

*Canopy Community
Development District*

Agenda Package

September 1, 2020

AGENDA

Canopy

Community Development District

Meeting Agenda

Tuesday
September 1, 2020
11:00 a.m.

Zoom Conferencing Go To: <https://zoom.us/j/98965659174>

Zoom ID #: 98965659174

Call In #: 267-930-4080

Participation Passcode #: 401214

Meeting Agenda

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes for the August 4, 2020 Board of Supervisors Meeting
4. Ratification of Contract Amendments and Change Orders for Unit 4/5 Infrastructure Contract with Sandco
5. Consideration of Proposals for Welaunee Boulevard, Segment 3B Construction Project
 - A. Consideration of Resolution 2020-15 Award of Construction Contract for Welaunee Boulevard, Segment 3B Construction Project
6. Consideration of Amendment to Interlocal Agreement with City of Tallahassee and Blueprint
7. Consideration of CEI Services for Welaunee Boulevard
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register Summary & Requisition Summary
 - ii. Balance Sheet & Income Statement
9. Other Business
10. Supervisors Requests
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, **August 4, 2020** at 11:00 a.m. via Zoom Teleconference.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing	District Manager, GMS
Jennifer Kilinski	District Counsel
Lauren Gentry	District Counsel
Darrin Mossing, Jr.	GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order 11:04 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 July 7, 2020 Meeting

Ms. Gentry stated we sent a small revision to reflect that the meeting did not continue past the interruption point.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor, the Minutes of the July 7, 2020 Meeting, were approved as amended.

FOURTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2020-12 Adopting the Fiscal Year 2021 Budget and Relating to Annual Appropriations

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor, the Public Hearing was Opened.

Mr. Mossing gave an overview of the budget process and the proposed fiscal year 2021 budget, which is basically the same as fiscal year 2020 with adjustments made for the landscape maintenance contract and wetland maintenance and mitigation; the assessments will remain the same with the balance of the budget being funded through a developer funding agreement.

Mr. Asbury stated we anticipated that the assessment for maintenance of the landscaping and amenity center would reach somewhere around \$750 a year and I think we are at \$344 and the reason is we don't have the amenity center open, but once we do we will need to increase the assessments from \$344 to \$700+ to cover the costs of that.

Mr. Patterson asked what is the status of the amenity center?

Mr. Asbury stated they are supposed to start preparing the foundation this week. We finally got a permit to build and we are waiting on the permit for the pool. We are probably six-months out from having it finished.

Ms. Castille asked under the administrative section is the engineering for getting the pool and amenity center up and running or stormwater ponds, etc.?

Mr. Asbury stated this is just for the engineer to come to our meetings, review what is being done in the district and it is for the board.

Mr. Patterson asked while we are waiting on the pool permit, we are doing other work on the other amenities?

Mr. Asbury stated we are building the clubhouse and the pool will be started before we finish the clubhouse and that will come together about the same time.

Ms. Castille asked what about the pickleball courts, is that the same time?

Mr. Asbury responded yes that will be done and the tennis court. We are amending the plan to put in a tennis court so we will have two pickleball courts and one tennis court.

Ms. Castille asked is that something the community asked for?

Mr. Asbury responded yes.

Mr. Patterson stated under expenses there is supervisor's fees and FICA and so forth and I want to clarify there are no supervisor fees.

Mr. Mossing stated you are correct. We have it in the buildout budget and once the residents control the board of supervisors it is common for them to accept the \$200 per meeting fee and that is for the buildout budget purposes. Currently, none of the supervisors have accepted the supervisor's fee allowed, which is \$200 per meeting. The budget amount for fiscal year 2021 will be zero but the buildout budget to the far right has the full \$12,000.

There being no questions or comments from the public, the board took the following action.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor, Resolution 2020-12 Adopting the Fiscal Year 2021 Budget and Relating to Annual Appropriations, was approved.

B. Consideration of Resolution 2020-13 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Mossing stated now that the budget has been adopted, we have a resolution to levy your operating and maintenance assessments. The operating and maintenance assessment is an annual assessment that needs to be revisited each year; your debt service assessments were levied at the time when you issued the bonds and this resolution is related to the operating and maintenance assessment.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor, Resolution 2020-13 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor, the Public Hearing was Closed.

FIFTH ORDER OF BUSINESS

**Consideration of Direct Collection Agreement
for Fiscal Year 2021 with OX Bottom
Mortgage Holdings, LLC**

Mr. Mossing stated there is a significant portion of your operating and maintenance and debt service assessments that are directly collected by the district versus utilizing the Leon County tax collector to collect the assessments on the property tax bills. It gives more flexibility with the

major landowner and allows them to pay their assessments in installments, which will be an attachment to that agreement.

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor, the Direct Collection Agreement for Fiscal Year 2021 with OX Bottom Mortgage Holdings, LLC, was approved in substantial form subject to staff adding all the appropriate exhibits and finalizing the agreement with the developer.

SIXTH ORDER OF BUSINESS

Consideration of Landowner Funding Agreement for Fiscal Year 2021 with OX Bottom Mortgage Holdings, LLC

Mr. Mossing stated this agreement is basically a deficit funding agreement so if our operating expenditures in the general fund exceed our operating and maintenance assessments and our direct collect assessments, the developer is agreeing to fund all those additional costs.

Ms. Castille asked did that happen last year?

Mr. Mossing responded I don't think so. I believe the assessments covered the operating and maintenance expenses and the developer was directly paying the maintenance costs of the landscaping. That landscape maintenance contract is now with the district.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor, the Fiscal Year 2021 Funding Agreement with OX Bottom Mortgage Holdings, LLC was approved.

SEVENTH ORDER OF BUSINESS

Update on Welaunee Boulevard Interlocal Agreement

Ms. Gentry stated this is on the agenda for a placeholder so we can give the board updates as they come up. There are no significant updates at this point other than the RFP for Segment 3B was advertised on July 24th and GPI is running that RFP process. Bids are due August 25th and we will schedule a board meeting sometime shortly after that to evaluate those bids and look at any potential cost savings that might arise based on the bids that come in versus what was projected in the interlocal agreement. Once we have the bids in hand we will have a better picture of where we stand in relation to the interlocal agreement and negotiating with the city and Blueprint.

Mr. Asbury stated we have a meeting scheduled for September 1.

Ms. Gentry stated we can have the board consider the bids at that meeting, a week after the due date.

Mr. Asbury stated the city and Blueprint meet mid-September.

Ms. Gentry stated if we do that at the September 1st meeting that should work nicely.

Mr. Patterson asked assuming everything goes according to schedule, when will we start construction on the boulevard and what is the length of construction?

Mr. Asbury stated if the IA meeting goes correctly, I would hope that the negotiations could happen with Blueprint to agree to fund the amount for the one that was approved earlier and I hope we can start by October 1st and it should be done in 120 days.

Ms. Gentry stated the date of the IA meeting is September 17th so we will have a quick turnaround for the board evaluating the proposals, choosing a contractor and us getting back in touch with the city and Blueprint so everything can be worked out with them on their next agenda.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement with Sandco to Maintain Proposal Pricing for Welaunee Boulevard Segment 3A and Segment 2 Turn Lanes Project

Ms. Gentry stated as the board may be aware as part of our RFP process we do require bidders to certify that they will hold their pricing for 120 days following the bid opening. In this case when the board awarded the contract to Sandco for Segment 3A and Segment 2 Turn Lanes their pricing is currently held until the first half of September. To give us some more time to work out the funding issue we are proposing to request that they hold their pricing for an additional 80 days until December 1st. We are hoping to have everything worked out well in advance of that, but this will give us an additional cushion to get the funding source negotiated, get those contracts signed and have everything in place. We are looking for approval of this agreement in substantial form and authorization for staff to finalize it with Sandco.

On MOTION by Mr. Patterson seconded by Mr. Asbury with all in favor, the Agreement with Sandco to Hold their Pricing for Welaunee Boulevard Segment 3A and Segment 2 Turn Lanes Project, was approved in substantial form and staff was authorized to finalize the agreement with Sandco.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2020-14
Authorizing Commencement of Boundary
Amendment Proceedings**

Mr. Asbury stated the commercial properties will be contracted out of the district; they really don't have anything to do with the recreational amenities, but we do have an agreement with the commercial association to pay money to the district for the maintenance of the front entrance and landscape maintenance. They do pay money to the district, but it is done through an agreement with the commercial association and not through the CDD.

Ms. Gentry stated basically, this resolution is authorization from the board for staff to initiate the process that it takes to do that boundary amendment, which requires filing a petition with the City of Tallahassee, since they are the entity that established the district and there is associated legal and engineering work to get the surveys. We were sent a legal description this morning, which shows the land is approximately 10 acres that is being contracted and the exhibits will be added to the resolution as well. This resolution kicks off the process, gives staff authorization to take all the actions needed to proceed with that. Under the next agenda item there is a funding agreement with the developer to cover the costs necessary to facilitate this process.

Mr. Mossing stated I think it is important to note that this property was never contemplated in our operating and maintenance assessment program or our debt service assessment program. The removal of this property would have no impact on the residents or future residents planned assessment levels.

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor, Resolution 2020-14 Authorizing Commencement of Boundary Amendment Proceedings, was approved.

TENTH ORDER OF BUSINESS**Consideration of Boundary Amendment
Funding Agreement**

Mr. Mossing stated in this agreement in which the developer agrees to fund all the costs associated with the completion of the boundary amendment and removal of the commercial property from the boundaries of the district.

Ms. Castille asked will the City of Tallahassee and the commercial groups pay for their own landscaping?

Ms. Asbury responded on their property, yes. The commercial association is there to manage the commercial and there is a funding mechanism because they get the benefit of the front entrance, the benefit of the flowers, and maintenance of the roadway that the city does not do. We put it in place so they would pay money to the district.

Ms. Gentry stated this funding agreement references any fees the city may charge to go through the process, it covers legal and engineering fees, all those expenses that the district would have borne to make the boundary amendment happen, the developer agrees to fund that.

Ms. Castille stated then it is the association agreement that they commit to paying for the landscaping.

Ms. Gentry stated once it is out of the district how the landscaping is funded is a separate matter. Tom mentioned it may be funded through the commercial property association agreements, but that would be a separate matter.

Ms. Gentry stated just for reference there are blanks on the first page for the acreages, we were waiting on the legal description at the time the agenda went out and those acreages will be filled out consistent with the exhibits that were sent this morning, which Darrin can circulate to the board.

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor, the Boundary Amendment Funding Agreement was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Work Authorization with Conn for Clubhouse Design

Mr. Mossing stated the work authorization was enclosed in your agenda package and is for \$5,300 for the redesign of the clubhouse.

Mr. Asbury stated there were some things that had to be redone as they were doing the plan, we made some changes to it. When you make one change it affected the engineer and the plumber had to come back in and it is just reworking some of the clubhouse.

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor, Work Authorization No. 3 with Conn & Associates for the Redesign of the Clubhouse, was approved.

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

Ms. Gentry stated Governor DeSantis recently issued a new executive order extending the quorum waiver until September 1st for general meetings so we will proceed under that and update you if there are any other extensions.

Mr. Asbury stated our meeting is on September 1st. Does that mean it is expired and can't have a Zoom meeting on September 1st?

Ms. Gentry stated let me look at the executive order and see if there is a time. Sometimes they give a specific time of day when they expire, but assuming it stays in place for the full day we would be able to have a Zoom meeting. What we have been doing for your meeting notices up to this point is including language that accounts for both possibilities so we say if we are able to have it in person it will be at this location, our office is currently being used as that location because Dorothy B. Oven is not taking reservations, but we say if we are able to meet by Zoom here is the connection information. I anticipate we will do that again to cover all our bases.

B. Engineer

There being none, the next item followed.

C. Manager**i. Approval of Check Register Summary and Requisition Summary**

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the check run summary in the amount of \$18,022.86 and requisition summary in the amount of \$1,173,526.45 were approved.

ii. Balance Sheet and Income Statement

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

iii. Approval of FY20 Funding Requests 5 & 6

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor fiscal year 2020 funding request 5 in the amount of \$27,009.13 & funding request 6 in the amount of \$7,100.00 were approved.

iv. Consideration of Resolution 2020-10 Approving the Date, time and Location of the Landowners Meeting and Election

Mr. Mossing stated the district is required to have a landowners meeting and election in the month of November. Your regularly scheduled meeting is November 3rd and we recommend you conduct the landowners meeting on that same day, just prior to your regularly scheduled meeting. There are certain attachments to that resolution that the district is required to discuss with the board at a public meeting. There is the actual notice of the meeting, information regarding the landowners meeting and election process including the instruction for members of the public on how that meeting will be conducted and there is a landowner proxy so that if an owner of property cannot be in attendance they can have a proxy completed and have someone attend that meeting and vote on their behalf at that meeting.

Ms. Gentry all the exhibits Darrin mentioned are included behind the resolution. There are three seats up for election and those three seats that will be considered are David Brady, Collen Castille and Tom Asbury's seats. We do need to set a time and place.

Mr. Asbury stated the landowner controls the board for the first six years and after that when there are at least 250 registered voters then it transitions, and two seats will be filled in the general election and one seat will be landowner elected.

Ms. Gentry stated at this time we are still in the landowner election control period of the district.

Mr. Mossing stated it is anticipated that in 2024 two board members will be elected by qualified electors of the district, which means a resident of the district who is registered to vote in Leon County. At the last count by the supervisor of elections we had 180 registered voters and there is no doubt that by 2023 you will meet both requirements to convert to a general election.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor Resolution 2020-10 designating November 3, 2020 at 11:00 a.m. as the landowners meeting and election was approved.

v. Approval of Fiscal Year 2021 Meeting Schedule

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the fiscal year 2021 meeting schedule reflecting meetings on the first Tuesday of the month was approved.

THIRTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Supervisors Requests

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the meeting adjourned at 12:09 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

Canopy Community Development District
Reconciliation of Sandco Contract for Unit 4/5

Contract for Construction of Unit 4/5 - revised to Canopy Unit - 5 - Phase 1 & 2 Infrastructure Improvements

Approved Contract		10/18/19			\$	9,998,384.20
Change Order #1					\$	98,973.00
Change Order #2	4/22/20				\$	(8,840,109.20)
Change Order #3	4/22/20	Phase 1	\$	4,147,433.95		
		Phase 2	\$	1,798,327.00	\$	5,945,760.95
Change Order #4	6/25/20	Req.# - Consolidated Piping	\$	(825,293.44)		
		Req.# - Consolidated Piping	\$	(146,523.40)		
		Tax Savings	\$	(58,384.01)	\$	(1,030,200.85)
Change Order #5	8/7/20	Revision of Unit 5, Phase 3	\$	1,026,485.20		
		Req.# - Consolidated Piping	\$	(194,844.89)		
		Req.# - Consolidated Piping	\$	(113,592.30)		
		Tax Savings	\$	(18,506.23)	\$	699,541.78
Contract Sum to Date					\$	6,872,349.88

A

Payment Summary to Sandco:

Pay Application #		Amount
1	Req.#4	\$ 165,285.00
2&3	Req.#5	\$ 640,325.70
4	Req.#7	\$ 146,610.00
5	Req.#11	\$ 54,000.00
6	Req.#10	\$ 125,302.50
7	Req.#16	\$ 125,724.80
8	Req.#17	\$ 701,133.36
9	Req.#19	\$ 197,780.24

Total	\$ 2,156,161.60
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B

Earned to Date - Per Requisition #19, pay application #9 \$ 2,156,161.60

Difference	\$ 0.00
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Balance to Complete Per Pay Application #9, Requisition #19	\$ 4,716,188.28
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A - B

SECTION V

SECTION A

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CANOPY COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT FOR WELAUNEE BOULEVARD SEGMENT 3B; 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 established pursuant to Chapter 190, *Florida Statutes*, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities within and without its boundaries; and

WHEREAS, the District has previously entered into that certain *Interlocal Agreement* with the City of Tallahassee (the “City”) and the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the “Agency”), dated March 13, 2019 (the “Interlocal Agreement”), which provides for reimbursement to the District for certain costs of constructing Phase 2 and Phase 3 of Welaunee Boulevard; and

WHEREAS, pursuant to that certain *Construction Funding Agreement* between the District and Ox Bottom Mortgage Holdings, LLC (the “Developer”), dated August 6, 2019 (the “Construction Funding Agreement”), the Developer has agreed to provide the funding necessary to complete the construction obligations under the Interlocal Agreement and the District has agreed to, within forty-five days of receipt of the anticipated reimbursement under the Interlocal Agreement, reimburse the Developer until full reimbursement is made or until all funds received from the City are exhausted; and

WHEREAS, the District has solicited bids from contractors interested in providing construction services related to the District’s Welaunee Boulevard Segment 3B Project (the “Project”); and

WHEREAS, the District’s Board of Supervisors (the “Board”) has received and evaluated bids from three (3) contractors interested in providing construction services relative to the Project; and

WHEREAS, the Board, after considering bids from all contractors, has awarded the following points:

_____ points to C.W. Roberts Contracting, Inc.
_____ points to Sandco, LLC
_____ points to Talcon Group, LLC; and

WHEREAS, all bids exceed the reimbursement amounts available under the Interlocal Agreement; and

WHEREAS, the Board has determined that it is in the best interests of the District and its residents and landowners to award the contract for construction services for the Project to _____, contingent upon the District's ability to successfully secure additional funding from the City, the Agency, and/or the Developer.

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 within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby determines that the bid submitted by _____ for the Project is the bid which best serves the interests of the District and accordingly the District's Board desires to award the contract for the construction services for the Project to such contractor, contingent upon the District's ability to successfully secure additional funding from the City, the Agency, and/or the Developer.

SECTION 3. The Chairman and District Staff are hereby authorized to give notice of this award to the bidder to the extent required by law and, provided successful funding for the costs of the Project can be secured, to proceed with the execution of a contract with the selected proposer.

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

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

PASSED AND ADOPTED this 1st day of September, 2020.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SECTION VI

AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (the “Amended Interlocal Agreement”), dated as of September __, 2020, is entered into by and between the City of Tallahassee (“City”), a Florida municipal corporation, Leon County-City of Tallahassee Blueprint Intergovernmental Agency (“Agency”), an intergovernmental agency created pursuant to section 163.01(7), Florida Statutes, by and between City of Tallahassee and Leon County, and the Canopy Community Development District (“District”), a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes (together, the City, the Agency and the District are hereinafter the “Parties”).

RECITALS:

WHEREAS, on March 13, 2019, the Parties entered into an Interlocal Agreement to outline the construction and funding obligations of the Parties related to the uncompleted portions of Welaunee Boulevard as it traverses through the Canopy Planned Unit Development (the “Development”); and

WHEREAS, the Parties hereby seek to amend the Interlocal Agreement consistent with the terms set forth herein; and

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

WHEREAS, on May 19, 2020, Ox Bottom and the City entered into a Second Amended and Restated Canopy Development Agreement (“Amended Development Agreement”) concerning the Development; and

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

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

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

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

WHEREAS, the District has agreed to construct part of Segment 3 of Welaunee Boulevard (station 28+50 to station 68+40), and the accompanying sidewalks and multipurpose trails, along with the turn lane portion of Segment 2, as described in the Amended Development Agreement and as specifically set out in **Exhibit A**, General Project

Description and Scope of Services (“the Project”) and more particularly set forth herein; and

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

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

ARTICLE II CONSTRUCTION AND FUNDING AGREEMENT

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

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

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

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

- (a) Completion of an entire phase of the Project with phasing as follows: B-4: Welaunee Blvd. 28+50 to 52+00; B-5: Welaunee Blvd. 52+00 to 68+40 (anticipated contemporaneous construction);
- (b) Acceptance of a completed phase or phases of the Project by the City, subject to compliance with all approved plans and specifications and permitting conditions, which acceptance will not be unreasonably withheld by the City;
- (c) Dedication of the completed phase or phases of the Project to the City, which dedication shall not be unreasonably withheld by the City; and
- (d) Submission and acceptance by the City of the documentation described in **Exhibit**

B, Project Documentation.

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

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

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

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

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

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

Section 2.09. Limitation on City and Agency Funding. The City and Agency funding for the Project shall not exceed \$5,813,124.48. In no event shall the City or Agency be responsible to the District for any amount to exceed \$5,813,124.48, unless otherwise agreed to in writing by all the Parties. Unless otherwise agreed to in writing by the Parties, the District shall fund any costs exceeding \$5,813,124.48 without any further or additional contribution or payment from the City or Agency. Project costs eligible for City and Agency participation as identified herein are subject to Budget and appropriation by the relevant governing bodies of the Parties, which appropriation is an obligation under this Amended Interlocal Agreement.

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

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

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

ARTICLE III MISCELLANEOUS PROVISIONS

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

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

Section 3.03. Negotiation at Arm's Length. This Amended Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. The Parties participated fully in the preparation of this Amended Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision

of this Amended Interlocal Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any party.

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

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

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

non-performance, and the District shall act in good faith to cure such non-performance during such time.

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

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

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

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

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

bond shall be issued by a surety and in a form reasonably acceptable to both the District and the Agency and City.

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

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

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

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

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

Section 3.13. Applicable Law and Venue; Waiver of Jury Trial. This Amended Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Amended Interlocal Agreement, venue shall be in Leon County, Florida. The Parties waive the right to trial by jury in any dispute or litigation arising from, concerning or relating to this Amended Interlocal Agreement.

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

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

against one Party than the other.

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

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

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

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

Section 3.20. Incorporation of Exhibits. Exhibit A, General Project Description and Scope of Services; Exhibit B, Project Documentation; and Exhibit C, Repayment Schedule, are each attached hereto and shall be deemed incorporated herein and made part of this Amended Interlocal Agreement.

Section 3.21. Precedence Order. Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES FOLLOW]

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

CITY OF TALLAHASSEE

By: John E. Dailey
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

James O. Cooke IV, City Treasurer-Clerk

Cassandra K. Jackson, City Attorney

STATE OF FLORIDA
COUNTY OF LEON

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2020.

NOTARY PUBLIC
(Seal)

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**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

By: _____

Name: Tom Asbury

Title: Chairman

Name: _____

Title: Vice Chairman

STATE OF FLORIDA }
COUNTY OF LEON }

The foregoing instrument was acknowledged before me this __ day of _____, 2020, by Tom Asbury and _____, as the Chairman of the Board of Supervisors and Vice Chairman of the Board of Supervisors for the Canopy Community Development District, and who have acknowledged that they executed the same on behalf of the Canopy Community Development District and that each was authorized to do so. Each is personally known to me.

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

Notary Public, State of Florida

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL
AGENCY

By: _____

Elaine Bryant

Its: Chairman

Date: _____

APPROVED AS TO FORM:
Blueprint Intergovernmental Agency

By: _____

Susan Dawson, Esq.

ATTEST:

By: _____

James O. Cooke, IV
City Treasurer Clerk

Exhibit A

Exhibit A General Project Description and Scope of Services

CANOPY PROJECT LIMITS

SEGMENT 1

14+20

SEGMENT 2

22+00

SEGMENT 2

28+50

31+45

SEGMENT 3A

48+00

52+00

SEGMENT 3B

61+85

SEGMENT 3B

68+40



WELAUNEE BLVD.
EXHIBIT

WELAUNEE BLVD.

DESIGNED AND CONSTRUCTED BY: GRIFFIN
PROJECT NO.: 2018-001
DATE: 08/15/2018

GPI
Griffin-Pedersen, Inc.

Sheet No. 01 of 01
Scale: 1" = 40'

Project Scope of Services

The Project scope shall consist of the complete design and construction of Welaunee Boulevard as a four-lane divided roadway with a landscaped median from Station 28+50 to Station 68+40, as depicted on the map additionally attached to this as Exhibit A. The construction within Segment 3, as delineated on the attached map, shall consist of the complete installation of a 4-lane roadway with all applicable intersections, ingress and egress to adjacent properties, etc., as defined below and shall seamlessly connect to Segment 2 of the Project. Additionally, within the Segment 2 portion of the roadway, two left turn lanes shall be constructed for entrance into Holy Comforter, as delineated in the design plan for that segment of the Project as approved by the City.

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

The Welaunee Boulevard right of way from Station 28+50 to Station 68+40 shall consist of all items shown on the typical sections approved by the City. Landscaping along the roadway perimeters and within the median shall be coordinated with, and approved by, the City of Tallahassee Beautification and Solid Waste Department. All areas outside of the roadway, paths and sidewalks shall be sodded with Centipede sod unless otherwise specified by the City of Tallahassee Beautification and Solid Waste Department.

Design and Construction Requirements

1) Design

This design shall consist of a four (4) lane divided roadway with curb and gutter and closed drainage and shall be approved by the City of Tallahassee Public Underground Utilities and Infrastructure Department prior to construction. The design speed shall be as set forth in the cross sections included herein and consistent with the PUD. All intersections shall be modeled for intersection selection by the City of Tallahassee.

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

2) Construction

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

3) Schedule

The CDD shall provide, for approval, a detailed design schedule to Blueprint and to the City within ten (10) business days of the execution of the Interlocal Agreement. The District shall maintain this schedule and provide updates to the City and to Blueprint on a monthly basis.

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

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

SECTION VII

SECTION C

i.

Canopy

Community Development District

Summary of Operating Checks

July 27, 2020 to August 23, 2020

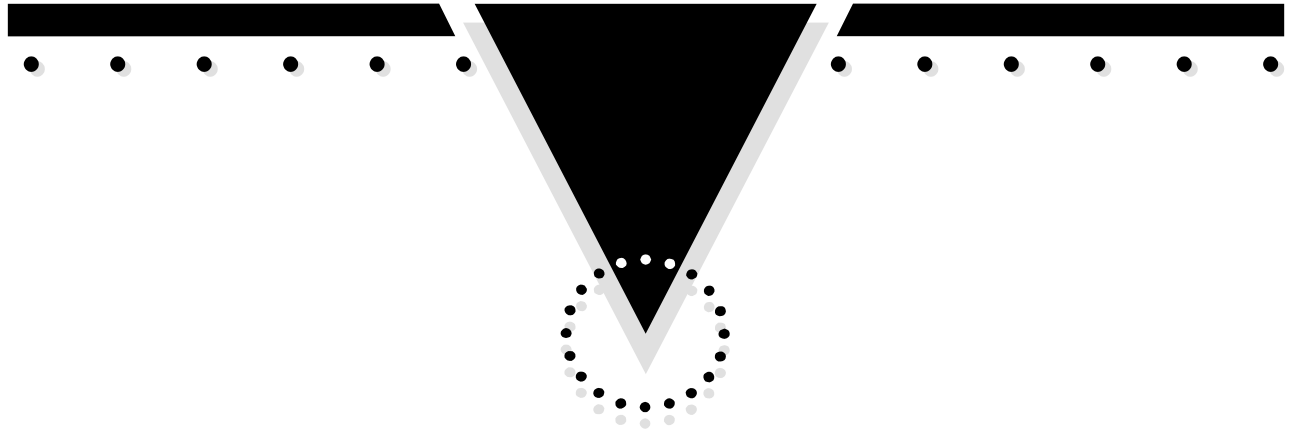
Bank	Date	Check No.'s	Amount
General Fund	7/30/20	158	\$ 350.00
	8/5/20	159	\$ 4,636.96
	8/7/20	160	\$ 3,792.73
	8/21/20	161-163	\$ 5,501.85
			<hr/> \$ 14,281.54
			<hr/> \$ 14,281.54

Summary of Requisitions

Date	Requisition #	Payee	Description	Amount
7/31/20	Series 2018A3 - Requisition 10	Sandco, LLC	Pay Application 4	\$ 28,890.54
8/10/20	Series 2018A1/2 - Requisition 18	Consolidated Pipe & Supply Company, Inc.	Construction Materials - Unit 4 & 5	\$ 113,592.30
				<hr/> \$ 142,482.84
				<hr/> \$ 142,482.84

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
7/30/20	00012	3/27/20 5	202003 310-51300-49000		*	100.00	
			AMORT SERIES2018A-25-1-20				
		7/20/20 6	202007 310-51300-49000		*	250.00	
			AMOR SERIES 2018A-28-1-20				
DISCLOSURE SERVICES							350.00 000158
8/05/20	00005	7/22/20 115977	202006 310-51300-31500		*	4,636.96	
			REVIEW/CONFER/PREPARE				
HOPPING GREEN & SAMS							4,636.96 000159
8/07/20	00001	8/01/20 44	202008 310-51300-34000		*	2,916.67	
			MANAGEMENT FEE-AUGUST20				
		8/01/20 44	202008 310-51300-35100		*	208.33	
			INFORMATION TEC-AUGUST20				
		8/01/20 44	202008 310-51300-31300		*	666.67	
			DISSEMINATION-AUGUST2020				
		8/01/20 44	202008 310-51300-51000		*	.06	
			OFFICE SUPPLIES				
		8/01/20 44	202008 310-51300-42000		*	1.00	
			POSTAGE				
GOVERNMENTAL MANAGEMENT SERVICES							3,792.73 000160
8/21/20	00001	8/03/20 45	202008 310-51300-42000		*	13.75	
			PREPAID PACKAGE				
		8/03/20 45	202008 310-51300-42000		*	34.17	
			MAIL SENT				
GOVERNMENTAL MANAGEMENT SERVICES							47.92 000161
8/21/20	00019	8/06/20 1361	202007 320-53800-46200		*	5,250.00	
			LAWN CARE 07/2020				
KEEP IT GRASS LLC							5,250.00 000162
8/21/20	00003	6/30/20 00033838	202006 310-51300-48000		*	203.93	
			NOT OF BOARD MEET6/30/20				
TALLAHASSEE DEMOCRAT							203.93 000163
TOTAL FOR BANK A						14,281.54	
TOTAL FOR REGISTER						14,281.54	

ii.



**Canopy
Community Development District**

Unaudited Financial Reporting

July 31, 2020



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Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
July 31, 2020

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<u>ASSETS:</u>				
CASH				
OPERATING	\$39,070	\$0	\$0	\$39,070
CAPITAL PROJECTS	\$0	\$0	\$2,310	\$2,310
WELAUNEE	\$0	\$0	\$470	\$470
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
REVENUE A1	\$0	\$5,077	\$0	\$5,077
REVENUE A2	\$0	\$1,154	\$0	\$1,154
PREPAYMENT A2	\$0	\$79,402	\$0	\$79,402
CONSTRUCTION	\$0	\$0	\$2,577,780	\$2,577,780
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
REVENUE A3	\$0	\$151	\$0	\$151
CONSTRUCTION	\$0	\$0	\$10,387	\$10,387
CONSTRUCTION-RESTRICTED	\$0	\$0	\$808,677	\$808,677
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$45,438	\$0	\$45,438
CONSTRUCTION	\$0	\$0	\$3,554	\$3,554
PREPAID EXPENSES	\$759	\$0	\$0	\$759
TOTAL ASSETS	<u>\$39,829</u>	<u>\$350,770</u>	<u>\$3,403,178</u>	<u>\$3,793,777</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$10,091	\$0	\$23,889	\$33,979
RETAINAGE PAYABLE	\$0	\$0	\$261,967	\$261,967
DUE TO DEVELOPER	\$0	\$0	\$1,898,503	\$1,898,503
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$29,738	\$0	\$0	\$29,738
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$167,779	\$0	\$167,779
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$104,839	\$0	\$104,839
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$78,153	\$0	\$78,153
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$2,537,771	\$2,537,771
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$819,063	\$819,063
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$3,554	\$3,554
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,142,041)	(\$2,142,041)
RESTRICTED FOR CAPITAL PROJECTS - WELAUNEE	\$0	\$0	\$470	\$470
TOTAL LIABILITIES & FUND EQUITY	<u>\$39,829</u>	<u>\$350,770</u>	<u>\$3,403,178</u>	<u>\$3,793,777</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET 7/31/20	ACTUAL 7/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$47,052	\$47,052	\$47,389	\$337
ASSESSMENTS - DIRECT	\$99,406	\$82,887	\$82,887	\$0
DEVELOPER CONTRIBUTIONS	\$174,267	\$0	\$0	\$0
INTEREST	\$500	\$417	\$0	(\$417)
MISCELLANEOUS INCOME	\$2,500	\$2,083	\$0	(\$2,083)
TOTAL REVENUES	\$323,725	\$132,438	\$130,276	(\$2,163)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE</u>				
ENGINEERING	\$12,000	\$10,000	\$903	\$9,097
ARBITRAGE	\$2,400	\$450	\$450	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$2,500	\$2,500	\$0
DISSEMINATION	\$8,000	\$6,667	\$6,667	(\$0)
ATTORNEY	\$25,000	\$25,000	\$54,372	(\$29,372)
ANNUAL AUDIT	\$5,000	\$5,000	\$5,000	\$0
TRUSTEE FEES	\$10,000	\$10,000	\$8,346	\$1,654
MANAGEMENT FEES	\$35,000	\$29,167	\$29,167	(\$0)
INFORMATION TECHNOLOGY	\$3,700	\$3,083	\$2,083	\$1,000
TRAVEL	\$50	\$42	\$0	\$42
TELEPHONE	\$250	\$208	\$18	\$191
POSTAGE	\$500	\$417	\$167	\$249
PRINTING & BINDING	\$1,500	\$1,250	\$483	\$767
INSURANCE	\$6,000	\$6,000	\$5,125	\$875
LEGAL ADVERTISING	\$2,500	\$2,083	\$2,548	(\$465)
OTHER CURRENT CHARGES	\$1,000	\$1,000	\$2,621	(\$1,621)
OFFICE SUPPLIES	\$1,000	\$833	\$22	\$811
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$103,875	\$120,648	(\$16,773)

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET 7/31/20	ACTUAL 7/31/20	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$52,083	\$21,000	\$31,083
LANDSCAPE CONTINGENCY	\$10,600	\$8,833	\$0	\$8,833
PLANT REPLACEMENTS	\$7,500	\$6,250	\$0	\$6,250
IRRIGATION - REPAIRS	\$5,000	\$4,167	\$0	\$4,167
IRRIGATION - WATER	\$10,000	\$8,333	\$0	\$8,333
IRRIGATION - ELECTRIC	\$2,500	\$2,083	\$0	\$2,083
WETLAND MAINTENANCE	\$5,650	\$5,650	\$7,870	(\$2,220)
WETLAND MITIGATION REPORTING	\$1,250	\$1,042	\$0	\$1,042
LAKE MAINTENANCE	\$7,500	\$6,250	\$0	\$6,250
REPAIRS & MAINTENANCE	\$12,500	\$10,417	\$0	\$10,417
OPERATING SUPPLIES	\$1,250	\$1,042	\$0	\$1,042
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$15,625	\$0	\$15,625
POOL ATTENDANTS	\$3,750	\$3,125	\$0	\$3,125
JANITORIAL	\$3,750	\$3,125	\$0	\$3,125
POOL MAINTENANCE	\$3,750	\$3,125	\$0	\$3,125
POOL CHEMICALS	\$1,875	\$1,563	\$0	\$1,563
POOL PERMITS	\$188	\$188	\$0	\$188
POOL - ELECTRIC	\$3,750	\$3,125	\$0	\$3,125
POOL - WATER	\$250	\$208	\$0	\$208
TELEPHONE	\$625	\$521	\$0	\$521
WATER/SEWER	\$1,250	\$1,042	\$0	\$1,042
GAS	\$125	\$104	\$0	\$104
TRASH	\$600	\$500	\$0	\$500
PEST CONTROL	\$300	\$250	\$0	\$250
TERMITE BOND	\$188	\$156	\$0	\$156
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$1,563	\$0	\$1,563
ACCESS CARDS	\$625	\$521	\$0	\$521
ACTIVITIES	\$3,750	\$3,125	\$0	\$3,125
SECURITY/ALARMS/REPAIR	\$8,750	\$7,292	\$0	\$7,292
REPAIRS & MAINTENANCE	\$8,750	\$7,292	\$0	\$7,292
OFFICE SUPPLIES	\$500	\$417	\$0	\$417
HOLIDAY DECORATIONS	\$1,250	\$1,250	\$0	\$1,250
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$1,042	\$0	\$1,042
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$207,150	\$167,556	\$28,870	\$138,686
TOTAL EXPENDITURES	\$323,725	\$271,431	\$149,518	\$121,913
EXCESS REVENUES (EXPENDITURES)	\$0		(\$19,242)	
FUND BALANCE - Beginning	\$0		\$48,980	
FUND BALANCE - Ending	\$0		\$29,738	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

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

Statement of Revenues & Expenditures
For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET 7/31/20	ACTUAL 7/31/20	Variance
<u>REVENUES</u>				
ASSESSMENTS - TAX ROLL A1	\$30,132	\$30,132	\$30,363	\$231
ASSESSMENTS - DIRECT A1	\$134,594	\$67,263	\$67,263	\$0
ASSESSMENTS - DIRECT A2	\$311,498	\$134,214	\$134,214	\$0
PREPAYMENTS	\$0	\$0	\$146,419	\$146,419
INTEREST	\$500	\$500	\$2,648	\$2,148
TOTAL REVENUES	\$476,724	\$232,108	\$380,907	\$148,798
<u>EXPENDITURES</u>				
<u>Series 2018 A1</u>				
INTEREST A1 - 11/1	\$67,721	\$67,721	\$67,721	\$0
PRINCIPAL A1 - 5/1	\$25,000	\$25,000	\$25,000	\$0
INTEREST A1 - 5/1	\$67,721	\$67,721	\$67,721	\$0
<u>Series 2018 A2</u>				
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 - 2/1	\$0	\$0	\$923	(\$923)
SPECIAL CALL A2 - 2/1	\$0	\$0	\$60,000	(\$60,000)
INTEREST A2 - 5/1	\$155,749	\$155,749	\$141,450	\$14,299
SPECIAL CALL A2 - 5/1	\$0	\$0	\$10,000	(\$10,000)
TRANSFER OUT	\$0	\$0	\$730	(\$730)
TOTAL EXPENDITURES	\$771,940	\$771,940	\$934,294	(\$162,354)
EXCESS REVENUES (EXPENDITURES)	(\$295,216)	(\$539,832)	(\$553,387)	
FUND BALANCE - BEGINNING	\$523,536		\$721,166	
FUND BALANCE - ENDING	\$228,320		\$167,779	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018 A3
Statement of Revenues & Expenditures
For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET 7/31/20	ACTUAL 7/31/20	Variance
<u>REVENUES</u>				
ASSESSMENTS - DIRECT	\$170,938	\$85,469	\$85,469	\$0
INTEREST	\$500	\$500	\$1,005	\$505
TOTAL REVENUES	\$171,438	\$85,969	\$86,474	\$505
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$85,469	\$85,469	\$85,469	\$0
PRINCIPAL - 5/1	\$0	\$0	\$0	\$0
INTEREST - 5/1	\$85,469	\$85,469	\$85,469	\$0
TRANSFER OUT	\$500	\$500	\$930	(\$430)
TOTAL EXPENDITURES	\$171,438	\$171,438	\$171,868	(\$430)
EXCESS REVENUES (EXPENDITURES)	\$1		(\$85,394)	
FUND BALANCE - BEGINNING	\$85,469		\$190,233	
FUND BALANCE - ENDING	\$85,470		\$104,839	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018 A4
Statement of Revenues & Expenditures
For The Period Ending July 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET 7/31/20	ACTUAL 7/31/20	Variance
<u>REVENUES</u>				
ASSESSMENTS - TAX ROLL	\$65,612	\$65,612	\$66,115	\$504
INTEREST	\$250	\$250	\$649	\$399
TOTAL REVENUES	\$65,862	\$65,862	\$66,764	\$903
<u>EXPENDITURES</u>				
INTEREST - 11/1	\$24,523	\$24,523	\$24,523	\$0
PRINCIPAL - 5/1	\$15,000	\$15,000	\$15,000	\$0
INTEREST - 5/1	\$24,523	\$24,523	\$24,523	\$0
TRANSFER OUT	\$0	\$0	\$291	(\$291)
TOTAL EXPENDITURES	\$64,045	\$64,045	\$64,336	(\$291)
EXCESS REVENUES (EXPENDITURES)	\$1,817		\$2,429	
FUND BALANCE - BEGINNING	\$42,999		\$75,724	
FUND BALANCE - ENDING	\$44,815		\$78,153	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUNDS
Statement of Revenues & Expenditures
For The Period Ending July 31, 2020

	SERIES 2018 A1 & A2 ACTUALS 7/31/20	SERIES 2018 A3 ACTUAL 7/31/20	SERIES 2018 A4 ACTUAL 7/31/20	CAPITAL PROJECTS ACTUAL 7/31/20	WELAUNEE ACTUAL 7/31/20	TOTAL
REVENUES						
TRANSFER IN	\$730	\$87	\$291	\$0	\$500	\$1,608
INTEREST	\$50,559	\$13,230	\$30	\$0	\$0	\$63,818
TOTAL REVENUES	\$51,289	\$13,317	\$321	\$0	\$500	\$65,426
EXPENDITURES						
CAPITAL OUTLAY - CONSTRUCTION	\$3,568,645	\$692,306	\$0	\$0	\$0	\$4,260,951
CAPITAL OUTLAY - GENERAL	\$0	\$0	\$0	\$21,250	\$0	\$21,250
PROFESSIONAL FEES	\$0	\$0	\$0	\$21,898	\$0	\$21,898
MISCELLANEOUS	\$0	\$0	\$0	\$436	\$30	\$466
TRANSFER OUT	\$0	\$0	\$0	\$500	\$0	\$500
TOTAL EXPENDITURES	\$3,568,645	\$692,306	\$0	\$44,084	\$30	\$4,305,066
EXCESS REVENUES (EXPENDITURES)	(\$3,517,356)	(\$678,990)	\$321	(\$44,084)	\$470	(\$4,239,639)
FUND BALANCE - BEGINNING	\$6,055,127	\$1,498,053	\$3,234	(\$2,097,956)	\$0	\$5,458,458
FUND BALANCE - ENDING	\$2,537,771	\$819,063	\$3,554	(\$2,142,041)	\$470	\$1,218,818

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>REVENUES:</u>													
ASSESSMENTS - TAX ROLL	\$0	\$1,298	\$35,331	\$5,436	\$1,805	\$943	\$1,337	\$571	\$668	\$0	\$0	\$0	\$47,389
ASSESSMENTS - DIRECT	\$0	\$16,577	\$8,289	\$8,289	\$8,289	\$8,289	\$8,289	\$8,289	\$8,289	\$8,289	\$0	\$0	\$82,887
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	\$13,724	\$10,093	\$9,232	\$9,626	\$8,860	\$8,957	\$8,289	\$0	\$0	\$130,276
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE</u>													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$903	\$0	\$0	\$0	\$0	\$0	\$0	\$903
ARBITRAGE	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
DISSEMINATION	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$0	\$0	\$6,667
ATTORNEY	\$1,941	\$5,595	\$7,453	\$9,040	\$0	\$10,938	\$8,331	\$6,437	\$4,637	\$0	\$0	\$0	\$54,372
ANNUAL AUDIT	\$0	\$2,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
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	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$29,167
INFORMATION TECHNOLOGY	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$2,083
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	\$5	\$31	\$4	\$3	\$11	\$13	\$20	\$0	\$0	\$167
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	\$774	\$748	\$406	\$186	\$204	\$0	\$0	\$0	\$2,548
OTHER CURRENT CHARGES	\$500	\$0	\$315	\$432	\$339	\$238	\$120	\$132	\$132	\$412	\$0	\$0	\$2,621
OFFICE SUPPLIES	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$14,505	\$19,962	\$11,690	\$16,269	\$5,386	\$16,623	\$12,652	\$10,559	\$8,778	\$4,224	\$0	\$0	\$120,648

Canopy

Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>MAINTENANCE</u>													
<u>COMMON AREA</u>													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$5,250	\$5,250	\$5,250	\$5,250	\$0	\$0	\$21,000
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	\$3,970	\$3,900	\$0	\$0	\$0	\$0	\$0	\$7,870
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>AMENITY CENTER</u>													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL CHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER/SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE - PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER</u>													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$3,970	\$9,150	\$5,250	\$5,250	\$5,250	\$0	\$0	\$28,870
TOTAL EXPENDITURES	\$14,505	\$19,962	\$11,690	\$16,269	\$5,386	\$20,593	\$21,802	\$15,809	\$14,028	\$9,474	\$0	\$0	\$149,518
EXCESS REVENUES (EXPENDITURES)	(\$14,505)	(\$2,087)	\$31,930	(\$2,545)	\$4,708	(\$11,361)	(\$12,176)	(\$6,949)	(\$5,071)	(\$1,185)	\$0	\$0	(\$19,242)

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
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$25,000)
CURRENT BONDS OUTSTANDING		\$2,200,000

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)
LESS: SPECIAL CALL - 02/01/20		(\$60,000)
LESS: SPECIAL CALL - 05/01/20		(\$10,000)
CURRENT BONDS OUTSTANDING		\$4,590,000

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
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$15,000)
CURRENT BONDS OUTSTANDING		\$950,000

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
Date	Requisition #	Contractor	Description	Requisition
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
1/23/20	5	Sandco, LLC	Pay Application 2 & 3 - Unit 4 & 5	\$ 640,325.70
1/23/20	6	Sandco, LLC	Pay Application 5 - Unit 3	\$ 1,350.00
3/19/20	7	Sandco, LLC	Pay Application 4 - Unit 4 & 5	\$ 146,610.00
3/19/20	8	Sandco, LLC	Pay Application 6 - Unit 3	\$ 8,352.00
4/7/20	9	Sandco, LLC	Pay Application 8 - Unit 3	\$ 125,054.80
4/7/20	10	Sandco, LLC	Pay Application 6 - Unit 4 & 5	\$ 125,302.50
5/6/20	11	Sandco, LLC	Pay Application 5 - Unit 4 & 5	\$ 54,000.00
5/6/20	12	Sandco, LLC	Pay Application 7 - Unit 3	\$ 4,959.00
5/21/20	13	Consolidated Pipe & Supply Company, Inc.	Construction Materials - Unit 4 & 5	\$ 825,293.44
7/8/20	14	Consolidated Pipe & Supply Company, Inc.	Construction Materials - Unit 4 & 5	\$ 146,523.40
7/9/20	15	Consolidated Pipe & Supply Company, Inc.	Construction Materials - Unit 4 & 5	\$ 194,844.89
7/20/20	16	Sandco, LLC	Pay Application 7 - Unit 4 & 5	\$ 125,724.80
7/20/20	17	Sandco, LLC	Pay Application 8 - Unit 5	\$ 701,133.36
TOTAL				\$ 3,568,644.79
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
1/1/20		Interest		\$ 7,441.24
1/1/20		Transfer from Reserve Fund		\$ 108.14
2/1/20		Interest		\$ 7,186.26
2/1/20		Transfer from Reserve Fund		\$ 107.85
3/1/20		Interest		\$ 6,000.33
3/1/20		Transfer from Reserve Fund		\$ 98.08
4/1/20		Interest		\$ 2,429.03
4/1/20		Transfer from Reserve Fund		\$ 39.73
5/1/20		Interest		\$ 287.67
5/1/20		Transfer from Reserve Fund		\$ 5.05
6/1/20		Interest		\$ 272.36
6/1/20		Transfer from Reserve Fund		\$ 5.22
7/1/20		Interest		\$ 214.92
7/1/20		Transfer from Reserve Fund		\$ 4.71
TOTAL				\$ 51,288.80
Project (Construction) Fund at 09/30/19				\$ 6,095,135.64
Interest Earned thru 07/31/20				\$ 51,288.80
Requisitions Paid thru 07/31/20				\$ (3,568,644.79)
Remaining Project (Construction) Fund				\$ 2,577,779.65
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
1/1/20		Interest		\$ 12.98
1/1/20		Transfer from Reserve Fund		\$ 137.81
2/1/20		Interest		\$ 13.15
2/1/20		Transfer from Reserve Fund		\$ 137.44
3/1/20		Interest		\$ 12.13
3/1/20		Transfer from Reserve Fund		\$ 125.00
4/1/20		Interest		\$ 4.97
4/1/20		Transfer from Reserve Fund		\$ 50.63
5/1/20		Interest		\$ 0.64
5/1/20		Transfer from Reserve Fund		\$ 6.44
6/1/20		Interest		\$ 0.66
6/1/20		Transfer from Reserve Fund		\$ 6.65
7/1/20		Interest		\$ 0.60
7/1/20		Transfer from Reserve Fund		\$ 6.01
TOTAL				\$ 1,017.48
Project (Construction) Fund at 09/30/19				\$ 9,369.26
Interest Earned thru 07/31/20				\$ 1,017.48
Requisitions Paid thru 07/31/20				\$ -
Remaining Project (Construction) Fund				\$ 10,386.74

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				
Date	Requisition #	Contractor	Description	Requisition
10/31/19	1	Conn & Associates	Clubhouse Architectural Services	\$ 37,200.00
1/23/20	2	Sandco, LLC	Pay Application 2	\$ 168,773.81
1/23/20	3	Conn & Associates	Clubhouse Architectural Services	\$ 9,300.00
1/24/20	4	Sandco, LLC	Pay Application 1	\$ 299,755.14
5/5/20	5	Conn & Associates	Clubhouse Architectural Services	\$ 2,250.00
3/19/20	7	Sandco, LLC	Pay Application 3	\$ 175,786.82
5/6/20	8	Conn & Associates	Clubhouse Architectural Services	\$ 2,250.00
7/20/20	9	Conn & Associates	Clubhouse Architectural Services	\$ 5,300.00
7/31/20	10	Sandco, LLC	Pay Application 4	\$ 28,890.54
TOTAL				\$ 729,506.31
Fiscal Year 2020				
10/1/19		Interest		\$ 2,445.15
11/1/19		Interest		\$ 2,324.29
12/1/19		Interest		\$ 1,902.32
1/1/20		Interest		\$ 1,968.38
2/1/20		Interest		\$ 1,796.15
3/1/20		Interest		\$ 1,219.18
4/1/20		Interest		\$ 489.71
5/1/20		Interest		\$ 52.08
6/1/20		Interest		\$ 53.58
7/1/20		Interest		\$ 48.36
TOTAL				\$ 12,299.20
Project (Construction) Fund at 09/30/19				\$1,525,883.74
Interest Earned thru 07/31/20				\$ 12,299.20
Requisitions Paid thru 07/31/20				\$ (729,506.31)
Remaining Project (Construction) Fund				\$ 808,676.63
Percentage Completed				48.63%

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
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
1/1/20		Interest		\$ 4.46
1/1/20		Transfer from Reserve Fund		\$ 43.07
2/1/20		Interest		\$ 4.51
2/1/20		Transfer from Reserve Fund		\$ 42.95
3/1/20		Interest		\$ 4.16
3/1/20		Transfer from Reserve Fund		\$ 39.06
4/1/20		Interest		\$ 1.70
4/1/20		Transfer from Reserve Fund		\$ 15.82
5/1/20		Interest		\$ 0.22
5/1/20		Transfer from Reserve Fund		\$ 2.01
6/1/20		Interest		\$ 0.23
6/1/20		Transfer from Reserve Fund		\$ 2.08
7/1/20		Interest		\$ 0.20
7/1/20		Transfer from Reserve Fund		\$ 1.88
TOTAL				\$ 320.69
Project (Construction) Fund at 09/30/19				\$ 3,233.74
Interest Earned thru 07/31/20				\$ 320.69
Requisitions Paid thru 07/31/20				\$ -
Remaining Project (Construction) Fund				\$ 3,554.43
Percentage Completed				100.00%

**CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts
Fiscal Year 2020

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

ON ROLL ASSESSMENTS

DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	32.94%	21.11%	45.96%	100.00%
							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
01/16/20	ACH	\$16,882.00	\$506.46	\$0.00	\$0.00	\$16,375.54	\$5,394.01	\$3,456.06	\$7,525.47	\$16,375.54
01/31/20	ACH	\$0.00	\$0.00	\$0.00	\$126.60	\$126.60	\$41.70	\$26.72	\$58.18	\$126.60
02/19/20	ACH	\$5,648.67	\$169.46	\$0.00	\$0.00	\$5,479.21	\$1,804.82	\$1,156.39	\$2,518.00	\$5,479.21
03/17/20	ACH	\$2,952.20	\$88.57	\$0.00	\$0.00	\$2,863.63	\$943.26	\$604.37	\$1,316.00	\$2,863.63
04/09/20	ACH	\$4,185.21	\$125.56	\$0.00	\$0.00	\$4,059.65	\$1,337.23	\$856.79	\$1,865.63	\$4,059.65
05/22/20	ACH	\$1,788.00	\$53.64	\$0.00	\$0.00	\$1,734.36	\$571.29	\$366.04	\$797.03	\$1,734.36
06/04/20	ACH	\$0.00	\$0.00	\$0.00	\$13.82	\$13.82	\$4.55	\$2.92	\$6.35	\$13.82
06/17/20	ACH	\$2,077.46	\$62.32	\$0.00	\$0.00	\$2,015.14	\$663.77	\$425.30	\$926.07	\$2,015.14
TOTAL		\$148,172.22	\$4,445.18	\$0.00	\$140.42	\$143,867.46	\$47,389.15	\$30,363.26	\$66,115.05	\$143,867.46

104%	Net Percent Collected
\$ -	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Ox Bottom Mortgage Holdings, LLC 2020-01					
Net Assessments				\$99,464.00	\$99,464.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
11/6/19	10/1/19	10210	\$8,288.67	\$8,288.67	\$8,288.67
11/6/19	11/1/19	10210	\$8,288.67	\$8,288.67	\$8,288.67
12/3/19	12/1/19	10242	\$8,288.67	\$8,288.67	\$8,288.67
1/7/20	1/1/20	10274	\$8,288.67	\$8,288.67	\$8,288.67
2/7/20	2/1/20	10305	\$8,288.67	\$8,288.67	\$8,288.67
3/10/20	3/1/20	10336	\$8,288.67	\$8,288.67	\$8,288.67
4/21/20	4/1/20	10365	\$8,288.67	\$8,288.67	\$8,288.67
5/13/20	5/1/20	10386	\$8,288.67	\$8,288.67	\$8,288.67
6/9/20	6/1/20	10429	\$8,288.67	\$8,288.67	\$8,288.67
7/10/20	7/1/20	10465	\$8,288.67	\$8,288.67	\$8,288.67
	8/1/20		\$8,288.67		
	9/1/20		\$8,288.67		
\$99,464.04				\$82,886.70	\$82,886.70

Ox Bottom Mortgage Holdings, LLC 2020-02					
Net Assessments				\$134,525.00	\$134,525.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	DEBT SERVICE FUND 2018A-1
4/15/20	4/1/20	Wire	\$67,262.50	\$67,262.50	\$67,262.50
	9/30/20		\$67,262.50		
\$134,525.00				\$67,262.50	\$67,262.50

Ox Bottom Mortgage Holdings, LLC 2020-03					
Net Assessments				\$274,518.69	\$274,518.69
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	DEBT SERVICE FUND 2018A-2
4/15/20	4/1/20	Wire	\$133,068.69	\$133,068.69	\$133,068.69
	9/30/20		\$141,450.00		
\$274,518.69				\$133,068.69	\$133,068.69

Ox Bottom Mortgage Holdings, LLC 2020-04					
Net Assessments				\$170,938.00	\$170,938.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	DEBT SERVICE FUND 2018A-3
4/15/20	4/1/20	Wire	\$85,469.00	\$85,469.00	\$85,469.00
	9/30/20		\$85,469.00		
\$170,938.00				\$85,469.00	\$85,469.00