# Canopy Community Development District

Agenda

July 9, 2019

# AGENDA

# Canopy Community Development District

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

July 2, 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, July 9, 2019 at 11:00 AM at the Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period (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 June 4, 2019 Meeting
- 4. Consideration of Resolution 2019-10 Approving Request for Proposal Documents for the District's Amenity Center Construction Project
- 5. Acceptance of Fiscal Year 2018 Audit
- 6. Consideration of Work Authorization #1 with Conn & Associates
- 7. Approval of Requisition #1 for Conn and Associates from Series 2018A-3 Bonds
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register Summary
    - ii. Balance Sheet and Income Statement
    - iii. Consideration of Funding Request #9
- 9. Other Business
- 10. Supervisors Requests
- 11. 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

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

agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the June 4, 2019 meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2019-10 approving request for proposal documents for the District's amenity center construction project. Supporting documentation is enclosed for your review.

The fifth order of business is the acceptance of the Fiscal Year 2018 audit. A copy of the report is enclosed for your review.

The sixth order of business is the consideration of work authorization #1 with Conn. & Associates. Supporting documentation is enclosed for your review.

The seventh order of business is the approval of Requisition #1 for Conn and Associates from Series 2018A-3 Bonds. Supporting documentation is enclosed for your review.

The eighth order of business is Staff Reports. 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 funding request #9. Supporting documentation is enclosed for your review.

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

Sincerely,

Darrin Mossing District Manager

CC: Jennifer Kilinski, District Counsel 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, June 4, 2019 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing
Jennifer Kilinski
District Counsel
Lauren Gentry
District Counsel
District Engineer

Darrin Mossing, Jr. GMS

## FIRST ORDER OF BUSINESS

**Roll Call** 

Mr. Mossing called the 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 May 7, 2019 Meeting and May 21, 2019 Continued Meeting

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the May 7, 2019 meeting and the May 21, 2019 continued meeting were approved, as presented.

### FOURTH ORDER OF BUSINESS

# Consideration of Resolution 2019-09 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing

Mr. Mossing stated we are asking the Board to approve the proposed budget to begin our budget process. This budget can be changed over the next 60 days, but if the Board is going to increase the assessment that requires additional notification. If we don't plan to increase the assessment from the prior year then we can make changes to the various line items up to and including at the public hearing.

Mr. Asbury stated I don't see any assessments increasing. We don't have the amenity center up yet.

Mr. Prado stated I don't anticipate you will have the amenity center operational for 12 months. You have to build the building.

Mr. Asbury stated my goal would be to have it up and running before next summer.

Mr. Prado stated site work will commence in 45 to 60 days.

Mr. Asbury stated we have already hired the architect and through the architect we have gotten a pool engineer. They should be finishing up soon so we can start bidding those things and we have to bid the infrastructure.

Ms. Kilinski stated I think the Board has approved the site work piece of the amenity center it is just the building that will have to be bid.

Mr. Mossing stated under the amenity section we have the buildout budget on the far right and the proposed budget is basically three months of operating costs so it is anticipated the facility would be operated for July, August and September. This budget will be circulated to the City of Tallahassee.

Mr. Asbury stated once we get completed drawings we can start the bidding even if we didn't have the final permit. That would be my suggestion that as soon as you have the drawings completed we bid it.

Mr. Mossing stated we will place this on the July agenda for discussion and we recommend we schedule the public hearing for your August meeting. This budget is basically the same as last year and the assessments are proposed to stay the same.

Mr. Russell asked after he gets the plan together how soon can we put it out to bid?

Ms. Kilinski stated if it is anticipated to be over \$500,000 then you have to have it on the street for 30 days from the time you run the ad to the time the bid is due. If you know the plans

are going to be ready in two weeks then we can run the ad a little early and say packages aren't ready.

Mr. Asbury asked who does the ad?

Ms. Kilinski stated I have already drafted the form that was approved by the Board and I would send it to Darrin's office to publish in the Democrat.

Mr. Asbury asked can I authorize you to begin that?

Ms. Kilinski stated you already did, the Board has already approved a resolution authorizing us to advertise as soon as we have construction plans in a form ready to bid. Once we have architectural drawings that are in a form ready to bid we will bring a package back for the Board to review. It is a little different with architectural packages but we could bring that back at the next Board meeting, so we are ready to bid the building once those plans are ready.

Mr. Asbury asked do we have to approve something?

Ms. Kilinski stated yes, it is similar to what you have done before. You are approving a bid package for a contractor to construct the amenity facility, the improvements themselves separate from the site work.

Mr. Russell asked in the bid package will there be a timeframe?

Ms. Kilinski stated we can say what we would like to see for a schedule, but they will propose a schedule. You have seen some of the bid packages we have gotten back and one of the evaluation tools is usually a schedule so if schedule is very important to us then in our evaluation criteria we weigh that heavily so when you are have packages you may give 50 points for a more aggressive schedule and then the contract holds them to that.

Mr. Asbury stated the building can include the building, the pool and everything that one contractor can do.

Mr. Kilinski stated that would be my strong recommendation otherwise you are project managing a whole lot of contractors.

Mr. Asbury asked do we need the plans before we get to that point?

Ms. Kilinski stated no, we can bring a package back that doesn't have the plans. The Board doesn't usually review the plans or approve the plans, but the package will have evaluation criteria, what our general time line is, the advertisement, the instruction to bidders and that sort of thing.

Mr. Asbury stated why don't we plan on that.

Ms. Kilinski stated we can bring that to the next meeting.

- Mr. Asbury asked when is the next meeting?
- Mr. Mossing stated July 2<sup>nd</sup> but we can move that if you want.

Mr. Asbury stated let's move that to the following week to the 9th.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Resolution 2019-09 approving the proposed 2020 budget and setting the public hearing for August 6, 2019 at 11:00 a.m. at Dorothy B. Oven Park, was approved, as amended with the change in platted lots from 93 to 147.

### FIFTH ORDER OF BUSINESS

# Consideration of Agreement with Leon County Tax Collector for Uniform Method of Collection

Mr. Mossing stated next is consideration of an agreement with Leon County Tax Collector for uniform method of collection. That agreement will allow us to collect our assessments utilizing the tax collector and placing those on the November 1<sup>st</sup> property tax bill.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the agreement with the Leon County Tax Collector was approved.

## SIXTH ORDER OF BUSINESS

# Presentation of Public Facilities Report

Mr. Prado stated the Board approved at the last meeting preparation of the public facilities report required by Florida Statutes and also required by our bond documents. It outlines the improvements currently maintained by the District and proposed improvements to be maintained by the District over five years and any replacements over the next ten years. The only additional feedback we received as it relates to Dove Pond, which is currently under construction by the District. We will revise the language a little bit about the District maintaining Dove Pond under the current construction contract with Sandco. As part of your construction contract you have a built-in maintenance component because you are paying Sandco to maintain the improvements while they are building.

Ms. Castille asked who takes care of that after wards?

Mr. Prado stated the District recently approved the contract with Florida Environmental to take over the reporting of the wetlands and similarly the District will need to enter into some sort of maintenance agreement with an entity to provide mowing services and trash control.

Ms. Castille stated you might want to have in addition the service that evaluates the dam. Many entities look at their dams daily but somebody else may have a different schedule of looking at that because sometimes little holes start popping out and they need to be addressed immediately for the safety of the dam.

Mr. Asbury stated we will look at that.

Mr. Prado stated as part of the original design and permit, Moore Bass prepared an operation and maintenance plan for the Dove Pond dam. Barring any failures in the dam it is an official inspection of both the dam integrity and water levels.

Mr. Russell asked is there going to be a trail on top of the dam?

Mr. Asbury responded yes, they will be able to walk across the spillway and onto the dam.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the public facilities report was approved.

# SEVENTH ORDER OF BUSINESS Staff Reports

# A. Attorney

Ms. Kilinski stated we understand there may be a change order coming for some of the work on Dove Pond.

Mr. Asbury stated I did call them and they sent it to RS&H and RS&H is reviewing it. I asked them to send it to me and if you want to see that I will email it to you. Everything else is done. The whole idea was there was some grassing on top of the dam, we are putting a trail in there, there is an irrigation that could have been set in a big structure it could be set in a pond it could be used for brown water to irrigate the subdivision but there are no pipes for it so we don't know if we will ever do that and we are putting that to the side and just doing a change order to not install that. There is some TV work they wanted to do for a 60" pipe and the 60" pipe is underwater so they are talking about sending a submarine down there to look at it. Those are the things that are going to be taken out but everything else is done.

Ms. Kilinski stated we have received various communications over the last month or two from RS&H asking for closure on the project for obvious reasons. You may recall we sent a letter

to Sandco retaining our rights to enforce liquidated damages because it is six or eight months overdue but hopefully, at the next Board meeting we will have some final closeout by RS&H and a change order to reduce the scope so we can get that project done.

Mr. Russell asked if we sign up for public access for the trail and find people are climbing all over it and it is detrimental to the quality of the dam is there a way we can circumvent them using the dam?

Ms. Castille stated on top of it they have a recreational trail.

# B. Engineer

# i. Consideration of Capital Funding Request no. 12

Mr. Prado stated there is a requisition for the funding that the Board approved for the settlement with RS&H for \$85,000.

Mr. Mossing stated our recommendation would be to make that in potentially two installments or no more than three. Two payments would be \$42,500 each or three payments would be \$28,333 per installment.

Ms. Kilinski stated I recommend paying them the bulk of the amount. We want to keep them engaged to get the certifications that are necessary. I think paying them 50% is good.

Mr. Asbury stated then finish up with 25% and 25%.

Ms. Kilinski stated if we get a change order and they are signing off on it next month we will be able to release the rest of it anyway as long as we get the certifications that we need.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor capital funding request no. 12 was approved with 50% now, the balance over the next two months of 25% and 25% or upon final certification pay the balance.

Mr. Prado stated the other item that is informational is we are trying to close out pond 2 at Canopy and associated infrastructure. One of the permit conditions was that the District enter into an agreement with the city for the District to maintain the landscaping on the pond and the proposed trail on top of the pond. The pond isn't ready for final acceptance.

Mr. Asbury stated everything is done, the trail is around it, the fence is up and the landscaping will start.

Ms. Kilinski asked do you have a landscaper that is currently in the District doing work that it makes sense to coordinate those efforts to maintain it?

Mr. Asbury responded yes, we do. Darrin and I have talked about moving that to the District then we can bid it out once we get it established.

# C. Manager

# i. Approval of Check Register Summary

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor the check run summary was approved.

### ii. Balance Sheet and Income Statement

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

# iii. Consideration of Capital Funding Request no. 8

On MOTION by Ms. Castille seconded by Mr. Petterson with all in favor capital funding request no. 8 was approved.

## EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

## NINTH ORDER OF BUSINESS

**Supervisors Requests** 

Mr. Mossing stated the next meeting will be July 9, 2019 at 11:00 a.m. in the same location.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the meeting adjourned at11:43 a.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# SECTION IV

## **RESOLUTION 2019-10**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S AMENITY CENTER CONSTRUCTION PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to maintain systems and facilities for certain basic public infrastructure, including recreational facilities and other public improvements; and

WHEREAS, it is in the District's best interests to competitively solicit proposals through a Request for Proposals ("RFP") process for its amenity center construction project (the "Project"); and

WHEREAS, the Board desires to approve in substantial form the RFP notice, instructions to proposers and Evaluation Criteria for the Project attached hereto as Exhibit A; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as Exhibit A, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District;

WHEREAS, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

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

**SECTION 2.** The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

**SECTION 3.** The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

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

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

**PASSED AND ADOPTED** this 9<sup>th</sup> day of July, 2019.

ATTEST:	DEVELOPMENT DISTRICT
Secretary	Chairman/Vice Chairman

Exhibit A: RFP Notice, Instructions and Evaluation Criteria

# Exhibit A

RFP Notice, Instructions and Evaluation Criteria

# CANOPY COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

# CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT TALLAHASSEE, FLORIDA

Notice is hereby given that the Canopy Community Development District ("District") will receive proposals for the following District project:

## **Amenity Center Construction Project**

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct and install certain Amenity Center related improvements and other associated work necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. The scope is as more particularly described in the Project Manual and in accordance with the plans and specifications. Proposers must meet the following minimum qualifications: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$1,500,000 within the last seven (7) years; (2) Proposer will have minimum bonding capacity of \$3,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Leon County and is a licensed contractor in the State of Florida.

There will be a <u>mandatory pre-proposal conference</u> at the offices of GPI, located at 1590 Village Square Blvd., Tallahassee, FL 32309, on \_\_\_\_\_\_\_, 2019 at \_\_:00p.m. Failure to attend the mandatory pre-proposal conference may preclude the District's consideration of a proposal submitted by a non-attending proposer.

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

Firms desiring to provide construction services for the referenced project must submit eight (8) hard copies and one (1) electronic copy of the required proposal no later than :00 p.m. on

Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the Proposal opening. The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in writing only to the District Engineer, Abraham Prado, <a href="mailto:aprado@gpinet.com">aprado@gpinet.com</a> , with a copy to Jennifer Kilinski, a <a href="mailto:jenk@hgslaw.com">jenk@hgslaw.com</a> by 5:00 p.m. on, 2019. No phone inquiries please.
Canopy Community Development District District Manager
Run Date:

# CANOPY COMMUNITY DEVELOPMENT DISTRICT INSTRUCTIONS TO PROPOSERS

# CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT TALLAHASSEE, FLORIDA

## **Solicitation and Award Process:**

DATE	EVENT
, 2019	Notice of RFP Published & Posted
, 2019	RFP Available for Pick-Up
, 2019	Mandatory Pre-Proposal Conference
- , 2019	Site Available for Inspection
, 2019, 5:00 p.m.	Deadline for Questions
, 2019, 3:00 p.m.	Proposals Due / Public Opening
, 2019	Board Meeting to Evaluate Proposals & Award Contract

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_\_:00 a.m./p.m., \_\_\_\_\_\_, 2019 at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this Project at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, on \_\_\_\_\_\_\_, 2019 at \_\_\_\_\_:00 p.m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

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

**SECTION 4. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of

the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

- **SECTION 5. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.
- **SECTION 6. QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
- **SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to the District Engineer, Abraham Prado, aprado@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com. All questions must be received no later than 5:00 p.m. on \_\_\_\_\_\_\_\_, 2019 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors the Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District Engineer will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

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

time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty (120) calendar days following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 12. PROPOSAL FORM. The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

<u>Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal.</u> For the purposes of negotiating change orders, the contractor shall provide unit prices on the Schedule of Values (see Section 18 below).

**SECTION 13. PROPOSAL SECURITY** (**PROPOSAL BOND**). The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident

agent, or either a certified or cashier's check drawn on any national bank in an amount equal to **five percent (5%)** of the Proposal amount made payable to the Canopy Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds within **seven (7) calendar days** after notification. The Proposal Security shall be submitted with the understanding that the Proposals are received. If it withdraws or fails to provide the payment and performance bonds, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

SECTION 14. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the District Engineer, the successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the District Engineer will notify the Proposer in writing if either the District or the District Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If the Proposer fails to submit an acceptable substitute within five (5) days of the original notification. the District then may, at its option, disqualify the Proposer, at no cost to the District, and award the contract to the next highest ranked Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal security of any Proposer.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.

**SECTION 15. FLORIDA TRENCH SAFETY ACT.** Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, *Florida Statutes*. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

SECTION 16. MINIMUM QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. Minimum qualifications for the work are: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$1,500,000 within the last seven (7) years; (2) Proposer will have minimum bonding capacity of \$3,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Leon County and is a licensed contractor in the State of Florida. The Proposer shall submit with its Proposal satisfactory evidence of suitable experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the minimum qualifications set forth in the Minimum Qualifications Statement contained in the Project Manual.

**SECTION 17. PERFORMANCE AND PAYMENT BONDS.** Each Proposer shall submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

- A. Surety must be licensed to do business in the State of Florida.
- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Upon contract award, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall deliver the required bonds to the District Engineer and District no later than the date of execution of the Contract. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Subsequent to the Contract Execution but prior to and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the Leon County Clerk of the Courts Recording Department. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer with copies of said recorded bonds. No work can commence until the required bonds have been delivered to the District and the District Engineer. Upon receipt of the bonds the District may issue a Notice to Proceed.

Section 18. Schedule Of Values. Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District and District Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

**SECTION 19. PROJECT SCHEDULE.** An Initial Project Schedule shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

SECTION 20. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

SECTION 21. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer's failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District's evaluation, is not all inclusive of a complete and functioning project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

SECTION 22. INSURANCE. All Proposers <u>shall</u> include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, including types of coverage and limits for general, property, automobile liability, and worker's compensation, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved

extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

- **SECTION 23.** FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.
- Section 24. Special Project/Site Conditions. By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with access routes to the project site and existing site conditions. Proposer agrees to take responsibility for any and all issues relating to access to the project site or arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with project site access or unsuitable soils.
- **SECTION 25. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.
- **SECTION 26.** LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
- SECTION 27. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals should include the following information in addition to any other requirements of the Project Manual:
  - A. Completed Proposal Documents section.
  - B. Detailed project construction schedule which shall be used in the Proposal evaluation.
  - C. Complete Schedule of Values.
  - D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
  - E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
  - F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with Community Development Districts.

G. The District is anticipated to make direct tax-exempt purchases of certain construction materials that will be integrated into this Project. Sample tax-exempt documentation that may be required for this Project is included in the Proposal Documents.

Section 28. Substitutions. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the District Engineer at least ten (10) working days prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The District Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the District Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall not rely upon approval made in any other manner.

**SECTION 29. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and the Contractor is responsible for examining, completing, and verifying each item contained in its Proposal. Proposer agrees to indemnify, defend and hold harmless the District and District Staff against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby. The Contractor is responsible for carefully reviewing the documents contained in the Project Manual in their entirety and agrees to meet any and all requirements contained therein. The Construction Contract Documents are included herein as examples of forms of agreements typical for this type of project; the District reserves the right to modify the form of Construction Contract Documents if such modification is in the District's best interest.
- C. If awarded the Contract, the Proposer agrees that it will enter into and execute the Construction Contract, as amended to incorporate the specifics of its Proposal, to perform the Work in accordance with the terms and conditions of the Construction Contract and to execute and deliver the Payment and Performance Bonds and other documents required by the Proposal requirements within seven (7) calendar days

- after the date of the District's Notice of Award. The Contractor will commence construction in accordance with the terms of the contract documents.
- D. Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction progress, performance, and costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- F. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permits, electrical permits, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permits, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- I. The Contractor is responsible for establishment of all final grades and readiness of all landscape and sod areas. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- J. Proposer acknowledges that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. Proposers shall be solely responsible for computing quantities for the preparation of the Proposal and the execution of the work.
- K. As part of the Proposal, the Proposer must include a detailed Schedule of Values. Further, the successful Proposer will be required to submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and Proposal must balance, both for purposes of the Proposal

and for the pay requests. Proposer shall also submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This schedule will be used in Proposal evaluation. The successful Proposer will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.

- L. All necessary survey work must be provided by the successful Proposer.
- M. The Proposer shall specify subcontractors to be used for work where such work exceeds five percent (5%) of the Contract Price.
- N. The successful Proposer shall obtain and comply with the FDEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The successful Proposer shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The successful Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. The successful Proposer shall file the required FDEP NOI prior to the commencement of construction activities. The successful Proposer will also be required to terminate NOI, per FDEP procedures, upon successful completion of construction activities.
- O. The successful Proposer shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. The successful Proposer shall monitor and keep construction area in compliance with all NPDES, FDEP, WMD, ACOE, and Leon County latest rules and regulations. Any fines levied shall be paid by Contractor.
- P. Proposer is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Leon County, City of Tallahassee, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation and the Proposer is responsible for studying all reports of explorations and tests at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures.
- Q. The successful Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- R. All Work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from

- commencement of the Work until twenty-four (24) months after acceptance by the District and all applicable regulatory authorities.
- S. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work.
- T. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, applicable American with Disabilities Act ("ADA") Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.
- U. Proposer acknowledges that the Project is in the permitting phase and the permit will be provided to the Contractor as soon as it is issued. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

Section 30. Protests. Any person who wishes to protest any aspect of the Project Manual, including but not limited to the evaluation criteria, Contract Documents, drawings, specifications, Proposal Documents or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest setting forth with particularity the facts and law upon which the protest is based within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Governmental Management Services-Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801. Failure to timely file a notice of protest or failure to timely file a formal written protest within the required periods shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 31. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 32. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

# $\frac{\textbf{CANOPY COMMUNITY DEVELOPMENT DISTRICT}}{\underline{\textbf{EVALUATION CRITERIA}}}$

# CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT TALLAHASSEE, FLORIDA

PERSONNEL	(20 POINTS)
E.g., geographic location of firm's headquarters; adequacy and capabilities of key person project manager and field supervisor; present ability to manage this project; evaluation load; proposed staffing levels, etc.	-
EXPERIENCE AND AVAILABLE EQUIPMENT	(25 POINTS)
E.g., past record and experience of the respondent in self-performing similar projects; for this District and other community development district's in other contracts; chareputation of respondent, etc. and equipment type; age and condition; quantity of equipment projects are the contracts of the respondent of the re	aracter, integrity,
UNDERSTANDING SCOPE OF WORK	(20 POINTS)
Demonstration of the Proposer's understanding of the project requirements.	
SCHEDULE	(15 POINTS)
Points available for schedule will be allocated as follows:	
10 Points will be awarded to the Proposer submitting the proposal with the most expedited con (i.e., the fewest number of days) for completing the work. All other proposals will receive a amount based upon the difference between the Proposer's time proposal and the most expession schedule.	a percentage of this
<b>5 Points</b> are allocated for the Proposer's ability to credibly complete the project within the Prand demonstrate on-time performance.	roposer's schedule
PRICE	(20 POINTS)
Points available for price will be allocated as follows:	
10 Points will be awarded to the Proposer submitting the lowest cost proposal for com All other Proposers will receive a percentage of this amount based upon the differe Proposer's bid and the low bid.	
10 Points are allocated for the reasonableness of unit prices and balance of bid.	
TOTAL POINTS	(100 POINTS)

# SECTION V

# **Canopy Community Development District**

# **FINANCIAL STATEMENTS**

**September 30, 2018** 



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Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

### INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors Canopy Community Development District Leon County, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Canopy Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

## **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Other Matters

## Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2019, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

CARR, RIGGS & INGRAM, LLC

Can Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2019 Management's Discussion and Analysis

Our discussion and analysis of the Canopy Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's financial statements, which begin on page 7.

#### **FINANCIAL HIGHLIGHTS**

- At September 30, 2018, the assets of the District exceeded its liabilities by approximately \$1.9 million.
- During the fiscal year ended September 30, 2018, the District constructed infrastructure of approximately \$3.9 million and borrowed approximately \$1.6 million from the Developer to partially fund the infrastructure project.
- During the fiscal year ended September 30, 2018, the Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency contributed \$2 million to fund a portion of the Dove Pond Stormwater Facility.

#### **USING THE ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 7 – 8 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 9. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

#### Reporting the District as a Whole

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the Districts' net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

#### Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 5. The fund financial statements begin on page 9 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

Governmental funds – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

#### THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

September 30,	2018 2017			Change		
Assets						
Current and other assets	\$ 27,001	\$	44,296	\$	(17,295)	
Capital assets, net	3,896,861				3,896,861	
Total assets	\$ 3,923,862	\$	44,296	\$	3,879,566	
Liabilities						
Current liabilities	\$ 2,060,708	\$	41,410	\$	2,019,298	
Total liabilities	2,060,708		41,410		2,019,298	
Net position						
Net investment in capital assets	1,860,297		-		1,860,297	
Unrestricted	2,857		2,886		(29)	
Total net position	1,863,154		2,886		1,860,268	
Total liabilities and net position	\$ 3,923,862	\$	44,296	\$	3,879,566	

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2018, total assets and liabilities increased by approximately \$3.9 million and \$2 million, respectively, over the prior fiscal year. The increases are due to the commencement of the Dove Pond Regional Stormwater Facility construction project.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

Year ended September 30,	2018			2017	Change
Revenues:					
Program revenues:					
Charges for services	\$	80,045	\$	43,883	\$ 36,162
General revenues:					
Developer contributions		2,000,000		-	2,000,000
Total revenues		2,080,045		43,883	2,036,162
Expenses:					
General government		219,777		40,997	178,780
Total expenses		219,777		40,997	178,780
Change in net assets		1,860,268		2,886	1,857,382
Net position, beginning of year		2,886		-	2,886
Net position, ending of year	\$	1,863,154	\$	2,886	\$ 1,860,268

For more detailed information, see the accompanying Statement of Activities.

Revenues and expenses increased approximately \$2 million and \$179,000, respectively, from the prior year. The increase in revenues is due to the Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency contributing \$2 million to fund a portion of the Dove Pond Stormwater Facility. The increase in expenses is primarily due to an increase in operations in the current year accompanied by legal and engineering fees incurred for the anticipated bond issuance. The overall result was a \$1,860,268 increase in net position remained for fiscal year 2018.

#### THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 9) reported a combined deficit fund balance of approximately \$2 million, which is a decrease from last year's balance that totaled approximately \$3,000. Significant transactions are discussed below.

- During the fiscal year ended September 30, 2018, the District constructed infrastructure of approximately \$3.9 million and borrowed approximately \$1.6 million from the Developer to partially fund the infrastructure project.
- During the year ended September 30, 2018, the Leon County-City of Tallahassee Blueprint 2000
   Intergovernmental Agency contributed \$2 million to fund a portion of the Dove Pond Stormwater Facility.

The overall decrease in fund balance for the year ended September 30, 2018 totaled \$2,036,593.

#### **GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS**

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 21.

The District experienced an unfavorable variance in revenues as compared to the budget in the amount of \$7,455. Conversely, the District has a favorable variance in expenditures as compared to the budget in the amount of \$2,322. The variance in expenditures occurred primarily due to anticipated engineering fees that were not incurred in the General Fund. The variance in revenues occurred primarily due to the District absorbing some of the excess fund balance from fiscal year 2017.

#### CAPITAL ASSET ADMINISTRATION

#### Capital Assets

At September 30, 2018, the District had approximately \$3.9 million invested in capital assets. This amount represents an increase of approximately \$3.9 million over the fiscal year 2017 total.

A listing of capital assets by major category for the current and prior year follows:

September 30,	2018	2017	Change
Capital assets not being depreciated	\$ 3,896,861	\$	- \$ 3,896,861

More information about the District's capital assets is presented in Note 3 to the financial statements.

#### **FUTURE FINANCIAL FACTORS**

Canopy Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Assessment rates for fiscal year 2019 were established to provide for the operations of the District as well as the necessary debt service requirements.

#### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Canopy Community Development District's management company at 135 West Central Blvd., Suite 320, Orlando, Florida 32801.



## Canopy Community Development District Statement of Net Position

September 30,		2018			
	Go	vernmental			
		Activities			
Assets					
Cash and cash equivalents	\$	4,735			
Due from Developer		22,266			
Capital assets:					
Not being depreciated		3,896,861			
Total assets		3,923,862			
Liabilities					
Accounts payable		24,144			
Contracts payable		271,343			
Retainage payable		175,553			
Due to developer		1,589,668			
Total liabilities		2,060,708			
Net position					
Net investment in capital assets		1,860,297			
Unrestricted		2,857			
Total net position	\$	1,863,154			

## Canopy Community Development District Statement of Activities

Year ended September 30,				2018					
						et (Expense) evenue and			
						Changes in			
			Progr	am Revenues		let Position			
				Charges fo				G	overnmental
Functions/Programs		Expenses		Services		Activities			
Primary government:									
Governmental activities:									
General government	\$	(219,777)	\$	80,045	\$	(139,732)			
Total governmental activities	\$	(219,777)	\$	80,045	ı	(139,732)			
	Gen	eral Revenu	es						
		Intergovernn	nental	revenues		2,000,000			
	Change in net position					1,860,268			
	Net	position - be		2,886					
	Net	position - er	nd of y	ear	\$	1,863,154			

## Canopy Community Development District Balance Sheet – Governmental Funds

September 30,				2018		
					Total	
			Ca	pital Project	Go	vernmental
	Ge	neral Fund		Fund		Funds
Assets						
Cash and cash equivalents	\$	4,735	\$	-	\$	4,735
Due from developer		22,266		-		22,266
Total assets	\$	27,001	\$		\$	27,001
Liabilities and Fund Balances						
Liabilities						
Accounts payable	\$	24,144	\$	-	\$	24,144
Contracts payable		-		271,343		271,343
Retainage payable		-		175,553		175,553
Due to developer				1,589,668		1,589,668
Total liabilities		24,144		2,036,564		2,060,708
Fund balances						
Unassigned		2,857		(2,036,564)		(2,033,707)
Total fund balances (deficit)		2,857		(2,036,564)		(2,033,707)
Total liabilities and fund balances	\$	27,001	\$	_	\$	27,001

# Canopy Community Development District Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30,	2018
Total fund balances, governmental funds	\$ (2,033,707)
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.	3,896,861
Total net position - governmental activities	\$ 1,863,154

# Canopy Community Development District Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

Year ended September 30,	2018					
		General Fund	Ca	Capital Project		Total
Revenues		runu		Fund		Funds
Developer contributions	\$	80,045	\$	3 000 000	\$	80,045
Intergovernmental revenues Total revenues		80,045		2,000,000		2,000,000 2,080,045
Expenditures						
Current:						
General government		85,178		134,599		219,777
Capital outlay		-		3,896,861		3,896,861
Total expenditures		85,178		4,031,460		4,116,638
Net change in fund balances		(5,133)		(2,031,460)		(2,036,593)
Fund balances (deficit), beginning of year		7,990		(5,104)		2,886
Fund balances (deficit), end of year	\$	2,857	\$	(2,036,564)	\$	(2,033,707)

# Canopy Community Development District Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

September 30,		2018
Net change in fund balances - governmental fund	\$	(2,036,593)
Capital outlay, reported as expenditures in the governmental funds, is shown as capital assets on the Statement of Net Position.	i	3,896,861
Change in net position of governmental activities	\$	1,860,268

#### NOTE 1: NATURE OF ORGANIZATION

The Canopy Community Development District (the "District") was established on May 24, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by the City of Tallahassee Ordinance No. 17-O-08. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of certain infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected by the owners of property within the District. At September 30, 2018, one Board member is affiliated with the Developer, Ox Bottom Mortgage Holdings, LLC. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

#### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

#### **Government-wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government.

#### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2018, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

#### Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Developer contributions associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

<u>General Fund</u> – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

<u>Capital Fund</u> – The Capital Projects Fund is used to account for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2018, the District does not report any proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

#### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

#### Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

#### Capital Assets

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

#### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property, plant and equipment of the primary government will be depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows:

	Asset	
Infrastructure		25

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### **Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2018.

In addition to liabilities, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any of this type of item at September 30, 2018.

#### **Fund Equity**

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or

#### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

#### **Budgets**

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

#### **NOTE 3: CAPITAL ASSETS**

The following is a summary of changes in the capital assets for the year ended September 30, 2018:

	ginning alance	Additions	Transfers a	0.74.77	Enc	ding Balance
Governmental Activities:						
Capital assets not being depreciated						
Infrastructure under construction	\$ _	\$ 3,896,861	\$	-	\$	3,896,861
Total capital assets, not being depreciated	-	3,896,861		-		3,896,861
Governmental activities capital assets, net	\$ _	\$ 3,896,861	\$	_	\$	3,896,861

The District will encompass approximately 424 acres. The Development plan for the proposed lands within the District includes approximately 900 single family residential units to be constructed in approximately seven phases. In addition to the single family residential units, the project plans to include parks and a central amenity center in the form of a clubhouse. The estimated cost of the project is \$90.9 million.

#### **NOTE 4: RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. There have been claims filed on this commercial coverage since inception.

#### **NOTE 5: MANAGEMENT COMPANY**

The District has contracted with a management company, Governmental Management Services, to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

#### **NOTE 6: RELATED PARTY TRANSACTIONS**

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, Ox Bottom Mortgage Holdings, LLC, the loss of which could have a material adverse effect on the District's operations.

The Developer has agreed to fund the general operations of the District. For the year ended September 30, 2018, the Developer contributed approximately \$80,045 to the General Fund, of which \$22,266 is recorded as Due from developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds.

During the year ended September 30, 2018, the Developer paid for certain infrastructure costs and professional fees in anticipation of bond issuance (see Note 9) totaling approximately \$1.6 million, which is recorded as Due to developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds. The amount owed will be repaid with the issuance of bonds. Subsequent to year end, the District repaid approximately \$1 million of the balance due to the developer.

#### **NOTE 7: INTERGOVERNMENTAL REVENUE**

In August 2017, the District entered into a joint project agreement for the Dove Pond regional stormwater facility with Leon County – City of Tallahassee Blueprint Intergovernmental Agency (the "Agency"). In accordance with the agreement, the District agreed to accelerate construction of the Dove Pond regional stormwater facility and in exchange, the Agency agreed to provide funding for the facility in the amount of 2/3 of the total construction costs but in an amount not to exceed \$2 million. The District received the entire \$2 million during the year ended September 30, 2018, which is recorded as intergovernmental revenue on the accompanying Statement of Activities and Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds.

#### NOTE 7: INTERGOVERNMENTAL REVENUE (Continued)

In March 2019, the District entered into an interlocal agreement with the City of Tallahassee and Leon County-City of Tallahassee Blueprint Intergovernmental Agency. The District has agreed to construct part of segment 3 of Welaunee Boulevard and the accompanying sidewalks and multipurpose trails, along with the turn lane portion of segment 2. The Agency has included Welaunee Boulevard as part of the Blueprint 2020 Infrastructure project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase 1. In accordance with the agreement, the City will reimburse actual construction costs of the project incurred by the District subject to (a) completion of an entire phase of the project with phasing as follows: B-3, B-4 and then B-5; (b) acceptance of completed 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; and (d) submission and acceptance by the City of the project documentation. Payment shall be to the District within 90 days of submission of an authorized pay request. No payment shall be due from the City to the District prior to October 1, 2019. 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. The City and Agency funding for the project will not exceed \$5,813,124.48.

#### **NOTE 8: COMMITMENTS**

The District has \$953,927 remaining on a contract for construction of Dove Pond Regional Stormwater Facility. The original contract, including change orders, totaled \$4,464,986.

In December 2017, the District entered into a contract totaling \$896,796 for Canopy Unit 3 Phase 1 and 2. The work related to the contract commenced in January 2019.

During the year ended September 30, 2018, the District entered into an acquisition of certain improvements and the right to rely upon any warranties and contract terms for the construction of the same with the Developer as well as a bill of sale for the improvements. The total costs of all the improvements located within Canopy Unit 1, Phases 2, 3, 4, 5 and 7 is \$4,607,686. No payments were made toward the purchase during the year ended September 30, 2018. Subsequent to fiscal year end, the District paid the Developer \$893,101 toward the purchase of these improvements.

#### **NOTE 9: SUBSEQUENT EVENTS**

On October 31, 2018, the District issued \$11,405,000 of Series 2018 Special Assessment Bonds, consisting of \$2,225,000 Series 2018A-1 Bonds with interest rates from 6.00% to 6.15%, \$5,480,000 Series 2018A-2 Bonds with an interest rate of 6.15%, \$2,735,000 Series 2018A-3 Bonds with and interest rate of 6.25%, and \$965,000 Series 2018A-4 Bonds with interest rates from 5.00% to 5.15%. The bonds were issued to pay for a portion of the Series 2018A project. Interest on the

#### **NOTE 9: SUBSEQUENT EVENTS (Continued)**

bonds is due semiannually on each May 1 and November 1. Principal on the Series 2018A Bonds is due serially commencing on May 1, 2020 through May 1, 2049.

In April 2019, the District entered into an agreement for professional architectural design services for the Canopy Clubhouse and Welaunee Plantation Development totaling \$39,675.

In April 2019, the District entered into a demand note agreement, whereby the District accepted an assignment from the Developer, Ox Bottom Mortgage Holdings, LLC, of a contract with Sandco, LLC totaling \$1,146,796 for Canopy unit 3.

In April 2019, the District entered into a settlement agreement with RS&H, Inc. In accordance with this agreement, the District agreed to pay RS&H \$85,000, which constitutes full payment to resolve all outstanding disputes regarding the amount under the agreement through final acceptance and certification by contractor of the project.

The District is in the process of finalizing a construction contract for infrastructure improvements for units 4 and 5. The total proposed cost is approximately \$10 million.

Required Supplemental Information (Other than MD&A)

#### Canopy Community Development District Budget to Actual Comparison Schedule – General Fund

Year ended September 30,				2018		
	Ori	ginal and	-	Actual		riance with
	Fina	al Budget	Α	mounts	Fi	nal Budget
Revenues						
Developer contributions	\$	87,500	\$	80,045	\$	(7,455)
Total revenues		87,500		80,045		(7,455)
Expenditures						
General government		87,500		85,178		2,322
Total expenditures		87,500		85,178		2,322
Excess (deficit) of revenues over expenditures	\$		\$	(5,133)	\$	(5,133)



Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Canopy Community Development District Leon County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Canopy Community Development District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 28, 2019.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2019



#### **MANAGEMENT LETTER**

Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

To the Board of Supervisors Canopy Community Development District Leon County, Florida

#### **Report on the Financial Statements**

We have audited the financial statements of the Canopy Community Development District ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 28, 2019.

#### **Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

#### **Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 28, 2019, should be considered in conjunction with this management letter.

#### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. This is the District's first annual audit report.

#### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

#### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Can Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2019



Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

#### INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Supervisors Canopy Community Development District Leon County, Florida

We have examined Canopy Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2018. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and performed the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Caux Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2019

# SECTION VI

#### Exhibit A

### WORK AUTHORIZATION #1, 2019

Canopy Community Development District c/o Governmental Management Services – Central Florida, LLC 135 W. Central Boulevard, Suite 320 Orlando, Florida 32801

Subject: Work Authorization Number 1. Canopy Community Development District

Dear Chairperson, Board of Supervisors:

Conn & Associates, Inc. ("Design Professional") is pleased to submit this work authorization to provide professional services for the Canopy Community Development District. We will provide these services pursuant to our current agreement dated 04/11/2019 ("Agreement") as follows:

#### I. Scope of Work

Canopy Community Development District ("District") hereby engages the services of Design Professional to perform the work described in Attachment A, attached hereto.

#### II. Fees

The District will compensate Design Professional in accordance with the terms of the Agreement and Attachment A.

This proposal, together with the Agreement, represents the entire understanding between the District and Design Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Conn & Associates, Inc. We look forward to helping you create a quality project.

Authorized Representative of Conn & Associates, Inc.

APPROVED AND ACCEPTED

By:		
	Authorized Representative of	
	Canopy Community Development District	
Date	9:	



Revised January 22, 2019 and April 11, 2019

Jason Ghazvini
Premier Construction & Development, Inc.
4708 Capital Circle NW
Tallahassee, FL 32303

#### PROFESSIONAL DESIGN SERVICES PROPOSAL:

Canopy Clubhouse, Welaunee Plantation Development, Tallahassee, Florida

Dear Jason,

Thank you for this opportunity to propose Architectural and Engineering services for the Canopy Clubhouse in Welaunee Plantation Development located in Tallahassee, Florida.

#### PROJECT SCOPE:

The proposed Canopy Clubhouse building shall be located in the new Canopy development. The Canopy Club house is approximately 8,500 sf under roof. This facility is divided into two distinct areas with a breezeway connecting the gym side to the flex space side of the clubhouse. In addition, one section of the building will house pool equipment, restrooms, and outdoor showers required for the pool area. The 8,500 sf is comprised of approximately 3,000 sf of enclosed space and approximately 5,500 sf of breezeway and covered areas. The scope of the design services shall be limited in scope as requested. The pool vendor shall be responsible for the design and permitting of the pool, pool equipment, and pool electrical requirements. The pool vendor shall forward all under-slab electrical, mechanical. plumbing and miscellaneous conduit requirements to the architect prior to foundation design. The pool vendor, gym equipment vendor, and civil engineer are to supply the architect with their respective completed and permitted work. No pool design, gym equipment layout, mechanical certifications, electrical certifications, or civil engineering shall be included in the scope of service. Miscellaneous items such as a pavilion design, typical fence post design, and gate access design shall be included in the Conn & Associates scope of work. No pool furniture, non-fixed items, or landscaping shall be a part of this scope. The scope of the engineering work for Conn & Associates will be limited to subcontracting with a structural engineer for structural work. All incidental electrical and mechanical engineering for the clubhouse, (which excludes all engineering associated with the pools), is to be performed in-house with Conn staff-no mechanical or electrical engineering certifications are included. The CDD will be responsible for bidding.

Conn & Associates, Inc. d/b/a "Conn Architects" will provide design instruments of service sufficient to permit and construct the facility. The following basic scope of services shall be included:

- Preliminary Design development of existing design from previous scope of work shall be utilized.
- Design Development
- CDs to include Architectural, Structural, Mechanical and Electrical for Clubhouse only.

January 22, 2019 and April 11, 2019

Page 2 of 3

- Permitting Services
- Responses to Authority having Jurisdiction (AHJ) Plan Review comments and revisions as necessary.
- Responses to questions or RFI's from the General Contractor during his bidding and construction.

#### PROPOSED FEE:

The proposed fee for the professional services as described above is \$39,675.00. This fee has been reduced 20.5% from the last proposal. Please see below for applicable reimbursable expense rates. Invoices for all work done to-date will be sent monthly and are due within 30 days of date of invoice. Unpaid balances will accrue interest at the rate of 18.0% per annum from the date due.

#### **EXCLUDED PROFESSIONAL SERVICES:**

The following services are not included in the basic scope of services. If these services are required, they may be incorporated as additional services at an additional cost. Conn & Associates, Inc. may be contracted to complete any additional services through hourly compensation or by contracting with a sub-consultant to provide a specific service. Any additional sub-consultant services are provided to the Owner as "pass-through" fees; they are invoiced at 100% of incurred fees, with no additional mark-up.

- Surveying
- Landscape Architecture
- Bidding the project
- Physical Models
- Interior Design
- Playground Design

- Civil engineering
- Electrical Engineering Certification
- Construction Administration
- Security systems
- Reimbursable Expenses
- Mechanical Engineering Certification

#### REIMBURSABLE EXPENSES:

The following are considered reimbursable expenses and are additional to the base fee listed above.

All travel costs outside of Leon County limits
 Governmental / permitting fees
 Clerical fees
 24 x 36 photo static copies
 11x17 color copies
 Postage
 S8¢ per mile (IRS 2019)
 \$80.00/hour
 \$2.00 each
 \$1.00 each
 Postage

This proposal incorporates provisions of the AIA document B105-2017, Owner/Architect Agreement-Residential or Small Commercial Project. The AIA Document B105-2017, while not specifically attached to this agreement, forms a part of this agreement, and is available for your review. Conn & Associates, Inc.'s, scope of services is strictly limited to the Instruments of services outlined in this written agreement and the referenced AIA agreement.

Any disputes between the parties regarding this agreement shall be resolved in the proper jurisdictional court serving Leon County, Florida, and the prevailing party in any action regarding this agreement shall be entitled to recover of its costs incurred including reasonable attorneys' fees at the trial and appellate level.



January 22, 2019 and April 11, 2019

Page 2 of 3

If you are in agreement with the terms of this contract, please execute the agreement by signing below and returning one copy to our office for our files. Please feel free to contact me anytime at (850) 878-8784 if you have any questions. Thank you again for this opportunity to provide professional design services for your project.

sincerely,	Authorized Signature:		
Michael A. Conn, AIA, NCARB AIA President	Signature	Date	_
Project #18-210 7548 Canopy Clubhouse Proposal	Printed name:		_

## SECTION VII

## FORM OF REQUISITION CANOPY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018A-3

The undersigned, a Responsible Officer of Canopy Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain Third Supplemental Trust Indenture dated as of November 1, 2018, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

capita	aphanzed terms used herent shan have the meaning ascribed to such term in the muchture).					
	(A)	Requis	ition Number:	1		
	(B)	Name	of Payee:	Conn & Associates, Inc.		
	(C)	Amou	nt Payable:	\$34,725.00		
	(D)	and pa	yable pursuan	id or incurred (refer also to specific contract if amount is due to a contract involving progress payments, or, state Costs of ole): Invoice # 12066 – Canopy Clubhouse Architectural v 26, 2019.		
Const	(E) Fund or Account from which disbursement to be made: Series 2018A-3 Restricted Construction and Acquisition Account 250083006					
The ur	ndersign	ned here	eby certifies tha	at:		
	1.		obligations in Issuer,	the stated amount set forth above have been incurred by the		
	or					
Const	ruction !	□ Fund th	-	n is for Costs of Issuance payable from the Acquisition and eviously been paid;		
Constr	2. uction		isbursement se	t forth above is a proper charge against the Acquisition and		
and/or	3. each disbursement set forth above was incurred in connection with the acquisition d/or construction of the Series 2018A-3 Project;					

each disbursement represents a Cost of the Series 2018A-3 Project which has not

previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

CANOPY COMMUNITY
DEVELOPMENT DISTRICT

Ву:		
	Responsible Officer	

### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018A-3 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018A-3 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer related to the Series 2018A-3 Project, as such report shall have been amended or modified on the date hereof.

Consulting E	Ingineer	



Tom Asbury Canopy Community Development District 135 W. Central Blvd, Suite 320 Orlando, FL 32801

Bill To

### **Invoice**

Date	Invoice #
6/3/2019	12066

Visa and MasterCard payments are gladly accepted. Please return this invoice with your completed credit card information.



Name on Card:\_

Account #:\_



D	ECI	S	I	W	E	
N	ECI JUN	1	0	201	9	W

BY:\_\_\_\_

Terms	Project	Security Code:
Net 30	18-210 Canopy Clubhouse	Expiration Date:Signature:

Quantity	Description	Rate	Amount
	Architectural Services from April 15, 2019 through May 26, 2019  Canopy Clubhouse - Welaunee Plantation Tallahassee, Florida  1) Correspondence with Client 2) Coordination & Meeting with Engineers 3) Construction Documents 4) Exterior Renderings		
0.65	65% Architectural Services Completed (0% Previously Invoiced)	46,500.00	30,225.00
	Additional Services: Exterior Renderings  1) Aerial View of Pool, Building, Landscaping  2) Four (4) Close-up Shots of Pool Area & Building  3) Daytime & Twilight Views		
75	Graphics Designer II	60.00	4,500.00
	Contracted Executed on May 16, 2019 \$46,500.00 Contract Amount \$ 0.00 Previously Invoiced \$30,225.00 Current Invoice (Excluding Reimbursables / Additional Services) \$16,275.00 Contract Remaining		
			ă.

Payments / Credits	\$0.00
Balance Due	\$34,725.00

# SECTION VIII

# SECTION C

## SECTION 1

## Canopy Community Development District

### Summary of Checks

May 28, 2019 to July 1, 2019

Bank	Date Check No.'s		Amount		
General Fund	6/13/19	97	\$	3,712.61	
	6/25/19	98	\$	762.95	
			\$	4,475.56	
Capital Projects Fund	7/1/19	2-3	\$	30,829.60	
			\$	30,829.60	
			\$	35,305.16	

AP300R *** CHECH	K DATES	05/28/20	19 - 07/0		***	CANOPY		ENERAL FUND	COMPUTER C	HECK REGISTER	RUN	7/02/19	PAGE 1
CHECK DATE	VEND#	DATE	OICE INVOICE		ENSED TO DPT ACCT#		SUBCLASS	VENDOR NAME		STATUS		AMOUNT	CHECK AMOUNT #
6/13/19	00001	6/01/19	26 MANAGEMI		310-51300	-34000	)			*		2,916.67	
		6/01/19	26	201906	310-51300	-35100	)			*		83.33	
		6/01/19		201906	310-51300	-31300	)			*		500.00	
		6/01/19		201906	310-51300	-51000	)			*		35.96	
		6/01/19	OFFICE S		310-51300	-42000	)			*		10.30	
		6/01/19	POSTAGE 26 COPIES	201906	310-51300	-42500	)			*		166.35	
			001111			GOV	ERNMENTA:	L MANAGEMENT	SERVICES				3,712.61 000097
6/25/19	00010	6/24/19			300-20700 ICE-S18 A4		)			*		762.95	
							OPY CDD	C/O USBANK					762.95 000098
								тота	L FOR BANK	A		4,475.56	
												720	
								TOTAI	L FOR REGI	STER		4,475.56	

CANO CANOPY CDD

KCOSTA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 05/28/2019 - 07/01/2019 *** CANOPY CDD - CAPITAL PROJECTS BANK B GENERAL FUND	CHECK REGISTER	RUN 7/02/19	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
7/01/19 00003 3/08/19 270850 201902 600-53800-60100 CDD MEETING/CONTRACTS	*	2,456.72	
GREENMAN-PEDERSEN, INC.			2,456.72 000002
7/01/19 00002 11/20/18 103838 201901 600-20600-20000 RFP ADDENDUM/SUPPLEMENTAL	*	1,234.11	
12/17/18 104418 201901 600-20600-20000	*	687.23	
FUNDING AGREE/TAX FORMS 1/16/19 104927 201901 600-20600-20000	*	10,653.50	
INTERLOCAL AGREE/ADDENDUM 1/16/19 104929 201901 600-20600-20000	*	1,380.50	
INTERLOCAL AGREE/CONTRACT 2/22/19 105663 201901 600-53800-60100	*	2,713.50	
SITE PROJECT/RFP AMMENDS 3/19/19 106085 201902 600-53800-60100	*	10,705.69	
AMENITY CENTER RFP/RS&H 4/22/19 106876 201903 600-53800-60100	*	998.35	
DISSEMINATE/RSH LETTER HOPPING GREEN & SAMS			28,372.88 000003
TOTAL FOR BAN	NK B	30,829.60	
TOTAL FOR REC	GISTER	30,829.60	

CANO CANOPY CDD

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# SECTION 2



# Canopy Community Development District

Unaudited Financial Reporting
May 31, 2019



## **Table of Contents**

1	Balance Sheet
2-3	General Fund Income Statement
4	Debt Service Fund - Series 2018 A1 & A2
4	Debt Service Fund - Series 2018 AT & AZ
5	Debt Service Fund - Series 2018 A3
6	Debt Service Fund - Series 2018 A4
7	Capital Project Fund - Series 2018 A1 & A2
8	Capital Project Fund - Series 2018 A3
9	Capital Project Fund - Series 2018 A4
10	Capital Project Fund
11-12	Month to Month
13	Assessment Receipt Schedule

# Canopy COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET May 31, 2019

ASSETS: CASH	\$47,697	\$0		
	\$47,697	\$0		
		7.0	\$1,000	\$48,697
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
REVENUE A1	\$0	\$1,367	\$0	\$1,367
REVENUE A2	\$0	\$3,402	\$0	\$3,402
PREPAYMENT A2	\$0	\$201,104	\$0	\$201,104
CONSTRUCTION	\$0	\$0	\$7,041,930	\$7,041,930
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
REVENUE A3	\$0	\$1,725	\$0	\$1,725
CONSTRUCTION	\$0	\$0	\$8,518	\$8,518
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,514,500	\$1,514,500
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$41,936	\$0	\$41,936
CONSTRUCTION	\$0	\$0	\$2,966	\$2,966
DUE FROM OTHER	\$90	\$0	\$0	\$90
TOTAL ASSETS	\$47,787	\$469,082	\$8,568,914	\$9,085,784
LIABILITIES:				
ACCOUNTS PAYABLE	\$10,194	\$0	\$30,830	\$41,024
RETAINAGE PAYABLE	\$10,151	\$0	\$175,553	\$175,553
DUE TO DEVELOPER	\$0	\$0	\$1,732,765	\$1,732,765
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$37,593	\$0	\$0	\$37,593
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$288,019	\$0	\$288,019
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$106,413	\$0	\$106,413
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$74,650	\$0	\$74,650
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$7,041,930	\$7,041,930
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,523,019	\$1,523,019
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$2,966	\$2,966
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$1,938,148)	(\$1,938,148)
TOTAL LIABILITIES & FUND EQUITY	\$47,787	\$469,082	\$8,568,914	\$9,085,784

## COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	5/31/19	5/31/19	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$29,760	\$29,760	\$29,542	(\$218)
ASSESSMENTS - DIRECT	\$105,692	\$70,461	\$61,654	(\$8,808)
DEVELOPER CONTRIBUTIONS	\$185,273	\$123,515	\$14,492	(\$109,024)
INTEREST	\$500	\$333	\$0	(\$333)
MISCELLANEOUS INCOME	\$2,500	\$1,667	\$0	(\$1,667)
TOTAL REVENUES	\$323,725	\$225,737	\$105,687	(\$120,050)
EXPENDITURES:				
<u>ADMINISTRATIVE</u>				
ENGINEERING	\$12,000	\$8,000	\$0	\$8,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
DISSEMINATION	\$8,000	\$3,500	\$3,500	\$0
ATTORNEY	\$25,000	\$16,667	\$31,704	(\$15,037)
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	\$23,333	\$23,333	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$1,667	\$1,833	(\$166)
TRAVEL	\$250	\$167	\$0	\$167
TELEPHONE	\$250	\$167	\$32	\$134
POSTAGE	\$1,500	\$1,000	\$280	\$720
PRINTING & BINDING	\$1,500	\$1,000	\$651	\$349
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$3,333	\$726	\$2,608
OTHER CURRENT CHARGES	\$1,000	\$667	\$1,114	(\$447)
OFFICE SUPPLIES	\$1,000	\$667	\$103	\$564
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$66,342	\$70,951	(\$4,609)

## COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

BUDGET 5/31/19   S/31/19   VARIANCE	i	ADOPTED	PRORATED BUDGET	ACTUAL	
MAINTENANCE   S02.500					VARIANCE
LANDSCAPE MAINTENANCE	<u>MAINTENANCE</u>				
LANDSCAPE MAINTENANCE					
LANDSCAPE CONTINGENCY   \$12,500   \$8,333   \$0   \$8,333   \$0   \$5,333   \$1,000   \$1		***	A44.668	+-	***
PLANT REPLACEMENTS   \$7,500   \$5,000   \$0   \$3,333   \$0   \$3,300   RRIGATION - REPAIRS   \$5,000   \$1,667   \$0   \$6,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000   \$1,667   \$1,000					
IRRIGATION - REPAIRS   \$5,000   \$3,333   \$0   \$3,333   IRRIGATION - WATER   \$10,000   \$6,667   \$0   \$6,667   \$0   \$1,667   \$10   \$10   \$					
IRRIGATION - WATER   \$10,000   \$6,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,667   \$0   \$1,250   \$2,500   \$1,25	The state of the s				
IRRIGATION - ELECTRIC   \$2,500   \$1,667   \$0   \$1,657   WETLAND MAINTENANCE   \$3,750   \$5,250   \$0   \$2,500   WETLAND MITIGATION REPORTING   \$1,250   \$833   \$0   \$833   LAKE MAINTENANCE   \$7,500   \$5,000   \$0   \$5,000   \$0   \$8,333   OPERATING SUPPLIES   \$1,250   \$833   \$0   \$833   S0   \$833   OPERATING SUPPLIES   \$1,250   \$833   \$0   \$833   OPERATING SUPPLIES   \$1,250   \$833   \$0   \$833   OPERATING SUPPLIES   \$1,250   \$833   \$0   \$833   OPERATING SUPPLIES   \$1,250					
WETLAND MINTENANCE         \$3,750         \$2,500         \$0         \$2,500           WETLAND MITIGATION REPORTING         \$1,250         \$833         \$0         \$833           LAKE MAINTENANCE         \$12,500         \$5,000         \$0         \$5,000           REPAIRS & MAINTENANCE         \$12,500         \$8333         \$0         \$8333           AMENITY CENTER         \$12,500         \$833         \$0         \$8333           AMENITY MANAGEMENT STAFFING         \$18,750         \$12,500         \$0         \$12,500           POOL ATTENDANTS         \$3,750         \$2,500         \$0         \$2,500           POOL AMINTENANCE         \$3,750         \$2,500         \$0         \$2,500           POOL HAINTENANCE         \$3,750         \$2,500         \$0         \$2,500           POOL HERMICALS         \$1,8875         \$1,250         \$0         \$2,500           POOL PRINTS         \$188         \$0         \$0         \$2,500           POOL PRINTS <td></td> <td></td> <td></td> <td></td> <td></td>					
WETLAND MITICATION REPORTING   \$1,250   \$833   \$0   \$8,33					
LAKE MAINTENANCE   \$7,500   \$5,000   \$0   \$5,000   REPAIRS & MAINTENANCE   \$12,500   \$8,333   \$0   \$0   \$0   \$0   \$0   \$0   \$0					
REPAIRS & MAINTENANCE   \$12,500   \$8,333   \$0   \$2,500   \$0   \$0   \$1,2,500   \$0   \$0   \$2,500   \$0   \$0   \$0   \$0   \$0   \$0   \$0					
OPERATING SUPPLIES   \$1,250   \$833   \$0   \$833					
AMENITY CENTER         \$18,750         \$12,500         \$0         \$12,500           AMENITY MANAGEMENT STAFFING POOL ATTENDANTS         \$3,750         \$2,500         \$0         \$2,500           JANTORIAL         \$3,750         \$2,500         \$0         \$2,500           POOL MAINTENANCE         \$3,750         \$2,500         \$0         \$2,500           POOL CHEMICALS         \$1,875         \$1,250         \$0         \$2,500           POOL PERMITS         \$188         \$0         \$0         \$2,500           POOL FLECTRIC         \$3,750         \$2,500         \$0         \$2,500           POOL PERMITS         \$188         \$0         \$0         \$2,500           POOL FLECTRIC         \$3,750         \$2,500         \$0         \$2,500           POOL PATER         \$250         \$167         \$0         \$167           FULL POOL WATER         \$250         \$167         \$0         \$167           FULL POOL WATER         \$250         \$167         \$0         \$167           FULL POOL WATER         \$3250         \$167         \$0         \$167           FULL POOL WATER         \$1,250         \$833         \$0         \$833           FULL PATER POOL WATER <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>					
AMENITY MANAGEMENT STAFFING \$18,750 \$12,500 \$0 \$12,500 POOL ATTENDANTS \$3,750 \$2,500 \$0 \$0 \$2,500 POOL ATTENDANTS \$3,750 \$2,500 \$0 \$0 \$2,500 POOL ATTENDANTS \$3,750 \$2,500 \$0 \$0 \$2,500 POOL MAINTENANCE \$3,750 \$2,500 \$0 \$0 \$2,500 POOL MAINTENANCE \$3,750 \$2,500 \$0 \$0 \$2,500 POOL CHEMICALS \$1,875 \$1,250 \$0 \$0 \$1,250 POOL PERMITS \$188 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	OPERATING SUPPLIES	\$1,250	\$833	\$0	\$833
POOL ATTENDANTS   \$3,750   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$2,500   \$0   \$0   \$2,500   \$0   \$0   \$2,500   \$0   \$0   \$0,500   \$0   \$0   \$0   \$0   \$0   \$0   \$0	<u>AMENITY CENTER</u>				
ANTIORIAL	AMENITY MANAGEMENT STAFFING	\$18,750	\$12,500	\$0	\$12,500
POOL MAINTENANCE	POOLATTENDANTS	\$3,750	\$2,500	\$0	\$2,500
POOL CHEMICALS   \$1,875   \$1,250   \$0   \$1,250     POOL PERMITS   \$188   \$0   \$0   \$0     POOL PERMITS   \$188   \$0   \$0   \$0     POOL WATER   \$250   \$167   \$0   \$167     TELEPHONE   \$625   \$417   \$0   \$417     WATER/SEWER   \$1,250   \$833   \$0   \$833     GAS   \$125   \$833   \$0   \$833     TRASH   \$600   \$400   \$0   \$400     PEST CONTROL   \$300   \$200   \$0   \$200     TERMITE BOND   \$188   \$125   \$0   \$1,250     TERMITE BOND   \$1,875   \$1,250   \$0   \$1,250     ACCESS CARDS   \$6,250   \$6,250   \$0   \$6,250     ACCESS CARDS   \$6,250   \$417   \$0   \$417     ACTIVITIES   \$3,750   \$2,500   \$0   \$2,500     SECURITY/ALARMS/REPAIR   \$8,750   \$5,833   \$0   \$5,833     REPAIRS & MAINTENANCE   \$8,750   \$5,833   \$0   \$5,833     OFFICE SUPPLIES   \$500   \$333   \$0   \$5,833     OFFICE SUPPLIES   \$5,00   \$333   \$0   \$5,833     OTHER CONTINGENCY   \$1,250   \$833   \$0   \$833     CAPITAL MAINTENANCE EXPENDITURES   \$3,750   \$2,500   \$0     SOUTHAR CONTINGENCY   \$1,250   \$833   \$0   \$833     CAPITAL MAINTENANCE EXPENDITURES   \$3,750   \$1,250   \$1,250     SOUTHAR CONTINGENCY   \$1,250   \$833   \$0   \$833     CAPITAL MAINTENANCE EXPENDITURES   \$3,750   \$1,250   \$1,250     SOUTHAR CONTINGENCY   \$1,250   \$833   \$0   \$833     CAPITAL MAINTENANCE EXPENDITURES   \$3,750   \$1,250   \$1,250     SOUTH CONTINGENCY   \$1,250   \$1,250   \$1,250     SOUTH CON	JANITORIAL	\$3,750	\$2,500	\$0	\$2,500
POOL PERMITS	POOL MAINTENANCE	\$3,750	\$2,500	\$0	\$2,500
POOL-ELECTRIC         \$3,750         \$2,500         \$0         \$2,500           POOL-WATER         \$250         \$167         \$0         \$167           TELEPHONE         \$625         \$417         \$0         \$4167           WATER/SEWER         \$1,250         \$833         \$0         \$833           GAS         \$125         \$83         \$0         \$83           TRASH         \$600         \$400         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$200           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE,INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$417           ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0 <td< td=""><td>POOLCHEMICALS</td><td>\$1,875</td><td>\$1,250</td><td>\$0</td><td>\$1,250</td></td<>	POOLCHEMICALS	\$1,875	\$1,250	\$0	\$1,250
POOL-WATER	POOL PERMITS	\$188	\$0	\$0	
TELEPHONE         \$625         \$417         \$0         \$417           WATER/SEWER         \$1,250         \$833         \$0         \$833           GAS         \$125         \$83         \$0         \$83           TRASH         \$600         \$400         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$200           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE/INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$417           ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$33,33           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$833         \$0 <td>POOL - ELECTRIC</td> <td>\$3,750</td> <td>\$2,500</td> <td>\$0</td> <td>\$2,500</td>	POOL - ELECTRIC	\$3,750	\$2,500	\$0	\$2,500
WATER/SEWER         \$1,250         \$833         \$0         \$833           GAS         \$125         \$83         \$0         \$83           TRASH         \$600         \$400         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$400           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE/INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$1,250           SCURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$833           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$2,00         \$0         \$0 <td>POOL-WATER</td> <td>\$250</td> <td>\$167</td> <td>\$0</td> <td>\$167</td>	POOL-WATER	\$250	\$167	\$0	\$167
GAS         \$125         \$83         \$0         \$83           TRASH         \$600         \$400         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$200           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE/INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$1,250           ACCESS CARDS         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$6,750         \$5,833         \$0         \$333           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726	TELEPHONE	\$625	\$417	\$0	\$417
GAS         \$125         \$83         \$0         \$83           TRASH         \$600         \$400         \$0         \$400           PEST CONTROL         \$300         \$200         \$0         \$200           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE/INTERNET         \$1,875         \$1,250         \$0         \$12,50           ACCESS CARDS         \$625         \$417         \$0         \$11,250           ACCESS CARDS         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$333           OFFICE SUPPLIES         \$500         \$333         \$0         \$833           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$2,00,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         \$1         \$1,250	WATER/SEWER	\$1,250	\$833	\$0	\$833
PEST CONTROL   \$300   \$200   \$0   \$200   \$125     TERMITE BOND   \$188   \$125   \$0   \$125     INSURANCE - PROPERTY   \$6,250   \$6,250   \$0   \$6,250     CABLE/INTERNET   \$1,875   \$1,250   \$0   \$1,250     ACCESS CARDS   \$625   \$417   \$0   \$417     ACTIVITIES   \$3,750   \$2,500   \$0   \$2,500     SECURITY/ALARMS/REPAIR   \$8,750   \$5,833   \$0   \$5,833     REPAIRS & MAINTENANCE   \$8,750   \$5,833   \$0   \$5,833     OFFICE SUPPLIES   \$500   \$333   \$0   \$333     OFFICE SUPPLIES   \$500   \$333   \$0   \$333     HOLIDAY DECORATIONS   \$1,250   \$833   \$0   \$833     CAPITAL RESERVE   \$8,750   \$0   \$0   \$0    TOTAL MAINTENANCE EXPENDITURES   \$207,151   \$134,225   \$0   \$134,225    TOTAL EXPENDITURES   \$323,726   \$200,567   \$70,951   \$129,616    EXCESS REVENUES (EXPENDITURES)   \$1   \$34,736    FUND BALANCE - Beginning   \$0   \$2,857    FUND BALANCE - Ending   \$0   \$337,593	•	\$125	\$83	\$0	\$83
PEST CONTROL         \$300         \$200         \$0         \$200           TERMITE BOND         \$188         \$125         \$0         \$125           INSURANCE - PROPERTY         \$6,250         \$6,250         \$0         \$6,250           CABLE/INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$417           ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$20,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REV	TRASH	\$600	\$400	\$0	\$400
INSURANCE - PROPERTY   \$6,250   \$6,250   \$0   \$6,250   \$0   \$6,250   \$0   \$1,250   \$1,250   \$		\$300	\$200	\$0	\$200
INSURANCE - PROPERTY   \$6,250   \$6,250   \$0   \$6,250     CABLE/INTERNET   \$1,875   \$1,250   \$0   \$1,250     ACCESS CARDS   \$625   \$417   \$0   \$417     ACTIVITIES   \$3,750   \$2,500   \$0   \$2,500     SECURITY/ALARMS/REPAIR   \$8,750   \$5,833   \$0   \$5,833     REPAIRS & MAINTENANCE   \$8,750   \$5,833   \$0   \$5,833     OFFICE SUPPLIES   \$500   \$3333   \$0   \$3333     HOLIDAY DECORATIONS   \$1,250   \$833   \$0   \$833     COTHER   CONTINGENCY   \$1,250   \$833   \$0   \$833     CAPITAL RESERVE   \$8,750   \$0   \$0   \$0    TOTAL MAINTENANCE EXPENDITURES   \$207,151   \$134,225   \$0   \$134,225    TOTAL EXPENDITURES   \$323,726   \$200,567   \$70,951   \$129,616    EXCESS REVENUES (EXPENDITURES)   \$31,736    FUND BALANCE - Beginning   \$0   \$37,593    FUND BALANCE - Ending   \$0   \$37,593	TERMITE BOND	\$188	\$125	\$0	\$125
CABLE/INTERNET         \$1,875         \$1,250         \$0         \$1,250           ACCESS CARDS         \$625         \$417         \$0         \$417           ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$3333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         \$1         \$34,736           FUND BALANCE - Beginning         \$0         \$37,593			\$6,250	\$0	
ACCESS CARDS         \$625         \$417         \$0         \$417           ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           COTHER         CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$37,593	CABLE/INTERNET			\$0	
ACTIVITIES         \$3,750         \$2,500         \$0         \$2,500           SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           COTHER         CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$37,593	10 10 10 10 10 10 10 10 10 10 10 10 10 1				
SECURITY/ALARMS/REPAIR         \$8,750         \$5,833         \$0         \$5,833           REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           COTHER         CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$37,593	ACTIVITIES	\$3,750	\$2,500	\$0	
REPAIRS & MAINTENANCE         \$8,750         \$5,833         \$0         \$5,833           OFFICE SUPPLIES         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           OTHER         CONTINGENCY         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593	SECURITY/ALARMS/REPAIR				
OFFICE SUPPLIES HOLIDAY DECORATIONS         \$500         \$333         \$0         \$333           HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           OTHER         CONTINGENCY \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593					
HOLIDAY DECORATIONS         \$1,250         \$833         \$0         \$833           OTHER				\$0	
CONTINGENCY CAPITAL RESERVE         \$1,250	HOLIDAY DECORATIONS		\$833		
CONTINGENCY CAPITAL RESERVE         \$1,250         \$833         \$0         \$833           CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593	OTHER				
CAPITAL RESERVE         \$8,750         \$0         \$0         \$0           TOTAL MAINTENANCE EXPENDITURES         \$207,151         \$134,225         \$0         \$134,225           TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593		\$1.250	\$833	\$0	<b>\$</b> 833
TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593					
TOTAL EXPENDITURES         \$323,726         \$200,567         \$70,951         \$129,616           EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593	TOTAL MAINTENANCE EXPENDITURES	\$207.151	\$134,225	\$0	\$134.225
EXCESS REVENUES (EXPENDITURES)         (\$1)         \$34,736           FUND BALANCE - Beginning         \$0         \$2,857           FUND BALANCE - Ending         \$0         \$37,593		4.017201	+101,110	-	<b>410 1/220</b>
FUND BALANCE - Beginning \$0 \$2,857  FUND BALANCE - Ending \$0 \$37,593	TOTAL EXPENDITURES	\$323,726	\$200,567	\$70,951	\$129,616
FUND BALANCE - Ending \$0 \$37,593	EXCESS REVENUES (EXPENDITURES)	(\$1)		\$34,736	
	FUND BALANCE - Beginning	\$0		\$2,857	
	FUND BALANCE - Ending		3	\$37,593	

### COMMUNITY DEVELOPMENT DISTRICT

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

	ADOPTED BUDGET	PRORATED BUDGET 5/31/19	ACTUAL 5/31/19	Variance
REVENUES				
ASSESSMENTS - DIRECT	\$522,530	\$231,638	\$231,638	\$0
PREPAYMENTS	\$0	\$0	\$310,568	\$310,568
BOND PROCEEDS	\$0	\$0	\$82,146	\$82,146
INTEREST	\$500	\$333	\$1,502	\$1,169
TOTAL REVENUES	\$523,030	\$231,971	\$625,855	\$393,883
EXPENDITURES				
INTEREST A1 - 11/1	\$25,521	\$25,521	\$0	\$25,521
PRINCIPAL A1 - 5/1	\$70,000	\$70,000	\$0	\$70,000
INTEREST A1 - 5/1	\$67,555	\$67,555	\$65,088	\$2,467
INTEREST A2 - 11/1	\$60,347	\$60,347	\$0	\$60,347
INTEREST A2 - 5/1	\$159,743	\$159,743	\$161,957	(\$2,214)
SPECIAL CALL A2 - 5/1	\$0	\$0	\$110,000	(\$110,000)
TRANSFER OUT	\$0	\$0	\$791	(\$791)
TOTAL EXPENDITURES	\$383,166	\$383,166	\$337,836	\$45,330
EXCESS REVENUES (EXPENDITURES)	\$139,864		\$288,019	
FUND BALANCE - BEGINNING	\$85,868		\$0	
FUND BALANCE - ENDING	\$225,732		\$288,019	

#### COMMUNITY DEVELOPMENT DISTRICT

#### DEBT SERVICE FUND ASSESSMENT AREA 3 - SERIES 2018 A3

	ADOPTED BUDGET	PRORATED BUDGET 5/31/19	ACTUAL 5/31/19	Variance
REVENUES				
ASSESSMENTS - DIRECT	\$304,735	\$83,807	\$83,807	\$0
BOND PROCEEDS	\$0	\$0	\$104,688	\$104,688
INTEREST	\$250	\$167	\$1,072	\$905
TOTAL REVENUES	\$304,985	\$83,974	\$189,566	\$105,592
EXPENDITURES				
INTEREST - 11/1	\$57,561	\$57,561	\$0	\$57,561
INTEREST - 5/1	\$152,368	\$152,368	\$82,145	\$70,223
TRANSFER OUT	\$0	\$0	\$1,008	(\$1,008)
TOTAL EXPENDITURES	\$209,929	\$209,929	\$83,153	\$126,776
EXCESS REVENUES (EXPENDITURES)	\$95,056		\$106,413	
FUND BALANCE - BEGINNING	\$57,561		\$0	
FUND BALANCE - ENDING	\$152,617		\$106,413	

### COMMUNITY DEVELOPMENT DISTRICT

#### DEBT SERVICE FUND ASSESSMENT AREA 1 - SERIES 2018 A4

	ADOPTED BUDGET	PRORATED BUDGET 5/31/19	ACTUAL 5/31/19	Variance
REVENUES				
ASSESSMENTS - TAX ROLL	\$65,425	\$65,425	\$65,147	-\$278
BOND PROCEEDS	\$0	\$0	\$32,714	\$32,714
INTEREST	\$250	\$167	\$673	\$506
TOTAL REVENUES	\$65,675	\$65,592	\$98,534	\$32,943
EXPENDITURES				
INTEREST - 11/1	\$9,470	\$9,470	\$0	\$9,470
PRINCIPAL - 5/1	\$30,000	\$30,000	\$0	\$30,000
INTEREST - 5/1	\$25,069	\$25,069	\$23,569	\$1,500
TRANSFER OUT	\$0	\$0	\$315	(\$315)
TOTAL EXPENDITURES	\$64,539	\$64,539	\$23,884	\$40,655
EXCESS REVENUES (EXPENDITURES)	\$1,136		\$74,650	
FUND BALANCE - BEGINNING	\$9,471		\$0	
FUND BALANCE - ENDING	\$10,607		\$74,650	

### COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECT FUND - SERIES A1 & A2

	ADOPTED BUDGET	PRORATED BUDGET 5/31/19	ACTUAL 5/31/19	Variance
REVENUES				
BOND PROCEEDS	:	\$0 \$0	\$7,622,854	\$7,622,854
TRANSFER IN	;	\$0 \$0	\$791	\$791
INTEREST	3	\$0 \$0	\$70,282	\$70,282
TOTAL REVENUES		\$0 \$0	\$7,693,927	\$7,693,927
EXPENDITURES				
CAPITAL OUTLAY - CONSTRUCTION	)	\$0 \$0	\$360,078	(\$360,078)
CAPITAL OUTLAY - COI	3	\$0 \$0	\$291,918	(\$291,918)
TOTAL EXPENDITURES		\$0 \$0	\$651,997	(\$651,997)
EXCESS REVENUES (EXPENDITURES)		\$0	\$7,041,930	
FUND BALANCE - BEGINNING		\$0	\$0	
FUND BALANCE - ENDING		\$0	\$7,041,930	

### COMMUNITY DEVELOPMENT DISTRICT

#### **CAPITAL PROJECT FUND - SERIES A3**

	ADOPTED BUDGET	PRORATED BUI 5/31/19	ÖGET	ACTUAL 5/31/19	Variance
REVENUES					
BOND PROCEEDS		\$0	\$0	\$2,630,313	\$2,630,313
TRANSFER IN		\$0	\$0	\$804	\$804
INTEREST		\$0	\$0	\$14,781	\$14,781
TOTAL REVENUES		\$0	\$0	\$2,645,897	\$2,645,897
<u>EXPENDITURES</u>					
CAPITAL OUTLAY - COI		\$0	\$0	\$103,621	(\$103,621)
TRANSFER OUT		\$0	\$0	\$1,019,258	(\$1,019,258)
TOTAL EXPENDITURES		\$0	\$0	\$1,122,878	(\$1,122,878)
EXCESS REVENUES (EXPENDITURES)		\$0		\$1,523,019	
FUND BALANCE - BEGINNING		\$0		\$0	
FUND BALANCE - ENDING		\$0		\$1,523,019	

#### COMMUNITY DEVELOPMENT DISTRICT

### **CAPITAL PROJECT FUND - SERIES A4**

	ADOPTED BUDGET	PRORATED BUDGE 5/31/19	T ACTUAL 5/31/19	Variance
REVENUES				
BOND PROCEEDS TRANSFER IN		so s	\$932,286 \$0 \$31	\$315
TOTAL REVENUES			50 \$23 50 \$932,62	
EXPENDITURES			,,.	,,
CAPITAL OUTLAY - CONSTRUCTION CAPITAL OUTLAY - COI			\$893,10 \$0 \$36,56	8.00
TOTAL EXPENDITURES		\$0 5	\$929,66	2 (\$929,662)
EXCESS REVENUES (EXPENDITURES)		\$0	\$2,96	6
FUND BALANCE - BEGINNING		\$0	\$(	0
FUND BALANCE - ENDING		\$0	\$2,96	6

#### COMMUNITY DEVELOPMENT DISTRICT

#### **CAPITAL PROJECT FUND**

	ADOPTED BUDGET	PRORATED BU 5/31/19	DGET	ACTUAL 5/31/19	Variance
REVENUES					
DEVELOPER CONTRIBUTIONS		\$0	\$0	\$1,000	\$1,000
TRANSFER IN		\$0	\$0	\$1,019,258	\$1,019,258
TOTAL REVENUES		\$0	\$0	\$1,020,258	\$1,020,258
EXPENDITURES					
CAPITAL OUTLAY		\$0	\$0	\$881,710	(\$881,710)
PROFESSIONAL FEES		\$0	\$0	\$40,132	(\$40,132)
TOTAL EXPENDITURES		\$0	\$0	\$921,841	(\$921,841)
EXCESS REVENUES (EXPENDITURES)		\$0		\$98,417	
FUND BALANCE - BEGINNING		\$0		(\$2,036,564)	
FUND BALANCE - ENDING		\$0		(\$1,938,148)	

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	\$950	\$0	\$0	\$0	\$0	\$0	\$29,542
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$35,231	\$0	\$17,615	\$8,808	\$0	\$0	\$0	\$0	\$0	\$61,654
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	\$17,615	\$9,757	\$0	\$0	\$0	\$0	\$0	\$105,687
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	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$3,500
ATTORNEY	\$5,709	\$5,982	\$0	\$2,862	\$2,923	\$6,888	\$7,340	\$0	\$0	\$0	\$0	\$0	\$31,704
ANNUALAUDIT	\$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	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$23,333
INFORMATION TECHNOLOGY	\$50	\$83	\$83	\$83	\$1,283	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$1,833
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$21	\$0	\$0	\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$32
POSTAGE	\$4	\$26	\$81	\$31	\$28	\$4	\$21	\$86	\$0	\$0	\$0	\$0	\$280
PRINTING & BINDING	\$106	\$4	\$142	\$12	\$77	\$116	\$62	\$133	\$0	\$0	\$0	\$0	\$651
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
LEGAL ADVERTISING	\$102	\$0	\$0	\$0	\$131	\$493	\$0	\$0	\$0	\$0	\$0	\$0	\$726
OTHER CURRENT CHARGES	\$81	\$81	\$81	\$66	\$81	\$581	\$131	\$15	\$0	\$0	\$0	\$0	\$1,114
OFFICE SUPPLIES	\$21	\$0	\$20	\$20	\$20	\$20	\$0	\$2	\$0	\$0	\$0	\$0	\$103
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	\$6,491	\$7,959	\$11,611	\$11,054	\$3,736	\$0	\$0	\$0	\$0	\$70,951

Canopy Community Development District

	Oct	Nov	Dec	an	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
MAINTENANCE													
COMMON AREA													
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
AMENITY CENTER													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOLATTENDANTS	\$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
POOLCHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOLPERMITS	\$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
OTHER													
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	\$6,491	\$7,959	\$11,611	\$11,054	\$3,736	\$0	\$0	\$0	\$0	\$70,951
EXCESS REVENUES (EXPENDITURES)	(\$6,067)	(\$4,188)	\$22,270	\$29,674	(\$7,925)	\$6,004	(\$1,296)	(\$3,736)	\$0	\$0	\$0	\$0	\$34,736

## CANOPY COMMUNITY DEVELOPMENT DISTRICT

#### SPECIAL ASSESSMENT RECEIPTS - FYZ019

#### TAX COLLECTOR

									ss Assessments et Assessments		102,542 96,902	\$	31,992 30,232	\$	70,550 66,670 2018 A-4	
Date		Gros	s Assessments	1	Discounts/	C	ommissions		Interest	١	let Amount	۱ (	Seneral Fund	D	ebt Svc Fund	Total
Received	Dist		Received		Penalties		Paid		Income		Received		31.20%		68.80%	100%
44/20/40	4011		F 050 00				454.70				4 007 40	_	4 504 05	_		
11/29/18	ACH	>	5,059.20	\$	-	\$	151.78		-	>	4,907.42	1.3	1,531.06		3,376.36	\$ 4,907.42
12/13/18	ACH	>	73,618.55	\$	-	>	2,208.56	(5)	-	>	71,409.99	\$	22,279.15	\$	49,130.84	\$ 71,409.99
12/20/18	ACH	\$	12,602.88	\$	-	\$	378.09	- 50	1.5	\$	12,224.79	\$	3,814.00	\$	8,410.79	\$ 12,224.79
1/23/19	ACH	\$	3,086.54	\$		\$	92.60	Ş		Ş	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
4/10/19	ACH	\$	3,138.24	\$		\$	94.15	\$	-	\$	3,044.09	\$	949.72	\$	2,094.37	\$ 3,044.09
		\$	-	\$	•	\$	-	\$		\$	-	\$		\$		\$ -
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Totals		\$	97,505.41	\$		\$	2,925.18	\$	108.16	\$	94,688.39	\$	29,541.76	\$	65,146.63	\$ 94,688.39
	Ox Bottom Mo	rtgage I	Holdings, LLC									\$	105,692.00			
	DATE RECEIVED		Check Num		DUE DATE		AMOUNT BILLED	N	IET AMOUNT RECEIVED		AMOUNT DUE		GENERAL FUND			
	1/21/10		1640		1/1/10	ė	25 220 67	ć	25 220 67	ć		ć	25 220 67			

3/6/19 1654 2/1/19 \$ 8,807.67 \$ 8,807.67 \$ 5 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	,692.0
1/31/19	RAL
3/6/19 1654 2/1/19 \$ 8,807.67 \$ 8,807.67 \$ 5 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	D
3/4/19 1678 3/1/19 \$ 8,807.67 \$ 8,807.67 \$ 8 8,407.67 \$ 8 8,407.67 \$ 8 8,407.67 \$ 8 8,407.67 \$ 8 8,407.67 \$ 8 8,407.67 \$ 8 8,807.67 \$ \$ 8 8,807.67 \$ \$ \$ 8 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ \$ 8,807.67 \$ \$ \$ \$ 8,807.67 \$ \$ \$ \$ \$ 8,807.67 \$ \$ \$ \$ \$ 8,807.67 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	,230.6
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S	,807.6
6/1/19   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$ 8,11/19   \$ 8,807.67   \$ \$ 8,807.67   \$ \$ 8,807.67   \$ \$ 8,807.67   \$ \$ 8,807.67   \$ \$ \$ 8,807.67   \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	,807.6
7/1/19 \$ 8,807.67 \$ 8,807.67 \$ 8,41/19 \$ 8,807.67 \$ 8,807.67 \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ 8,807.67 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-
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8/1/19   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$ 8,807.67   \$	-
9/1/19 \$ 8,807.67 \$ \$ 8,807.67 \$ \$  \$ 105,692.03 \$ 61,653.68 \$ 44,038.35 \$ 61  OX BOTTOM Mortgage Holdings, LLC  DATE Check DUE AMOUNT RECEIVED DUE DEI  4/15/19 1727 4/1/19 \$ 66,404.45 \$	10-
DATE Check DUE AMOUNT NET AMOUNT S 66,404.45 \$ 66,404.	
DATE   Check   DUE   AMOUNT   NET AMOUNT   AMOUNT   DUE	,653.6
RECEIVED   Num   DATE   BILLED   RECEIVED   DUE   DE	,808.9
## 4/15/19	A-1
9/30/19 \$ 66,404.45 \$ \$ 66,404.45 \$ \$  \$ 132,808.90 \$ 66,404.45 \$ 66,404.45 \$ 66   DX Bottom Mortgage Holdings, LLC \$ 330  DATE Check DUE AMOUNT NET AMOUNT AMOUNT PRECEIVED DUE DE PRECEIVED AMOUNT PRECEIVED DUE DE PRECEIVED SUBJECT PRECEIVED SUBJ	ЗТ
\$ 132,808.90 \$ 66,404.45 \$ 66,404.45 \$ 66  DX Bottom Mortgage Holdings, LLC  DATE Check DUE AMOUNT NET AMOUNT AMOUNT 2018  RECEIVED Num DATE BILLED RECEIVED DUE DE  4/15/19 1727 4/1/19 \$ 165,233.42 \$ 165,233.42 \$ - \$ 165  9/30/19 \$ 165,233.42 \$ 165,233.42 \$	,404.4
DATE         Check Num         DATE         BILLED         RECEIVED         AMOUNT NET AMOUNT AMOUNT NET AMO	*
DATE RECEIVED         Check Num         DUE DATE DATE         AMOUNT RECEIVED RECEIVED         NET AMOUNT AMOUNT DUE DE	,404.4
RECEIVED         Num         DATE         BILLED         RECEIVED         DUE         DE           4/15/19         1727         4/1/19         \$ 165,233.42         \$ 165,233.42         \$ -         \$ 165           9/30/19         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42	,466.8
RECEIVED         Num         DATE         BILLED         RECEIVED         DUE         DE           4/15/19         1727         4/1/19         \$ 165,233.42         \$ 165,233.42         \$ -         \$ 165           9/30/19         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42         \$ 165,233.42	Δ-2
4/15/19 1727 4/1/19 \$ 165,233.42 \$ 165,233.42 \$ - \$ 165 9/30/19 \$ 165,233.42 \$ \$ 165,233.42 \$	
9/30/19 \$ 165,233.42 \$ 165,233.42 \$	,233.4
\$ 330,466.84 \$ 165,233.42 \$ 165,233.42 \$ 165	
\$ 530,400.04 \$ 103,235.42 \$ 103,235.42 \$ 105	,233.4
	,233.4.
Ox Bottom Mortgage Holdings, LLC \$ 167	,613.7
DATE Check DUE AMOUNT NET AMOUNT AMOUNT 2018	A-3
RECEIVED Num DATE BILLED RECEIVED DUE DE	зт
	,806.8
9/30/19 \$ 83,806.86 \$ 83,806.86 \$	
\$ 167,613.72 \$ 83,806.86 \$ 83,806.86 \$ 83	,806.8

# SECTION 3

#### **Community Development District**

FY19 Funding Request #9 June 30, 2019

	Payee	Cap	oital Project FY2019
1	Ardaman & Associates, Inc. Inv# T39226 - Consulting Services	\$	8,470.00
2	Greenman-Pedersen, Inc. Inv# 275087 - Engineering Services - April 2019	\$	1,403.84
( ) he		\$	9,873.84
	Total:	\$	9,873.84

Please make check payable to:

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





3175 West Tharpe Street Tallahassee, FL 32303 Phone 850-576-6131

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	10.00	10		-	<b>CONTRACT</b>
	A B	22	30.0		

Client

Canopy Community Development District

1590 Village Square Boulevard Tallahassee, Florida 32309

Office: File No.

Date:

8/8/2018

8/3/2018

Tailahassee 113-17-40-1983

Client No.

Period Ending:

193475

Attention: Alan Wise

Project: Dove Pond Dam

Prepared By:

Mike Wilson

Jeremy Clark

Service:

Consulting Services for Dove Pond Dam

PO#:

Qty 55	Description	Unit	Unit Price	1	TOTAL
55	Senior Project Manager	Hr	\$ 154.00	\$	8,470.0
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		<del></del>			
		<b>├├</b>			
and the state of					
			Subtotal:	.\$	8,470.0
ments:		INV	OICE TOTAL:	\$	8,470.0
	_				
,					

Please include invoice number on your check. Thank You!
Send checks to: Ardaman & Associates, Inc.
PO Box 911668
Denver, CO 80291-1668

Total invoice amount due upon receipt. Accounts not paid within 30 days after invoice date are subject to 1-1/2% late charge per month.

MY-YM

**Engineering and Construction Services** 

## RECEIVED

JUN 1 1 2019

**Canopy Community Development District** 9145 Narcoossee Road, Suite A206

May 23, 2019

Project No:

FLX-2017011.00

\$1,403.84

\$1,403.84

**Total this Task** 

**Total this Invoice** 

Orlando, FL 32827	2	BY:		- Invoice No:	275087	
Project	FLX-2017011.0	00 Canopy CDD C 1 30, 2019 to April 26, 20	_	vices		
Professional Servi	CES ITOIN MAIL	1 30, 20 13 to April 20, 20	<del>13</del>			
Task	00100	General Services				
Professional Pers	onnel					
			Hours	Rate	Amount	
Prado, Abraha	m	4/2/2019	2.00	175.48	350.96	
CDD Meet	ing					
Prado, Abrahai	m	4/3/2019	2.00	175.48	350.96	
Coordination Addendum		etland monitoring				
Prado, Abrahai	m	4/8/2019	1.00	175.48	175.48	
Pa request	approval Dove i	Pond				
Prado, Abrahai	n	4/22/2019	3.00	175.48	526.44	
	Addendums for 4 from bidder	& 5 with revised plan set	and bid dates	. Review		
	Totals		8.00		1,403.84	
	<b>Total Labor</b>					1,403.84