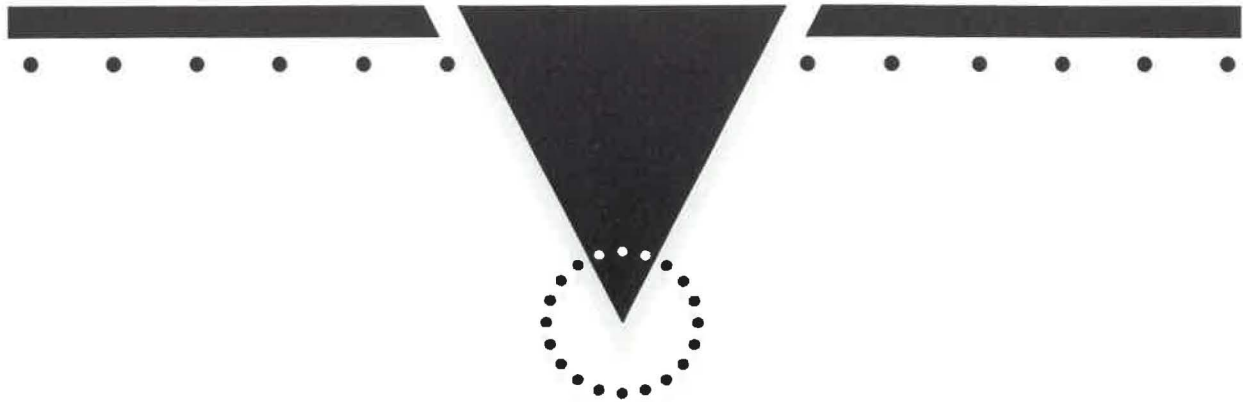
Bank	Date	Check No.'s		Amount
General Fund	2/8/19	76	\$	3,755.20
	2/25/19	77	\$	54.42
	3/7/19	78-80	\$	81,736.27
	3/8/19	81	\$	3,905.36
	3/13/19	82	\$	1,000.00
			\$	90,451.25
			\$	90,451.25

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/08/19	00001	2/01/19 22	201902 310-51300-34000	MANAGEMENT FEES FEB19	*	2,916.67	
		2/01/19 22	201902 310-51300-35100	INFO TECH FEB19	*	83.33	
		2/01/19 22	201902 310-51300-31300	DISSEMINATION FEB19	*	500.00	
		2/01/19 22	201902 310-51300-51000	OFFICE SUPPLIES	*	20.03	
		2/01/19 22	201902 310-51300-42000	POSTAGE	*	27.53	
		2/01/19 22	201902 310-51300-42500	COPIES	*	76.80	
		2/01/19 22	201902 310-51300-48000	NOT OF MTG 3330784	*	130.84	
GOVERNMENTAL MANAGEMENT SERVICES							3,755.20 000076
2/25/19	00010	2/25/19 02252019	201902 300-20700-10100	FY19 DEBT SERVICE ASSESS	*	54.42	
CANOPY CDD C/O USBANK							54.42 000077
3/07/19	00006	12/10/18 80009	201812 310-51300-49000	D.B.OVEN MEETING 12/4/18	*	65.50	
CITY OF TALLAHASSEE							65.50 000078
3/07/19	00005	2/22/19 105662	201901 310-51300-31500	PREP/DRAFT/TRAVEL/ATTEND	*	2,862.00	
HOPPING GREEN & SAMS							2,862.00 000079
3/07/19	00007	7/17/18 257748	201806 300-13100-20000	BID PREP/EMP REV/ENG. REP	*	17,705.48	
		8/16/18 259593	201807 300-13100-20000	CAPITAL PROJECT JUL18	*	39,475.36	
		9/17/18 261530	201808 300-13100-20000	PLATS/PLAN/BID/CONTRACTS	*	12,325.87	
		11/21/18 265101	201810 300-13100-20000	ATTEND CDD MTG/REG REVIEW	*	3,600.37	
		12/19/18 266787	201811 300-13100-20000	ATTEND CDD MTG/RESEARCH	*	1,730.45	
		1/21/19 268243	201812 300-13100-20000	CDD MTG/PHASING PLAN/TAX	*	3,795.76	
		2/08/19 269347	201901 300-13100-20000	COOR. PROJECT BIDS	*	175.48	
GREENMAN-PEDERSEN, INC							78,808.77 000080
3/08/19	00001	3/01/19 23	201903 310-51300-34000	MANAGEMENT FEES-MAR19	*	2,916.67	

CANO CANOPY CDD KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		3/01/19 23	201903 310-51300-35100		*	83.00	
			INFO TECH-MAR19				
		3/01/19 23	201903 310-51300-31300		*	500.00	
			DISSEMINATION-MAR19				
		3/01/19 23	201903 310-51300-51000		*	20.03	
			OFFICE SUPPLIES				
		3/01/19 23	201903 310-51300-42000		*	3.56	
			POSTAGE				
		3/01/19 23	201903 310-51300-42500		*	115.95	
			COPIES				
		3/01/19 23	201903 310-51300-41000		*	10.83	
			TELEPHONE				
		3/01/19 23	201903 310-51300-48000		*	255.32	
			CDD NOTICE 1/8-1/24/19				
				GOVERNMENTAL MANAGEMENT SERVICES			3,905.36 000081
3/13/19 00011		3/11/19 031119	201903 300-20700-10000		*	1,000.00	
			CAPITAL PROJECT FUNDS				
				CANOPY			1,000.00 000082
TOTAL FOR BANK A						90,451.25	
TOTAL FOR REGISTER						90,451.25	

SECTION 2



**Canopy
Community Development District**

Unaudited Financial Reporting

February 28, 2019



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Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 28, 2019

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<u>ASSETS:</u>				
CASH	\$132,114	\$0	\$0	\$132,114
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
PREPAYMENT A2	\$0	\$32,739	\$0	\$32,739
CONSTRUCTION	\$0	\$0	\$7,339,756	\$7,339,756
COSTS OF ISSUANCE	\$0	\$0	\$21,029	\$21,029
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
CONSTRUCTION	\$0	\$0	\$422	\$422
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,506,040	\$1,506,040
COSTS OF ISSUANCE	\$0	\$0	\$7,464	\$7,464
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$63,002	\$0	\$63,002
CONSTRUCTION	\$0	\$0	\$133	\$133
COSTS OF ISSUANCE	\$0	\$0	\$2,634	\$2,634
DUE FROM CAPITAL	\$372,102	\$0	\$0	\$372,102
DUE FROM GENERAL FUND	\$0	\$54	\$1,000	\$1,054
TOTAL ASSETS	<u>\$504,216</u>	<u>\$315,343</u>	<u>\$8,878,477</u>	<u>\$9,698,036</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$462,342	\$0	\$0	\$462,342
CONTRACTS PAYABLE	\$0	\$0	\$384,677	\$384,677
DUE TO CAPITAL	\$1,000	\$0	\$0	\$1,000
DUE TO DEVELOPER	\$0	\$0	\$2,381,302	\$2,381,302
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$40,874	\$0	\$0	\$40,874
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$114,885	\$0	\$114,885
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$104,688	\$0	\$104,688
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$95,771	\$0	\$95,771
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$7,360,785	\$7,360,785
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,513,926	\$1,513,926
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$2,766	\$2,766
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,764,978)	(\$2,764,978)
TOTAL LIABILITIES & FUND EQUITY	<u>\$504,216</u>	<u>\$315,343</u>	<u>\$8,878,477</u>	<u>\$9,698,036</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$29,760	\$28,592	\$28,592	\$0
ASSESSMENTS - DIRECT	\$105,692	\$44,038	\$35,231	(\$8,808)
DEVELOPER CONTRIBUTIONS	\$185,273	\$77,197	\$14,492	(\$62,705)
INTEREST	\$500	\$208	\$0	(\$208)
MISCELLANEOUS INCOME	\$2,500	\$1,042	\$0	(\$1,042)
TOTAL REVENUES	\$323,725	\$151,077	\$78,314	(\$72,763)

EXPENDITURES:

ADMINISTRATIVE

ENGINEERING	\$12,000	\$5,000	\$0	\$5,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
DISSEMINATION	\$8,000	\$2,000	\$2,000	\$0
ATTORNEY	\$25,000	\$10,417	\$14,553	(\$4,136)
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	\$14,583	\$14,583	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$1,042	\$383	\$658
TRAVEL	\$250	\$104	\$0	\$104
TELEPHONE	\$250	\$104	\$21	\$83
POSTAGE	\$1,500	\$625	\$169	\$456
PRINTING & BINDING	\$1,500	\$625	\$341	\$284
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$2,083	\$233	\$1,850
OTHER CURRENT CHARGES	\$1,000	\$417	\$257	\$160
OFFICE SUPPLIES	\$1,000	\$417	\$81	\$336
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$43,592	\$40,297	\$3,295

Canopy

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$26,042	\$0	\$26,042
LANDSCAPE CONTINGENCY	\$12,500	\$5,208	\$0	\$5,208
PLANT REPLACEMENTS	\$7,500	\$3,125	\$0	\$3,125
IRRIGATION - REPAIRS	\$5,000	\$2,083	\$0	\$2,083
IRRIGATION - WATER	\$10,000	\$4,167	\$0	\$4,167
IRRIGATION - ELECTRIC	\$2,500	\$1,042	\$0	\$1,042
WETLAND MAINTENANCE	\$3,750	\$1,563	\$0	\$1,563
WETLAND MITIGATION REPORTING	\$1,250	\$521	\$0	\$521
LAKE MAINTENANCE	\$7,500	\$3,125	\$0	\$3,125
REPAIRS & MAINTENANCE	\$12,500	\$5,208	\$0	\$5,208
OPERATING SUPPLIES	\$1,250	\$521	\$0	\$521
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$7,813	\$0	\$7,813
POOL ATTENDANTS	\$3,750	\$1,563	\$0	\$1,563
JANITORIAL	\$3,750	\$1,563	\$0	\$1,563
POOL MAINTENANCE	\$3,750	\$1,563	\$0	\$1,563
POOL CHEMICALS	\$1,875	\$781	\$0	\$781
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$1,563	\$0	\$1,563
POOL - WATER	\$250	\$104	\$0	\$104
TELEPHONE	\$625	\$260	\$0	\$260
WATER/SEWER	\$1,250	\$521	\$0	\$521
GAS	\$125	\$52	\$0	\$52
TRASH	\$600	\$250	\$0	\$250
PEST CONTROL	\$300	\$125	\$0	\$125
TERMITE BOND	\$188	\$78	\$0	\$78
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$781	\$0	\$781
ACCESS CARDS	\$625	\$260	\$0	\$260
ACTIVITIES	\$3,750	\$1,563	\$0	\$1,563
SECURITY/ALARMS/REPAIR	\$8,750	\$3,646	\$0	\$3,646
REPAIRS & MAINTENANCE	\$8,750	\$3,646	\$0	\$3,646
OFFICE SUPPLIES	\$500	\$208	\$0	\$208
HOLIDAY DECORATIONS	\$1,250	\$521	\$0	\$521
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$521	\$0	\$521
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$207,151	\$86,235	\$0	\$86,235
TOTAL EXPENDITURES	\$323,726	\$129,826	\$40,297	\$89,530
EXCESS REVENUES (EXPENDITURES)	(\$1)		\$38,018	
FUND BALANCE - Beginning	\$0		\$2,857	
FUND BALANCE - Ending	\$0		\$40,874	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 2 - SERIES 2018 A1 & A2

Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
<u>REVENUES</u>				
ASSESSMENTS - DIRECT	\$522,530	\$0	\$0	\$0
PREPAYMENTS	\$0	\$0	\$32,739	\$32,739
BOND PROCEEDS	\$0	\$0	\$82,146	\$82,146
INTEREST	\$500	\$330	\$330	\$0
TOTAL REVENUES	\$523,030	\$330	\$115,216	\$114,885
<u>EXPENDITURES</u>				
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	\$330	-\$330
TOTAL EXPENDITURES	\$383,166	\$85,868	\$330	\$85,538
EXCESS REVENUES (EXPENDITURES)	\$139,864		\$114,885	
FUND BALANCE - BEGINNING	\$85,868		\$0	
FUND BALANCE - ENDING	\$225,732		\$114,885	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018 A3
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
<u>REVENUES</u>				
ASSESSMENTS - DIRECT	\$304,735	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$104,688	\$104,688
INTEREST	\$250	\$421	\$421	\$0
TOTAL REVENUES	\$304,985	\$421	\$105,109	\$104,688
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$57,561	\$57,561	\$0	\$57,561
INTEREST - 5/1	\$152,368	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$421	-\$421
TOTAL EXPENDITURES	\$209,929	\$57,561	\$421	\$57,140
EXCESS REVENUES (EXPENDITURES)	\$95,056		\$104,688	
FUND BALANCE - BEGINNING	\$57,561		\$0	
FUND BALANCE - ENDING	\$152,617		\$104,688	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018 A4
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
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REVENUES

ASSESSMENTS - TAX ROLL	\$65,425	\$63,052	\$63,052	\$0
BOND PROCEEDS	\$0	\$0	\$32,714	\$32,714
INTEREST	\$250	\$0	\$136	\$136
TOTAL REVENUES	\$65,675	\$63,052	\$95,902	\$32,850

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	\$132	-\$132
TOTAL EXPENDITURES	\$64,539	\$9,470	\$132	\$9,338
EXCESS REVENUES (EXPENDITURES)	\$1,136		\$95,771	
FUND BALANCE - BEGINNING	\$9,471		\$0	
FUND BALANCE - ENDING	\$10,607		\$95,771	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A1 & A2

Statement of Revenues & Expenditures

For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
<u>REVENUES</u>				
BOND PROCEEDS	\$0	\$0	\$7,622,854	\$7,622,854
TRANSFER IN	\$0	\$0	\$330	\$330
INTEREST	\$0	\$0	\$29,519	\$29,519
TOTAL REVENUES	\$0	\$0	\$7,652,703	\$7,652,703
<u>EXPENDITURES</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COI	\$0	\$0	\$291,918	-\$291,918
TOTAL EXPENDITURES	\$0	\$0	\$291,918	-\$291,918
EXCESS REVENUES (EXPENDITURES)	\$0		\$7,360,785	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$7,360,785	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A3

Statement of Revenues & Expenditures

For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
<u>REVENUES</u>				
BOND PROCEEDS	\$0	\$0	\$2,630,313	\$2,630,313
TRANSFER IN	\$0	\$0	\$421	\$421
INTEREST	\$0	\$0	\$6,071	\$6,071
TOTAL REVENUES	\$0	\$0	\$2,636,804	\$2,636,804
<u>EXPENDITURES</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$1,019,258	-\$1,019,258
CAPITAL OUTLAY - COI	\$0	\$0	\$103,621	-\$103,621
TOTAL EXPENDITURES	\$0	\$0	\$1,122,878	-\$1,122,878
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,513,926	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$1,513,926	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A4
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
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REVENUES

BOND PROCEEDS	\$0	\$0	\$932,286	\$932,286
TRANSFER IN	\$0	\$0	\$132	\$132
INTEREST	\$0	\$0	\$11	\$11
TOTAL REVENUES	\$0	\$0	\$932,428	\$932,428

EXPENDITURES

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$893,101	-\$893,101
CAPITAL OUTLAY - COI	\$0	\$0	\$36,561	-\$36,561
TOTAL EXPENDITURES	\$0	\$0	\$929,662	-\$929,662
EXCESS REVENUES (EXPENDITURES)	\$0		\$2,766	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$2,766	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	ADOPTED BUDGET	PRORATED BUDGET 2/28/19	ACTUAL 2/28/19	Variance
<u>REVENUES</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$1,000	\$1,000
TOTAL REVENUES	\$0	\$0	\$1,000	\$1,000
<u>EXPENDITURES</u>				
CAPITAL OUTLAY	\$0	\$0	\$881,710	-\$881,710
PROFESSIONAL FEES	\$0	\$0	\$23,257	-\$23,257
TOTAL EXPENDITURES	\$0	\$0	\$904,967	-\$904,967
EXCESS REVENUES (EXPENDITURES)	\$0		-\$903,967	
FUND BALANCE - BEGINNING	\$0		-\$1,861,011	
FUND BALANCE - ENDING	\$0		-\$2,764,978	

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$1,531	\$26,093	\$934	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,592
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$35,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,231
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
TOTAL REVENUES	\$10,597	\$5,425	\$26,093	\$36,165	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,314
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
ATTORNEY	\$5,709	\$5,982	\$0	\$2,862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,553
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	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,583
INFORMATION TECHNOLOGY	\$50	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$383
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	\$31	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$169
PRINTING & BINDING	\$106	\$4	\$142	\$12	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$341
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
LEGAL ADVERTISING	\$102	\$0	\$0	\$0	\$131	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$233
OTHER CURRENT CHARGES	\$81	\$81	\$81	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$257
OFFICE SUPPLIES	\$21	\$0	\$20	\$20	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$16,664	\$9,614	\$3,823	\$6,425	\$3,770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,297

Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>MAINTENANCE</u>													
<u>COMMON AREA</u>													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>AMENITY CENTER</u>													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL CHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER/SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE - PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER</u>													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$16,664	\$9,614	\$3,823	\$6,425	\$3,770	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,297
EXCESS REVENUES (EXPENDITURES)	(\$6,067)	(\$4,188)	\$22,270	\$29,740	(\$3,736)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,018

**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					
1/23/19	ACH	\$ 3,086.54	\$ -	\$ 92.60	\$ -	\$ 2,993.94	\$ 934.08	\$ 2,059.86	\$ 2,993.94					
2/1/19	ACH	\$ -	\$ -	\$ -	\$ 108.16	\$ 108.16	\$ 33.74	\$ 74.42	\$ 108.16					
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Ox Bottom Mortgage Holdings, LLC

\$ 105,692.00

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND
1/31/19	1649	1/1/19	\$ 35,230.67	\$ 35,230.67	\$ -	\$ 35,230.67
		2/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		3/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		4/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		5/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		6/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		7/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		8/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
		9/1/19	\$ 8,807.67	\$ -	\$ 8,807.67	\$ -
			\$ 105,692.03	\$ 35,230.67	\$ 70,461.36	\$ 35,230.67

Ox Bottom Mortgage Holdings, LLC

\$ 132,808.90

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-1 DEBT
		4/1/19	\$ 66,404.45		\$ 66,404.45	\$ -
		9/30/19	\$ 66,404.45		\$ 66,404.45	\$ -
			\$ 132,808.90	\$ -	\$ 132,808.90	\$ -

Ox Bottom Mortgage Holdings, LLC

\$ 330,466.83

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-2 DEBT
		4/1/19	\$ 165,233.42		\$ 165,233.42	\$ -
		9/30/19	\$ 165,233.42		\$ 165,233.42	\$ -
			\$ 330,466.84	\$ -	\$ 330,466.84	\$ -

Ox Bottom Mortgage Holdings, LLC

\$ 167,613.72

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-3 DEBT
		4/1/19	\$ 83,806.86		\$ 83,806.86	\$ -
		9/30/19	\$ 83,806.86		\$ 83,806.86	\$ -
			\$ 167,613.72	\$ -	\$ 167,613.72	\$ -

SECTION 3

Canopy

Community Development District

FY19 Funding Request #6

March 26, 2019

Payee		Capital Project FY2019
1	Greenman-Pedersen, Inc. Inv# 270850 - Engineering Services - January 2019	\$ 2,456.72
2	Hopping Green & Sams Inv# 105663 - Project Construction - January 2019 Inv# 106085 - Project Construction - February 2019	\$ 2,713.50 \$ 10,705.69
		\$ 15,875.91
		Total: \$ 15,875.91

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

MAR 19 2019

BY: _____

Canopy Community Development District
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

7
COMING/CONTACT/
1-3-1312

March 8, 2019
Project No:
Invoice No:

FLX-2017011.00
270850

Project FLX-2017011.00 Canopy CDD Continuing Services
Professional Services from January 19, 2019 to February 15, 2019

Task 00100 General Services
Professional Personnel

		Hours	Rate	Amount	
Prado, Abraham	1/22/2019	2.00	175.48	350.96	
CDD meeting and prep					
Prado, Abraham	1/24/2019	2.00	175.48	350.96	
Coordinate and review bid package for clubhouse site work					
Prado, Abraham	1/31/2019	1.00	175.48	175.48	
Review assignment certificate for Unit 3 contract and pay request					
Prado, Abraham	2/5/2019	3.00	175.48	526.44	
CDD meeting & meeting w HG&S re contract assignment					
Prado, Abraham	2/14/2019	3.00	175.48	526.44	
Coordinate and review various items with HG&S and GMS including conf call					
Prado, Abraham	2/15/2019	3.00	175.48	526.44	
Coordinate with RS&H on change orders for Dove Pond					
Coordinate with FELSI on wetland mitigation monitoring					
Totals		14.00		2,456.72	
Total Labor					2,456.72
			Total this Task		\$2,456.72
			Total this Invoice		\$2,456.72

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

February 22, 2019

Canopy CDD
c/o Governmental Management Services, LLC
9145 Narcoossee Rd., Ste. A206
Orlando, FL 32827

Bill Number 105663
Billed through 01/31/2019

Project Construction

CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

01/03/19	JLK	Confer with engineer regarding assignment of unit 3; finalize temporary construction easement.	0.80 hrs
01/04/19	LMF	Draft engineer's certificate for construction contract assignment.	1.90 hrs
01/21/19	JLK	Draft RFP package and associated documents for amenity site work project.	2.30 hrs
01/22/19	JLK	Multiple calls with engineer and chair regarding interlocal agreement provisions and research related to same.	1.40 hrs
01/28/19	JLK	Review engineer edits and questions on RFP; confer regarding wetland monitoring requirements and agreements related to same; confer regarding permit transfers.	1.30 hrs
01/29/19	JLK	Continue editing and finalizing RFP for amenity site contracting work; continue updating and finalizing contract assignment documentation for unit 3.	2.10 hrs
01/31/19	JLK	Research regarding interlocal and segment 2 reimbursement.	1.30 hrs
Total fees for this matter			\$2,713.50

MATTER SUMMARY

Kilinski, Jennifer L.	9.20 hrs	265 /hr	\$2,438.00
Fiore, Lydia M. - Paralegal	1.90 hrs	145 /hr	\$275.50
TOTAL FEES			\$2,713.50

TOTAL CHARGES FOR THIS MATTER

\$2,713.50

BILLING SUMMARY

Kilinski, Jennifer L.	9.20 hrs	265 /hr	\$2,438.00
Fiore, Lydia M. - Paralegal	1.90 hrs	145 /hr	\$275.50

=====

TOTAL FEES

\$2,713.50

TOTAL CHARGES FOR THIS BILL**\$2,713.50****Please include the bill number on your check.**

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6528

Tallahassee, FL 32314

850.222.7500

STATEMENT

March 19, 2019

Canopy CDD
c/o Governmental Management Services, LLC
9145 Narcoossee Rd., Ste. A206
Orlando, FL 32827

Bill Number 106085
Billed through 02/28/2019

5
1-21513-715
Engineer/Unit 3/Proposals

Project Construction

CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

02/01/19	JLK	Research related to Welaunee segment 2; confer with Hunter on same; review correspondence from engineer regarding unit 3 assignment; update documents based on engineering feedback; review releases and supplemental contractor information on same.	2.30 hrs
02/03/19	JLK	Confer regarding Welaunee Boulevard Interlocal and bidding options; confer regarding contract assignment and status of same; confer regarding units 4/5 bids and status of permits.	0.80 hrs
02/05/19	JLK	Draft work authorization for engineering subconsultant services; confer regarding RS&H invoice; draft engineer certificate for unit 3; begin unit 1 draft acquisition documents; confer regarding land acquisitions; review DA and Interlocal; confer regarding amenity RFP for construction and RFP for unit 3 site work.	2.80 hrs
02/06/19	JLK	Confer regarding construction assignment docs; confer with Blueprint and city on interlocal status and coordinate execution of same.	0.70 hrs
02/12/19	JLK	Review RS&H CEI request; review unit 3 plat and questions related to same; confer with staff regarding unit 1 contract and pay app and related documentation; confer regarding unit 3 assignment and plans.	1.40 hrs
02/14/19	JLK	Confer regarding AIA forms for RFP for amenity construction and begin review of same; conference call with DM and engineer regarding unit 3 and pay app 1; update documents for same.	1.40 hrs
02/15/19	LMG	Review and revise RFP and contract documents for amenity center construction.	1.90 hrs
02/15/19	JLK	Review plat and transmit supplemental material on same; review RS&H documentation and confer with staff on same; review bills of sale for units 1 and 3 acquisitions and draft work product acquisition package and warranty and release of documentation; confer regarding wetland monitoring proposals.	2.30 hrs
02/18/19	LMG	Prepare RFP, project manual, and contract documents for amenity center construction	1.90 hrs
02/19/19	JLK	Review correspondence regarding unit 3 requisition and contract totals; confer regarding wetland mitigation proposals and options related to same.	0.70 hrs

02/19/19	LMG	Review and revise amenity center RFP, project manual, and contract documents; email correspondence regarding same.	0.50 hrs
02/20/19	LMG	Conference with Kilinski regarding Dove Pond project; review related contracts.	1.10 hrs
02/20/19	JLK	Research historical change order approvals and invoicing for multiple district contractors; confer with DM and engineer on same.	1.20 hrs
02/21/19	LMG	Review Dove Pond contract documents.	0.50 hrs
02/21/19	JLK	Review RS&H contract and project scope; review Sandco Dove Pond agreement; review unit 3 details; provide summary of same; review interlocal and confer with chairman regarding various provision requirements; conference call on same.	3.30 hrs
02/22/19	LMG	Conference with Kilinski regarding Dove Pond project; analyze contract documents, change orders, invoices, and other project documentation.	3.40 hrs
02/22/19	JLK	Continue research and review of Dove Pond related contract issues; continue research on reimbursement allowances for public infrastructure projects; confer with staff on same.	4.20 hrs
02/25/19	JLK	Meeting with GPI and RS&H regarding various construction activities and review back up materials related to same; review O&E and prepare deeds for improvement/real property construction; review unit 3 documents and draft agenda related to construction items and prepare items related to same.	4.80 hrs
02/26/19	JLK	Confer with RS&H on project status and Sandco back up update; review historical change orders to merry board approval with outstanding requests; review draft agenda and provide edits to same; review/edit meeting minutes.	1.30 hrs
02/27/19	LMG	Conferences with Kilinski regarding Dove Pond; research regarding contract requirements.	0.60 hrs
02/27/19	JLK	Review RS&H documentation and contractor related agreements and confer with various staff members on same.	2.30 hrs
02/28/19	JLK	Confer with staff regarding outstanding invoices; confer regarding unit 3 status of assignment documentation and warranty/release; draft follow up documentation request to RS&H and confer with staff on same.	1.70 hrs

Total fees for this matter

\$10,693.50

MATTER SUMMARY

Kilinski, Jennifer L.	31.20 hrs	265 /hr	\$8,268.00
Gentry, Lauren M.	9.90 hrs	245 /hr	\$2,425.50

TOTAL FEES

\$10,693.50

INTEREST CHARGE ON PAST DUE BALANCE

\$12.19

TOTAL CHARGES FOR THIS MATTER**\$10,705.69**

BILLING SUMMARY

Kilinski, Jennifer L.	31.20 hrs	265 /hr	\$8,268.00
Gentry, Lauren M.	9.90 hrs	245 /hr	\$2,425.50

TOTAL FEES	\$10,693.50
INTEREST CHARGE ON PAST DUE BALANCE	\$12.19

TOTAL CHARGES FOR THIS BILL	\$10,705.69
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Please include the bill number on your check.