

*Canopy Community
Development District*

Agenda

November 12, 2019

AGENDA

Canopy

Community Development District

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

November 5, 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, November 12, 2019 at 11:00 AM at the Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the September 10, 2019 Meeting
4. Ratification of the Construction, Access and Maintenance Easement Agreement with the City of Tallahassee for Dove Pond Trail
5. Ratification of Agreement with Sandco, LLC for Construction Services for Dove Pond Trail
6. Acceptance of Audit Engagement Letter with Carr, Riggs & Ingram to Perform the Audit for Fiscal Year 2019
7. Ratification of Canopy Facilities Cost Sharing Agreement with Canopy Commercial Property Owners Association, Inc.
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Ratification of Requisition #1 (Series 2018A-3)
 - C. District Manager's Report
 - i. Approval of Check Register Summary
 - ii. Balance Sheet and Income Statement
 - iii. Consideration of Funding Request #12
9. Other Business
10. Supervisors Requests
11. Adjournment

¹ Comments will be limited to three (3) minutes

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

The third order of business is the approval of the minutes of the September 10, 2019 meeting. A copy of the minutes are enclosed for your review and approval.

The fourth order of business is Ratification of the Construction, Access and Maintenance Easement Agreement with the City of Tallahassee for Dove Pond Trail. A copy of the agreement is enclosed for your review and ratification.

The fifth order of business is Ratification of Agreement with Sandco, LLC for Construction Services for Dove Pond Trail. A copy of the agreement is enclosed for your review and ratification.

The sixth order of business is Acceptance of Audit Engagement Letter with Carr, Riggs & Ingram to Perform the Audit for Fiscal Year 2019. A copy of the engagement letter is enclosed for your review and acceptance.

The seventh order of business is Ratification of Canopy Facilities Cost Sharing Agreement with Canopy Commercial Property Owners Association, Inc. A copy of the agreement is enclosed for your review and ratification.

The eighth order of business is Staff Reports. Section B is the District Engineer's Report. Sub-section 1 is Ratification of Requisition #1 (Series 2018A-3). 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 Funding Request #12 for your review and approval. 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, September 10, 2019 at 11:04 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, Jr.	District Manager
Lauren Gentry	District Counsel
Jennifer Kilinski	District Counsel
Abraham Prado	GPI
Various Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 11:04 a.m.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. John Green stated I want to say how much we appreciate everything you have done for us. People have been wonderful, every time we need something, they help us out. The one thing we want to talk about is traffic calming on Crestline that is becoming a problem and at times it is dangerous. We need speed limit signs and calming measures. We wonder if the construction trucks can be routed around the back of the apartment buildings.

Ms. Joy Green stated I appreciate the stop signs that have been put in, I love the yellow lines and I know you have been responsive to things we have asked for.

Mr. Green stated another thing that goes along with traffic calming is sidewalks. We would appreciate it if the sidewalks could be cleaned.

Mr. Asbury stated we are aware of the traffic and we have asked the apartment complex to send something out and ask their residents and put out a sign. We will probably put up some “children at play” signs, slow down. Putting in speed bumps is not up to us but the city, but we will certainly talk to them about that.

A resident stated we have a green space behind us that flooded, and it has changed the dynamics. We did a recording of the sound decibels from Centerville Road behind our house and it changed drastically because all the vegetation and trees were killed. I contacted Jason and didn’t get a response. We are concerned with that area and we talked about the trail going by Centerville Road instead of behind our houses, but we have not heard anything back since we spoke with him in person. We would like to know where that is because it affects several houses on that side.

Mr. Asbury stated there are two holding ponds and that is a holding pond. We have a landscape architect who is doing a mitigation plan to plant some more wax myrtles and things in that area to try to dense it up. We are looking at just topping some of those trees. Those are holding ponds and we anticipate a lot of that was the pumping from one holding pond to another, which we no longer have to deal with. We are addressing it now and I will get your name and number and I will go through more of what we are doing.

A resident asked do you know anything about the trail.

Mr. Asbury stated that is an issue with the city. We think that the trail should be pushed closer to Centerville Road and/or not right behind the houses. The city is not necessarily in agreement with us. We have not put it in yet, there are issues with slopes and things, and we would like the change the way it is set up, but we have to deal with the city on that.

A resident stated I don’t know who this is relevant to, but it is a Canopy road, Centerville, and there is no canopy there because the road just falls off into that holding pond. I would think for the betterment of the canopy road idea that is popular in this city that you would want to have some kind of green there. Not only does it look better, the neighbors across the street would be happier, people driving through it would be happier and people like us who have to look at all those cars going by right now because of what has happened previously wouldn’t see the cars.

Mr. Asbury stated that is what the landscape architect is doing right now.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 6, 2019 Meeting

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the minutes of the August 6, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Evaluation of Proposals for Amenity Center Site Work

Ms. Kilinski stated as you may recall this amenity center site work is the site work necessary for preparation for the amenity center building as well as the amenity center site. We went through a public bid process where we publicly noticed the bid in the newspaper, two bids came back, one from C.W. Roberts and one from Sandco for the work. You have both proposals and hopefully, received those well in advance of this meeting and were able to review them. You have the evaluation criteria that the board previously adopted that includes the guidelines for evaluation of the two proposals you received. You also have a scoring sheet where you should put your scores based on the evaluation criteria. There are two categories that are not subjective, both schedule and price there is a formula for determining the point allocation for those two categories. The schedule you have 10 points for the fastest schedule and 5 points for the reasonableness of the schedule. You have 20 points for price, 10 for the lowest cost with the higher cost being a percentage of the lower cost point system and then 10 points for reasonableness of unit prices.

Our office reviewed the proposals for the legal sufficiency, Abe reviewed them for engineering sufficiency, and we believe both proposals are capable of being reviewed, there is nothing that would disqualify them from the review process. From a schedule perspective you may have noted that they both have 150 days, so I think they are both entitled to 15 points, one is not more expeditious than the other and they are also both reasonable in their schedule. For price, the price difference is fairly significant. Sandco was just under \$1 million at \$999,045 and C.W. Roberts was \$1,435,936.50. The point allocation based on the percentage is 15 or 16 depending on whether you round up or not and then 20 for Sandco as the lowest bid. The rest of them are subjective and as you may recall previously you can discuss those and come up with one bid sheet that you can adopt as a board or you can rank them separately with a point allocation, we can tally them with the district manager and then come up with a number one ranking and number two ranking.

A resident asked what is the amenity center?

Mr. Asbury stated it is the pool and clubhouse.

Ms. Kilinski stated this is not for the actual building. We haven't bid the actual building yet. You have an undeveloped piece of ground; you have to get it ready for the pool and clubhouse.

Mr. Asbury stated this is to get the parking in and all the infrastructure, sewer, water, storm drains, all that and clear the site and get it level so that a building can be built. They are finishing the architectural and that should be done in the next 60 to 90 days and then we will be bidding the building and I'm hoping it will be ready for next summer. That is my goal. Permitting is a constant issue and takes three and four times as long as I think it will. We are bidding this now, but we are still waiting on the actual permit.

Mr. Prado stated we are going for October 1st of having those received, have permits in hand.

Mr. Asbury stated by October 1st they will be knocking down trees and leveling and that sort of thing. Soon behind that we will be building the pool and clubhouse and we will be getting that out to everybody. When they finalize the design, we will send that out so everybody can see it. It is a very large pool.

A resident asked once this event takes place and we will be able to go swimming and things like that, who takes care of that financially, the CCD, the money we put in the CDD?

Mr. Asbury stated yes. The CDD money is building it, the CDD money will maintain it and they will manage it. That is what the CDD is for. The CDD will maintain the trails and all of that.

A resident asked does it ever get paid off and you don't have to pay it anymore?

Mr. Asbury stated the financing part, the construction that gets paid off. The maintenance does not, that is constant and goes on as long as you have maintenance.

A resident asked so rates can go up or down?

Mr. Mossing stated they can go up or down.

Mr. Asbury stated when the financing side falls off it goes down significantly but if the public decide they want to do other things that could be financed by the CDD and that would continue. Right now the developer is pretty much in charge but after so many years residents will be sitting on the board and making the decisions.

Ms. Kilinski stated the more people that move in the more lots that are developed the more people are paying into the budget, the budget. You have 200 units now and there are 1,000 units

out there, so the budget gets spread and your O&M assessments tend to level off where you don't see that much fluctuation.

A resident asked are the people who live in the apartments part of this.

Mr. Asbury responded they are not. The commercial and apartments have an owner's association and they contribute money because they will be using the trails, but they do not have access to the pool and clubhouse.

A resident asked what about the assisted living?

Mr. Asbury stated they may want to buy into it. It is a public facility so they can buy into it and they will pay to use that facility just as if someone from outside who wanted to come in could buy in but the expense for someone from outside to buy in would be a lot. They have asked for that and they don't think that many people are going to use it, but they will pay for it.

A. Ranking Sheet & Evaluation Criteria

The Board filled out their ranking sheets and staff did a tally of all scores.

Mr. Mossing stated C.W. Roberts had an average of 88.25 points and Sandco had an average of 99.5 points. Sandco had the most points and will be awarded the contract.

B. Review of Proposals Received from C.W. Roberts Contracting, Inc. and Sandco

C. Consideration of Resolution 2019-13 Award of Construction Contract for Amenity Center Site Work

Ms. Kilinski stated unless anyone disagrees with that ranking you have Resolution 2019-13 in your agenda package. We would update the fourth whereas to have 88 points for C.W. Roberts rounding down and 100 points for Sandco, which would be your official ranking. That would then award the contract for construction services to Sandco. If for some reason we are unable to reach a satisfactory construction contract with Sandco then you would default to the number two ranked bidder but unless anybody disagrees, we just need a motion to approve Resolution 2019-13 as stated on the record.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor Resolution 2019-13 awarding the construction contract to Sandco was approved.

FIFTH ORDER OF BUSINESS**Consideration of Special Warranty Deed for
Amenity Center Site**

Ms. Kilinski stated we are not ready for the legal description yet but essentially what we wanted to get in front of the Board in substantial form is the special warranty deed for deeding the project site that will ultimately include the amenity center that we discussed today from Ox Bottom Mortgage Holdings to the District. We don't have the legal description yet, as it hasn't been platted, but upon platting the idea would be that we amend the legal description to include the plat reference rather than having to pay for a survey to do the legal description now. Once we own the facility, we will own the underlying fee. We would like this approved in substantial form. We will get it executed by the chair at the appropriate time and bring it back for ratification.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the special warranty deed for the amenity center site was approved in substantial form.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There being none, the next item followed.

B. Engineer**i. Consideration of Change Order No. 5**

Mr. Prado stated Change Order No. 5 is for the Dove Pond construction contract with Sandco and we would request approval in substantial form until we get confirmation from the CEI engineer that they have the final change order. This is a decrease of work that is not being done as a function of the Dove Pond contract.

Ms. Castille stated it says decrease in one place but increase in another.

Mr. Prado stated there is an increase in time.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor Change Order No. 5 to the Dove Pond Construction contract with Sandco for a net decrease in the amount of \$16,975.25 and an increase in contract time was approved in substantial form.

ii. Work Authorization

Mr. Prado stated this is a work authorization from GPI. The District's ERP permit for the construction of a stormwater pond 2, the large one off of Fleischmann and the other ponds that were discussed earlier, requires that we monitor those ponds and submit a report to the District on a quarterly basis. That is to essentially ensure the ponds are functioning as permitted and modeled in that permit. The developer currently has installed a gauge on one of the ponds and we need to install a gauge on two other ponds. With that in mind we are proposing to start monitoring effective October 1st and submitting those reports to the District every quarter so the first report will be due shortly after January 1st and then April 1st and so on for first year. The actual monitoring requirement is for three years. This is just for one year and we will come back and revisit that depending on how that goes for the first year. There may be an opportunity to discuss reducing those.

Mr. Patterson stated it is \$2,500 for the first one and \$1,500 for the following quarterly reports.

Mr. Russell stated that is just for the first year.

Mr. Patterson asked what do you do to monitor?

Mr. Prado stated there is a staff gauge in place. Along with that we also need to do visual inspections of the ponds as required but it is recording the stage of the pond, data on the rain that may have impacted that and reporting the results of how well that pond is recovering to the water management district. There is an assumption in the models of the recovery of ½" per day in those ponds and the obligation is that we monitor to confirm that you are recovering at least at that rate. If you are exceeding it, great, if you are below it then we need to identify why that may be and recommend remedial actions that may be necessary in order to obtain that ½".

Mr. Russell stated the water management district is responsible after the third year to make a determination to continue it or not.

Mr. Prado stated I believe the requirement is that if after three years you are recovering at that you can reduce the frequency to once a year for the monitoring. The city has a similar requirement.

Mr. Patterson asked afterwards is it monitored once a year into perpetuity?

Mr. Prado responded after five years you can request release of that from the water management district.

Mr. Asbury stated the work authorization would be for both the city and the water management district. Is that in there?

Mr. Prado stated no, but we can clarify that.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the Work Authorization with GPI for water monitoring was approved in substantial form.

iii. Consideration of a Proposal from Sandco for the Construction of Dove Pond Walking Trail

Mr. Prado stated next is a proposal from Sandco for the construction of Dove Pond Walking Trail. As part of the permit to Dove Pond as a stormwater pond the city required that a walking trail be put along its perimeter. This is a proposal from Sandco, and we would ask that it be approved in substantial form.

Ms. Kilinski stated we would draft an agreement that will incorporate the pricing. Also we don't believe the erosion controls will be necessary, but we will have to rely on the city for part of that, the \$13,935 may very well come out. Just authorize staff in conjunction with the chair to execute a final contract based on the final pricing that won't exceed \$90,153.

Mr. Patterson stated this is the pond with the dike that is adjacent to the greenway.

Mr. Asbury stated that is correct.

Mr. Russell asked what is the timeframe this will be completed?

Mr. Asbury stated I think they are ready to start it. Right now Crestline coming up to the gas line and we are starting to move the gas line so you would be able to walk all the way down the gas line eventually you will be able to walk around Dove Pond across the dam and into the woods. It won't tie in until Welaunee Boulevard is completed on the city side.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor staff was authorized in conjunction with the chairman to prepare and execute a final contract for the Dove Pond Walking Trail with Sandco based on final pricing that will not exceed \$90,153.

C. Manager

i. Approval of Check Register Summary

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the check run summary in the amount of \$6,745.53 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 Funding Request no. 11

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor funding request no. 11 in the amount of \$8,841.90 was approved.

iv. Consideration of Capital Funding Request no. 14

Mr. Mossing stated this is the third and final installment of the settlement agreement with RS&H.

Ms. Kilinski stated I don't think it is the third and final, we are withholding half.

Mr. Mossing stated none of it has actually been paid but this is the third installment that we are approving.

Mr. Asbury asked it will be paid when?

Mr. Mossing stated we received your check for \$42,000 yesterday and that one has been paid but this is just approving funding request to make payment.

Mr. Asbury stated for the eventual payment.

Mr. Russell asked when does it stop?

Mr. Asbury stated this would be it. The settlement was \$83,000 for them monitoring Dove Pond. They originally had a bill of \$400,000 for monitoring the construction of Dove Pond at which point I objected because they continued to monitor when they didn't need to be monitoring. I objected and we negotiated from \$400,000 to \$83,000. We agreed to pay half then a quarter and a quarter.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor Capital Funding Request No. 14 in the amount of \$21,250.00 was approved.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests

A resident asked who does the maintenance of the pond areas, the HOA or CDD?

Mr. Asbury stated the CDD.

A resident stated I know we are in serious need of maintenance.

Mr. Asbury stated they have been doing it, but we have now asked for a contract to maintain all the common areas. I asked for that a month ago and I haven't seen it and I have been out for two weeks, but I will check on that today. I asked for a contract so that they know, and we know exactly what they are supposed to do. We are trying to get the city to maintain along Welaunee Boulevard, which they should because it is their road.

On MOTION by Mr. Russell seconded by Mr. Patterson with all in favor the meeting adjourned at 11:55 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

PREPARED BY AND RETURN TO:
Jennifer L. Kilinski, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

CONSTRUCTION, ACCESS, AND MAINTENANCE
EASEMENT AGREEMENT

THIS CONSTRUCTION ACCESS, AND MAINTENANCE EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019, by and between **the City of Tallahassee**, a Florida municipal corporation created and existing under and by virtue of the laws of the State of Florida, situated in Leon County, Florida, whose address is 300 South Adams Street, Tallahassee, Florida 32301 (“**Grantor**” or the “**City**”) in favor of **Canopy Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, Inc., 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 (“**District**” or “**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the City of Tallahassee, Leon County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area the installation and construction of the Dove Pond Trail, as required by the Special Conditions for Permit No. TEM180090, and as detailed in those certain *Plans for Grading and Drainage for Dove Pond Regional Stormwater Management Facility at Canopy PUD*, dated April 5, 2019 (collectively, the “**Improvements**”); and

WHEREAS, the Parties recognize that Grantee requires access to the Easement Area for the purposes of installing and constructing the Improvements, and will continue to require access to the Easement Area for the purposes of performing on-going repairs and maintenance of the Improvements; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive construction, access and maintenance easement on, upon, over, under, across, and through the Easement Area for the purpose of constructing and maintaining the Improvements.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Easement.** Grantor hereby covenants with Grantee and warrants that it owns the Easement Area and has good, right and lawful authority to grant the Easement. Grantor does hereby grant, bargain, sell and convey to Grantee and its contractors, subcontractors, agents, appointees, and assigns a perpetual, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction, installation, repair, replacement and maintenance of the Improvements (collectively, the “**Easement**”). This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

3. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement.

4. **Obligations of Grantor and Grantee.**

(a) The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

(b) The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(c) Grantee agrees that should any Improvements be constructed on property proposed to be exchanged with the State of Florida as part of the proposed Thornton Road Extension, the Grantee will, at the request of the Grantor, remove and relocate the Improvements at Grantee's sole expense.

5. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents,

employees, consultants, representatives, contractors and providers of emergency services and other services. Neither this Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed (in whole or in part) by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

6. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Leon County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

7. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of either Party's sovereign immunity or limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing of such notice with the United States Postal Service, postage prepaid; (ii) one (1) day after depositing of such notice with a nationally recognized overnight courier service; or (iii) on the day of hand delivery of such notice (provided such delivery occurs prior to 5:00 p.m., EST, to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

11. **Entire Agreement; Severability.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected

thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Leon County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

13. **Interpretation.** The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

GRANTOR:

Signed and sealed in the presence of:

CITY OF TALLAHASSEE, FLORIDA

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the **CITY OF TALLAHASSEE, FLORIDA**. (S)he is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

DEVELOPMENT DISTRICT,

established

Signed, sealed and delivered
in the presence of:

Print Name:_____

Print Name:_____

GRANTEE:

CANOPY

COMMUNITY

a local unit of special-purpose government

pursuant to Chapter 190, *Florida Statutes*

By:_____

Name:_____

Title:_____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Tom Asbury, as Chairman of **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a unit of local special purpose government. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.:_____

My Commission Expires:_____

Exhibit A

[INSERT LEGAL DESCRIPTION]

SECTION V

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered this ____ day of September, 2019, by and between:

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

Sandco, LLC, a Florida limited liability company with an address of 4708 Capital Circle NW, Tallahassee, Florida 32301 ("Contractor," and together with the District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain stormwater management facilities known as the Dove Pond Regional Stormwater Facility, as more specifically identified in **Exhibit A** attached hereto ("Dove Pond"); and

WHEREAS, in accordance with the Special Conditions for Permit No. TEM180090, relating to Dove Pond, the District desires to construct a series of recreational walking trails located near the perimeter of Dove Pond, as more specifically described at **Exhibit A** ("Project"); and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to perform certain construction services with respect to the Project as more particularly described herein; and

WHEREAS, Contractor represents that it is licensed and qualified to provide the materials and perform the construction services as provided for herein and has agreed to provide the District with those materials and services; and

WHEREAS, based upon preliminary cost estimates, the District reasonably believes that the cost of the Project will not exceed the bid thresholds set forth in Section 255.20, *Florida Statutes*, and other law; and

WHEREAS, the District desires to retain the Contractor to provide the materials and perform the construction services as more particularly described herein.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES AND COMPENSATION.

- A.** District agrees to use Contractor to provide the materials and services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary to perform the work as delineated in the proposal attached as **Exhibit B**, which is incorporated herein by this reference ("Work"); however to the extent Exhibit B and this Agreement conflict, this Agreement shall control. The scope of the Work shall also include coordinating with the District, through Darrin Mossing, District Manager, and Abraham Prado, District Engineer, who shall act as the District's representatives ("District Representatives").
- B.** In exchange for completing the Work, the District agrees to pay the Contractor a not to exceed amount of Ninety Thousand One Hundred Fifty-Three Dollars (\$90,153.00) as set forth in **Exhibit A**. This compensation includes all parts, materials, and labor necessary to complete the Work as described herein in compliance with all plans, permits and other regulatory conditions.
- C.** The District shall make progress payments to the Contractor in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. In accordance with Section 218.735(8), Florida Statutes, ten percent (10%) shall be retained from each payment made to Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment. The final payment retention shall be released upon final completion of the Work and acceptance by the District.
- D.** The provisions of this Agreement shall be construed as consistent with all applicable laws, rules, and regulations for compensation and payment by a local government entity. In the event that any payment and/or compensation provision of this Agreement is construed as in violation of any applicable law, rule, or regulation, including but not limited to the Local Government Prompt Payment Act, as set forth in Section 218.70 et seq. of the *Florida Statutes*, such provision shall be reformed to reflect the mutual intent of the Parties, which shall be interpreted as the District providing compensation to the Contractor in accordance with all applicable laws, rules, and regulations.
- E.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers, or laborers be paid and

require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- F. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District, with the exception of those requirements specifically provided for herein.
 - a. All Work shall conform to the requirements and specifications of all applicable permits, plans, and specifications, including but not limited to Permit No. TEM180090, and the plans titled "Plans for Grading and Drainage for Dove Pond Regional Stormwater Management Facility at Canopy PUD," prepared by Moore Bass Consulting and dated April 5, 2019, incorporated herein by reference.
 - b. The Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best practices and this Agreement.
 - c. As part of the Work, Contractor shall supply dumpsters as needed for debris, trash, and excess material. Contractor shall remove any debris, trash, and excess material at the end of each day during which the Contractor has provided any of the Work.
- G. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such additional work or services. If the District should desire additional work or services not provided for in this Agreement, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- H. Contractor and its employees, agents, and subcontractors shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- I. This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for purposes described in this Agreement, and Contractor

hereby agrees to comply with all applicable laws, rules, and regulations. The District represents that it has obtained or will obtain an easement from the City of Tallahassee granting any necessary access to property owned by the City of Tallahassee.

SECTION 3. TERM. The term of this Agreement will be from the time of execution of this Agreement by the Parties until either (1) the Work is completed, or (2) such time as this Agreement is terminated pursuant to its terms.

SECTION 4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days' written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Work rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor.

SECTION 5. WARRANTY AND COVENANT.

- A. Contractor hereby covenants to the District that it shall perform the services necessary to complete the Work: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the Project; (ii) in compliance with all reasonably known applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Furthermore, the Contractor covenants and represents to the District that the Contractor has obtained, and shall maintain throughout the Contractor's performance of the Work, all licenses required by law to perform the Work, and that all such licenses are, and shall continue to be throughout the Contractor's performance of the Work, valid and in good standing.
- B. To the extent that the Contractor provides any materials or workmanship under this Agreement to the District, the Contractor warrants to the District that the materials that are furnished under this Agreement shall be new, and that the workmanship and materials shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor's expense after receipt of a written notice from the District. To the extent that manufacturers' warranties are available, such manufacturers' warranties shall

extend for the duration of their respective terms, and the Contractor hereby assigns all manufacturers' warranties, if any, to the District, and shall provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after installation of the Work and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, the Work, including without limitation services and materials provided by the Contractor pursuant to this Agreement, shall be warranted for workmanship for a period of one year after final completion and acceptance by the District.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury and death with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) aggregate covering all work performed under this Agreement, and covering at least the following hazards:
 - a) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor's operation, if any.
3. Employer's Liability Coverage with limits of at least One Million Dollars and No Cents (\$1,000,000.00) per accident or disease.
4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. All insurance policies secured by Contractor pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law, with the exception of the Worker's Compensation Insurance policy.

C. All insurance policies secured by Contractor pursuant to the terms of this Agreement shall be obtained from insurance companies that are duly licensed or authorized, in Florida, to issue insurance policies for the required limits and coverages. All

insurance coverage under this Agreement shall be provided by a solvent, reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Said insurance shall be primary, and not contributory, as to any insurance coverage maintained by the District.

- D. The District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors, as well as the City of Tallahassee, shall be named as additional insured parties on each insurance policy under this Agreement, except with respect to any Worker's Compensation Insurance policy, for which only proof of insurance shall be provided. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District.
- E. Contractor shall deliver certificates of insurance establishing compliance with the requirements of this Section and that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.
- G. If the Contractor fails to have secured and maintained the required insurance, the District has the right, but not the obligation, to secure such required insurance, in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. In consideration for the Work provided for hereunder and the compensation paid, Contractor and Contractor's employees, agents, and subcontractors shall defend, hold harmless, and indemnify the District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors (together, the "Indemnitees") against

any claims, damages, liabilities, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Agreement. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Agreement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, or defense obligation shall not exceed Two Million Dollars and No Cents (\$2,000,000.00), the amount of which bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents, if any. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors and suppliers include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS.

- A. In performing its obligations under this Agreement, the Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor shall comply with all known applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Among other laws, the Contractor covenants that the work to be done shall be compliant with the Americans with Disabilities Act of 1990, as amended from time to time.
- B. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- C. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. The Contractor shall ensure that all of the Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor observe the Contractor's rules and regulations of safety and conduct. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss

to all of its employees, agents, and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. AGREEMENT. This instrument, together with **Exhibit A** and **Exhibit B**, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and an accompanying exhibit, this instrument shall control.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

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

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314
Attn: District Counsel

B. If to the Contractor: Sandco, LLC
4708 Capital Circle NW
Tallahassee, Florida 32303
Attn: Robert Myrick

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

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including

reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Leon County, Florida.

SECTION 19. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Service – Central Florida, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 21. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 22. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

SECTION 23. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.


SECTION 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

[Signatures on following page]

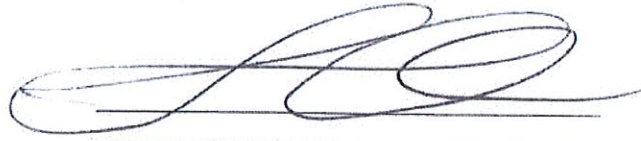
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

ATTEST:

CANOPY COMMUNITY
DEVELOPMENT DISTRICT



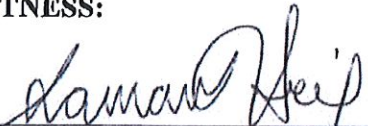
Darrin Mossing Jr.
Secretary / Assistant Secretary



Chairman / Vice-Chairman, Board of
Supervisors

WITNESS:

SANDCO, LLC


By: Samantha Hoxie



By: Jason Ghazvini
Its: Secretary / Managing Member

Exhibit A – Dove Pond Trails Map
Exhibit B – Work Proposal

Exhibit A

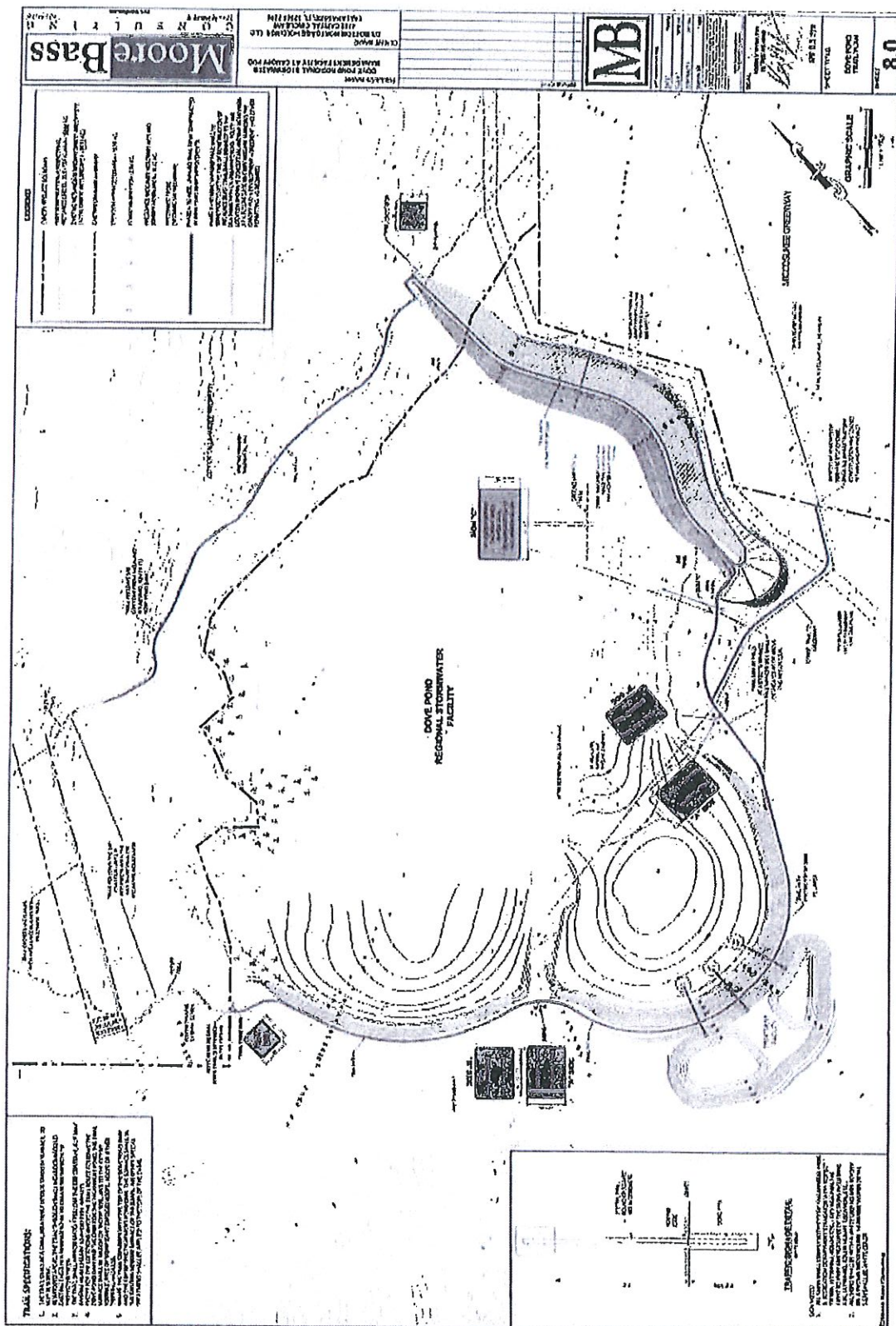


Exhibit B
Work Proposal



SANDCO, LLC

4708 Capital Circle N.W. Tallahassee FL 32303

July 17, 2019

Mr. Tom Asbury
Canopy Community Development District
Governmental Management Services - Central Florida, LLO
136 W. Central Blvd., Suite 320
Orlando, Florida 32801

Re: Canopy Units 4 & 5
Dove Pond Walking Trail

Dear Tom,

Sandco, LLC offers the following proposal for subject project:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Mobilize Equipment	LS	1	1,000.00	1,000.00
Erosion Control	LF	2787	5.00	13,935.00
Clear and Grub	Acre	1.6	9,000.00	14,400.00
Grade and Compact	SY	7840	2.50	19,600.00
Chain Link Fence	LS	1	35,218.00	35,218.00
Signs	LS	1	2,500.00	2,500.00
Asbuille	LS	1	3,500.00	3,500.00
TOTAL PROPOSAL				\$90,153.00

Note: If the owner feels that the erosion controls are unnecessary, delete \$13,935.

If you have any questions, do not hesitate to call me. Dov

Sincerely,

Robert Myrick
Senior Project Estimator
Cell: (850)251-8148
Email: bmyrick@sandcofl.com

Telephone: (850) 402-1111 Fax: (850) 402-7674

SECTION VI



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

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

October 17, 2019

Canopy Community Development District
c/o Governmental Management Services
135 W. Central Blvd.
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Canopy Community Development District for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Canopy Community Development District as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Canopy Community Development District's 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. As part of our engagement, we will apply certain limited procedures to Canopy Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Canopy Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Canopy

Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Canopy Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Canopy Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that

comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Canopy Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Canopy Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2019. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable

skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from

public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**Governmental Management Services
135 W. Central Blvd.
Orlando, Florida 32801
TELEPHONE: (407)841-5524**

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 1, 2019 and to issue our reports no later than June 30, 2020. Katie Sidrony is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will \$5,150. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. CRI or the District may terminate this agreement with or without cause by providing thirty (30) days written notice to the

other party. The District will be obligated to pay all invoices for services rendered prior to the date of the notice for termination.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Limitation of Liability

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of CRI (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which you may suffer through any breach by CRI of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including forum non conveniens.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to Canopy Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Canopy Community Development District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

SECTION VII

This instrument prepared by:
Daniel E. Manausa, Esquire
Manausa Law Firm, P.A.
1701 Hermitage Blvd., Suite 100
Tallahassee, Florida 32308

CANOPY FACILITIES COST SHARING AGREEMENT

This Canopy Facilities Cost Sharing Agreement (this “**Agreement**”) is entered into this _____ day of November, 2019, by and between the Canopy Community Development District, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes (the “**District**”), and the Canopy Commercial Property Owners Association, Inc., a Florida not-for-profit corporation (the “**Association**”) (collectively, the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the District engages in various operation and maintenance activities, including but not limited to those specifically defined herein (“**District Operation and Maintenance Activities**”) that provide a special benefit to properties located within the District and the Canopy Planned Unit Development (the “**Development**”), including, but not limited to, operation and maintenance of certain water management facilities, environmental areas, park facilities, landscaped areas, walking trails, and other related facilities presently located in the Development along with those to be located in the Development in the future but which does not include the District’s anticipated amenity facility (fitness center/pool and associated building) (the “**District Facilities**”);

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Canopy Commercial Property Owners Association, Inc. was recorded on August 18, 2017 (OR BK 5100 PG 412) (the “**Declaration**”), and requires the Parties to enter into this Agreement, subject to the terms of the Declaration;

WHEREAS, the purpose of this Agreement is to address the District’s obligations to provide the Association with the District Operation and Maintenance Activities in consideration for the Association’s payment of the Association Allocated Cost (defined below);

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.
2. **District Operation and Maintenance Activities of District Facilities**. The District shall provide the Association with the following District Operation and Maintenance Activities:

a) **Stormwater Management Facilities:** The District shall operate and maintain all of the stormwater management facilities owned by the District consistent with applicable governmental permits. The District shall provide and maintain landscaping and supporting irrigation (as needed to properly support the landscaping), in, at, and around all of these facilities consistent with standards required for a first-class development commiserate with the present condition of the Southwood development in Leon County, Florida (“first-class development”)The District shall likewise maintain landscaping around the stormwater management facilities owned by or dedicated to the City of Tallahassee consistent with standards required for a first-class development.

b) **Canopy Landscaping:** The District shall provide and maintain landscaping and supporting irrigation (as needed to properly support the landscaping) within the District Facilities, including road medians and areas adjacent to the roads, parks, open space areas, the areas adjacent to paved and unpaved bike and pedestrian trails, paths and sidewalks, stormwater facilities, infrastructure sites, and other areas owned and/or controlled by the District (collectively, “**District Landscape Obligations**”). The District Landscape Obligations shall be performed consistent with standards required for a first-class development, including the periodic pruning and irrigation of certain trees and shrubbery, and regular mowing of all grassy areas. Notwithstanding the above; however, the parties recognize that certain components of the District Facilities such as the environmental areas, parks, and areas near certain walking trails will be kept in a natural or native condition such that those areas will not be kept in a manicured condition.

c) **District Infrastructure and Amenities:** The District shall operate and maintain all of the District’s infrastructure and amenities (e.g., parks; paved and unpaved bike and pedestrian trails, paths and sidewalks; open space areas; environmental areas, etc.) consistent with standards required for a first-class development subject to the District’s requirement or election to have certain areas retain a natural and/or native appearance.

d) **Canopy Signage and Lighting:** The District shall operate, maintain, alter, reconfigure, and replace Development signage, Development directional markers (including the entrance and exit), and Development lighting consistent with standards required for a first-class development.

e) **District Facilities – General Maintenance:** The District shall remove all papers, debris, and refuse from the District Facilities, and wash and sweep paved areas consistent with standards required for a first-class development. Trash receptacles shall be provided within District Facilities as needed and shall be maintained in good condition.

The District shall be solely responsible for the operation, maintenance, landscaping, repair and replacement of the District Facilities, including without limitation, the payment of any insurance costs for insurance procured by the District, real property taxes (if any), and other expenses incurred by the District with respect to the District Facilities. The District Facilities will be maintained by the District in compliance with all applicable governmental laws, ordinances and regulations and consistent with the maintenance of a first-class development and the scheme of the Development at large.

3. **Access to District Facilities.** The District covenants and agrees to allow the Association, its members, their guests and invitees, to access and utilize District Facilities which are not already available to the public at large in exchange for payment of the Association Allocated Cost as provided herein. The District grants to the Association, its members, their guests and invitees, a perpetual, non-exclusive easement for access, use and enjoyment of the District Facilities. Such easement includes the right of ingress and egress over the District Facilities as reasonably necessary for the use and enjoyment of the District Facilities by the Association, its members, their guests and invitees. The easement and rights granted via this provision are limited in scope such that the use or exercise of the easement and rights must be ancillary to and consistent with each member's utilization of each member's parcel. A member may exceed this scope upon prior written authorization to use District Facilities (e.g., park) for a special event, and the District may require the member to pay, as a condition to approval, a reasonable fee to offset costs to the District associated with the proposed event. The easement and rights granted herein are subject to the Association, its members, their guests, and invitees full compliance with all of the District's rules and policies.

4. **Payments.** The Association hereby covenants and agrees to pay the District for the District Operation and Maintenance Activities of the District Facilities in the pro rata amount provided in accordance with, and subject to, Article IV, Section 1(b) of the Declaration (the "**Association Allocated Cost**"). The Association shall pay the Association Allocated Cost within thirty (30) days of receipt of an invoice from the District setting forth the amount of the Association Allocated Cost, including any back up or supporting documentation the District has or can reasonably obtain, if requested by the Association. The Association Allocated Cost may only be increased in accordance with, and subject to, Article IV, Section 1(b) of the Declaration.

5. **Enforcement and Self Help Rights.** The Parties shall have the right to enforce the terms of this Agreement by any proceeding at law or equity. Failure by any party to enforce the terms of this Agreement shall not be deemed a waiver of that right, or any other right, to enforce the terms of this Agreement in the future. If the District fails to perform the District Operation and Maintenance Activities as required by this Agreement, then the Association shall have the right to perform the applicable maintenance or repair obligation on behalf of the District; provided however, the District shall have the right to cure any failure to perform under this Agreement within fifteen (15) days following receipt by the Association of written notice specifying with particularity the District's failure to comply with this Agreement. In the event the District elects not to cure, the District shall promptly reimburse the Association all costs and expenses incurred in performing such maintenance or repair on behalf of the District within fifteen (15) days after receipt by the District of an invoice for same.

6. **Construction of Language.** The term Agreement shall include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

7. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the Parties hereto.

8. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

9. **Entire Agreement.** This Agreement and any other documents referenced herein constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly approved and executed by each of the Parties hereto.

10. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11. **Term, Renewal, and Termination.** This Agreement shall be in effect for thirty (30) years from Effective Date (defined below), after which time it shall be automatically extended for successive periods of ten (10) years each, unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, the Parties mutually agree to terminate this Agreement in writing (the “**Termination Date**”). Upon such Termination Date: (a) the Association shall discontinue payment of the Association Allocated Cost; (b) to the extent District Facilities are not available to the public at large all access to and use of the District Facilities by the Association, its members and their guests and invitees, shall terminate; and (c) the District shall no longer have the obligation to provide the Association with the District Operation and Maintenance Activities. This provision shall survive the termination of this Agreement.

12. **Notice.** All notices contemplated hereunder shall be in writing and shall be considered as properly given or made if sent by U.S. certified mail, postage prepaid and return receipt requested or overnight delivery service (e.g. FedEx) as follows:

To the District:

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

With a copy to:
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314
Attn: District Counsel

To the Association:

Canopy Commercial Property Owners Association, Inc.
4708 Capital Circle NW

Tallahassee, FL 32303
With a copy to:
Daniel E. Manausa
Manausa Law Firm, P.A.
1701 Hermitage Blvd, suite 100
Tallahassee, FL 32308

13. **Governing Law.** This agreement shall be governed by Florida law and venue shall be in Leon County, Florida.

14. **Attorney's Fees.** In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

15. **Authorization.** Each party represents and acknowledges that it is expressly authorized and is fully competent to execute this Agreement and that it has carefully read and completely understands the terms and effects of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original but together shall constitute one instrument.

17. **Effective Date.** This Agreement shall be effective upon execution by the Parties and recordation in the Public Records of Leon County, Florida ("**Effective Date**").

[Signatures on the Following Page]

IN WITNESS WHEREOF, the District has caused this Agreement to be executed below as of the date first above written, by its duly authorized representative.

WITNESSES:

“DISTRICT”

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, a Florida limited liability company

Print Name:_____

By: _____

Print Name: _____

Title:_____

Print Name:_____

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Canopy Community Development District, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, on behalf of the District. He/She [is personally known to me] [has produced _____ as identification].

Notary Public

Print Name:_____

My Commission Expires:_____

(NOTARIAL SEAL)

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed below as of the date first above written, by its duly authorized representative.

WITNESSES:

“ASSOCIATION”

CANOPY COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name:_____

By: _____
Print Name: _____
Title: President

Print Name:_____

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as President of Canopy Commercial Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. He/She [is personally known to me] [has produced _____ as identification].

Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT “A”

DISTRICT FACILITIES

[COMMENT: Please provide depiction with descriptions and/or detailed list.]

SECTION VIII

SECTION B

i.

**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):

- (A) Requisition Number: 1
- (B) Name of Payee: Conn & Associates, Inc.
- (C) Amount Payable: \$37,200.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 12066 & 12125 - Canopy Clubhouse Architectural Services through July 21, 2019
- (E) Fund or Account from which disbursement to be made: Series 2018A-3 Restricted Construction and Acquisition Account 250083006

The undersigned hereby certifies that:

- 1. ☒ obligations in the stated amount set forth above have been incurred by the Issuer,

or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2018A-3 Project;
- 4. 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.

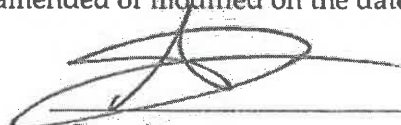
**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

By: 

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 Engineer

10/28/19



Invoice

Date	Invoice #
6/3/2019	12066

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

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

Terms	Project
Net 30	18-210A Canopy Clubhouse

Name on Card: _____
Account #: _____
Security Code: _____
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
0	Allowance for Pool Vendor (Invoice Direct)	25,000.00	0.00

Payments / Credits

\$0.00

Balance Due

\$30,225.00



Invoice

Date	Invoice #
8/6/2019	12125

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

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

Name on Card: _____

Account #: _____

Security Code: _____

Expiration Date: _____

Signature: _____



Terms	Project
Net 30	18-210A Canopy Clubhouse

Quantity	Description	Rate	Amount
	Architectural Services from May 27, 2019 through July 21, 2019		
	Canopy Clubhouse - Welaunee Plantation Tallahassee, Florida		
	1) Correspondence & Meeting with Client		
	2) Coordination & Meeting with Engineers		
	3) Construction Documents		
	4) 80% Check Set		
	5) Pavilion Revision		
0.15	80% Architectural Services Completed (65% Previously Invoiced)	46,500.00	6,975.00
0	Allowance for Pool Vendor (Invoice Direct)	25,000.00	0.00

Payments / Credits

\$0.00

Balance Due

\$6,975.00

SECTION C

i.

Canopy

Community Development District

Summary of Operating Checks

August 30, 2019 to October 31, 2019

Bank	Date	Check No.'s	Amount
General Fund	8/30/19	107	\$ 2,440.00
	9/11/19	108	\$ 3,625.03
	9/13/19	109	\$ 5,125.00
	9/18/19	110	\$ 2,500.00
	9/21/19	111	\$ 2,500.00
	10/10/19	112	\$ 4,264.47
	10/23/19	113	\$ 65.50
	10/28/19	114	\$ 2,880.00
	10/30/19	115	\$ 175.00
			<hr/>
			\$ 23,575.00
			<hr/>
			\$ 23,575.00

Summary of Requisitions

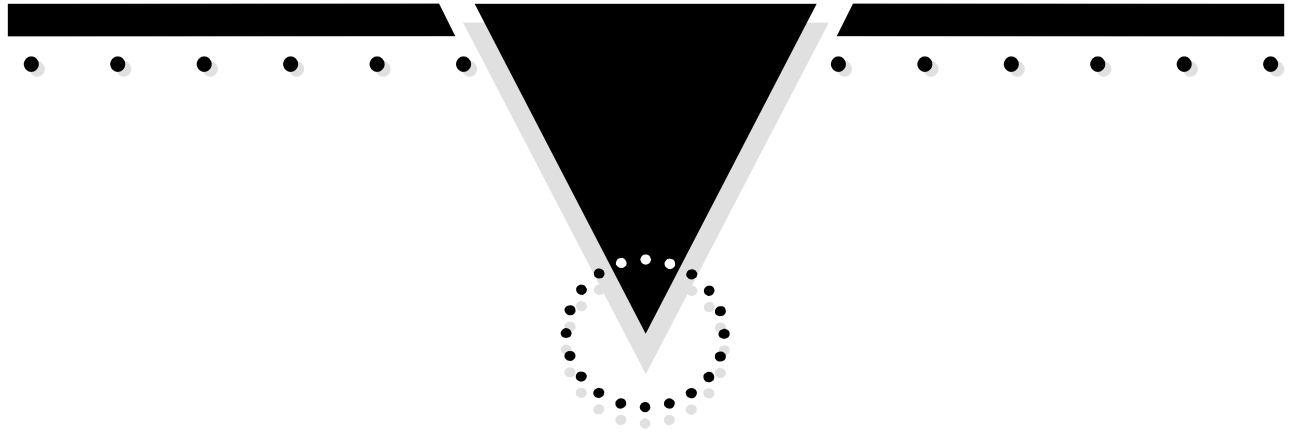
Date	Requisition #	Payee	Description	Amount
4/5/19	Series 2018A1/2 - Requisition 1	Sandco, LLC	Pay Application # 1 - Canopy Unit 3 Phase 1 & 2	\$ 360,078.30
6/14/19	Series 2018A1/2 - Requisition 2	Ox Bottom Mortgage Holdings, LLC	Reimbursement for construction costs paid by Developer	\$ 995,631.07
11/8/18	Series 2018A3 - Requisition 1	Ox Bottom Mortgage Holdings, LLC	Reimbursement for construction costs paid by Developer	\$ 1,019,257.82
10/30/19	Series 2018A3R - Requisition 1	Conn & Associates, Inc.	Clubhouse Architectural Services	\$ 37,200.00
11/8/18	Series 2018A4 - Requisition 1	Ox Bottom Mortgage Holdings LLC	Reimbursement for construction costs paid by Developer	<hr/>
				\$ 893,101.00
				<hr/>
				\$ 3,305,268.19
				<hr/>
				\$ 3,305,268.19

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/30/19	00005	8/16/19 109227	201907 310-51300-31500	ERU/DOVE POND/AMENITY/REV	*	2,440.00	
				HOPPING GREEN & SAMS			2,440.00 000107
9/11/19	00001	9/01/19 29	201909 310-51300-34000	MANAGEMENT FEE SEP19	*	2,916.67	
		9/01/19 29	201909 310-51300-35100	INFO TECH SEP19	*	83.33	
		9/01/19 29	201909 310-51300-31300	DISSEMINATION SEP19	*	500.00	
		9/01/19 29	201909 310-51300-51000	OFFICE SUPPLIES	*	.54	
		9/01/19 29	201909 310-51300-42000	POSTAGE	*	93.29	
		9/01/19 29	201909 310-51300-42500	COPIES	*	31.20	
				GOVERNMENTAL MANAGEMENT SERVICES			3,625.03 000108
9/13/19	00002	9/03/19 9335	201909 300-15500-10000	FY20 GEN.LIAB/PUBLIC OFFC	*	5,125.00	
				EGIS INSURANCE ADVISORS LLC			5,125.00 000109
9/18/19	00014	7/16/19 5073	201907 320-53800-46700	DOVE POND MONITOR AGRMNT	*	2,500.00	
				FLORIDA ENVIRONMENTAL & LAND SERV			2,500.00 000110
9/21/19	00001	9/15/19 30	201909 300-15500-10000	ASSESSMENT ROLL-FY20	*	2,500.00	
				GOVERNMENTAL MANAGEMENT SERVICES			2,500.00 000111
10/10/19	00001	10/01/19 31	201910 310-51300-34000	MANAGEMENT FEES OCT19	*	2,916.67	
		10/01/19 31	201910 310-51300-35100	TECHNOLOGY FEES OCT19	*	208.33	
		10/01/19 31	201910 310-51300-31300	DISSEMINATION SRVC OCT19	*	666.67	
		10/01/19 31	201910 310-51300-51000	OFFICE SUPPLIES	*	21.35	
		10/01/19 31	201910 310-51300-42000	POSTAGE	*	26.37	
		10/01/19 31	201910 310-51300-42500	COPIES	*	407.25	
		10/01/19 31	201910 310-51300-41000	TELEPHONE	*	17.83	
				GOVERNMENTAL MANAGEMENT SERVICES			4,264.47 000112
				CANO CANOPY CDD KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/23/19	00006	9/30/53 81753	201909 310-51300-49000		*	65.50	
		DB OVEN MTG CNCL-10/1/19					
				CITY OF TALLAHASSEE			65.50 000113
10/28/19	00014	9/26/19 5148	201909 320-53800-46700		*	2,880.00	
		DOVE POND MITIGATION					
				FLORIDA ENVIRONMENTAL & LAND SERV			2,880.00 000114
10/30/19	00004	10/01/19 74700	201910 310-51300-54000		*	175.00	
		SPECIAL DISTRICT FEE FY20					
				DEPT OF ECONOMIC OPPORTUNITY			175.00 000115
TOTAL FOR BANK A						23,575.00	
TOTAL FOR REGISTER						23,575.00	

CANO CANOPY CDD KCOSTA

ii.



**Canopy
Community Development District**

Unaudited Financial Reporting

September 30, 2019



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11	<u>Series 2018 A1/2 Construction Schedule</u>
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Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2019

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<u>ASSETS:</u>				
CASH	\$53,957	\$0	\$3,246	\$57,203
ASSESSMENT RECEIVABLES	\$0	\$315,445	\$0	\$315,445
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
REVENUE A1	\$0	\$1,377	\$0	\$1,377
REVENUE A2	\$0	\$7	\$0	\$7
PREPAYMENT A2	\$0	\$405,998	\$0	\$405,998
CONSTRUCTION	\$0	\$0	\$6,095,136	\$6,095,136
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
REVENUE A3	\$0	\$1,738	\$0	\$1,738
CONSTRUCTION	\$0	\$0	\$9,369	\$9,369
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,525,884	\$1,525,884
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$43,010	\$0	\$43,010
CONSTRUCTION	\$0	\$0	\$3,234	\$3,234
COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
PREPAID EXPENSES	\$7,625	\$0	\$0	\$7,625
TOTAL ASSETS	<u>\$61,582</u>	<u>\$987,123</u>	<u>\$7,636,869</u>	<u>\$8,685,574</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$11,331	\$0	\$46,646	\$57,977
CONTRACTS PAYABLE	\$0	\$0	\$37,200	\$37,200
RETAINAGE PAYABLE	\$0	\$0	\$175,553	\$175,553
DUE TO DEVELOPER	\$0	\$0	\$1,830,141	\$1,830,141
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$50,251	\$0	\$0	\$50,251
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$721,166	\$0	\$721,166
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$190,233	\$0	\$190,233
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$75,724	\$0	\$75,724
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$6,095,136	\$6,095,136
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,498,053	\$1,498,053
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$3,234	\$3,234
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,049,094)	(\$2,049,094)
TOTAL LIABILITIES & FUND EQUITY	<u>\$61,582</u>	<u>\$987,123</u>	<u>\$7,636,869</u>	<u>\$8,685,574</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending September 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET 9/30/19	ACTUAL 9/30/19	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$29,760	\$29,760	\$29,888	\$128
ASSESSMENTS - DIRECT	\$105,692	\$105,692	\$105,692	\$0
DEVELOPER CONTRIBUTIONS	\$185,273	\$185,273	\$14,492	(\$170,781)
INTEREST	\$500	\$500	\$0	(\$500)
MISCELLANEOUS INCOME	\$2,500	\$2,500	\$0	(\$2,500)
TOTAL REVENUES	\$323,725	\$323,725	\$150,071	(\$173,654)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE</u>				
ENGINEERING	\$12,000	\$12,000	\$0	\$12,000
ARBITRAGE	\$2,400	\$2,400	\$0	\$2,400
DISSEMINATION	\$8,000	\$8,000	\$5,500	\$2,500
ATTORNEY	\$25,000	\$25,000	\$38,755	(\$13,755)
ANNUAL AUDIT	\$5,000	\$5,000	\$4,000	\$1,000
TRUSTEE FEES	\$10,000	\$10,000	\$0	\$10,000
ASSESSMENT ADMINISTRATION	\$0	\$0	\$2,500	(\$2,500)
MANAGEMENT FEES	\$35,000	\$35,000	\$35,000	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$2,500	\$2,166	\$334
TRAVEL	\$250	\$250	\$0	\$250
TELEPHONE	\$250	\$250	\$39	\$211
POSTAGE	\$1,500	\$1,500	\$410	\$1,090
PRINTING & BINDING	\$1,500	\$1,500	\$1,039	\$461
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$5,000	\$726	\$4,274
OTHER CURRENT CHARGES	\$1,000	\$1,000	\$1,811	(\$811)
OFFICE SUPPLIES	\$1,000	\$1,000	\$177	\$823
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$116,575	\$97,297	\$19,278

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending September 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET 9/30/19	ACTUAL 9/30/19	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$62,500	\$0	\$62,500
LANDSCAPE CONTINGENCY	\$12,500	\$12,500	\$0	\$12,500
PLANT REPLACEMENTS	\$7,500	\$7,500	\$0	\$7,500
IRRIGATION - REPAIRS	\$5,000	\$5,000	\$0	\$5,000
IRRIGATION - WATER	\$10,000	\$10,000	\$0	\$10,000
IRRIGATION - ELECTRIC	\$2,500	\$2,500	\$0	\$2,500
WETLAND MAINTENANCE	\$3,750	\$3,750	\$5,380	(\$1,630)
WETLAND MITIGATION REPORTING	\$1,250	\$1,250	\$0	\$1,250
LAKE MAINTENANCE	\$7,500	\$7,500	\$0	\$7,500
REPAIRS & MAINTENANCE	\$12,500	\$12,500	\$0	\$12,500
OPERATING SUPPLIES	\$1,250	\$1,250	\$0	\$1,250
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$18,750	\$0	\$18,750
POOL ATTENDANTS	\$3,750	\$3,750	\$0	\$3,750
JANITORIAL	\$3,750	\$3,750	\$0	\$3,750
POOL MAINTENANCE	\$3,750	\$3,750	\$0	\$3,750
POOL CHEMICALS	\$1,875	\$1,875	\$0	\$1,875
POOL PERMITS	\$188	\$188	\$0	\$188
POOL - ELECTRIC	\$3,750	\$3,750	\$0	\$3,750
POOL - WATER	\$250	\$250	\$0	\$250
TELEPHONE	\$625	\$625	\$0	\$625
WATER/SEWER	\$1,250	\$1,250	\$0	\$1,250
GAS	\$125	\$125	\$0	\$125
TRASH	\$600	\$600	\$0	\$600
PEST CONTROL	\$300	\$300	\$0	\$300
TERMITE BOND	\$188	\$188	\$0	\$188
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$1,875	\$0	\$1,875
ACCESS CARDS	\$625	\$625	\$0	\$625
ACTIVITIES	\$3,750	\$3,750	\$0	\$3,750
SECURITY/ALARMS/REPAIR	\$8,750	\$8,750	\$0	\$8,750
REPAIRS & MAINTENANCE	\$8,750	\$8,750	\$0	\$8,750
OFFICE SUPPLIES	\$500	\$500	\$0	\$500
HOLIDAY DECORATIONS	\$1,250	\$1,250	\$0	\$1,250
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$1,250	\$0	\$1,250
CAPITAL RESERVE	\$8,750	\$8,750	\$0	\$8,750
TOTAL MAINTENANCE EXPENDITURES	\$207,151	\$207,151	\$5,380	\$201,771
TOTAL EXPENDITURES	\$323,726	\$323,726	\$102,677	\$221,049
EXCESS REVENUES (EXPENDITURES)	(\$1)		\$47,394	
FUND BALANCE - Beginning	\$0		\$2,857	
FUND BALANCE - Ending	\$0		\$50,251	

Canopy

COMMUNITY DEVELOPMENT DISTRICT

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

Statement of Revenues & Expenditures

For The Period Ending September 30, 2019

ADOPTED BUDGET	PRORATED BUDGET 9/30/19	ACTUAL 9/30/19	Variance
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REVENUES

ASSESSMENTS - DIRECT	\$522,530	\$522,530	\$464,551	-\$57,979
PREPAYMENTS	\$0	\$0	\$817,503	\$817,503
BOND PROCEEDS	\$0	\$0	\$82,146	\$82,146
INTEREST	\$500	\$500	\$5,107	\$4,607

TOTAL REVENUES	\$523,030	\$523,030	\$1,369,307	\$846,277
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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)
INTEREST A2 - 8/1	\$0	\$0	\$4,689	(\$4,689)
SPECIAL CALL A2 - 8/1	\$0	\$0	\$305,000	(\$305,000)
TRANSFER OUT	\$0	\$0	\$1,407	(\$1,407)

TOTAL EXPENDITURES	\$383,166	\$383,166	\$648,141	-\$264,975
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EXCESS REVENUES (EXPENDITURES)	\$139,864	\$721,166
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FUND BALANCE - BEGINNING	\$85,868	\$0
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FUND BALANCE - ENDING	\$225,732	\$721,166
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018 A3

Statement of Revenues & Expenditures

For The Period Ending September 30, 2019

ADOPTED BUDGET	PRORATED BUDGET 9/30/19	ACTUAL 9/30/19	Variance
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REVENUES

ASSESSMENTS - DIRECT	\$304,735	\$304,735	\$167,614	-\$137,121
BOND PROCEEDS	\$0	\$0	\$104,688	\$104,688
INTEREST	\$250	\$250	\$1,869	\$1,619

TOTAL REVENUES	\$304,985	\$304,985	\$274,170	-\$30,815
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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	\$1,793	(\$1,793)

TOTAL EXPENDITURES	\$209,929	\$209,929	\$83,938	\$125,991
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EXCESS REVENUES (EXPENDITURES)	\$95,056	\$190,233		
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FUND BALANCE - BEGINNING	\$57,561	\$0		
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FUND BALANCE - ENDING	\$152,617	\$190,233		
------------------------------	------------------	------------------	--	--

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018 A4
Statement of Revenues & Expenditures
For The Period Ending September 30, 2019

ADOPTED BUDGET	PRORATED BUDGET 9/30/19	ACTUAL 9/30/19	Variance
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REVENUES

ASSESSMENTS - TAX ROLL	\$65,425	\$65,425	\$65,910	\$485
BOND PROCEEDS	\$0	\$0	\$32,714	\$32,714
INTEREST	\$250	\$250	\$1,229	\$979

TOTAL REVENUES	\$65,675	\$65,675	\$99,853	\$34,178
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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	\$560	(\$560)

TOTAL EXPENDITURES	\$64,539	\$64,539	\$24,129	\$40,410
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EXCESS REVENUES (EXPENDITURES)	\$1,136	\$75,724
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FUND BALANCE - BEGINNING	\$9,471	\$0
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FUND BALANCE - ENDING	\$10,607	\$75,724
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUNDS
Statement of Revenues & Expenditures
For The Period Ending September 30, 2019

SERIES 2018 A1 & A2	SERIES 2018 A3	SERIES 2018 A4	CAPITAL PROJECTS	
ACTUALS	ACTUAL	ACTUAL	ACTUAL	
9/30/19	9/30/19	9/30/19	9/30/19	TOTAL

REVENUES

BOND PROCEEDS	\$7,622,854	\$2,630,313	\$932,286	\$0	\$11,185,452
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$1,000	\$1,000
MISCELLANEOUS REVENUE	\$0	\$0	\$0	\$338	\$338
TRANSFER IN	\$1,407	\$1,588	\$560	\$1,019,258	\$1,022,813
INTEREST	\$118,503	\$26,231	\$50	\$0	\$144,783

TOTAL REVENUES	\$7,742,763	\$2,658,131	\$932,896	\$1,020,596	\$12,354,386
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EXPENDITURES

CAPITAL OUTLAY - CONSTRUCTION	\$1,355,709	\$37,200	\$893,101	\$0	\$2,286,010
CAPITAL OUTLAY - COI	\$291,918	\$103,621	\$36,561	\$0	\$432,100
CAPITAL OUTLAY - GENERAL	\$0	\$0	\$0	\$945,460	\$945,460
PROFESSIONAL FEES	\$0	\$0	\$0	\$87,666	\$87,666
TRANSFER OUT	\$0	\$1,019,258	\$0	\$0	\$1,019,258

TOTAL EXPENDITURES	\$1,647,628	\$1,160,078	\$929,662	\$1,033,125	\$3,751,236
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EXCESS REVENUES (EXPENDITURES)	\$6,095,136	\$1,498,053	\$3,234	(\$12,529)	\$8,603,151
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FUND BALANCE - BEGINNING	\$0	\$0	\$0	(\$2,036,564)	(\$2,050,982)
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FUND BALANCE - ENDING	\$6,095,136	\$1,498,053	\$3,234	(\$2,049,094)	\$6,552,169
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Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>REVENUES:</u>													
ASSESSMENTS - TAX ROLL	\$0	\$1,531	\$26,093	\$934	\$34	\$0	\$950	\$0	\$346	\$0	\$0	\$0	\$29,888
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$35,231	\$0	\$17,615	\$8,808	\$0	\$17,615	\$8,808	\$8,808	\$8,808	\$105,692
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	\$17,961	\$8,808	\$8,808	\$8,808	\$150,071
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE</u>													
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	\$500	\$500	\$500	\$500	\$5,500
ATTORNEY	\$2,855	\$5,982	\$0	\$2,862	\$2,923	\$6,888	\$0	\$3,541	\$2,879	\$2,440	\$4,088	\$4,298	\$38,755
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,000	\$0	\$0	\$4,000
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	\$2,917	\$2,917	\$2,917	\$2,917	\$35,000
INFORMATION TECHNOLOGY	\$50	\$83	\$83	\$83	\$1,283	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$2,166
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$21	\$0	\$0	\$0	\$11	\$0	\$0	\$0	\$6	\$0	\$0	\$39
POSTAGE	\$4	\$26	\$81	\$31	\$28	\$4	\$21	\$86	\$10	\$3	\$24	\$93	\$410
PRINTING & BINDING	\$106	\$4	\$142	\$12	\$77	\$116	\$62	\$133	\$166	\$8	\$182	\$31	\$1,039
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	\$81	\$566	\$0	\$0	\$66	\$1,811
OFFICE SUPPLIES	\$21	\$0	\$20	\$20	\$20	\$20	\$0	\$2	\$36	\$18	\$20	\$1	\$177
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$13,810	\$9,614	\$3,823	\$6,491	\$7,959	\$11,611	\$3,714	\$8,842	\$8,657	\$6,975	\$7,813	\$7,989	\$97,297

Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>MAINTENANCE</u>													
<u>COMMON AREA</u>													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$2,880	\$5,380
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>AMENITY CENTER</u>													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL CHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER/SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE - PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER</u>													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$2,880	\$5,380
TOTAL EXPENDITURES	\$13,810	\$9,614	\$3,823	\$6,491	\$7,959	\$11,611	\$3,714	\$8,842	\$8,657	\$9,475	\$7,813	\$10,869	\$102,677
EXCESS REVENUES (EXPENDITURES)	(\$3,212)	(\$4,188)	\$22,270	\$29,674	(\$7,925)	\$6,004	\$6,044	(\$8,842)	\$9,304	(\$667)	\$995	(\$2,061)	\$47,394

Canopy

COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.000%, 6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$82,146
RESERVE FUND BALANCE	\$82,146
BONDS OUTSTANDING - 11/08/18	\$2,225,000
CURRENT BONDS OUTSTANDING	\$2,225,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	NOT SECURED - N/A
RESERVE FUND REQUIREMENT	\$0
RESERVE FUND BALANCE	\$0
BONDS OUTSTANDING - 11/08/18	\$5,480,000
LESS: SPECIAL CALL - 05/01/19	(\$110,000)
LESS: SPECIAL CALL - 08/01/19	(\$305,000)
CURRENT BONDS OUTSTANDING	\$5,065,000

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.250%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$104,688
RESERVE FUND BALANCE	\$104,688
BONDS OUTSTANDING - 11/08/18	\$2,735,000
CURRENT BONDS OUTSTANDING	\$2,735,000

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	5.000%, 5.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$32,714
RESERVE FUND BALANCE	\$32,714
BONDS OUTSTANDING - 11/08/18	\$965,000
CURRENT BONDS OUTSTANDING	\$965,000

Exhibit "A"
CANOPY
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2018 A1/2

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
4/5/19	1	Sandco, LLC	Pay Application # 1 - Canopy Unit 3 Phase 1 & 2	\$ 360,078.30
6/14/19	2	Ox Bottom Mortgage Holdings, LLC	Unit 1 Phase 6 Crestline Road, Fontana Road Improvement Reimbursement	\$ 995,631.07
TOTAL				\$ 1,355,709.37
Fiscal Year 2019				
12/1/18		Interest		\$ 3,084.22
12/1/18		Transfer from Reserve Fund		\$ 34.66
1/1/19		Interest		\$ 12,421.76
1/1/19		Transfer from Reserve Fund		\$ 139.54
2/1/19		Interest		\$ 13,927.37
2/1/19		Transfer from Reserve Fund		\$ 156.19
3/1/19		Interest		\$ 12,947.48
3/1/19		Transfer from Reserve Fund		\$ 144.94
4/1/19		Interest		\$ 14,360.76
4/1/19		Transfer from Reserve Fund		\$ 160.47
5/1/19		Interest		\$ 13,336.50
5/1/19		Transfer from Reserve Fund		\$ 155.29
5/14/19		Transfer from Cost of Issuance		\$ 21,146.93
6/1/19		Interest		\$ 13,737.71
6/1/19		Transfer from Reserve Fund		\$ 160.47
7/1/19		Interest		\$ 12,269.23
7/1/19		Transfer from Reserve Fund		\$ 155.29
8/1/19		Interest		\$ 11,603.76
8/1/19		Transfer from Reserve Fund		\$ 156.98
8/1/19		Transfer from Cost of Issuance		\$ 17.32
9/1/19		Interest		\$ 10,592.86
9/1/19		Transfer from Reserve Fund		\$ 143.02
TOTAL				\$ 140,852.75
Project (Construction) Fund at 11/8/18				\$ 7,309,992.26
Interest Earned thru 09/30/19				\$ 140,852.75
Requisitions Paid thru 09/30/19				\$ (1,355,709.37)
Remaining Project (Construction) Fund				\$ 6,095,135.64
Percentage Completed				18.55%

Exhibit "A"
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2018 A3 - General

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
11/8/18	1	Ox Bottom Mortgage Holdings, LLC	Reimbursement for construction costs paid by Developer	\$ 1,019,257.82
TOTAL				\$ 1,019,257.82
Fiscal Year 2019				
12/1/18		Transfer from Reserve Fund		\$ 44.17
1/1/19		Interest		\$ 0.07
1/1/19		Transfer from Reserve Fund		\$ 177.83
2/1/19		Interest		\$ 0.41
2/1/19		Transfer from Reserve Fund		\$ 199.05
3/1/19		Interest		\$ 0.71
3/1/19		Transfer from Reserve Fund		\$ 184.71
4/1/19		Interest		\$ 1.15
4/1/19		Transfer from Reserve Fund		\$ 204.50
5/1/19		Interest		\$ 1.52
5/1/19		Transfer from Reserve Fund		\$ 197.90
5/14/19		Transfer from Cost of Issuance		\$ 7,506.37
6/1/19		Interest		\$ 10.48
6/1/19		Transfer from Reserve Fund		\$ 204.50
7/1/19		Interest		\$ 16.47
7/1/19		Transfer from Reserve Fund		\$ 197.90
8/1/19		Interest		\$ 17.09
8/1/19		Transfer from Reserve Fund		\$ 200.05
8/1/19		Transfer from Cost of Issuance		\$ 6.15
9/1/19		Interest		\$ 15.96
9/1/19		Transfer from Reserve Fund		\$ 182.27
TOTAL				\$ 9,369.26
Project (Construction) Fund at 11/8/18				\$ 1,019,257.82
Interest Earned thru 09/30/19				\$ 9,369.26
Requisitions Paid thru 09/30/19				\$ (1,019,257.82)
Remaining Project (Construction) Fund				\$ 9,369.26
Percentage Completed				100.00%

Exhibit "A"
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2018 A3 - Restricted

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
TOTAL				\$ -
Fiscal Year 2019				
12/1/18		Interest		\$ 632.88
1/1/19		Interest		\$ 2,548.92
2/1/19		Interest		\$ 2,857.81
3/1/19		Interest		\$ 2,656.69
4/1/19		Interest		\$ 2,946.62
5/1/19		Interest		\$ 2,857.44
6/1/19		Interest		\$ 2,958.28
7/1/19		Interest		\$ 2,868.06
8/1/19		Interest		\$ 2,905.11
9/1/19		Interest		\$ 2,651.93
TOTAL				\$ 25,883.74
Project (Construction) Fund at 11/8/18				\$ 1,500,000.00
Interest Earned thru 09/30/19				\$ 25,883.74
Requisitions Paid thru 09/30/19				\$ -
Remaining Project (Construction) Fund				<u>\$ 1,525,883.74</u>
Percentage Completed				0.00%

Exhibit "A"
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2018 A4

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
11/8/18	1	Ox Bottom Mortgage Holdings LLC	Reimbursement for construction costs paid by Developer	\$ 893,101.00
TOTAL				\$ 893,101.00
Fiscal Year 2019				
12/1/18		Interest		\$ 13.80
1/1/19		Interest		\$ 0.02
1/1/19		Transfer from Reserve Fund		\$ 55.57
2/1/19		Interest		\$ 0.13
2/1/19		Transfer from Reserve Fund		\$ 62.20
3/1/19		Interest		\$ 0.22
3/1/19		Transfer from Reserve Fund		\$ 57.72
4/1/19		Interest		\$ 0.36
4/1/19		Transfer from Reserve Fund		\$ 63.91
5/1/19		Interest		\$ 0.48
5/1/19		Transfer from Reserve Fund		\$ 61.84
5/14/19		Transfer from Cost of Issuance		\$ 2,648.52
6/1/19		Interest		\$ 3.62
6/1/19		Transfer from Reserve Fund		\$ 63.91
7/1/19		Interest		\$ 5.72
7/1/19		Transfer from Reserve Fund		\$ 61.84
8/1/19		Interest		\$ 5.92
8/1/19		Transfer from Reserve Fund		\$ 62.52
8/1/19		Transfer from Cost of Issuance		\$ 2.17
9/1/19		Interest		\$ 5.52
9/1/19		Transfer from Reserve Fund		\$ 56.96
TOTAL				\$ 3,232.95
Project (Construction) Fund at 11/8/18				\$ 893,101.79
Interest Earned thru 09/30/19				\$ 3,232.95
Requisitions Paid thru 09/30/19				\$ (893,101.00)
Remaining Project (Construction) Fund				\$ 3,233.74
Percentage Completed				100.00%

**CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

Gross Assessments \$ 102,542 \$ 31,992 \$ 70,550
Net Assessments \$ 95,364 \$ 29,753 \$ 65,612

Date Received	Dist	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	2018 A-4		Total 100%
							General Fund 31.20%	Debt Svc Fund 68.80%	
11/29/18	ACH	\$ 5,059.20	\$ -	\$ 151.78	\$ -	\$ 4,907.42	\$ 1,531.06	\$ 3,376.36	\$ 4,907.42
12/13/18	ACH	\$ 73,618.55	\$ -	\$ 2,208.56	\$ -	\$ 71,409.99	\$ 22,279.15	\$ 49,130.84	\$ 71,409.99
12/20/18	ACH	\$ 12,602.88	\$ -	\$ 378.09	\$ -	\$ 12,224.79	\$ 3,814.00	\$ 8,410.79	\$ 12,224.79
1/23/19	ACH	\$ 3,086.54	\$ -	\$ 92.60	\$ -	\$ 2,993.94	\$ 934.08	\$ 2,059.86	\$ 2,993.94
2/1/19	ACH	\$ -	\$ -	\$ -	\$ 108.16	\$ 108.16	\$ 33.74	\$ 74.42	\$ 108.16
4/10/19	ACH	\$ 3,138.24	\$ -	\$ 94.15	\$ -	\$ 3,044.09	\$ 949.72	\$ 2,094.37	\$ 3,044.09
6/21/19	ACH	\$ 1,108.92	\$ -	\$ -	\$ -	\$ 1,108.92	\$ 345.97	\$ 762.95	\$ 1,108.92
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 98,614.33	\$ -	\$ 2,925.18	\$ 108.16	\$ 95,797.31	\$ 29,887.73	\$ 65,909.58	\$ 95,797.31

Ox Bottom Mortgage Holdings, LLC

\$ 105,692.00

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND
1/31/19	1649	1/1/19	\$ 35,230.67	\$ 35,230.67	\$ -	\$ 35,230.67
3/6/19	1654	2/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
3/4/19	1678	3/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
4/3/19	1717	4/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
5/7/19	1747	5/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
6/7/19	10024	6/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
7/16/19	10061	7/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
8/2/19	10094	8/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
9/6/19	10136	9/1/19	\$ 8,807.67	\$ 8,807.67	\$ -	\$ 8,807.67
			\$ 105,692.03	\$ 105,692.03	\$ -	\$ 105,692.03

Ox Bottom Mortgage Holdings, LLC

\$ 132,808.90

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-1 DEBT
4/15/19	1727	4/1/19	\$ 66,404.45	\$ 66,404.45	\$ -	\$ 66,404.45
10/1/19	10164	9/30/19	\$ 66,404.45	\$ 66,404.45	\$ -	\$ 66,404.45
			\$ 132,808.90	\$ 132,808.90	\$ -	\$ 132,808.90

Ox Bottom Mortgage Holdings, LLC

\$ 330,466.83

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-2 DEBT
4/15/19	1727	4/1/19	\$ 165,233.42	\$ 165,233.42	\$ -	\$ 165,233.42
10/1/19	10164	9/30/19	\$ 165,233.42	\$ 165,233.42	\$ -	\$ 165,233.42
			\$ 330,466.84	\$ 330,466.84	\$ -	\$ 330,466.84

Ox Bottom Mortgage Holdings, LLC

\$ 167,613.72

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	2018 A-3 DEBT
4/15/19	1727	4/1/19	\$ 83,806.86	\$ 83,806.86	\$ -	\$ 83,806.86
10/1/19	10164	9/30/19	\$ 83,806.86	\$ 83,806.86	\$ -	\$ 83,806.86
			\$ 167,613.72	\$ 167,613.72	\$ -	\$ 167,613.72

iii.

Canopy

Community Development District

FY19 Funding Request #12

November 1, 2019

Payee		Capital Project FY2019	Capital Project FY2020
1	Greenman-Pedersen, Inc.		
	Inv# 281522 - Engineering Services - August 2019	\$ 2,093.68	
	Inv# 284116 - Engineering Services - September - October 2019	\$ 2,105.76	\$ 350.96
2	Hopping Green & Sams		
	Inv# 109889 - Project Construction - August 2019	\$ 1,368.00	
	Inv# 110434 - Project Construction - September 2019	\$ 4,903.19	
		\$ 10,470.63	\$ 350.96
		Total:	
			\$ 10,821.59

Please make check payable to:

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

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

RECEIVED

OCT 16 2019

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

BY: _____

September 23, 2019

Project No:

FLX-2017011.00

Invoice No:

281522

7
13/3/2
24
3
46-57601

Project FLX-2017011.00 Canopy CDD Continuing Services

Professional Services from July 20, 2018 to August 30, 2019

Task 00100 General Services

Professional Personnel

		Hours	Rate	Amount
Prado, Abraham	7/22/2019	2.00	175.48	350.96
CDD meeting on 7/9				
Prado, Abraham	7/30/2019	3.00	175.48	526.44
Finalize clubhouse site work bid package				
Prado, Abraham	8/1/2019	1.00	175.48	175.48
Review of assessment roll and bond areas				
Prado, Abraham	8/6/2019	2.00	175.48	350.96
CDD monthly meeting				
Prado, Abraham	8/15/2019	1.00	175.48	175.48
Canopy clubhouse pre-bid meeting				
Prado, Abraham	8/20/2019	1.00	175.48	175.48
Prepare and issue addendum 2 for clubhouse bid in response to prebid questions				
Prado, Abraham	8/30/2019	1.00	175.48	175.48
Bid opening for Canopy Clubhouse				
Totals		11.00		1,930.28
Total Labor				1,930.28

Reimbursable Expenses

Reproductions & Photos	163.40
Total Reimbursables	163.40
Total this Task	\$2,093.68

Task 00200 Public Facilities Report 2019

Task Total

Total Fee	6,000.00
Percent Complete	100.00
Total Earned	6,000.00
Previous Fee Billing	6,000.00
Current Fee Billing	0.00
Total Fee	0.00
Total this Task	0.00

Total this Invoice \$2,093.68

GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

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

November 4, 2019
Project No: FLX-2017011.00
Invoice No: 284116

Project FLX-2017011.00 Canopy CDD Continuing Services

Professional Services from August 31, 2019 to October 25, 2019

Task 00100 General Services

Professional Personnel

		Hours	Rate	Amount
Prado, Abraham	9/10/2019	4.00	175.48	701.92
CDD meeting				
Project status update on Dove Pond completion				
Bid opening and evaluation for canopy clubhouse				
Prado, Abraham	9/27/2019	8.00	175.48	1,403.84
Maintenance maps preparation Dove pond trail contract documents				
and coordination Correspondence with contractors on clubhouse bid &				
award Coordination w Sandco on unit 4 contract				
Prado, Abraham	10/4/2019	2.00	175.48	350.96
Meeting on O&M recommendations				
Totals		14.00		2,456.72
Total Labor				2,456.72
Total this Task				\$2,456.72

Task 00200 Public Facilities Report 2019

Task Total

Total Fee	6,000.00		
Percent Complete	100.00	Total Earned	6,000.00
		Previous Fee Billing	6,000.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00
		Total this Invoice	\$2,456.72

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 16, 2019

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

RECEIVED

SEP 18 2019

Bill Number 109889
Billed through 08/31/2019

5
1-3/9/19

Project Construction

CANCDD 00103 JLK

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

08/01/19	LMG	Conference with staff regarding amenity sitework RFP documents; revise and transmit same.	0.90 hrs
08/05/19	JLK	Review/edit disseminate construction funding agreement; conference with engineer on bidder questions and addendum related thereto.	0.70 hrs
08/07/19	JLK	Confer regarding questions on amenity center site work and transmit same.	0.30 hrs
08/15/19	JLK	Review RSH response to change order and confer with Prado on same; confer regarding status of amenity center construction RFP and begin updating documents for same; confer regarding responses to unit 3 questions; review parcel ownership information and confer with staff on same; confer with chair regarding timeline for Welaunee RFP and begin drafting same; review/edit and disseminate scoring sheet and award resolution for RFP for unit 3; update, edit and disseminate Welaunee responsibility chart.	2.40 hrs
08/15/19	LMC	Research ownership of property for Unit 3 Block H; prepare resolution for request for proposals; prepare request for proposals scoring chart.	1.70 hrs
Total fees for this matter			\$1,368.00

MATTER SUMMARY

Kilinski, Jennifer L.	3.40 hrs	265 /hr	\$901.00
Clavenna, Lydia M. - Paralegal	1.70 hrs	145 /hr	\$246.50
Gentry, Lauren M.	0.90 hrs	245 /hr	\$220.50

TOTAL FEES \$1,368.00

TOTAL CHARGES FOR THIS MATTER \$1,368.00

BILLING SUMMARY

Kilinski, Jennifer L.	3.40 hrs	265 /hr	\$901.00
Clavenna, Lydia M. - Paralegal	1.70 hrs	145 /hr	\$246.50

=====

Gentry, Lauren M.

0.90 hrs

245 /hr

\$220.50

TOTAL FEES

\$1,368.00

TOTAL CHARGES FOR THIS BILL

\$1,368.00

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

October 14, 2019 BY:

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

Bill Number 110434
Billed through 09/30/2019

OCT 16 2019

RECEIVED

S
10/13/19

Project Construction

CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

09/03/19	JLK	Review proposals from Sandco and CW Roberts for legal sufficiency and review award resolution and ranking sheet for same; confer with staff on status of permits and related projects, along with CO for Dove Pond.	1.20 hrs
09/10/19	LMG	Review amenity center site work contract documents.	0.30 hrs
09/10/19	LMC	Prepare agreement for Dove Pond trail with Sandco.	0.60 hrs
09/11/19	LMG	Finalize form of agreement, general conditions, supplemental conditions and bond forms regarding amenity center site work contract.	1.10 hrs
09/11/19	LMC	Prepare notices of intent to award contract for amenity center site work; prepare notice to proceed for same; prepare contract documents for same.	3.30 hrs
09/12/19	LMC	Revise standard form of agreement with Sandco for Dove Pond trail.	0.50 hrs
09/16/19	JLK	Review notice of award letters and transmit the same; confer regarding contract execution and permit timeline for commencement of same.	0.70 hrs
09/16/19	LMG	Review, revise and transmit amenity site work notice letters.	1.30 hrs
09/18/19	JLK	Review amenity center site work contract documents and demand note agreement and transmit same.	0.80 hrs
09/20/19	LMC	Prepare agreement for Dove Pond trail with Sandco.	1.30 hrs
09/23/19	JLK	Draft RFP for Welaunee Blvd, including review of interlocal requirements, MBE requirements and City bid requirements; transmit same.	2.60 hrs
09/24/19	JLK	Review/edit units 4/5 agreements; confer regarding gas line and options related to same; review landscape ownership and maintenance; confer regarding amenity center construction options and discussions; review Unit 3 assignment and related scope.	1.80 hrs
09/24/19	LMG	Prepare contract documents; review Welaunee RFP package; review Dove Pond Trail plans; confer with Kilinski and Chambers regarding Welaunee RFP, construction contracts, and status of project; re-circulate amenity center site work documents to staff and chair; prepare and finalize Units 4 & 5 contract	4.40 hrs

documents; review Sandco bid proposal; prepare notice to proceed; review and revise demand note agreement; analyze status regarding Unit 3 and eligibility for reimbursement.

09/25/19	JLK	Review/update Units 4/5 and Unit 3 contract and demand note agreements and disseminate same; confer regarding permits.	0.80 hrs
09/27/19	JLK	Confer regarding AIA forms of contract for bidding vertical construction and begin updates to same.	0.40 hrs
09/30/19	JLK	Confer with Prado regarding Dove Pond status and compliance with permit and trail requirements.	0.30 hrs

Total fees for this matter	\$4,845.00
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DISBURSEMENTS

Document Reproduction	22.25
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Total disbursements for this matter	\$22.25
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MATTER SUMMARY

Kilinski, Jennifer L.	8.60 hrs	265 /hr	\$2,279.00
Clavenna, Lydia M. - Paralegal	5.70 hrs	145 /hr	\$826.50
Gentry, Lauren M.	7.10 hrs	245 /hr	\$1,739.50

TOTAL FEES	\$4,845.00
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TOTAL DISBURSEMENTS	\$22.25
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INTEREST CHARGE ON PAST DUE BALANCE	\$35.94
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TOTAL CHARGES FOR THIS MATTER	\$4,903.19
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BILLING SUMMARY

Kilinski, Jennifer L.	8.60 hrs	265 /hr	\$2,279.00
Clavenna, Lydia M. - Paralegal	5.70 hrs	145 /hr	\$826.50
Gentry, Lauren M.	7.10 hrs	245 /hr	\$1,739.50

TOTAL FEES	\$4,845.00
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TOTAL DISBURSEMENTS	\$22.25
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INTEREST CHARGE ON PAST DUE BALANCE	\$35.94
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TOTAL CHARGES FOR THIS BILL	\$4,903.19
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Please include the bill number on your check.