

*Canopy Community
Development District*

Agenda

February 4, 2020

Canopy

Community Development District

219 E. Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 28, 2020

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, February 4, 2020 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 (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes
 - A. November 12, 2019 Meeting
 - B. December 10, 2019 Meeting
4. Consideration of Resolution 2020-02 Approving Landscape & Irrigation Maintenance RFP Documents
5. Consideration of Work Authorization #5 with GPI for Preparation of Monitoring Reports in Accordance with City of Tallahassee Stormwater Permit (to be provided under separate cover)
6. Ratification of Arbitrage Rebate Computation Proposal from AMTEC
7. **Consideration of Field Management Services Proposal- ADDED**
8. **Consideration of Form of Encroachment Agreement with FGT - ADDED**
9. **Authorization to Notice CEI Services for Welanunee Boulevard for Segment 3 and Turnlane Enhancements in Segment 2 - ADDED**
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register Summary and Requisition Summary
 - ii. Balance Sheet and Income Statement
 - iii. Consideration of FY20 Funding Request #2
11. Other Business
12. Supervisors Requests
13. Adjournment

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

The third order of business is the approval of the minutes. Enclosed for your review and approval is a copy of the minutes of the November 12, 2019 meeting and the December 10, 2019 meeting.

The fourth order of business is Consideration of Resolution 2020-02 Approving Landscape & Irrigation Maintenance RFP Documents. A copy of the resolution and its exhibits are enclosed for your review and approval.

The fifth order of business is Consideration of Work Authorization #5 with GPI for Preparation of Monitoring Reports in Accordance with City of Tallahassee Stormwater Permit. Copies of the work authorization will be provided under separate cover.

The sixth order of business is Ratification of Arbitrage Rebate Computation Proposal from AMTEC. A copy of the proposal is enclosed for your review and ratification.

The seventh order of business is Consideration of Field Management Services Proposal.

The eighth order of business is Consideration of Form of Encroachment Agreement with FGT. A copy of the draft form of the encroachment agreement is enclosed for your review.

The ninth order of business is Authorization to Notice CEI Services for Welanunee Boulevard for Segment 3 and Turnlane Enhancements in Segment 2. A copy of the notice of CEI services is enclosed for your review and approval.

The tenth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the approval of check register summary and requisition summary, which are included for your review and approval. Sub-Section 2 is the balance sheet and income statement for your review and approval. Sub-Section 3 is consideration of FY20 funding request #2. 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
Travis Justice, District Engineer
Darrin Mossing Jr., GMS

AGENDA

Canopy

Community Development District

Meeting Agenda

Tuesday
February 4, 2020
11:00 AM

Dorothy B Oven Park
3205 Thomasville Road
Tallahassee, FL 32308

Agenda

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- ii. Balance Sheet and Income Statement
- iii. Consideration of FY20 Funding Request #2

11. Other Business

12. Supervisors Requests

13. Adjournment

MINUTES

SECTION A

Minutes of Meeting
Canopy
Community Development District

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, November 12, 2019 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Abraham Prado	GPI
Darrin Mossing, Jr.	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 11:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the September 10,
2019 Meeting**

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the minutes of the September 10, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Ratification of Construction Access and Maintenance Easement Agreement with the City of Tallahassee for Dove Pond Trail**

Ms. Kilinski stated we are looking for approval in substantial form and authorization for staff to work with the city to get this finalized. This is necessary for the next agenda item, which is construction of the Dove Pond Trail. Portions of this trail will traverse into city property and there is a requirement that an easement be obtained by the city. In talking with the city they didn't have a form they typically use, which is what we were looking for to use but they didn't have one.

Mr. Asbury stated I saw in one of the iterations of this agreement that if the city gives the property to the state we could conceivably have to move the trail. If that is in here then I suggest we try to negotiate out of that because if they give it to the state similar to the greenway it is state property, it is for a trail. The state is apparently holding the city hostage if they want access to further Thornton. In order to put Thornton Road across the greenway the state is holding them hostage to give them 30 acres. It doesn't make sense that we would have to move the trail. The whole idea of the state's property was to put trails in.

Ms. Kilinski stated I'm happy to take that out. This came from a permit condition that was provided to us and we can leave it out and if they ask for it then we can talk about it.

Mr. Asbury stated I suggest we take it out.

Mr. Patterson asked can they use this trail any hours of the night? Is there any limitation on the use of the trail?

Mr. Asbury stated I don't think so. It is going to be a public trail so anyone can use it at any time.

Mr. Patterson stated the greenway has a sign that says, sunrise to sunset.

Mr. Asbury stated we could limit that.

Ms. Kilinski stated if the district owns the trail the easement has nothing to do with it, with the operation of the trail. It is something we will set all the parameters for just any other district facility.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the construction access and maintenance easement agreement with the City of Tallahassee for Dove Pond Trail was approved in substantial form with section 4c being omitted and staff was authorized to work with the city to finalize the agreement.

FIFTH ORDER OF BUSINESS

**Ratification of Agreement with Sandco, LLC
for Construction Services for Dove Pond Trail**

Mr. Mossing stated this was approved last month in substantial form, the executed agreement was enclosed in your agenda package.

Ms. Kilinski stated we need the easement in place prior to construction of the trail; that is what we are working on.

Mr. Asbury asked is our easement going to take us up to in the future what is going to be Welaunee Boulevard or does it go up there and dead-end?

Mr. Prado stated I haven't seen the proposed legals; it will take it to just about the right of way.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the agreement with Sandco, LLC for construction services for Dove Pond Trail was ratified.

SIXTH ORDER OF BUSINESS

**Acceptance of Audit Engagement Letter with
Carr Riggs & Ingram to Perform the Audit
for Fiscal Year 2019**

Mr. Mossing stated the engagement letter was enclosed in your agenda package, counsel has made a few changes and the fee was \$5,150 but per the bidding we went through in March it was supposed to be \$5,000. They have since submitted a revised engagement letter with the correct fee and some of counsel's comments. We would like you to approve it in substantial form. This will not hold up the audit.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the engagement letter with Carr Riggs to perform the fiscal year 2019 audit was approved in substantial form.

SEVENTH ORDER OF BUSINESS

**Ratification of Canopy Facilities Cost Sharing
Agreement with Canopy Commercial
Property Owners Associations, Inc.**

Ms. Kilinski stated this is consideration, it hasn't been executed or recorded yet. This was a highly negotiated document, some time ago. Danny Manauso was working with POA representatives to have a facility cost sharing agreement that provided some remittance of operation and maintenance assessments from the HOA to the district in exchange for the district

maintaining certain common improvements. You will see in the agreement stormwater management facilities that are shared, some shared landscaping, signage and lighting, that sort of thing that really benefits all the district property but also provide some benefit by way of stormwater to the POA. We negotiated some of the requirements on how that operation and maintenance piece would work. Separately, which is not really a district document but for your reference the declaration of covenants that were recorded require certain remittance of assessments based on lot sizing to the district through a cost share agreement to be negotiated later. The declaration required this agreement, this is the form of that agreement. We are asking for approval; I wouldn't say in substantial form because more attorneys had a hand in negotiating this document and it has been signed off by the POA so it has been signed off by Danny and it has been signed off by our firm.

Mr. Russell asked this doesn't need a vote of the POA?

Ms. Kilinski stated I think it has already been approved by them.

Ms. Asbury stated this is an owners' association for the commercial area only, which has been removed from the district and the idea was they do not have access to the amenities but we felt they needed to pay something for maintaining some of the common areas. We need this so you can start billing.

Mr. Mossing stated we should probably not bill them until we are actually doing the maintenance.

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor the Canopy facilities cost sharing agreement with Canopy Commercial Property Owners Association, Inc. was approved.

EIGHTH ORDER OF BUSINESS

Authorization for Staff to Bid Landscape Maintenance Services

NINTH ORDER OF BUSINESS

Approval of Public Notice and Evaluation Criteria for Bidding of Landscape Maintenance Services

Mr. Mossing stated we will go out to bid and the present company will be afforded the opportunity to submit a proposal too. I have been working with the chair on some criteria for the maintenance so when we go out the bidders all have a common document to submit their proposal on. We are still reviewing that, but we would like to approve these in substantial form authorizing

staff outside the board meeting to move forward with drafting those documents and getting them to what we believe to be qualified landscape maintenance firms to submit bids.

Ms. Kilinski stated this is maintenance services not construction services and if we were close to \$195,000, we would like to go through a formal bid. Make sure you are comfortable with the categories for evaluating the responses.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the bid documents were approved in substantial form and staff was authorized to complete the documents and provide them to qualified landscape maintenance firms to submit bids.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Ratification of Requisition No. 1 (Series 2018A-3)

Mr. Mossing stated we have this listed under the engineer's report but in speaking with the chair the requisitions and amounts are in various reports in our agenda package and we prefer not to have all these items come back for approval. We listed all the requisitions to date under my report.

Mr. Asbury stated my thought was we as a board have approved the bid, we hired the people based on their bid and as long as what they are doing conforms with the bid and the payment is approved by the engineer then why would we have to bring every payment back.

Ms. Kilinski stated they usually do approve the whole check runs so as long as we are doing that, it is really more to protect staff than anything. Ratification of requisitions where we have four different construction accounts to make sure we have dotted all our i's and cross our t's on where those amounts come from, when you take that legislative action there is a higher level of certainty given to that action than when you don't.

Mr. Mossing stated we added those to the summary of our check register.

Ms. Kilinski stated then you don't need to do it twice. I agree that is redundant. Not everybody does that.

Mr. Mossing stated under the manger's report I will deal with all the previous requisitions in a ratification. Not only the checks that come out of the operating account, but we have also listed all the construction payments made out of the various accounts on that same summary page under manager.

Mr. Asbury stated for disclosure this is great I just didn't want us to have to approve every check.

Ms. Kilinski stated we had gotten a request from the city attorney's office for documentation on bidding of certain roadway improvements, which have not been bid yet. In conjunction with a reimbursement agreement and development agreement for sidewalks and multi-use trails we may have some sort of true-up to bring back to you at the next meeting but I wanted you to know that we are working through a request for documentation from the city.

C. Manager

i. Approval of Check Register Summary

Mr. Mossing stated the check run summary is for checks 107 through 115 for \$23,575.00. We also have a summary of requisitions that have been processed to date that total \$3,305,268.19.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the check run summary and the requisition summary were approved.

ii. Balance Sheet and Income Statement

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

iii. Consideration of Capital Funding Request no. 12

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor capital funding request no. 12 in the amount of \$10,821.59 was approved.

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Mossing stated in some of our districts we are considering switching from bound agenda packages to tablets that we would bring to the meeting rather than bringing these books.

Then you just give us back the tablets when you done and we don't have to print all this. Is there any objection to implementing that?

The board was in consensus to go from a bound agenda package to a tablet.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

Mr. Russell asked how are we doing as far as construction? I haven't been out there in a while. I have had people call and ask how many homes you have built and sold.

Mr. Asbury stated I think it is around 120 or so homes that have been built. We are waiting on permits for the next phases because we are down to four lots available.

Mr. Prado stated I have them in my office waiting a last few signatures.

Mr. Russell asked they have to go through Abe to get a sign-off on the permits?

Mr. Asbury stated Abe is completing the plan.

Mr. Prado stated after I submit the plan they have seven days to respond and it depends on how many comments there are as to how long it will take.

Mr. Asbury stated we are permitting another 200+ and as of last week we have the EMP permit for the clubhouse so we can start the infrastructure. We are finishing up all the architectural plans for the clubhouse and hopefully we will be bidding that pretty soon. Unit 3 will free up a lot more lots. We are in the process in Unit 3 trying to create another 9 additional lots.

Mr. Russell asked if they approve it how long before you start, 6 months before you start building houses?

Mr. Asbury stated no we would start building sooner than that. We will start building models.

Mr. Mossing stated that will all be Assessment Area 2, the 257 lots securing those bonds. Of all the platted lots there are only two that have not paid down their pay down portion of the bond issue.

Mr. Patterson asked what about the commercial side?

Mr. Asbury stated the church closed. On the commercial side we are still working on stuff.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the meeting adjourned at 11:38 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION B

Minutes of Meeting
Canopy
Community Development District

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, December 10, 2019 at 11:03 a.m. at offices of Hopping Green & Sams, 119 South Monroe Street, Suite 300, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing	District Manager
Lauren Gentry	District Counsel
Travis Justice	GPI
Darrin Mossing, Jr.	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 11:03 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 12, 2019 Meeting

Mr. Mossing stated the minutes were provided in the hard copy of the agenda package but not in the electronic copy and we are asking that you defer consideration until the next meeting.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor this item was continued.
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FOURTH ORDER OF BUSINESS**Consideration of Resolution 2020-01
Approving RFP Documents**

Ms. Gentry stated this is similar to what you have seen for your other RFP processes. This resolution asks the board to approve these documents in substantial form, we have a form notice that would be published to advertise the project, draft instructions to bidders, and evaluation criteria. We are asking you to approve the ad, notice and instructions to bidders in substantial form but once you approve the evaluation criteria, we can't change those. If there are any changes you would like to make to the evaluation criteria, we can get those made today. Also I want to note for the record that just because an affiliate of the developer is expected to be interested in bidding this project, we suggest making the vice chair the point of contact for changes to this package but it could also be another board member.

Mr. Patterson asked is it very time consuming?

Ms. Gentry stated we aren't ready to advertise yet we are waiting on some finalizing from the project architect to finalize the contract documents, some of the instructions that sort of thing. There may also be some changes to scope. The plan is to make the scope broad and include everything we might want to run through this bid process but include language that makes it clear that we have the authorization to pull out pieces as needed due to our budgetary and planning requirements.

Mr. Patterson stated this is the RFP for construction of the amenity center.

Ms. Gentry stated yes. This is construction of the amenity center. Conn is preparing the plans for that and they will be running the RFP process.

Mr. Asbury stated we have ability to bid the building, bid the pool and then the landscaping and that sort of thing.

Ms. Gentry stated the way we have worded this is that it includes everything that might be related to the amenities that are constructed. It includes all of that now and we will ask everybody to provide pricing for that, but we would reserve the right to pull out pieces if we don't want the winning bid to perform that work. That gives us flexibility as far as when we accomplish things, who accomplishes different pieces of the project and that sort of thing.

Mr. Asbury asked if we pulled out the landscaping and tennis courts if they are less than the \$200,000, do we still need to bid that or can we negotiate those with an individual?

Ms. Gentry responded if it is under the bid threshold then there is no requirement to formally bid it, but you do have to be careful. There is some case law that says if it looks like you

are arbitrarily breaking it down into pieces that are actually part of the same work just to get around bidding requirements that is not allowed. If it really is discrete work, it is building the pool and takes a specialized pool contractor to do that or specialized amenity landscaping work and you need a landscaper to do that then you can pull those things out.

Mr. Asbury stated that is what I'm talking about. There are special people who build tennis courts or people who do landscaping or playgrounds and there is a lot of opportunity to deal with a smaller contractor and save as much money for the district as we can.

Ms. Gentry stated you will have flexibility to do that as long as it really is discrete pieces of the work. We will get pricing for it in case one of these bidders is the best choice and it fits within the district's budget.

In the evaluation criteria we have proposed allocating 20 points to personnel, 25 points to experience and available equipment, 20 points to understanding scope of work, 15 points for schedule, 20 points for price, which adds up to 100 points. If the board would like to give different allocations we can do that at this time.

Mr. Russell asked do we have anything built in that it has to be done on a timely basis? They submit their schedule but if they don't comply with their schedule and it affects the other contractor that is waiting for him to get his stuff done, is there any type of penalty assessed against that particular contractor?

Ms. Gentry stated yes and that would be in the contract documents that will be included in the bid package. They are not included in your agenda package they are still under review by Conn, the architect, but we do have a liquidated damages provision that gives a certain amount of damages per day or per week depending on the project. That is something we would consult with the architect on and also Gregg as a point of contact and get some feedback on what might be appropriate and what work might be affected.

Mr. Patterson asked when would the RFP go out and when would we award the contract and when would we start the project?

Ms. Gentry stated I know we were still waiting on some permit reviews. I had an email from Ben from Conn this morning that said there were some reviews that were still taking place. We will consult behind the scenes on the appropriate time to run the bid when it is as complete as possible, but we are not prevented from running it before those are complete because we can always do a change order if needed.

Mr. Asbury stated they turned the plans into the building department and the building department reviewed the plans. I think the goal is to get this out as quick as possible. I would like to see people swimming before the end of the summer. Can a contractor bid on one piece of the package?

Ms. Gentry stated I would have to look at the bid documents to see if we allowed for that. Is that something the board would like to do?

Mr. Asbury stated say a contractor bids the pool and not the building. We have the right to pull pieces out, but do they have the right to bid on pieces of the contract. We can say no we really want one person to manage the whole project or no, we are willing to let you build the building and we want this guy to do the pool.

Ms. Gentry stated I would have to check on that.

Mr. Mossing asked based on the preliminary design is there going to be any conflict with having four different contractors working at the same time?

Mr. Patterson stated you have to have someone in charge of the whole thing.

Ms. Gentry stated Conn has expressed that they would be providing construction administration services for the amenity center construction. They would be running all the work out there and making sure it is proceeding according to the plans and the contract documents for us. They can coordinate the work. As far as whether we could award multiple contracts out of this single RFP process I would have to check on that.

Mr. Asbury stated I understand what you are saying. The developer of the subdivision could also help make sure that everything gets done. I think they could coordinate it together.

Ms. Gentry stated we would have Conn consulting in conjunction with the developer.

Mr. Asbury stated if somebody bids \$500,000 on the pool and somebody else we like bids \$400,000 on the pool it would be nice to be able to go with the \$400,000 bid.

Mr. Russell stated I agree with Gregg, you have to have one person overseeing the others.

Mr. Patterson stated if you have a pool contractor and his equipment is blocking the construction of another critical part of the building and there is no coordination, he is worried about the pool not the building.

Ms. Gentry stated we will look into that. Nothing is preventing us from bidding this out and pulling it out if you don't like the pricing and we can go through whatever process we need to, to get someone else.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor Resolution 2020-01 approving the RFP documents for amenity center construction was approved.

FIFTH ORDER OF BUSINESS

Consideration of Work Authorization for Amenity Center Construction Management Services

Ms. Gentry stated we received Conn's pricing after the agenda packages went out. There is a work authorization no. 2 as a handout and the cover letter from Conn offering to provide the RFP management services as well as their pricing, which is a lump sum of \$4,500 for the RFP process and they provide some hourly prices as well for anything extra that might come up. They are coordinating with our office in regard to the bidding documents and contract. They are reviewing that and making sure it is consistent with how the project needs to run for their plans. They are hosting a pre-bid meeting for all the interested contracting parties, they are collecting the responses from the bidders, handling any questions that come up through the process, hosting the bid opening meeting and preparing a summary tabulation and recommendation for the board based on the bids.

Ms. Castille asked is it a separate contract for them to manage the actual construction?

Ms. Gentry responded it is. We are going back and forth with them. Their view is that was included in the first work authorization we had with them when they executed the master contract. If we need an additional authorization for that we will bring it back in January, but they are not doing that part of it quite yet.

Mr. Asbury asked they are saying in doing the plans and that sort of thing that is in that price?

Ms. Gentry responded I would have to go back. There were emails circulated just this morning before I came in here because we asked for construction administration and they said we have already given pricing for that under work authorization no. 1. We need to clarify whether that falls under their hourly pricing or in a lump sum. If it is hourly pricing that will exceed \$5,000 we need to bring it back to the board and get a work authorization. You will see that in January if we do need additional approval for that. This is just for the RFP services for anything included in the bid. There is a lump sum of \$4,500 that covers items 1 – 5 and if additional things come up through the process they would use the hourly pricing at no. 2 under fees.

Mr. Patterson asked will they notify us when the \$4,500 has been spent on their end?

Ms. Gentry stated my understanding is it is \$4,500 lump sum for the whole process, it is not like you are paying hourly costs for everything they are doing until you get to \$45,000. That is the lump sum for the whole thing. You only get to hourly if you add tasks that are not included under these items 1 – 5. This is subject to their master agreement, which does require if they are going to charge us extra fees that we haven't authorized they have to get that in writing from us.

Mr. Asbury stated I want to talk to them. Can we approve this and give me the authority to either accept or negotiate?

Ms. Gentry stated we can approve it with a not to exceed amount of \$4,500 and if we can negotiate it down then that is fine.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor work authorization no. 2 for amenity center construction management services in an amount not to exceed \$4,500 with Conn was approved subject to the chairman's signoff on the final amount.

SIXTH ORDER OF BUSINESS

Consideration of Change Orders 4 & 5 for Dove Pond Regional Stormwater Project

Mr. Mossing stated these are two change orders that were approved in substantial form previously.

Ms. Gentry stated change order no. 5 we saw in the last few months. The board approved it in substantial form subject to RS&H signing off on it. I think Abe had some questions about whether the number of days accounted for the total timeline. I don't know if we ever got confirmation of that but both change orders appear to have been signed by RS&H.

Mr. Justice stated I will try to verify that they answered all of Abe's questions. From what I have seen RS&H and everybody has signed off on these.

Ms. Castille stated I thought we were done with RS&H.

Mr. Asbury stated we are but they are still lead. We dealt with them on their money it didn't mean that they didn't have to finish their responsibility to close out the contract. We agreed this is all we are going to pay to finish the job and that is what they are doing, finishing the job. One of these is lowering the bid by \$13,000.

Mr. Patterson stated one is an increase of \$300,000. Help me understand what that was for.

Mr. Asbury stated it was additional work that had to be done. In the process of trying to get the dam built there were some questions about the underdrain in the spillway and I think that went to Moore Bass.

Mr. Justice stated it did. There were things that as they got into the construction process they needed clarification and an additional redundancy was added to the spillway and I know it was specifically related to materials and piping in the spillway and even the thickness of the concrete.

Mr. Asbury stated engineers reengineer things to make things even better than they are at our expense. This is all related to the dam. I think they had something else, this granite stone they had another kind of rip rap down there and then decided it needed to be granite. When they negotiated with Blueprint and the county it was going to be about a \$3 million project so each person would pay a third and when they got through it went up by \$1.5 million and Blueprint said we are not paying any more, the county said we are not paying any more so the only person left standing was the developer.

Ms. Gentry stated it is my understanding we are still waiting for the final certifications from RS&H to officially close out the project. As a reminder to the board throughout this process you have reserved your rights to impose liquidated damages if it is appropriate. We are not asking you to make any decisions about that at this time. Hopefully, by January we have the final close-out documents from RS&H and we will bring that back to you then. If the board is inclined to ratify both change orders I ask that it be subject to your engineer confirming the date issue and seeing if we need any additional change orders for that and clarifying that we are not waiving any rights to impose liquidated damages.

Mr. Mossing asked Travis will you check the math on change order no. 5? It looks like it should be \$18,000 or \$19,000 versus \$13,000.

Mr. Justice stated yes.

Mr. Mossing stated we are holding \$42,000 for the final payment of the settlement agreement with RS&H based upon getting the certifications.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor change orders 4 & 5 were ratified subject to the engineer confirming the date issue, checking to see additional change orders are needed and clarifying that the district is not waiving any rights to impose liquidated damages.

SEVENTH ORDER OF BUSINESS

Consideration of Reimbursement Agreement between Canopy Community Development District & Ox Bottom Mortgage Holdings, LLC

Ms. Gentry stated originally this was intended to be provided under separate cover. There are certain sidewalks and trails within the district that are potentially reimbursable by the city under a development agreement that the city has with the developer. There are a few different ways we can handle this, either the district can seek reimbursement directly from the city if we have already acquired anything that is reimbursable or the developer could reimburse the district directly and then seek reimbursement on their own from the city. Right now we need to have authorization for the engineer to provide estimates of how much of the work that the district has already acquired is spent on sidewalks or multi-use trails that would be covered under that reimbursement agreement. Currently I think the only ones would be in Unit 1, we completed some acquisitions for those earlier in the year and there may also be a change order needed for the contract for Units 4 & 5 infrastructure to the extent that those included any sidewalks or trails that might be reimbursable.

All we are asking for today is authorization for the engineer to come up with an estimate of what costs the district has paid that might be reimbursable and authorization for staff to work behind the scenes to get an appropriate agreement in place just so there isn't double compensation so if the district acquired something and paid the developer for it and the developer later gets reimbursed by the city just to make sure there is not double compensation.

Mr. Asbury stated did we reimburse the developer for Unit 1 for all of that? We didn't have enough money to reimburse.

Mr. Mossing stated the reimbursement was \$893,000 and the backup was almost \$4 million.

Ms. Gentry stated it was just portions of the relevant contracts.

Mr. Asbury stated my point being that I don't want to go through a lot because Unit 1 was \$4 million and we only were able to pay as a district \$800,000 of it.

Ms. Gentry stated it would only be to the extent that the district had paid for those sidewalks. Just making sure it is not double compensation.

Mr. Justice stated from what I'm hearing it is just verification of what was paid, look at the exhibits and that dollar amount and make a comparison. My effort would be a few hours and shouldn't be much.

Ms. Gentry stated we will forward you the paperwork. As part of that process we got all the invoices we were reimbursing that have descriptions attached of what work was being reimbursed.

Mr. Asbury stated Crestline wasn't even reimbursed. The only place the city is going to reimburse is for Crestline and I suspect we look at it and we will see that Crestline wasn't even part of the reimbursement.

Ms. Gentry stated if that is the case, we don't have to jump through any hoops for reimbursement, but we just need to know. If it turns out that we do need a little agreement in place to make sure there is not double compensation it would be very short, and we would bring it back before the board for ratification.

Mr. Asbury asked are we giving cart blanche to Travis?

Mr. Justice stated if you want to put a not to exceed of \$1,000 you can do that and that will cover the time.

Mr. Asbury stated I don't think it is necessary. The amount of money we reimbursed was a small portion of the overall amount.

Mr. Mossing stated the sidewalks are \$250,000 and the city is willing to reimburse somebody for it, the question is who paid those funds.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the engineer was authorized to investigate what sidewalks and trails may have been acquired by the district in an amount not to exceed \$750 and district counsel was authorized to work with staff to get an appropriate agreement in place if necessary.
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EIGHTH ORDER OF BUSINESS

Discussion of Landscape Maintenance Request for Proposals

Mr. Mossing stated our office is working to put together a form, maintenance map, that makes the district manager's recommendation, confirming the areas to be maintained, the

quantities of landscaping to be maintained and an estimate of the frequency for which those areas and units would be maintained in order to prepare the key document that is provided to potential contractors to bid landscape maintenance. It would be basically comparing apples to apples, all bidders would be providing a bid based on those same areas, units and frequency. They would input their unit prices for purposes of calculating their bids. We are developing that document and that is in progress.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Discussion of Welaunee Construction Schedule

Mr. Justice stated I have been working on updates to the schedule for the bidding of the Welaunee Boulevard portion, showing that timeframe, approval from the city and ultimately when construction is anticipated to be complete. The times in this schedule are an estimate we would like to accelerate as much as possible but based on direction from Jennifer this is the schedule we have.

Ms. Gentry stated as part of the interlocal agreement Blueprint requires us to submit this schedule to them and there are several different milestones we have to hit. They have to review our plans and issue a permit and all that before we can bid Welaunee so part of that process is giving them this schedule.

Mr. Asbury asked this is from where to where?

Mr. Justice stated the end of the construction of the existing Welaunee Boulevard all the way through the proposed roundabout at Dempsey Mayo but not too much further beyond that. We anticipate trying to get that pushed through permitting starting end of January beginning of February.

Mr. Asbury stated the key is we have to get that permitted as quick as possible because it has to be built by the first of August. It has to be built during the summer.

Mr. Justice stated I hope we beat the date at the end of January to have all the environmental management permits from the city. We are working with them on some roundabout issues currently and I want to get everything turned around before Christmas.

Ms. Gentry stated all we are looking for here is a motion to accept the schedule in substantial form, authorize us to convey that to the Blueprint and hopefully satisfy what they have been asking for.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the schedule was accepted in substantial form and staff was authorized to convey it to Blueprint.

C. Manager

i. Approval of Check Register and Requisition Summary

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor the check register and requisition summary were approved.

ii. Balance Sheet and Income Statement

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

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

There being none,

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor the meeting adjourned at 12:06 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (“RFP”) process for landscape and irrigation maintenance services within the District (the “Project”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

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

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

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman. The Board further authorizes the Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 4th day of February 2020.

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Composite Exhibit A: RFP Notice
 Instructions to Proposers
 Evaluation Criteria

COMPOSITE EXHIBIT A

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
AND
NOTICE OF MEETING TO OPEN PROPOSALS**

CANOPY COMMUNITY DEVELOPMENT DISTRICT
Leon County, Florida

Notice is hereby given that the Canopy Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, including maintenance of turf, trees, shrubs, ground cover, open areas and parks, as well as trash removal throughout the District all as more specifically set forth in the Project Manual.

The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained from the District Manager at _____, beginning at __:__ a.m./p.m. ("**Proposal Pick-Up Time**")

A mandatory pre-proposal meeting will be held on _____, at ____ a.m./p.m. (EST), at _____. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing, and (3) attend the mandatory pre-proposal meeting. All Proposers should obtain a copy of the Project Manual prior to the pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one(1) electronic copy in PDF format and eight (8) hard-copy proposals no later than _____ at 12:00 p.m. (EST), at _____, Attention: _____. As further described in the Project Manual, each Proposer must supply a proposal bond or cashier's check in the amount of _____ with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified in the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal

service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.

Please note that, because this request for proposals is the District's first attempt to obtain proposals for the landscape and irrigation maintenance services specified in the Project Manual, it is unknown whether the cost of the services will exceed the statutory bidding thresholds. In the event that the cost of the services does not exceed statutory bidding thresholds, this shall be treated as an informal solicitation, and no protest rights shall be afforded to any Proposer.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. **The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so.** Any and all questions relative to this project shall be directed in writing by e-mail only to _____, _____, and _____.

Notice of Public Meeting for Bid Opening

A special meeting of the Canopy Community Development District will be held on _____, 2020 at 12:00 PM (EST) at _____. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Darrin Mossing, at _____. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this request for proposals shall be directed in writing only to _____ at _____, with e-mail copies to Darrin Mossing at _____ and Jennifer Kilinski at jenk@hgslaw.com. Questions must be submitted on or before 5:00 p.m. on _____, 2020.

Canopy Community Development District
District Manager

CANOPY COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Leon County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received from interested parties (“**Proposer(s)**”) no later than _____ at 12:00 p.m. at the offices of _____, Attention: _____. Proposals must be accompanied by a Proposal Guarantee as described in Section 5 herein. Proposals received after the time and date stipulated above will not be considered. See Section 12, Submission of Proposal, for additional details.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
	RFP Notice is issued.
	RFP package available for download (“Proposal Pick-Up Time”)
	Site inspections available. <i>Please contact _____ to schedule a time to visit the site.</i>
	Mandatory pre-proposal meeting.
	Deadline for questions.
	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at ____ a.m./p.m. on _____, and located at _____. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District’s sole discretion.

4. **SIGNATURE ON PROPOSAL; CORRECTIONS.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Five Thousand Dollars (\$5,000) with

its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The “Project Manual” and any addenda thereto, will be available from _____ at _____. Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to _____, with a copy to District Counsel, Jennifer Kilinski, at jenk@hgslaw.com. Additionally, the District

reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after _____ at 12:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit eight (8) hard copies and one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Canopy Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. Additionally, each proposer shall supply a bid bond or cashier’s check in the amount of Five Thousand Dollars (\$5,000) with its proposal. All proposals will be publicly opened at _____.

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

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall use the provided forms to provide a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The district reserves the right to request additional information if clarification is necessary.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. Proposer’s organizational chart.

- C. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- E. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- F. A list of the total annual dollar value of work completed for the last three (3) years.
- G. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- H. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and G.
- I. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- J. Completed proposal pricing sheet. All responses must provide unit prices for each of the items described in the Project Manual. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- K. A current Certificate of Insurance and proof of financial capability, as specified herein.
- L. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
- M. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is

notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

19. CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("**Contractor**") is expected to commence work on or about _____, or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must be authorized to do business in Florida, hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the

Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.

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

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials,

quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Darrin Mossing, at 219 E. Livingston Street, Orlando, FL 32801.

Please note that, because this solicitation is the District's first attempt to obtain proposals for the landscape and irrigation maintenance services specified herein, it is unknown whether the cost of the services will exceed statutory bidding thresholds. In the event that the cost of the services does not exceed statutory bidding thresholds, this shall be treated as an informal solicitation, and no protest rights shall be afforded to any proposer.

30. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or

such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

31. E-VERIFY. Contractor may be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor or any subcontractors utilized during the term of the contract.

**CANOPY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with the instructions and requirements set forth in the Project Manual. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the Proposer.	25
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff to be assigned to this project under the contract.	20
4.	Machinery, Equipment, and Manpower Proposer possesses adequate machinery, equipment, and manpower to perform the work for this project under the contract in a high-quality manner, or possesses the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of Proposer will be considered. Proposer should provide project-specific information.	20
5.	References Assessment of Proposer's work by client references and references with demonstrated success in providing similar services. References must also indicate Proposer's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	Cost Cost will be evaluated using the following formula: <i>(Lowest Proposed Cost / Proposer's Cost) x Maximum Total Cost Points</i> An average of all three years' pricing is to be considered when awarding points for pricing – the initial term and the first and second annual renewals.	20
Total		___/100

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on _____, 2020, at _____ a.m./p.m., but the District reserves the right to reschedule any such meeting.

SECTION VI

**Arbitrage Rebate Computation
Proposal For
\$11,405,000
Canopy Community Development District
Special Assessment Bonds,
\$2,225,000 Series 2018A-1
\$5,480,000 Series 2018A-2
\$2,735,000 Series 2018A-3
\$965,000 Series 2018A-4**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 11, 2019

Ms. Katie Costa
Government Management Services – CF, LLC
9145 Narcoossee Road
Suite A206
Orlando, FL 32827

Re: \$11,405,000 Canopy Community Development District, Special Assessment Bonds, \$2,225,000 Series 2018A-1, \$5,480,000 Series 2018A-2, \$2,735,000 Series 2018A-3, \$965,000 Series 2018A-4

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Canopy Community Development District (the "District") Series 2018A-1, Series 2018A-2, Series 2018A-3, Series 2018A-4 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,100 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of November 8th, based upon the anniversary of the closing date of the Bonds in November 2018.

Proposal

We are proposing rebate computation services based on the following:

- \$2,225,000 Series 2018A-1, \$5,480,000 Series 2018A-2, \$2,735,000 Series 2018A-3, \$965,000 Series 2018A-4 Bonds;
- Fixed Rate Issue; and
- Acquisition and Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from November 8, 2018, the date of the closing, through November 8, 2023, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$2,225,000 Series 2018A-1, \$5,480,000 Series 2018A-2, \$2,735,000 Series 2018A-3, \$965,000 Series 2018A-4 Bonds

Report Date	Type of Report	Period Covered	Fee
October 31, 2019	Rebate and Opinion	Closing – October 31, 2019	\$450
October 31, 2020	Rebate and Opinion	Closing – October 31, 2020	\$450
October 31, 2021	Rebate and Opinion	Closing – October 31, 2021	\$450
October 31, 2022	Rebate and Opinion	Closing – October 31, 2022	\$450
November 8, 2023	Rebate and Opinion	Closing – November 8, 2023	\$450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. Trust Agreement.
5. Bank statements for all accounts from November 8, 2018, the date of the closing, through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;

- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

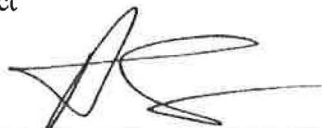
The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

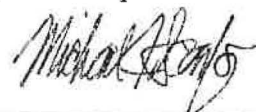
The parties have executed this Agreement on _____, 2019.

Canopy Community
Development District



By: Canopy Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: Michael J. Scarfo
Senior Vice President

SECTION VIII

This Instrument Prepared By and Return To:
Right-of-Way Department/Amy Powell
Florida Gas Transmission Company
2405 Lucien Way, Suite 200
Maitland, Florida 32751

Project No.: 19-
Tract No. : FLBOL-VOLU-034

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002, and **R_____**, a Florida limited liability company ("Owner"), whose address is , FL .

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain **Modification of Easement Grant dated November 10, 1992, and recorded in Book 1097, at Page 1564, Official Records, Osceola County ("Easement Agreement")**, covering lands located in **Section 27, Township 25 South, Range 27 East**, as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains an **eighteen inch (18")** natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, Owner is the present owner of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, Owner desires to **construct an earthen berm and a pond liner crossing into the FGT fifty foot (50') wide easement** ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, Owner has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, Owner has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and Owner agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to Owner to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. Owner hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. Owner shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. Owner shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, Owner shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. Owner understands and agrees that FGT may not have the authority to grant Owner permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that Owner will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. Owner agrees that The Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of Owner.

3. Owner agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees.

In addition, Owner agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

4. Owner shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, Owner shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, Owner hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. Intentionally left blank.

7. Owner acknowledges that the construction of homes or buildings in the vicinity of the Pipeline Facilities may require FGT to upgrade the existing pipeline in accordance

with federal regulations. Owner agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the upgrade and at no cost to FGT.

8. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

9. It is expressly agreed to by and between FGT and Owner that if Owner is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days notice to the Owner; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, Owner cures such violation. Owner expressly agrees that if FGT terminates its consent to the Encroachment based upon Owner's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, Owner will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and Owner shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if Owner fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of Owner and without any liability whatsoever. If such violation by Owner constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. Owner agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

10. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

11. Owner and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

12. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Owner and the heirs, executors, personal representatives, successors and assigns of Owner and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

Project No.: 19-
Tract No.: FLBOL-VOLU-034

The undersigned hereby represent and warrant that the undersigned have full authority to execute, deliver and perform this Agreement in accordance with its terms upon behalf of the named party to this Agreement, without the joinder or consent of any additional parties.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

"FGT"
**FLORIDA GAS TRANSMISSION
COMPANY, LLC**

Name: _____

By _____
DAVID SHELLHOUSE

Name: _____

WITNESSES:

"OWNER"

REUNION WEST II, LLC

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by **DAVID SHELLHOUSE, VICE-PRESIDENT OF OPERATIONS FOR FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

(S E A L)

Notary Public
Name (Printed): _____

Project No.: 19-
Tract No.: FLBOL-VOLU-034

My Commission Expires_____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____, on behalf of the _____. He is personally known to me or has produced _____ (type of identification) as identification.

(S E A L)

Notary Public

Name (Printed): _____
My Commission Expires_____

EXHIBIT "A"

**Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2019**

**By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
and REUNION WEST II, LLC**

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an Agreement in writing has been entered into between the parties.
2. Owner shall provide a minimum of forty-eight (48) hour notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, Owner must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the contractor if the contractor's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in contractor's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface pipeline facilities within the easement area. Three feet (3') of minimum cover will also be required over the pipeline facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment exceeding the standard FDOT wheel axle load limits and requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to

crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.

5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.

6. When crossing an FGT pipeline (via drill or open lay) Contractor must visually verify the elevation of pipeline both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required.

7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.

8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire right-of-way width, and have external, spiral wound, neutrals grounded on each side of the right-of-way. The cable crossing should be clearly and permanently marked on each side of the right-of-way where permissible.

9. Where consent for fencing has been granted, the Owner must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the Easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by Owner in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by Owner. If the gate is locked with Owner's lock, Owner shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the easement area.

11. No roto-mixing or vibrating machinery is allowed within the easement area.

12. When conducting pile driving operations, Owner shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.

13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.

14. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around pipeline facilities.

15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT Operations prior to allowing any more than the twenty feet (20') of exposed pipe.
16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
19. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
20. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays unless Owner agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The Developer or Contractor shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a Wheel Load Calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.
22. Where consent for landscaping has been granted, Owner shall not plant any trees and shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Trees and shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities.
23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to Owner to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

Project No.: 19-
Tract No.: FLBOL-VOLU-034

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated _____, 2019

By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
and **REUNION WEST II, LLC**

DESCRIPTION OF THE OWNED PREMISES

Parcel ID Number: 2725273160000A0030

?????

SAMPLE

Project No.: 19-
Tract No.: FLBOL-VOLU-034

SAMPLE

Project No.: 19-
Tract No.: FLBOL-VOLU-034

EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated _____, 2019

By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC
and **REUNION WEST II, LLC**

DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

[SEE NEXT PAGE]

SAMPLE

SECTION IX

Notice to Professional Consultants
CANOPY COMMUNITY DEVELOPMENT DISTRICT

THE DISTRICT IS UNDERTAKING CONSTRUCTION OF WELAUNEE BLVD, SEGMENT 3 AND TURNLANE ENHANCEMENTS IN SEGMENT 2

Project Description: CEI SERVICES FOR CONSTRUCTION OF WELAUNEE BLVD. The Canopy Community Development District ("District"), located in the City of Tallahassee, announces that professional engineering services will be required for construction engineering and inspection services for the District's anticipated construction of Welaunee Blvd, Segment 3 and turn lane enhancements in Segment 2, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will be retained by the District and will be required to make certifications Blueprint Intergovernmental Agency and the City of Tallahassee. The selected firm will be required to exercise their independent professional judgment in performing obligations and responsibilities consistent with Section 4.1.4 of the Construction Project Administration Manual (CPAM) promulgated by FDOT. All services provided by the Consultant will be in accordance with FDOT standards and criteria. All personnel provided by the Consultant must possess the CTQP certifications for the work types necessary to complete this project and the Respondent Firm shall be prequalified accordingly with FDOT for this work type. At a minimum the Consultant must provide a Senior Project Engineer, Project Administrator, and senior inspector(s) that have performed similar work in the surrounding areas. The Consultant shall also be able to perform all necessary Verification Testing that is required.

Estimated Construction Cost for all remaining segments of Welaunee: \$5,800,000

Special Notes:

SELECTION FROM EXPANDED LETTERS OF RESPONSE. The following items are to be submitted together with the Expanded Letter of Response and will not count towards the page limit:

- Estimate of Work Effort (8 1/2x11 or 11x17, 1 page)
- Organizational Chart (8 1/2x11 or 11x17, 1 page)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form # 375-030-32)
- Certification for Disclosure of Lobbying (Form#375-030-33)
- Aspiration Goal Form for -DBE- and -Non-DBE Small Business- Firms (Form # 375-030-62)
- Disclosure of Lobbying Activities, (if applicable) (Form 375-030-34)
- Truth In Negotiations Form (Form 375-030-30)
- Vendor Certification Regarding Scrutinized Companies Lists (Form # 375-030-60)
- CTQP print-out of all proposed personnel
- Resume for all proposed personnel (2 pages max.)

Forms are available in the FDOT website: <http://www.dot.state.fl.us/proceduraldocuments/forms.shtm>

*All submittals, except Organizational Chart and the Forms shall adhere to the minimum font size of 11, 1/2 inch margins. The Expanded Letter of Response and the required documents listed above should be submitted electronically in a single e-mail and must be submitted in pdf format (unzipped).

Submit 2 separate files attached to one e-mail: One file with the Expanded Letter of Response, not to exceed 1MB and another file with all other information required in this advertisement.

* EVALUATION CRITERIA: The Expanded Letters of Response will be scored based on the following criteria:

AWARENESS OF PROJECT ISSUES (20%): The consultant should demonstrate their understanding of the scope of services and of any unique issues involved in the project. A key component used in assessing a consultant's ability to provide services for this project will be their ability to identify and resolve problems with projects that might lead to cost overruns and time delays. The consultant should familiarize themselves with any areas that could lead to such problem and propose how they would resolve them. This does not mean that the consultant shall perform any survey or design work in the preparation for this submittal.

APPROACH TO THE PROJECT (35%): The consultant should present the proposed approach for completing the desired work. This will include a brief synopsis of the critical management activities involved with a construction project, and a discussion of project issues. These issues could include technical or managerial issues that are unique to this project or are particularly challenging. The consultant's approach to dealing with these issues should be described.

PROJECT STAFFING (35%): The consultant should submit a staffing plan which clearly shows the key elements of the organizational structure that is proposed to accomplish the work. The plan should address the administrative and technical aspects of the project. Key personnel by discipline must be identified. Past work experience of the key personnel should be discussed as they relate to this particular project.

OTHER CONSIDERATIONS (10%): Other data demonstrating communication ability, use of specified equipment, commitment to satisfy the Department's needs, past performance on similar projects, innovative problem-solving techniques.

Advertisement Date:

Response Deadline:

Final Selection Meeting Date:

Time:

Response Deadline:

Time: 2:00 PM

Respond To:

Attn.:

Phone:

Notice: All Letters of Response are required to be submitted via E-mail. The size limit for Letters of Response has been increased to 1MB. Please read the Response Procedure carefully!

The District reserves the right to reject all Proposals and/or to waive minor irregularities. The District anticipates seeking professional CEI services limited to the Dove Pond Regional Stormwater System Improvement at this time.

CONSULTANT ELIGIBILITY: It is a basic tenet of the District's contracting program that contracts are procured in a fair, open and competitive manner. The District requires that Consultants representing the District must be free of conflicting professional or personal interests. In order to prevent potential conflicts of interest, the District is utilizing guidelines established by the Department to be followed by professional services Consultants. Please familiarize yourself with the requirements of Procedure No. 375-030-006, also known as: "Restriction on Consultants' Eligibility to Compete for Department Contracts". By submitting a Letter of Response, the Consultant certifies that they are in compliance with Procedure No. 375-030-006. In addition to the restrictions identified in Procedure No. 375-030-006, please be advised of the following prohibition: A consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project as the Construction contractor, or as a member of the construction team(subcontractor). No entity related to the Designer, Engineer of Record or Construction contractor or a member of the construction team may bid on these CEI services.

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PUBLIC ENTITY CRIMES: 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 any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local governmental entity for goods or services of \$1 million or more.

SELECTION PROCEDURE: The responding firms are requested to provide Letters of Response for the ranking process. After ranking of the consultants the contract fee will be negotiated in accordance with Section 287.055 Florida Statutes. Funding on all projects is subject to legislative approval. All public meetings will be held at Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, FL 32308, unless otherwise noted. Changes to meeting dates and times will be provided via email. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit a Letter of Response, for each project in which they are interested, to the indicated requesting unit by 2:00 PM Eastern time on the date indicated as the Response Deadline. **Letters of Response will be submitted as an attachment to an E-mail, submitted electronically to the indicated response address. The Standard FDOT Professional Services [Expanded Letter of Response form](#) must be completed and submitted to the indicated response e-mail address.** Consultants, be advised that you are responsible for downloading the latest version of the Letter of Response Form when responding to the advertisement. The 8/16 version must be used when responding to the advertisement. The form will be a single file not to exceed 1MB in size in Adobe PDF format (unzipped), and the form completed in its entirety will not exceed the six 8 ½ x 11 pages provided in the form unless otherwise indicated in the advertisement. The content of the Letter cannot go beyond Page 3 of the form. Pages 7, 8 and 9 of the form are reserved for the tables listing prime and subconsultants by work type. Consultants must not add additional pages to the form. Formatting requirements consist of a font size of 11, with ½ inch margins. Please be aware that all font (including graphics, tables, and captions on photos) must be standard Arial narrow, 11 point font, single line spacing with no modification of font or spacing allowed. Please retain the source document as it may be requested at a later date within the procurement process, for audit purposes. The District reserves

the right to periodically sample letters of response to ensure compliance with format submittal requirements. All other advertisement submittal requirements will be verified with each Letter submittal. Failure to comply with the submittal requirements may cause the Letter of Response to be considered non-responsive. Consultants should receive an e-mailed Return Receipt acknowledgement within 2 hours of submittal to the indicated response address. If a Return Receipt acknowledgement is not received by the Consultant within 2 hours, or by the time and date due, please call the advertisement contact (within normal business hours) to verify the recipients' receipt of your e-mailed Letter of Response. Letters of Response should not contain links to other web pages and will, at a minimum, include the following information:

- a. Consultant's name and address
- b. Proposed responsible office for consultant
- c. Contact person, phone number and e-mail address
- d. Statement regarding prequalification of consultant or proposed subconsultants in advertised type(s) of work
- e. Proposed key personnel and their proposed roles (do not include resumes)
- f. Subconsultant(s) that may be used for the project
- g. Indication as to whether the prime firm and/or subconsultants are disadvantaged business enterprises (DBE) or Small Businesses
- h. Project Approach and Understanding of Critical Project Issues
- i. Relevant project experience - Similar type of work experience

Important Update: Pursuant to Section 287.055, Florida Statutes, price may not be an evaluation criterion during the advertisement and selection phase for professional services procurements. Consultants are prohibited from including references to their proposed professional services fees or indirect rates in Letters of Response. Inclusion of prohibited professional services cost data in a Letter of Response or Technical Proposal may cause the Letter of Response or Technical Proposal to be considered non-responsive.

Submission of Forms: By submission of all documents to the District, whether FDOT forms or other forms, the consultant certifies to the District and Agency the truthfulness and accuracy of such forms. The District and Agency shall all be entitled to rely on the same.

The District/Agency reserve the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

Publish on _____ (must be published at least 14 days prior to submittal deadline)

SECTION X

SECTION C

SECTION 1

Canopy
Community Development District

Summary of Operating Checks

December 3, 2019 to January 27, 2020

Bank	Date	Check No.'s	Amount
General Fund	12/6/19	117-118	\$ 1,270.62
	12/9/19	119	\$ 3,921.31
	12/20/19	120-123	\$ 27,526.13
	12/23/19	124	\$ 250.00
	1/16/20	125-127	\$ 78,367.96
	1/24/20	128-129	\$ 10,981.53
			<hr/> \$ 122,317.55
			<hr/> \$ 122,317.55

Summary of Requisitions

Date	Requisition #	Payee	Description	Amount
1/23/20	Series 2018A1/2 - Requisition 5	Sandco, LLC	Pay Application # 2 & 3 - Canopy Units 4 & 5	\$ 640,325.70
1/23/20	Series 2018A1/2 - Requisition 6	Sandco, LLC	Pay Application # 5 - Canopy Unit 3	\$ 1,350.00
1/23/20	Series 2018A3 - Requisition 2	Sandco, LLC	Pay Application # 2 - Amenity Center Site Work	\$ 168,773.81
1/23/20	Series 2018A3 - Requisition 3	Conn & Associates, Inc.	Invoice# 12224 - Clubhouse Architectural Services	\$ 9,300.00
1/24/20	Series 2018A3 - Requisition 4	Sandco, LLC	Pay Application # 1 - Amenity Center Site Work	\$ 299,755.14
				<hr/> \$ 1,119,504.65
				<hr/> \$ 1,119,504.65

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/27/20
 *** CHECK DATES 12/03/2019 - 01/27/2020 *** CANOPY CDD - GENERAL FUND
 BANK A GENERAL FUND

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/06/19	00006	9/13/19 81662	201908 310-51300-49000		*	65.50	
		MTG OVEN PARK-08/06/19					
		9/13/19 81663	201909 310-51300-49000		*	65.50	
		MTG OVEN PARK-09/10/19					
		9/13/19 81664	201907 310-51300-49000		*	65.50	
		MTG OVEN PARK-07/09/19					
				CITY OF TALLAHASSEE			196.50 000117
12/06/19	00003	7/23/19 2667562	201907 310-51300-48000		*	103.76	
		NOT OF MTG RUN 07/02/19					
		7/23/19 2667562	201907 310-51300-48000		*	95.81	
		NOT OF MTG RUN 07/02/19					
		7/23/19 2667562	201907 310-51300-48000		*	294.56	
		NOTICE RUN 07/16-07/23/19					
		8/23/19 2742178	201908 310-51300-48000		*	180.08	
		NOT OF MTG RUN 08/19/19					
		8/23/19 2742178	201908 310-51300-48000		*	122.84	
		NOT OF MTG RUN 08/23/19					
		8/23/19 2742178	201908 310-51300-48000		*	277.07	
		RFP NOTICE					
				TALLAHASSEE DEMOCRAT			1,074.12 000118
12/09/19	00001	12/01/19 33	201912 310-51300-34000		*	2,916.67	
		MANAGEMENT FEES-DEC19					
		12/01/19 33	201912 310-51300-35100		*	208.33	
		INFO TECH-DEC19					
		12/01/19 33	201912 310-51300-31300		*	666.67	
		DISSEMINATION-DEC19					
		12/09/19 34	201912 310-51300-51000		*	.09	
		OFFICE SUPPLIES					
		12/09/19 34	201912 310-51300-42000		*	53.80	
		POSTAGE					
		12/09/19 34	201912 310-51300-42500		*	75.75	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			3,921.31 000119
12/20/19	00015	11/25/19 16794460	201911 310-51300-32200		*	2,000.00	
		FY19 AUDIT-PROGRESS BILL					
				CARR RIGGS & INGRAM			2,000.00 000120
12/20/19	00012	9/25/19 3	201910 310-51300-49000		*	500.00	
		AMORTIZATION SER. 2018A-2					
				DISCLOSURE SERVICES			500.00 000121
12/20/19	00005	9/16/19 109888	201908 310-51300-31500		*	4,087.50	
		MAINT/AUDIT/FINANCE/AMEN					

CANO CANOPY CDD

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/27/20

PAGE 2

*** CHECK DATES 12/03/2019 - 01/27/2020 ***

CANOPY CDD - GENERAL FUND

BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		10/14/19 110433	201909 310-51300-31500		*	4,298.25	
			AGENDA/UNITS 4&5/RFP				
		11/18/19 111022	201910 310-51300-31500		*	1,941.00	
			POA/RFP/POA-CDD/DEO/POND				
		12/16/19 111730	201911 310-51300-31500		*	5,594.50	
			RFP/UNIT 4&5/NOC/SIDEWALK				
			HOPPING GREEN & SAMS				15,921.25 000122
12/20/19 00017		11/25/19 5563318	201911 310-51300-32300		*	8,346.14	
			TRUSTEE FEES-SER 2018A				
		11/25/19 5563318	201911 300-15500-10000		*	758.74	
			TRUSTEE FEES-OCT20				
			US BANK				9,104.88 000123
12/23/19 00012		12/20/19 4	201912 310-51300-49000		*	250.00	
			AMORT SERIES-2018A-2 2-1				
			DISCLOSURE SERVICES				250.00 000124
1/16/20 00010		1/02/20 010220	202001 300-20700-10100		*	23,468.67	
			FY20 DEBT ASSESS SER2018A				
			CANOPY CDD C/O USBANK				23,468.67 000125
1/16/20 00010		1/02/20 010220A	202001 300-20700-10100		*	51,102.32	
			FY20 DEBT ASSESS SER2018A				
			CANOPY CDD C/O USBANK				51,102.32 000126
1/16/20 00001		1/01/20 35	202001 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES - JAN20				
		1/01/20 35	202001 310-51300-35100		*	208.33	
			INFO TECH - JAN20				
		1/01/20 35	202001 310-51300-31300		*	666.67	
			DISSEMINATION - JAN20				
		1/01/20 35	202001 310-51300-51000		*	.30	
			OFFICE SUPPLIES				
		1/01/20 35	202001 310-51300-42000		*	5.00	
			POSTAGE				
			GOVERNMENTAL MANAGEMENT SERVICES				3,796.97 000127
1/24/20 00010		1/22/20 012220	202001 300-20700-10100		*	7,525.47	
			FY20 DEBT SER 2018A-4				
			CANOPY CDD C/O USBANK				7,525.47 000128
1/24/20 00010		1/22/20 012220A	202001 300-20700-10100		*	3,456.06	
			FY20 DEBT SER 2018A-1				
			CANOPY CDD C/O USBANK				3,456.06 000129
			TOTAL FOR BANK A			122,317.55	
			CANO CANOPY CDD	KCOSTA			

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/27/20
*** CHECK DATES 12/03/2019 - 01/27/2020 *** CANOPY CDD - GENERAL FUND
BANK A GENERAL FUND

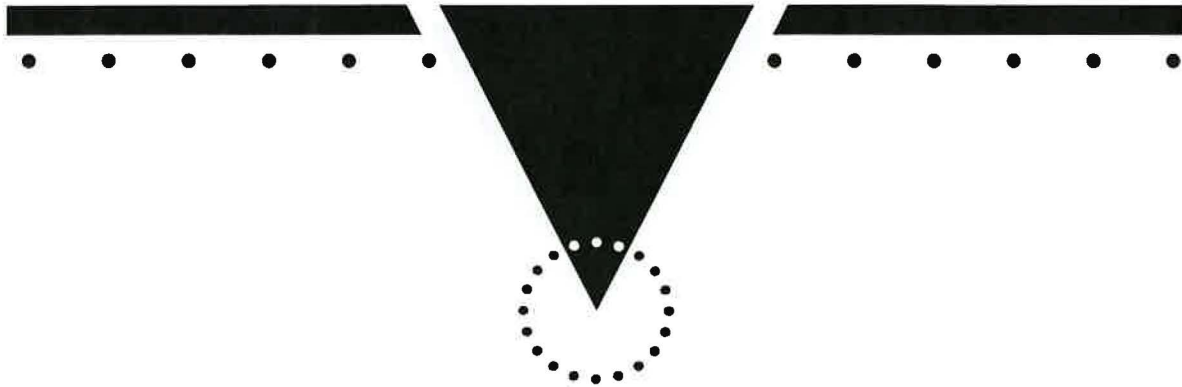
PAGE 3

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
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TOTAL FOR REGISTER							122,317.55	
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CANO CANOPY CDD KCOSTA

SECTION 2



Canopy
Community Development District
Unaudited Financial Reporting
December 31, 2019

GMS



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5	<u>Debt Service Fund - Series 2018 A3</u>
6	<u>Debt Service Fund - Series 2018 A4</u>
7	<u>Capital Projects Fund</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt</u>
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13	<u>Series 2018 A3 - Restricted Construction Schedule</u>
14	<u>Series 2018 A4 Construction Schedule</u>
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Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2019

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<u>ASSETS:</u>				
CASH	\$145,813	\$0	\$24,496	\$170,309
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
REVENUE A1	\$0	\$117	\$0	\$117
REVENUE A2	\$0	\$9,633	\$0	\$9,633
PREPAYMENT A2	\$0	\$73,709	\$0	\$73,709
CONSTRUCTION	\$0	\$0	\$5,653,053	\$5,653,053
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
REVENUE A3	\$0	\$148	\$0	\$148
CONSTRUCTION	\$0	\$0	\$9,872	\$9,872
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,495,356	\$1,495,356
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$18,646	\$0	\$18,646
CONSTRUCTION	\$0	\$0	\$3,392	\$3,392
PREPAID EXPENSES	\$759	\$0	\$0	\$759
DUE FROM GENERAL FUND	\$0	\$74,571	\$0	\$74,571
TOTAL ASSETS	<u>\$146,572</u>	<u>\$396,370</u>	<u>\$7,186,169</u>	<u>\$7,729,111</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$7,684	\$0	\$23,512	\$31,196
RETAINAGE PAYABLE	\$0	\$0	\$261,967	\$261,967
DUE TO DEVELOPER	\$0	\$0	\$1,892,172	\$1,892,172
DUE TO DEBT SERVICE	\$74,571	\$0	\$0	\$74,571
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$64,317	\$0	\$0	\$64,317
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$189,073	\$0	\$189,073
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$104,835	\$0	\$104,835
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$102,462	\$0	\$102,462
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$5,613,044	\$5,613,044
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,505,227	\$1,505,227
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$3,392	\$3,392
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,113,146)	(\$2,113,146)
TOTAL LIABILITIES & FUND EQUITY	<u>\$146,572</u>	<u>\$396,370</u>	<u>\$7,186,169</u>	<u>\$7,729,111</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 12/31/19	ACTUAL 12/31/19	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$47,052	\$36,629	\$36,629	\$0
ASSESSMENTS - DIRECT	\$99,406	\$24,866	\$24,866	\$0
DEVELOPER CONTRIBUTIONS	\$174,267	\$0	\$0	\$0
INTEREST	\$500	\$125	\$0	(\$125)
MISCELLANEOUS INCOME	\$2,500	\$625	\$0	(\$625)
TOTAL REVENUES	\$323,725	\$62,245	\$61,495	(\$750)
EXPENDITURES:				
ADMINISTRATIVE				
ENGINEERING	\$12,000	\$3,000	\$0	\$3,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$2,500	\$2,500	\$0
DISSEMINATION	\$8,000	\$2,000	\$2,000	(\$0)
ATTORNEY	\$25,000	\$6,250	\$14,989	(\$8,739)
ANNUAL AUDIT	\$5,000	\$2,000	\$2,000	\$0
TRUSTEE FEES	\$10,000	\$10,000	\$8,346	\$1,654
MANAGEMENT FEES	\$35,000	\$8,750	\$8,750	(\$0)
INFORMATION TECHNOLOGY	\$3,700	\$925	\$625	\$300
TRAVEL	\$50	\$13	\$0	\$13
TELEPHONE	\$250	\$63	\$18	\$45
POSTAGE	\$500	\$125	\$80	\$45
PRINTING & BINDING	\$1,500	\$375	\$483	(\$108)
INSURANCE	\$6,000	\$6,000	\$5,125	\$875
LEGAL ADVERTISING	\$2,500	\$625	\$230	\$395
OTHER CURRENT CHARGES	\$1,000	\$250	\$815	(\$565)
OFFICE SUPPLIES	\$1,000	\$250	\$21	\$229
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$43,300	\$46,158	(\$2,858)

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 12/31/19	ACTUAL 12/31/19	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$15,625	\$0	\$15,625
LANDSCAPE CONTINGENCY	\$10,600	\$2,650	\$0	\$2,650
PLANT REPLACEMENTS	\$7,500	\$1,875	\$0	\$1,875
IRRIGATION - REPAIRS	\$5,000	\$1,250	\$0	\$1,250
IRRIGATION - WATER	\$10,000	\$2,500	\$0	\$2,500
IRRIGATION - ELECTRIC	\$2,500	\$625	\$0	\$625
WETLAND MAINTENANCE	\$5,650	\$1,413	\$0	\$1,413
WETLAND MITIGATION REPORTING	\$1,250	\$313	\$0	\$313
LAKE MAINTENANCE	\$7,500	\$1,875	\$0	\$1,875
REPAIRS & MAINTENANCE	\$12,500	\$3,125	\$0	\$3,125
OPERATING SUPPLIES	\$1,250	\$313	\$0	\$313
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$4,688	\$0	\$4,688
POOL ATTENDANTS	\$3,750	\$938	\$0	\$938
JANITORIAL	\$3,750	\$938	\$0	\$938
POOL MAINTENANCE	\$3,750	\$938	\$0	\$938
POOL CHEMICALS	\$1,875	\$469	\$0	\$469
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$938	\$0	\$938
POOL - WATER	\$250	\$63	\$0	\$63
TELEPHONE	\$625	\$156	\$0	\$156
WATER/SEWER	\$1,250	\$313	\$0	\$313
GAS	\$125	\$31	\$0	\$31
TRASH	\$600	\$150	\$0	\$150
PEST CONTROL	\$300	\$75	\$0	\$75
TERMITE BOND	\$188	\$47	\$0	\$47
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$469	\$0	\$469
ACCESS CARDS	\$625	\$156	\$0	\$156
ACTIVITIES	\$3,750	\$938	\$0	\$938
SECURITY/ALARMS/REPAIR	\$8,750	\$2,188	\$0	\$2,188
REPAIRS & MAINTENANCE	\$8,750	\$2,188	\$0	\$2,188
OFFICE SUPPLIES	\$500	\$125	\$0	\$125
HOLIDAY DECORATIONS	\$1,250	\$0	\$0	\$0
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$313	\$0	\$313
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$207,150	\$53,928	\$0	\$53,928
TOTAL EXPENDITURES	\$323,725	\$97,228	\$46,158	\$51,070
EXCESS REVENUES (EXPENDITURES)	\$0		\$15,337	
FUND BALANCE - Beginning	\$0		\$48,980	
FUND BALANCE - Ending	\$0		\$64,317	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

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

Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 12/31/19	ACTUAL 12/31/19	Variance
<u>REVENUES</u>				
ASSESSMENTS - TAX ROLL A1	\$30,132	\$23,469	\$23,469	\$0
ASSESSMENTS - DIRECT A1	\$134,594	\$0	\$0	\$0
ASSESSMENTS - DIRECT A2	\$311,498	\$0	\$0	\$0
PREPAYMENTS	\$0	\$0	\$71,310	\$71,310
INTEREST	\$500	\$125	\$1,960	\$1,835
TOTAL REVENUES	\$476,724	\$23,594	\$96,738	\$73,145
<u>EXPENDITURES</u>				
INTEREST A1 - 11/1	\$67,721	\$67,721	\$67,721	\$0
PRINCIPAL A1 - 5/1	\$25,000	\$0	\$0	\$0
INTEREST A1 - 5/1	\$67,721	\$0	\$0	\$0
INTEREST A2 - 11/1	\$155,749	\$155,749	\$155,749	\$0
SPECIAL CALL A2 - 11/1	\$300,000	\$300,000	\$405,000	(\$105,000)
INTEREST A2 - 5/1	\$155,749	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$361	(\$361)
TOTAL EXPENDITURES	\$771,940	\$523,470	\$628,831	(\$105,361)
EXCESS REVENUES (EXPENDITURES)	(\$295,216)	(\$499,876)	(\$532,093)	
FUND BALANCE - BEGINNING	\$523,536		\$721,166	
FUND BALANCE - ENDING	\$228,320		\$189,073	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018 A3
Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 12/31/19	ACTUAL 12/31/19	Variance
<u>REVENUES</u>				
ASSESSMENTS - DIRECT	\$170,938	\$0	\$0	\$0
INTEREST	\$500	\$125	\$532	\$407
TOTAL REVENUES	\$171,438	\$125	\$532	\$407
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$85,469	\$85,469	\$85,469	\$0
INTEREST - 5/1	\$85,469	\$0	\$0	\$0
TRANSFER OUT	\$500	\$125	\$460	(\$335)
TOTAL EXPENDITURES	\$171,438	\$85,594	\$85,929	(\$335)
EXCESS REVENUES (EXPENDITURES)	\$1		(\$85,398)	
FUND BALANCE - BEGINNING	\$85,469		\$190,233	
FUND BALANCE - ENDING	\$85,470		\$104,835	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018 A4
Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 12/31/19	ACTUAL 12/31/19	Variance
<u>REVENUES</u>				
ASSESSMENTS - TAX ROLL	\$65,612	\$51,102	\$51,102	\$0
INTEREST	\$250	\$63	\$302	\$240
TOTAL REVENUES	\$65,862	\$51,165	\$51,404	\$240
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$24,523	\$24,523	\$24,523	\$0
PRINCIPAL - 5/1	\$15,000	\$0	\$0	\$0
INTEREST - 5/1	\$24,523	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$144	(\$144)
TOTAL EXPENDITURES	\$64,045	\$24,523	\$24,666	(\$144)
EXCESS REVENUES (EXPENDITURES)	\$1,817		\$26,738	
FUND BALANCE - BEGINNING	\$42,999		\$75,724	
FUND BALANCE - ENDING	\$44,815		\$102,462	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUNDS
Statement of Revenues & Expenditures
For The Period Ending December 31, 2019

SERIES 2018 A1 & A2	SERIES 2018 A3	SERIES 2018 A4	CAPITAL PROJECTS	
ACTUALS	ACTUAL	ACTUAL	ACTUAL	
12/31/19	12/31/19	12/31/19	12/31/19	TOTAL

REVENUES

BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS REVENUE	\$0	\$0	\$0	\$0	\$0
TRANSFER IN	\$361	\$460	\$144	\$0	\$966
INTEREST	\$26,727	\$6,714	\$14	\$0	\$33,455

TOTAL REVENUES	\$27,088	\$7,174	\$158	\$0	\$34,421
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EXPENDITURES

CAPITAL OUTLAY - CONSTRUCTION	\$469,171	\$0	\$0	\$0	\$469,171
PROFESSIONAL FEES	\$0	\$0	\$0	\$15,190	\$15,190

TOTAL EXPENDITURES	\$469,171	\$0	\$0	\$15,190	\$484,361
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EXCESS REVENUES (EXPENDITURES)	(\$442,083)	\$7,174	\$158	(\$15,190)	(\$449,941)
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FUND BALANCE - BEGINNING	\$6,055,127	\$1,498,053	\$3,234	(\$2,097,956)	\$5,458,458
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FUND BALANCE - ENDING	\$5,613,044	\$1,505,227	\$3,392	(\$2,113,146)	\$5,008,517
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**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX RELU	\$0	\$1,298	\$35,331	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,629
ASSESSMENTS - DIRECT	\$0	\$16,577	\$8,289	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,866
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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	\$0	\$17,875	\$43,620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,495
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
DISSEMINATION	\$667	\$667	\$667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
ATTORNEY	\$1,941	\$5,595	\$7,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,989
ANNUAL AUDIT	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
TRUSTEE FEES	\$0	\$8,346	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,346
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,750
INFORMATION TECHNOLOGY	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
POSTAGE	\$26	\$0	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
PRINTING & BINDING	\$407	\$0	\$76	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$483
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
LEGAL ADVERTISING	\$0	\$230	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230
OTHER CURRENT CHARGES	\$500	\$0	\$713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$813
OFFICE SUPPLIES	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
FEES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$14,585	\$19,963	\$11,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,138

Canopy
Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
MAINTENANCE													
LANDSCAPE / IRRIGATION													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY CENTER													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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/BURFAR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$14,505	\$19,963	\$11,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,158
EXCESS REVENUES (EXPENDITURES)	(\$14,505)	(\$2,088)	\$31,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,337

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)
LESS: SPECIAL CALL - 11/01/19		(\$405,000)
CURRENT BONDS OUTSTANDING		\$4,660,000

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 2019				
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
Fiscal Year 2020				
11/25/19	3	Sandco, LLC	Pay Application 4 - Unit 3	\$ 303,885.90
11/25/19	4	Sandco, LLC	Pay Application 1 - Unit 4 & 5	\$ 165,285.00
TOTAL				\$ 469,170.90
Fiscal Year 2020				
10/1/19		Transfer from Reserve Fund		\$ 131.66
10/1/19		Interest		\$ 9,767.11
11/1/19		Transfer from Reserve Fund		\$ 125.02
11/1/19		Interest		\$ 9,290.87
12/1/19		Interest		\$ 7,668.90
12/1/19		Transfer from Reserve Fund		\$ 104.65
TOTAL				\$ 27,088.21
Project (Construction) Fund at 09/30/19				\$ 6,095,135.64
Interest Earned thru 12/31/19				\$ 27,088.21
Requisitions Paid thru 12/31/19				\$ (469,170.90)
Remaining Project (Construction) Fund				\$ 5,653,052.95
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 2019				
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
Fiscal Year 2020				
TOTAL				\$ -
Fiscal Year 2020				
10/1/19		Transfer from Reserve Fund		\$ 167.79
10/1/19		Interest		\$ 14.98
11/1/19		Transfer from Reserve Fund		\$ 159.33
11/1/19		Interest		\$ 14.53
12/1/19		Interest		\$ 12.37
12/1/19		Transfer from Reserve Fund		\$ 133.37
TOTAL				\$ 502.37
Project (Construction) Fund at 09/30/19				\$ 9,369.26
Interest Earned thru 12/31/19				\$ 502.37
Requisitions Paid thru 12/31/19				\$ -
Remaining Project (Construction) Fund				\$ 9,871.63
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 2019				
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				\$ 1,525,883.74
Fiscal Year 2020				
10/31/19	1	Conn & Associates	Clubhouse Architectural Services	\$ 37,200.00
TOTAL				\$ 37,200.00
Fiscal Year 2020				
10/1/19		Interest		\$ 2,445.15
11/1/19		Interest		\$ 2,324.29
12/1/19		Interest		\$ 1,902.32
TOTAL				\$ 6,671.76
Project (Construction) Fund at 09/30/19				\$ 1,525,883.74
Interest Earned thru 12/31/19				\$ 6,671.76
Requisitions Paid thru 12/31/19				\$ (37,200.00)
Remaining Project (Construction) Fund				\$ 1,495,355.50
Percentage Completed				0.00%

Exhibit "A"
CANOPY
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2018 A4

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
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%
Fiscal Year 2020				
TOTAL				\$ -
Fiscal Year 2020				
10/1/19		Transfer from Reserve Fund		\$ 52.43
10/1/19		Interest		\$ 5.17
11/1/19		Transfer from Reserve Fund		\$ 49.79
11/1/19		Interest		\$ 5.01
12/1/19		Interest		\$ 4.26
12/1/19		Transfer from Reserve Fund		\$ 41.68
TOTAL				\$ 158.34
Project (Construction) Fund at 09/30/19				\$ 3,233.74
Interest Earned thru 12/31/19				\$ 158.34
Requisitions Paid thru 12/31/19				\$ -
Remaining Project (Construction) Fund				\$ 3,392.08
Percentage Completed				0.00%

Gross Assessments	\$	50,568.00	\$	32,400.00	\$	70,550.00	\$	153,518.00
Net Assessments	\$	47,028.24	\$	30,132.00	\$	65,611.50	\$	142,771.74

							32.94%	21.11%	45.96%	100.00%
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	2018A-1 DSF Portion	2018A-4 DSF Portion	Total
11/14/19	ACH	\$244.21	\$7.33	\$0.00	\$0.00	\$236.88	\$78.03	\$49.99	\$108.86	\$236.88
11/25/19	ACH	\$3,816.97	\$114.51	\$0.00	\$0.00	\$3,702.46	\$1,219.58	\$781.40	\$1,701.48	\$3,702.46
12/12/19	ACH	\$50,411.62	\$1,512.35	\$0.00	\$0.00	\$48,899.27	\$16,107.15	\$10,320.20	\$22,471.92	\$48,899.27
12/23/19	ACH	\$60,165.88	\$1,804.98	\$0.00	\$0.00	\$58,360.90	\$19,223.76	\$12,317.08	\$26,820.06	\$58,360.90
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$114,638.68	\$3,439.17	\$0.00	\$0.00	\$111,199.51	\$36,628.52	\$23,468.67	\$51,102.32	\$111,199.51

79%	Gross Percent Collected
\$ 38,879.32	Balance Remaining to Collect

DATE RECEIVED		DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	DEBT SERVICE FUND 2018A-3
				\$85,469.00		
				\$85,469.00		
				\$170,938.00	\$0.00	\$0.00

SECTION 3

Canopy

Community Development District

FY20 Funding Request #2
January 27, 2020

Payee		Capital Project FY2020
1	Greenman-Pedersen, Inc. Inv# 286843 - Engineering Services - October 26, 2019 - November 22, 2019	\$ 2,105.76
2	Hopping Green & Sams Inv# 112196 - Project Construction - December 2019	\$ 6,710.18
		\$ 8,815.94
		Total: \$ 8,815.94

Please make check payable to:

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

JAN 22 2020

BY: _____

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

December 17, 2019
Project No: FLX-2017011.00
Invoice No: 286843

Project FLX-2017011.00 Canopy CDD Continuing Services
Professional Services from October 26, 2019 to November 22, 2019

3
034-600-538-601

Task 00100 General Services

Professional Personnel

		Hours	Rate	Amount
Prado, Abraham	10/30/2019	4.00	175.48	701.92
Dove Pond status and change orderCompletion review and coordination for Dove POND Crestline sidewalk document review and exhibits				
Prado, Abraham	11/12/2019	4.00	175.48	701.92
CDD MeetingPay request review and approval Unit 3Pay Request & approval Unit 4 & 5Dove Pond change order and project status				
Prado, Abraham	11/20/2019	4.00	175.48	701.92
CDD Audit information on conveyanceSidewalk cost review for Crestline Rd				
Totals				2,105.76
Total Labor				2,105.76
Total this Task				\$2,105.76

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	\$2,105.76

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

January 15, 2020

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

RECEIVED

JAN 22 2020

Bill Number 112196
Billed through 12/31/2019

Project Construction
CANCDD 00103 JLK

BY: _____

2
034-600-538-601

FOR PROFESSIONAL SERVICES RENDERED

12/03/19	JLK	Confer with landowner, district manager and engineer regarding various construction related items, including review of summary of units 4/5 sidewalks and multiuse trails and unit 1 acquisition documents; review same for details; confer with developers counsel regarding development agreement and status of reimbursement schedule for sidewalks/trails for same; confer with Conn and landowner regarding RFP for amenity center and process related to same; review scope with project team.	2.20 hrs
12/03/19	LMG	Research and prepare resolution approving amenity center RFP; review Dove Pond status; prepare amenity center construction management services work authorization; review e-mail regarding status of Dove Pond, walking trail, unit 4/5 construction, and engineer transition.	1.20 hrs
12/04/19	JLK	Confer with Conn on RFP process, contract documents and updates to same, RFP responsive documents and bid tab, work authorization and related information; confer with landowner on same.	1.30 hrs
12/05/19	JLK	Review work authorization from Conn and confer on same; confer with developer on project scope items and provide summary of same.	0.60 hrs
12/06/19	JLK	Call with Conn on construction services and RFP services; review work authorization 2 and confer with Conn & DM on same; confer with landowner on scope; review bid tab form; review bid forms; confer regarding three phases of bids.	1.40 hrs
12/09/19	JLK	Review Conn RFP edits and provide comments to same; confer regarding questions on various procurement items with Conn; confer regarding statute of limitations research and bid processes with GPI and Conn.	1.40 hrs
12/10/19	JLK	Multiple calls and correspondence with Conn on work authorization, RFP process, project CA process and bid documents package; confer with DM on same; confer regarding work product acquisition process and pool engineering scope; confer regarding options related to permitting and design.	2.40 hrs
12/10/19	LMG	Analyze change order nos. 4 and 5, unit 1 acquisition, amenity center acquisition, developer reimbursement, Conn work authorization #2, and Welaunee construction schedule.	2.30 hrs

12/12/19	JLK	Call with GPI on various historical documents, work authorizations and status of projects for same; transmit historical communication and calculations on same; review interlocal requirements and work authorizations for engineering services for same; confer regarding unit 4/5 amounts and status of DA reimbursements for same.	1.60 hrs
12/13/19	JLK	Conference call with Conn on various RFP question and documents, scope and requirements for amenity center construction; review docs and update same; confer with board member on status scope and confer with DM on same; confer with potential pool contractors and transmit information to same.	2.30 hrs
12/13/19	LMG	Develop strategy regarding Welaunee RFP package and amenity RFP package; review amenity center construction RFP documents; confer with Conn regarding same and construction plans.	1.40 hrs
12/16/19	JLK	Conference call with Conn on RFP redline edits and questions; confer with chair on scope and categories for same; transmit information on same; review GPI correspondence on WMD requirements for reporting and coverage for same; confer with DM on same.	1.20 hrs
12/17/19	JLK	Meeting with project team in office to discuss various project components, RFP statuses, gas line information and associated information; update documents post meeting.	3.40 hrs
12/18/19	JLK	Debriefing call with Conn regarding assignments, documents and responsibility for RFP and individual project components; confer with Gentry and begin updating same.	1.10 hrs
12/18/19	LMG	Revise amenity RFP package; confer with Conn regarding same.	0.80 hrs
12/19/19	JLK	Review revised RFP documents based on Conn's updated plan sheets, timeline and feedback; review billing and invoicing status and assessment questions; confer with DM on same.	1.10 hrs
Total fees for this matter			\$6,696.50

MATTER SUMMARY

Kilinski, Jennifer L.	20.00 hrs	265 /hr	\$5,300.00
Gentry, Lauren M.	5.70 hrs	245 /hr	\$1,396.50
TOTAL FEES			\$6,696.50
INTEREST CHARGE ON PAST DUE BALANCE			\$13.68
TOTAL CHARGES FOR THIS MATTER			\$6,710.18

BILLING SUMMARY

Kilinski, Jennifer L.	20.00 hrs	265 /hr	\$5,300.00
Gentry, Lauren M.	5.70 hrs	245 /hr	\$1,396.50
TOTAL FEES			\$6,696.50

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INTEREST CHARGE ON PAST DUE BALANCE

\$13.68

TOTAL CHARGES FOR THIS BILL

\$6,710.18

Please include the bill number on your check.