

*Canopy Community  
Development District*

*Agenda Package  
December 1, 2020*

# *Canopy*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

November 24, 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, December 1, 2020 at 11:00 AM. The meeting will be held at Premier Fine Homes located at 4807 Capital Circle NW Suite 200, Tallahassee, Florida 32303; or by calling in via 267-930-4000 with passcode 401214.** 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. Organizational Matters
  - A. Administration of Oath of Office to Newly Elected Board Members
  - B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2021-02 Electing Officers
4. Approval of Minutes for the October 6, 2020 Board of Supervisors Meeting
5. Acceptance of Minutes for the November 3, 2020 Landowners' Meeting
6. Approval of Annual Auditor Engagement Letter with Carr, Riggs & Ingram, LLC for Fiscal Year 2020
7. Consideration of Work Authorization with Halff Associates, Inc. for Engineering Services Related to Boundary Amendment – to be Provided Under Separate Cover
8. Ratification of Change Order #3 to Contract with Sandco, LLC for Welaunee Boulevard, Segment 3A and Segment 2 Turn Lanes Project
9. Ratification of Work Authorization with GPI for RFP Services for Welaunee Boulevard Segment 3B
10. Ratification of Landscaping Services Agreement with Keep It Grassy, LLC
11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register Summary & Requisition Summary
    - ii. Balance Sheet & Income Statement
12. Other Business
13. Supervisors Requests
14. Adjournment

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

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

The third order of business is Organizational Matters. Section A is the Administration of Oath of Office to the Newly Elected Board members with copies enclosed. Section B is the Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election. A copy of Resolution 2021-01 is enclosed for your review and approval. Section D is the Consideration of Resolution 2021-02 Electing Officers and a copy of Resolution 2021-02 is enclosed for your review and approval.

The fourth order of business is the Approval of Minutes for the October 6<sup>th</sup>, 2020 meeting. A copy of the minutes is enclosed for your review and approval.

The fifth order of business is the Acceptance of Minutes for the November 3<sup>rd</sup>, 2020 Landowners' Meeting. A copy of the minutes is enclosed for your review.

The sixth order of business is the Approval of the Annual Auditor Engagement Letter with Carr, Riggs & Ingram, LLC for Fiscal Year 2020. A copy of the letter is enclosed for your review and approval.

The eighth order of business is Ratification of Change Order #3 to Contract with Sandco, LLC for Welaunee Boulevard, Segment 3A and Segment 2 Turn Lanes Project. A copy of the change order is enclosed for your review.

The ninth order of business is the Ratification of the Work Authorization with GPI for REP Services for Welaunee Boulevard Segment 3B. A copy of the work authorization is enclosed for your review.

The tenth order of business is the Ratification of Landscaping Services Agreement with Keep It Grassy, LLC. A copy of the agreement along with a breakdown of the maintenance package is enclosed for your review.

The eleventh 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 enclosed for your review and approval. Sub-Section 2 is the Balance Sheet and Income Statement 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

Enclosures

# AGENDA



*Canopy*  
*Community Development District*  
**Meeting Agenda**

**Tuesday  
December 1, 2020  
11:00 a.m.**

**Premier Fine Homes  
4807 Capital Circle NW Suite 200  
Tallahassee, Florida 32303  
Call In #: 267-930-4000  
Participation Passcode #:401214**

**Board of Supervisors Meeting**

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11. Staff Reports
  - A. Attorney
  - B. Engineer

C. District Manager's Report

- i. Approval of Check Register Summary & Requisition Summary
- ii. Balance Sheet & Income Statement

12. Other Business

13. Supervisors Requests

14. Adjournment

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

## SECTION III

# SECTION A

**Canopy**  
**Community Development District**  
**Board of Supervisors**  
**Oath of Office**

I, Tom Asbury a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the Canopy Community Development District and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Signature: \_\_\_\_\_

Address: 4708 Capital Circle NW Suite 200

Tallahassee, FL 32303

County of Residence: Leon

Telephone#: 850-933-5899

E-mail: tasbury@homesbypremier.com

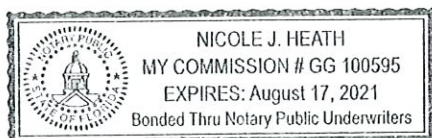
Date: 11-19-20

**Acknowledgement of Oath Being Taken**

STATE OF FLORIDA }  
COUNTY OF Leon }

The foregoing instrument was acknowledged before me this 19 day of November, 2020 by, Tom Asbury, who personally appeared before me, and is personally known to me or has produced N/A as identification and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors for Canopy Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

[NOTARY SEAL]



Nicole Heath

Notary Public, State of Florida

Nicole Heath

Print Name

Commission No.: \_\_\_\_\_

Expiration: 8/17/2021

**Canopy**  
**Community Development District**  
**Board of Supervisors**  
**Oath of Office**

I, Colleen Castille a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the Canopy Community Development District and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Signature: Colleen M Castille

Address: 3209 Adwood Drive  
Tallahassee, FL 32312

County of Residence: Leon

Telephone#: 850-566-5791

E-mail: colleen@colleencastille.com

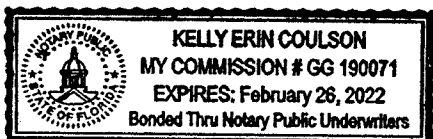
Date: 11-25-2020

**Acknowledgement of Oath Being Taken**

STATE OF FLORIDA }  
COUNTY OF Leon }

The foregoing instrument was acknowledged before me this 25 day of November, 2020 by, Colleen Castille, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors for Canopy Community Development District, and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

[NOTARY SEAL]



Kelly Coulson  
Notary Public, State of Florida

Kelly Coulson  
Print Name

Commission No.: GG 190071

Expiration: 2/26/22

# SECTION B

## RESOLUTION 2021-01

### A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing five (5) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on November 3, 2020 at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

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

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

| <u>Supervisor</u>       | <u># of Votes</u> | <u>Terms</u> |
|-------------------------|-------------------|--------------|
| <u>Tom Ashbury</u>      | <u>380</u>        | 4 Year Term  |
| <u>Colleen Castille</u> | <u>380</u>        | 4 Year Term  |
| <u>David Brady</u>      | <u>375</u>        | 2 Year Term  |

2. The terms of office shall commence immediately upon the adoption of this Resolution:  
Adopted this 1<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



**OFFICIAL BALLOT**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**LEON COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER 3, 2020**

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**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Canopy Community Development District and described as follows:



| <u>Description</u>                 | <u>Acreage</u> |
|------------------------------------|----------------|
| ____ Parcel ID#1115204050000 _____ | ____ 126.90    |
| ____ Parcel ID#1114204050000 _____ | ____ 258.39    |
| ____ Total _____                   | ____ 385.29    |

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, Tom Asbury, as Landowner, or as the proxy holder of Ox Bottom Mortgage Holdings, LLC (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

| SEAT # | NAME OF CANDIDATE | NUMBER OF VOTES  |
|--------|-------------------|--|
| 3      | David Brady       | <del>380</del> 375  |
| 4      | Colleen Castille  | <del>375</del> 380  |
| 5      | Tom Asbury        | 380  |

Date: November 3, 2020

Signed: 

Printed Name: Tom Asbury

|  |
|--|
| <b>Canopy CDD</b><br><b>Ox Bottom Mortgage Holdings, LLC</b> |
|--|

| Parcel ID     | Description       | Acres  |
|---------------|-------------------|--------|
| 1115204050000 | Assessment Area 2 | 126.9  |
| 1114204050000 | Assessment Area 3 | 258.39 |
| Total Acreage |                   | 385.29 |

# SECTION D

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CANOPY COMMUNITY DEVELOPMENT DISTRICT ELECTING  
THE OFFICERS OF THE DISTRICT AND PROVIDING FOR 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; and

**WHEREAS**, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

- Section 1.** \_\_\_\_\_ is elected Chairperson.
- Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.
- Section 3.** \_\_\_\_\_ is elected Secretary.
- Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.
- Section 5.** \_\_\_\_\_ is elected Treasurer.
- Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.
- Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of December, 2020 .

**ATTEST:**

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

## SECTION IV

**MINUTES OF MEETING  
CANOPY  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, **October 6, 2020** at 11:00 a.m. at the South Wood Community Center, 4675 Grove Park Drive, Tallahassee, Florida and via Zoom.

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  |
| Jennifer Kilinski   | District Counsel  |
| Tim Stackhouse      | District Engineer |
| Darrin Mossing, Jr. | GMS               |

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Marciniak asked is there any progress in the development of the pool and the clubhouse? Mr. Asbury stated it took a while to get the permit for the pool and we now have that permit. The pool contactor is supposed to start tomorrow. As to the clubhouse the price of lumber increased by 170% in the last month, we had some things to work through and hopefully they will be starting in another week.

Ms. Marciniak asked is the completion date still December/January or will this delay it more? Mr. Asbury stated it depends on the weather and by March we should be in good shape.

Ms. Marciniak stated we have spoken with Jason with regard to Keep it Grassy and he is not keeping it up. Will this be up for discussion today with regard to his contract being canceled

and looking at the other possibilities that Jason has looked into as to hiring someone else. The development does not look up to par and the community is unhappy with their performance.

Ms. Kilinski stated this is the first I heard about that. We have a contract for certain of the public lands with Keep it Grassy, so it depends on where the deficiencies are being noted. I think staff can work with onsite folks to identify where those deficiencies are and give them a final opportunity to cure those and get other proposals. The threshold isn't such that we have to go out and publicly bid it. We have gone through two landscape contractors finding folks that are responsive and capable of doing the work well but we can look at other proposals to bring back to the board at a future meeting and in the meantime identify the deficiencies, give them some written warning and notice under the contract and address that at your next meeting.

Mr. Asbury stated we will work on solving the landscape issue.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes**

#### **July 21, 2020 Special Meeting**

On MOTION by Mr. Russell seconded by Mr. Patterson with all in favor the minutes of the July 21, 2020 special meeting were approved as presented.

#### **September 1, 2020 Regular Meeting**

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the September 1, 2020 meeting were approved as presented.

### **FOURTH ORDER OF BUSINESS**

### **Consideration of Change Order to Agreement for Clubhouse Construction**

Mr. Mossing stated the change order was enclosed in your agenda package and consists of the removal of two pickleball courts and volleyball court and add one tennis court.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the change order to the contract with Baycrest Corporation for the change in plans to include one tennis court and two pickleball courts with no change in contract price was approved.

**FIFTH ORDER OF BUSINESS****Ratification of Change Order for Welaunee Boulevard, Segment 3A Project**

Mr. Asbury stated they value engineered this contract. The roundabout is the main thing that changed, the way it was originally designed was very expensive and the city accepted a new design and there were some landscaping changes. Those changes resulted in a decrease to the contract of \$316,148.10 ending with a contract price of \$4,466,053.40. the city and Blueprint have agreed to this change order.

On MOTION by Mr. Asbury seconded by Mr. Patterson with all in favor the change order for Welaunee Boulevard segment 3A project with Sandco for a net decrease of \$316,148.10 was ratified.

**SIXTH ORDER OF BUSINESS****Ratification of Work Authorization with Dantin Consulting for Welaunee Boulevard CEI Services**

Mr. Mossing stated the work authorization was enclosed in your agenda package and is in the amount of \$10,500.

Mr. Asbury stated we put this out to our approved engineering firms and Keith Dantin came back with a reasonable number and that is the direction we chose to go.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the work authorization with Dantin Consulting for Welaunee Boulevard CEI services in an amount not to exceed \$10,500 was ratified.

**SEVENTH ORDER OF BUSINESS****Ratification of the Segment 3B Construction Project Agreement with Sandco to Maintain Bid Pricing**

Mr. Mossing stated the agreement to hold the bid pricing was enclosed in your agenda package. Sandco has agreed to hold their bid pricing until March 13, 2021. Ms. Kilinski stated we did this for 3A as well given the anticipated schedule for 3A followed by 3B to make sure we had the pricing secured based on the discussions we have had on the interlocal agreement, which is next on the agenda.



On MOTION by Mr. Russell seconded by Mr. Asbury with all in favor segment 3B construction project agreement with Sandco to maintain bid pricing was ratified.

**EIGHTH ORDER OF BUSINESS****Update on Amendment to Interlocal Agreement with City of Tallahassee and Blueprint**

Ms. Kilinski stated at the last meeting the board approved in substantial form an amended and restated interlocal agreement. That was considered by both Blueprint and the City of Tallahassee commission and was approved in the same form you previously approved, so we don't need to bring that back for ratification because there have been no changes since your last approval. That has been executed and recorded and now we are waiting on the recording of bonds related to the construction of Segment 3A. The district's contractor as well as Blueprint has executed those bonds, we are just waiting on the city's signature. We have already had a preconstruction meeting this past Friday and I anticipate the notice to proceed to come in the next couple of days.

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

There being none, the next item followed.

**B. Engineer**

There being none, the next item followed.

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

On MOTION by Mr. Russell seconded by Mr. Asbury 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.

**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 Ms. Castille seconded by Mr. Patterson with all in favor the meeting adjourned at 11:20 a.m. |
|---|

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION V

**MINUTES OF MEETING  
CANOPY  
COMMUNITY DEVELOPMENT DISTRICT**

The Canopy Community Development District held a Landowners' Meeting on Tuesday, **November 3, 2020** at 11:00 a.m. at Hopping, Green and Sams, PA, 119 S. Monroe St. #300, Tallahassee, Florida and via Conference Call.

Present were:

Tom Asbury  
Darrin Mossing  
Lauren Gentry

Landowner  
District Manager  
Hopping, Green and Sams, PA

**FIRST ORDER OF BUSINESS**

**Determination of the Number of Voting Units  
Represented**

Mr. Mossing stated there are 380 units represented.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Mossing called to order the meeting of the landowners Tuesday, November 3, 2020 at 11:00 AM at the office of Hopping, Green and Sams, P.A., 1109 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

**THIRD ORDER OF BUSINESS**

**Election of a Chairman for the Purpose of  
Conducting the Landowners' Meeting**

Mr. Asbury stated I will elect Darrin Mossing as Chairman for purpose of conducting landowners meeting.

**FOURTH ORDER OF BUSINESS**

**Nominations for Position of Supervisor**

Mr. Asbury stated I nominate myself, Colleen Castille and David Brady for position of Supervisor.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Ashbury provided an official ballot and Mr. Mossing continued on to the next order of business.

**SIXTH ORDER OF BUSINESS**

**Ballot Tabulation**

Mr. Mossing stated that Tom Asbury and Colleen Castille both received 380 votes and David Brady received 375 votes.

**SEVENTH ORDER OF BUSINESS**

**Landowner's Questions and Comments**

There being none, Mr. Ashbury adjourned the Landowners' Meeting at 11:05am.

# SECTION VI



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

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

October 21, 2020

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

We are pleased to confirm our understanding of the services we are to provide Canopy Community Development District for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Canopy Community Development District as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Canopy Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Canopy Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

### **Audit Objectives**

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

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

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

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

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



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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

## **Other Services**

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

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

## **Management Responsibilities**

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

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

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

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

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

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

## **Engagement Administration, Fees, and Other**

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

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

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

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

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

District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

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

We expect to begin our audit on approximately January 1, 2021 and to issue our reports no later than April 30, 2021. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$5,350. This agreement provides for a contract period of one (1) year. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. CRI may terminate this agreement with cause by providing thirty (30) days written notice to the District. The District may terminate this agreement with or without cause by providing thirty (30) days written notice to CRI. The District will be obligated to pay all invoices for services rendered prior to the date of the notice for termination.

## **Dispute Resolution**

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

## **Limitation of Liability**

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

## **Governing Law; Venue**

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

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

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

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or

environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

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

Very truly yours,

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

**CARR, RIGGS & INGRAM, LLC**  
**Certified Public Accountants**

RESPONSE:

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

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## SECTION VIII



CHANGE ORDER NO. 3Date of Issuance: 11/18/20

Effective Date: \_\_\_\_\_

|  |  |   |
|--|--|---|
| Project: <b>Welaunee Blvd - Segment 3A</b>                                 | District: <b>Canopy Community Development District</b> | District's Contract No.:                    |
| Contract: <b>EJCDC, Welaunee Blvd - Segment 3A and Segment 2 Turnlanes</b> |  | Date of Contract: <b>September 25, 2020</b> |
| Contractor: <b>Sandco, LLC</b>   |  | Engineer's Project No.:                     |

The foregoing agreement is modified as follows upon execution of this Change Order.

Description: **CDD Direct Material Purchase from Consolidated Pipe & Supply Co., Inc. - See Exhibit A attached hereto.**

Attachments: \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

**\$4,782,201.50**

Increase/Decrease from prior Change Orders:

**(\$324,958.10)****\$4,457,243.40**

Increase/Decrease of this Change Order:

**(\$657,084.75)**

Contract Price Incorporating this Change Order:

**\$3,800,178.65****CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days  
Times:Substantial completion (days or date): **149 days**Ready for final payment (days or date): **179 days**

Increase/Decrease from previously approved Change Orders

No. 1 to No. 2:

Substantial completion (days):

Ready for final payment (days):

Substantial completion (days or date): **149 days**Ready for final payment (days or date): **179 days**

Increase/Decrease of this Change Order:

Substantial completion (days or date): **149 days**Ready for final payment (days or date): **179 days**

Contract Times with all approved Change Orders:

Substantial completion (days or date): **149 days**Ready for final payment (days or date): **179 days**RECOMMENDED BY:  
DANTIN CONSULTING, LLCBy: [Signature]  
Title: V.P.  
Date: 11/19/20ACCEPTED:  
CANOPY COMMUNITY DEVELOPMENT  
DISTRICTBy: [Signature]  
Title: Chairman  
Date: 11-19-20ACCEPTED:  
SANDCO, LLCBy: [Signature]  
Title: Manager  
Date: 11/18/20

EXHIBIT A

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: Edward Screven, Consolidated Pipe & Supply Co., Inc.

ADDRESS: 4453 Entrepot Blvd., Tallahassee, FL 32310

TELEPHONE NUMBER: ESCREVEN@CONSOLIDATEDPIPE.COM 850-575-0846

2. Manufacturer or brand, model or specification number of the item.

See attached

3. Quantity needed as estimated by CONTRACTOR. See attached

4. The price quoted by the supplier for the construction materials identified above.

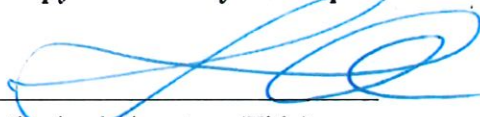
\$ See attached

5. The sales tax associated with the price quote. \$ 0

6. Shipping and handling insurance cost. \$ See attached

7. Delivery dates as established by CONTRACTOR. See attached

OWNER: **Canopy Community Development District**

  
Authorized Signature (Title)

10/01/2020  
Date

CONTRACTOR: Sandco, LLC

  
Authorized Signature (Title)

Project Manager  
Date

09/30/2020

**Attachment: Purchase Order and Schedule of Items**

### CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Canopy Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017332394C-1, affirms that the tangible personal property purchased pursuant to a Purchase Order from Consolidated Pipe & Supply Co., Inc. (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated 9/25/2020 with Sandco, LLC (Contractor) for the construction of public infrastructure associated with Canopy Units 4 & 5.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

*You must initial each of the following requirements.*

- 8 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 8 2. The vendor's invoice will be issued directly to Governmental Entity.
- 8 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 8 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 8 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

  
Signature of Authorized Representative

Chairman

Title

Tom Asbury, CDD

10/01/2020

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: 85-8017332394C-1

Telephone Number: 877-888-1002

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



**PURCHASE ORDER**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**

| <b>"Owner"</b> |  | <b>"Seller"</b>             |  |
|----------------|--|-----------------------------|--|
| Owner:         | Canopy Community Development District  | Seller:                     | Consolidated Pipe & Supply Co., Inc.         |
| Address:       | c/o Governmental Management Services - Central Florida, LLC<br>219 E. Livingston Street<br>Orlando, FL 32801 | Address:<br>Billing Address | 4453 Entrepot Blvd.<br>Tallahassee, FL 32310 |
| Phone:         | 407-841-5524   | Phone:                      | 850-575-0846                                 |

| <b>"Project"</b> |  |                |                    |
|------------------|--|----------------|--------------------|
| Project Name:    | Welaunce Blvd. Segment 3A & Seg 2 Turn Lanes | Contract Date: | September 25, 2020 |
| Project Address: | Tallahassee, Florida                         |                |                    |

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the Items ("Goods") listed in the proposal attached as Exhibit A.

Schedule – The Goods shall be delivered within 60 days from the date of this Order.

Price – **\$ 611,223.02**

Certificate of Exemption # 85-8017332394C-1

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Canopy Community Development District

Owner

By: 

Name: Tom Asbury

Title: Chairman

Date Executed: 10/01/2020

Consolidated Pipe & Supply Co., Inc.

Seller

By: 

Name: Edward Screven

Title: Salesman

Date Executed: 09/30/2020

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

See Attached Quote.

C O N S O L I D A T E D   P I P E   A N D   S U P P L Y   C O . ,   I N C .  
C U S T O M E R   Q U O T E

4453 ENTREPOT BLVD  
TALLAHASSEE FL 32310

Quote Nbr: 249764 001  
Quote Date: 4/10/2020

Page 1

Job: WELAUNEE SEG 3A

PHONE 850-575-0846  
FAX 850-575-0940  
TOLL FREE

-

Good Until: 5/10/2020  
To: EDWARD  
Email: ESCREVEN@CONSOLIDATEDPIPE.COM

| Qty            | Size/Wall/Description                       | Price        | Extended Price |
|----------------|---|--------------|----------------|
| SEWER PIPE     |   |              |                |
| 1848.0         | 8 SDR26 PVC 3034 GS GREEN 14<br>GSKT        | 415.00 CFT   | 7,669.20       |
| 260.0          | 8 DR18 C-900 PC235 SWR CIS<br>GREEN 20 GSKT | 670.00 CFT   | 1,742.00       |
| 180.0          | 8 CL350 DI TJ PIPE<br>W/PERMOX-CTF LINING   | 3,550.00 CFT | 6,390.00       |
| 3000.0         | #10 GREEN HF-CCS PE30 TRACER<br>WIRE 500    | 17.00 CFT    | 510.00         |
| 3.0            | 8 TRUAN C900XSDR35 PVC ADPT                 | 135.00 EA    | 405.00         |
| 2.0            | 8 PVC SWR SW CAP                            | 18.00 EA     | 36.00          |
| 1.0            | 8 SDR26 GXGXG SWR TEE                       | 99.00 EA     | 99.00          |
| 2.0            | 1253 3M SWR LOCATOR                         | 18.00 EA     | 36.00          |
| SEWER MANHOLES |   |              |                |
| 1.0            | 6-8 SEWER MANHOLE<br>SSMH-460               | 1,716.45 EA  | 1,716.45       |
| 3.0            | 8-10 SEWER MANHOLE<br>SSMH-451,420,400      | 1,931.12 EA  | 5,793.36       |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

Page 2

| Qty    | Size/Wall/Description                           | Price        | Extended Price |
|--------|---|--------------|----------------|
| 2.0    | SEWER MAHOLE<br>SSMH-450,465                    | 2,245.85 EA  | 4,491.70       |
| 3.0    | 12-14 SEWER MANHOLE<br>SSMH-430,403,410         | 2,481.38 EA  | 7,444.14       |
| 2.0    | 14-16 SEWER MANHOLE<br>SSMH-440,404             | 2,801.71 EA  | 5,603.42       |
| 1.0    | 16-18 SEWER MANHOLE<br>SSMH-405                 | 3,138.12 EA  | 3,138.12       |
|        |   | Subtotal:    | 28,187.19      |
|        | WATER PIPE                                      |              |                |
| 2660.0 | 12 DR18 PVC C-900 PC 235 CIS<br>BLUE 20 GSKT    | 1,466.00 CFT | 38,995.60      |
| 80.0   | 8 DR18 VUL PVC C-900 PC 235<br>CIS BLUE 20 GSKT | 670.00 CFT   | 536.00         |
| 140.0  | 6 DR18 PVC C-900 PC 235 CIS<br>BLUE 20 GSKT     | 405.00 CFT   | 567.00         |
| 3500.0 | #10 BLUE HF-CCS PE30 BLUE<br>TRACER WIRE 500    | 17.00 CFT    | 595.00         |
| 46.0   | 12 STAR PRC 1112 BJ RESTRAINT                   | 125.00 EA    | 5,750.00       |
| 3.0    | 8 STAR PRC 1108 BJ RESTRAINT                    | 65.00 EA     | 195.00         |
| 5.0    | 6 STAR PRC 1106 BJ RESTRAINT                    | 44.00 EA     | 220.00         |
|        |   | Subtotal:    | 46,858.60      |
|        | MJ FITTINGS                                     |              |                |
| 1.0    | 12 CDI MJ 90 L/ACC                              | 450.00 EA    | 450.00         |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

Page 3

| Qty  | Size/Wall/Description                        | Price     | Extended Price |
|------|--|-----------|----------------|
| 3.0  | 12 CDI MJ 45 L/ACC                           | 335.00 EA | 1,005.00       |
| 3.0  | 12 CDI MJ 22-1/2 L/ACC                       | 300.00 EA | 900.00         |
| 1.0  | 12 CDI MJ TEE L/ACC                          | 495.00 EA | 495.00         |
| 1.0  | 12 CDI MJ LP SLV L/ACC                       | 255.00 EA | 255.00         |
| 1.0  | 12X8 CDI MJ TEE L/ACC                        | 398.00 EA | 398.00         |
| 1.0  | 12X6 CDI MJ HYD TEE L/ACC                    | 400.00 EA | 400.00         |
| 1.0  | 8 CDI MJ CAP L/ACC                           | 70.00 EA  | 70.00          |
| 1.0  | 6 CDI MJ CAP L/ACC                           | 48.00 EA  | 48.00          |
| 2.0  | 12 CDI MJ CAP L/ACC                          | 125.00 EA | 250.00         |
| 4.0  | 3M 1252 WTR LOCATOR                          | 18.00 EA  | 72.00          |
| 25.0 | 12 STAR PVC4012 MEGALUG<br>DOMESTIC C900 IPS | 83.00 EA  | 2,075.00       |
| 25.0 | 12 06 REG MJ B&G SET L/GLD                   | 17.00 EA  | 425.00         |
| 2.0  | 8 STAR PVC4008 MEGALUG<br>DOMESTIC C900 IPS  | 44.00 EA  | 88.00          |
| 2.0  | 8 06 REG MJ B&G SET L/GLD                    | 12.00 EA  | 24.00          |
| 1.0  | 6 STAR PVC4006 MEGALUG<br>DOMESTIC C900 IPS  | 29.00 EA  | 29.00          |
| 1.0  | 6 06 REG MJ B&G SET L/GLD                    | 11.50 EA  | 11.50          |
|      | Subtotal:                                    |           | 6,995.50       |



## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

Page 4

| Qty             | Size/Wall/Description                            | Price       | Extended Price |
|-----------------|--|-------------|----------------|
| 12" GATE VALVES |  |             |                |
| 5.0             | 12 MUL A2361-23 MJ GV OL NT<br>L/ACC             | 1,485.00 EA | 7,425.00       |
| 5.0             | 5-1/4 DOMESTIC 2PC 461S CI VAL<br>BX SCR D W/LID | 95.00 EA    | 475.00         |
| 10.0            | 12 STAR PVC4012 MEGALUG<br>DOMESTIC C900 IPS     | 83.00 EA    | 830.00         |
| 10.0            | 12 06 REG MJ B&G SET L/GLD                       | 17.00 EA    | 170.00         |
| Subtotal:       |  |             | 8,900.00       |
| 8" GATE VALVES  |  |             |                |
| 2.0             | 8 MUL A2361-23 MJ GV OL NT<br>L/ACC              | 775.00 EA   | 1,550.00       |
| 2.0             | 5-1/4 DOMESTIC 2PC 461S CI VAL<br>BX SCR D W/LID | 95.00 EA    | 190.00         |
| 4.0             | 8 STAR PVC4008 MEGALUG<br>DOMESTIC C900 IPS      | 44.00 EA    | 176.00         |
| 4.0             | 8 06 REG MJ B&G SET L/GLD                        | 12.00 EA    | 48.00          |
| Subtotal:       |  |             | 1,964.00       |
| 6" GATE VALVE   |  |             |                |
| 1.0             | 6 MUL A2361-23 MJ GV OL NT<br>L/ACC              | 485.00 EA   | 485.00         |
| 1.0             | 5-1/4 DOMESTIC 2PC 461S CI VAL<br>BX SCR D W/LID | 95.00 EA    | 95.00          |
| 1.0             | 6 STAR PVC4006 MEGALUG<br>DOMESTIC C900 IPS      | 29.00 EA    | 29.00          |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty    | Size/Wall/Description                            | Price        | Extended Price |
|--------|--|--------------|----------------|
| 2.0    | 6 06 REG MJ B&G SET L/GLD                        | 11.50 EA     | 23.00          |
|        |  | Subtotal:    | 632.00         |
|        | FIRE HYDRANTS                                    |              |                |
| 8.0    | 12X6 CDI MJ HYD TEE L/ACC                        | 389.00 EA    | 3,112.00       |
| 8.0    | 6 MUL A2361-23 MJ GV OL NT<br>L/ACC              | 485.00 EA    | 3,880.00       |
| 8.0    | 5-1/4 DOMESTIC 2PC 461S CI VAL<br>BX SCR D W/LID | 95.00 EA     | 760.00         |
| 182.0  | 6 MCWANE CL-350 SJ DI PIPE 18                    | 1,395.00 CFT | 2,538.90       |
| 1.0    | 6 MCWANE TYTON SURE STOP GSKT                    | 89.00 EA     | 89.00          |
| 8.0    | A423 523509 5-1/4 VO 4' BY OR<br>5" STORZ L/ ACC | 1,875.00 EA  | 15,000.00      |
| 16.0   | 12 STAR PVC4012 MEGALUG<br>DOMESTIC C900 IPS     | 83.00 EA     | 1,328.00       |
| 16.0   | 12 06 REG MJ B&G SET L/GLD                       | 17.00 EA     | 272.00         |
| 16.0   | 6 STAR SGDP06 MEGALUG DIP<br>DOMESTIC            | 24.00 EA     | 384.00         |
| 24.0   | 6 06 REG MJ B&G SET L/GLD                        | 11.50 EA     | 276.00         |
|        |  | Subtotal:    | 27,639.90      |
|        | STORM PIPE                                       |              |                |
| 1900.0 | 18 HP STORM PIPE                                 | 1,096.00 CFT | 20,824.00      |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty    | Size/Wall/Description | Price        | Extended Price |
|--------|-----------------------|--------------|----------------|
| 560.0  | 24 HP STORM PIPE      | 1,868.00 CFT | 10,460.80      |
| 60.0   | 30 HP STORM PIPE      | 3,145.00 CFT | 1,887.00       |
| 200.0  | 36 HP STORM PIPE      | 3,261.00 CFT | 6,522.00       |
| 1200.0 | 48 HP STORM PIPE      | 5,365.00 CFT | 64,380.00      |
| 1680.0 | 60 HP STORM PIPE      | 8,425.00 CFT | 141,540.00     |
|        |                       | Subtotal:    | 245,613.80     |
|        | STORM STRUCTURES      |              |                |
| 1.0    | S-734                 | 3,995.00 EA  | 3,995.00       |
| 1.0    | S-T-90                | 5,072.29 EA  | 5,072.29       |
| 1.0    | S-731                 | 8,315.82 EA  | 8,315.82       |
| 1.0    | S-730                 | 6,889.75 EA  | 6,889.75       |
| 1.0    | S-667                 | 8,293.08 EA  | 8,293.08       |
| 1.0    | S-665                 | 1,147.74 EA  | 1,147.74       |
| 1.0    | S-560                 | 1,134.65 EA  | 1,134.65       |
| 1.0    | S-550                 | 8,429.67 EA  | 8,429.67       |
| 1.0    | S-570                 | 3,620.10 EA  | 3,620.10       |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty | Size/Wall/Description | Price        | Extended Price |
|-----|-----------------------|--------------|----------------|
| 1.0 | S-590                 | 3,991.58 EA  | 3,991.58       |
| 1.0 | S-591                 | 1,196.88 EA  | 1,196.88       |
| 1.0 | S-668                 | 1,410.52 EA  | 1,410.52       |
| 1.0 | S-669                 | 4,866.69 EA  | 4,866.69       |
| 1.0 | S-670                 | 3,674.32 EA  | 3,674.32       |
| 1.0 | S-671                 | 3,806.54 EA  | 3,806.54       |
| 1.0 | S-660                 | 11,190.00 EA | 11,190.00      |
| 1.0 | S-T-80                | 5,579.01 EA  | 5,579.01       |
| 1.0 | S-672                 | 4,085.97 EA  | 4,085.97       |
| 1.0 | S-T-70                | 5,567.16 EA  | 5,567.16       |
| 1.0 | S-683                 | 1,410.52 EA  | 1,410.52       |
| 1.0 | S-682                 | 5,567.24 EA  | 5,567.24       |
| 1.0 | S-681                 | 3,905.00 EA  | 3,905.00       |
| 1.0 | S-680                 | 6,948.58 EA  | 6,948.58       |
| 1.0 | S-T-60                | 6,522.11 EA  | 6,522.11       |
| 1.0 | S-T-50                | 2,586.72 EA  | 2,586.72       |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty | Size/Wall/Description | Price       | Extended Price |
|-----|-----------------------|-------------|----------------|
| 1.0 | S-690                 | 9,647.11 EA | 9,647.11       |
| 1.0 | S-692                 | 1,147.74 EA | 1,147.74       |
| 1.0 | S-702                 | 1,147.74 EA | 1,147.74       |
| 1.0 | S-700                 | 5,510.83 EA | 5,510.83       |
| 1.0 | S-T-45                | 2,358.71 EA | 2,358.71       |
| 1.0 | S-712                 | 3,095.00 EA | 3,095.00       |
| 1.0 | S-711                 | 2,788.00 EA | 2,788.00       |
| 1.0 | S-710                 | 3,878.55 EA | 3,878.55       |
| 1.0 | S-720                 | 3,663.25 EA | 3,663.25       |
| 1.0 | S-721                 | 3,195.73 EA | 3,195.73       |
| 1.0 | S-715                 | 8,044.45 EA | 8,044.45       |
| 1.0 | S-T-40                | 2,573.45 EA | 2,573.45       |
| 1.0 | S-724                 | 2,219.00 EA | 2,219.00       |
| 1.0 | S-725                 | 1,134.65 EA | 1,134.65       |
| 1.0 | S-T-30                | 3,083.59 EA | 3,083.59       |
| 1.0 | S-T-20                | 1,153.02 EA | 1,153.02       |

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty   | Size/Wall/Description   | Price        | Extended Price |
|-------|-------------------------|--------------|----------------|
| 1.0   | S-T-10                  | 3,259.25 EA  | 3,259.25       |
| 1.0   | S-722                   | 5,175.57 EA  | 5,175.57       |
| 1.0   | S-726                   | 2,545.00 EA  | 2,545.00       |
| 1.0   | S-723                   | 2,382.80 EA  | 2,382.80       |
| 1.0   | S-728                   | 1,683.16 EA  | 1,683.16       |
| 1.0   | S-729                   | 1,621.49 EA  | 1,621.49       |
| 1.0   | S-727                   | 2,358.71 EA  | 2,358.71       |
| 16.0  | P5 TOP                  | 805.26 EA    | 12,884.16      |
| 8.0   | P6 TOP                  | 1,263.16 EA  | 10,105.28      |
|       |                         | Subtotal:    | 215,863.18     |
|       | ADD STRUCTURES          |              |                |
| 1.0   | S-691                   | 3,428.42 EA  | 3,428.42       |
| 1.0   | SSMH-466                | 2,622.27 EA  | 2,622.27       |
|       |                         | Subtotal:    | 6,050.69       |
|       | TURN LANES              |              |                |
| 120.0 | 18 ADS HP STORM PP PIPE | 1,096.00 CFT | 1,315.20       |

## C O N S O L I D A T E D   P I P E   A N D   S U P P L Y   C O . ,   I N C .

## C U S T O M E R   Q U O T E

Quote Nbr: 249764 001

Quote Date: 4/10/2020

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| Qty | Size/Wall/Description         | Price       | Extended Price |
|-----|-------------------------------|-------------|----------------|
| 1.0 | TYPE C INLET INV. 194.67      | 1,043.25 EA | 1,043.25       |
| 1.0 | TYPE C INLET INV. 193.67      | 1,043.25 EA | 1,043.25       |
| 1.0 | TYPE 5 CURB INLET INV. 198.20 | 1,424.00 EA | 1,424.00       |
| 1.0 | P5 TOP                        | 805.26 EA   | 805.26         |
|     |                               | Subtotal:   | 5,630.96       |

|           |            |
|-----------|------------|
| Subtotal: | 611,223.02 |
|-----------|------------|

|           |           |
|-----------|-----------|
| Tax: 7.5% | 45,841.73 |
|-----------|-----------|

|        |            |
|--------|------------|
| Total: | 657,064.75 |
|--------|------------|

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, ~~and shall be fit for use on the District's Project.~~ Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if



such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced **or non-cancelable materials** pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 10/15

|                    |                |                 |                      |
|--------------------|----------------|-----------------|----------------------|
| 85-8017332394C-1   | 08/16/2017     | 08/31/2022      | MUNICIPAL GOVERNMENT |
| Certificate Number | Effective Date | Expiration Date | Exemption Category   |

This certifies that

CANOPY COMMUNITY DEVELOPMENT DISTRICT  
135 W CENTRAL BLVD STE 320  
ORLANDO FL 32801-2435

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# SECTION IX



July 29, 2020

**Canopy Community Development District**

City of Tallahassee, Florida

Subject: **Work Authorization Number 5  
Welaunee Blvd Segment 3B RFP Preparation  
Canopy Community Development District**

Dear Chairman, Board of Supervisors:

Greenman-Pedersen, Inc. ("Engineer") is pleased to submit this work authorization Construction Administration services to the Canopy Community Development District ("District"). The Engineer shall act as representative for the Owner in providing assistance in managing the Requests for Proposals ("RFP") process for Welaunee Boulevard Segment 3B.

We will provide these services pursuant to our current agreement dated August 18, 2017 ("Engineering Agreement") as follows:

**Scope of Work:**

The District will engage Engineer to provide:

**Task 1: Request for Proposal (RFP) Preparation:**

- Develop Bid Quantities and related FDOT Pay Items and summary boxes
- Develop Technical Specifications
- Assist CDD in the development of the RFP Package (Limited to 2 meetings either physical, or virtual not including those listed below)
- Attend and Conduct Pre-proposal meeting (1 meeting)
- Attend and hold Bid Opening Meeting (1 meeting)
- Respond to any Bid Questions (1 round of responses)
- Issue Addendums to Project (Up to 2 Addendums)

**Exclusions:**

The following tasks are excluded from this scope of work:

- Analysis of Bids, or analysis of interlocal
- Physical meetings, conference or virtual calls not listed above
- Additional Addendums not listed above

**Direct Expenses:**

Any materials testing by an independent testing lab, certified mail, postage, reproduction of plans (copies), mileage (out of town travel), etc. that may be encountered on the project will be billed as a direct expense.



**Fees:**

**Task 1: Request for Proposal (RFP) Preparation:**      **\$16,500.00** Lump Sum

Additional requested work outside the above listed scope will be performed at hourly rates with prior Client Approval.

**Direct Expenses:**      \$500.00

Please feel free to reach out to me if there are any misunderstandings to the scope provided above. We look forward to beginning this project and look forward to our continued business together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'TS', is positioned above the printed name.

Tim Stackhouse, PE  
GPI - Senior Project Manager

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

APPROVED AND ACCEPTED

By:    
9FCFBE9D6DEC43B...  
Authorized Representative of  
Canopy Community Development District

# SECTION X

## LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Canopy Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Leon County, Florida, and having offices at c/o 219 E. Livingston Street, Orlando, Florida 32801 ("District"); and

**Keep it Grassy LLC**, a Florida Limited Liability Company, whose address is 2717 Hastings Drive, Tallahassee, Florida 32308 ("Contractor," and collectively with the District, "Parties").

### RECITALS

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

**WHEREAS**, the cost of such services are anticipated to be below the competitive bidding thresholds as provided by Florida law; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (together, "Work"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees ~~that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in EXHIBIT A.~~ The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the

→ that changes to the Work will be discussed between the District Representative and the Contractor

satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT B**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, ~~irrigation system components~~, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Jason Ghazvini of Premier Fine Homes, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.



The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, ~~and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation.~~ Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin April 1, 2020 and end March 31, 2021 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Sixty-Three Thousand Dollars (\$63,000) per year, in monthly amounts of Five Thousand Two Hundred Fifty Dollars (\$5,250). Such compensation covers only the items specified in the Contractor's proposal ("Contract Amount"), attached hereto as **EXHIBIT A**. For additional work, subject to the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to the unit pricing specified in **EXHIBIT A**.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor

to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.



8. **INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident.
  - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
  - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$100,000 combined single limit covering all work performed under this Contract.
  - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers,

agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "**Indemnitees**") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same



type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

14. **TAX-EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisition(s)") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.



17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ~~ninety (90)~~ <sup>sixty (60)</sup> days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide ~~thirty (30)~~ <sup>sixty (60)</sup> days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

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

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

24. **AGREEMENT.** This Agreement, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Canopy Community Development District  
219 E. Livingston Street  
Orlando, FL 32801  
Attn: Darrin Mossing

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jennifer Kilinski

B. **If to Contractor:** Keep it Grassy LLC  
2717 Hastings Drive  
Tallahassee, Florida 32308  
Attn: Craig Shelton

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

29. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District



and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Leon County, Florida.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY MAIL AT 219 E. LIVINGSTON ST., ORLANDO FL, 32801, BY TELEPHONE AT 407-841-5524, BY FAX AT 407-839-1526 , OR BY EMAIL AT RECORDREQUEST@GMSCFL.COM.**

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

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

- ☐ Secretary  
☐ Assistant Secretary

By: \_\_\_\_\_

- ☐ Chairperson  
☐ Vice Chairperson

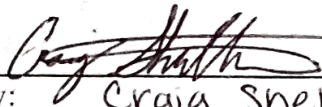
Date: \_\_\_\_\_

ATTEST:

**KEEP IT GRASSY LLC**

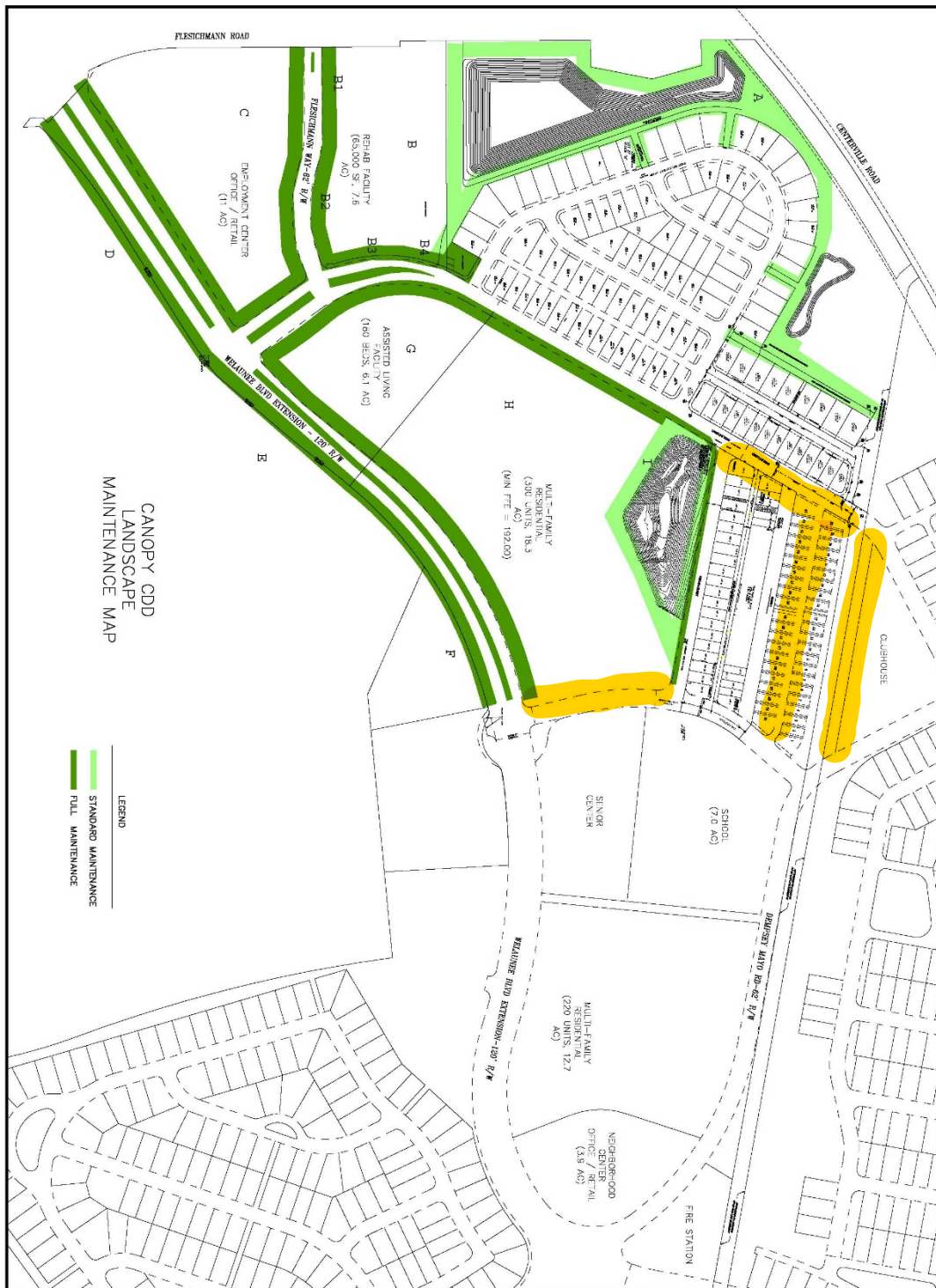
By: \_\_\_\_\_

Its: \_\_\_\_\_

  
By: Craig Shelton  
Its: owner

Date: 11/12/20

**Exhibit A: Scope of Services**  
**Exhibit B: Other Forms**  
**Exhibit C: Maintenance Map**



FZVKWai Z|YZ|YZfW  
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\_ S| fS| WSeX  
AufaTWfS' S'ž





Keep It Grassy LLC  
 Craig Shelton, Owner  
 (850) 542-1055  
 \*Licensed & Insured\*

**Prepared for:**

Canopy Community Development District & Officers  
 Fleischmann Road & Welaunee Blvd  
 Tallahassee, FL 32308

**Green Space/HOA Maintenance Package**

| Service                | Description  | Current Services | Proposed Amendment | Amended Services |
|------------------------|--|------------------|--------------------|------------------|
| Lawn Maintenance       | Cut and trim grass 3-4 times monthly during the growing season in all common/green space areas. Remove leaves & other debris during winter months and mow as needed. Weed eat around trees/other structures the mower can't reach. | \$2,800          | \$800              | \$3,600          |
| Sidewalk Maintenance   | Edge walkways and concrete areas 2x/month. Blow off sidewalks and keep free from leaves, grass cuttings and other debris weekly.   | \$900            | \$300              | \$1,200          |
| Flower Bed Maintenance | Spread mulch/pine straw in all flower beds twice yearly and replenish throughout the year as necessary (mulch/pine straw invoiced separately). Prune flowers/plants throughout the year to promote fresh growth.                   | \$350            |                    | \$350            |
| Shrub Maintenance      | Prune shrubbery/hedges twice yearly and trim hedges monthly in between prunings to maintain shape.   | \$400            | \$50               | \$450            |
| Weed Control           | Remove weeds from flower beds weekly. Apply weed control as necessary.   | \$600            | \$450              | \$1,050          |
| Cleaning               | Remove trash & debris from common areas, sidewalks & roads on a weekly basis.  | \$200            |                    | \$200            |
| <b>Monthly Total:</b>  |  | <b>\$5,250</b>   | <b>\$1,600</b>     | <b>\$6,850</b>   |

The lawn service package above, prepared for Canopy Community Development District & Officers, has been updated to include the addition of additional green space/sidewalk maintenance, an increased number of mows to maintain desired grass height throughout the year and more advanced weed control services.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



Keep It Grassy LLC  
Craig Shelton, Owner  
(850) 542-1055  
\*Licensed & Insured\*

**QUOTE #1328**

**Prepared for:**  
Canopy Community Development District & Officers  
Fleischmann Road & Welaunee Blvd  
Tallahassee, FL 32308

**Green Space/HOA Maintenance Package**

| Service                | Description  | Monthly Cost |
|------------------------|--|--------------|
| Lawn Maintenance       | Cut and trim grass bi-weekly during the growing season in all common/green space areas. Remove leaves & other debris during winter months and mow as needed. Weed eat around trees or other structures the mower cannot reach. | \$2,800      |
| Sidewalk Maintenance   | Edge walkways and concrete areas 2x/month. Blow off sidewalks and keep free from leaves, grass cuttings and other debris weekly.   | \$900        |
| Flower Bed Maintenance | Spread mulch in all flower beds twice yearly and replenish throughout the year as necessary (mulch invoiced separately). Prune flowers/plants throughout the year to promote fresh growth.                                     | \$350        |
| Shrub Maintenance      | Prune shrubbery/hedges twice yearly and trim hedges monthly in between prunings to maintain shape.   | \$400        |
| Weed Control           | Remove weeds from flower beds weekly. Apply weed control fertilization for all turf areas 4x/year. (fertilizer invoiced separately).   | \$600        |
| Cleaning               | Remove trash & debris from common areas, sidewalks and roads on a weekly basis.  | \$200        |
| Monthly Total:         |  | \$5,250      |

**All prices are per month based on a 4 month trial period followed by an 8 month contract.**  
(Area inside fence of large holding pond between Sweet Ridge and Fleischmann Road and pond between Sweet Ridge & Centerville Road not included in quote)

The package above is a full-service lawn maintenance package designed for a master-planned community to keep the neighborhood looking pristine no matter the time of the year or month. A specialized technician will be on-site 5 days a week between the hours of 8am - 5pm. To move forward with a contract for services, please contact us via phone or email and reference your quote #.

(850) 542-1055 | [keepitgrassyth@gmail.com](mailto:keepitgrassyth@gmail.com)

# SECTION XI

# SECTION C



i.

# Canopy

## Community Development District

### Summary of Operating Checks

September 29, 2020 to November 23, 2020

| Bank         | Date     | Check No.'s | Amount                 |
|--------------|----------|-------------|------------------------|
| General Fund | 10/30/20 | 170-171     | \$ 386.48              |
|              | 11/20/20 | 172         | \$ 221.42              |
|              | 11/23/20 | 173         | \$ 176.64              |
|              |          |             | <hr/> \$ 784.54        |
|              |          |             | <hr/> <b>\$ 784.54</b> |

### Summary of Requisitions

| Date     | Requisition #                      | Payee                | Description                          | Amount                     |
|----------|------------------------------------|----------------------|--------------------------------------|----------------------------|
| 11/4/20  | Series 2018A3 RES - Requisition 11 | Baycrest Corporation | Pay Application 1                    | \$ 206,705.78              |
| 11/12/20 | Series 2018A1/2 - Requisition 22   | Sandco, LLC          | Pay Application 11 - Unit 5          | \$ 216,246.66              |
| 11/12/20 | Series 2018A1/2 - Requisition 23   | Sandco, LLC          | Pay Application 12 - Unit 5          | \$ 270,300.59              |
| 11/17/20 | Series 2018A1/2 - Requisition 24   | WS US Sales Company  | Order # 3556-C21978 – Flygt Equipmen | \$ 156,775.00              |
|          |                                    |                      |                                      | <hr/> \$ 850,028.03        |
|          |                                    |                      |                                      | <hr/> <b>\$ 850,028.03</b> |

| CHECK<br>DATE      | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME               | STATUS | AMOUNT | ....CHECK.....<br>AMOUNT # |
|--------------------|-------|-----------------------------------|--|---------------------------|--------|--------|----------------------------|
| 10/30/20           | 00004 | 10/01/20 83572                    | 202010 310-51300-54000                           | SPECIAL DISTRICT FEE FY21 | *      | 175.00 |                            |
|                    |       |                                   |  |                           |        |        | 175.00 000170              |
| -----              |       |                                   |  |                           |        |        |                            |
| 10/30/20           | 00003 | 9/30/20 00035079                  | 202009 310-51300-48000                           | NOT OF BOARD MEETING 9/29 | *      | 211.48 |                            |
|                    |       |                                   |  |                           |        |        | 211.48 000171              |
| -----              |       |                                   |  |                           |        |        |                            |
| 11/20/20           | 00003 | 10/23/20 00035478                 | 202010 310-51300-48000                           | NOT BD MTG 10/23/20       | *      | 221.42 |                            |
|                    |       |                                   |  |                           |        |        | 221.42 000172              |
| -----              |       |                                   |  |                           |        |        |                            |
| 11/23/20           | 00003 | 9/24/20 00035079                  | 202009 310-51300-48000                           | NOT OF MTG 9/24/20        | *      | 176.64 |                            |
|                    |       |                                   |  |                           |        |        | 176.64 000173              |
| -----              |       |                                   |  |                           |        |        |                            |
|                    |       |                                   |  |                           |        |        |                            |
| TOTAL FOR BANK A   |       |                                   |  |                           |        | 784.54 |                            |
| TOTAL FOR REGISTER |       |                                   |  |                           |        | 784.54 |                            |

# Canopy

Community Development District

FY20 Funding Request #BA-2  
November 24, 2020

| Payee    |  | General Fund<br>FY2020 |                    |
|----------|--|------------------------|--------------------|
| <b>1</b> | <b>Hopping Green &amp; Sams</b>                                |                        |                    |
|          | Invoice: 117586 - Boundary Amendment Services - August 2020    | \$                     | 1,838.00           |
|          | Invoice: 117710 - Boundary Amendment Services - September 2020 | \$                     | 1,943.50           |
|          |  | \$                     | 3,781.50           |
|          |  | <b>Total:</b>          | <b>\$ 3,781.50</b> |

Please make check payable to:

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 30, 2020

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

Bill Number 117586  
Billed through 08/31/2020

## Boundary Amendment

**CANCDD 00104 JLK**

### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |   |            |
|----------------------------|-----|---|------------|
| 08/05/20                   | JLK | Begin review of boundary amendment petition, authorization of agent and landowner consent; review exhibits disseminated by landowner and begin updates to same.                     | 1.20 hrs   |
| 08/05/20                   | LMC | Prepare petition to amend the boundary; compile exhibits to same; draft landowner consent; draft authorization of agent.  | 2.20 hrs   |
| 08/06/20                   | JLK | Begin preparation and review of boundary amendment documents for filing of same.  | 0.50 hrs   |
| 08/06/20                   | LMC | Revise boundary amendment documents.  | 1.80 hrs   |
| 08/20/20                   | JLK | Transmit status e-mail and update petition.   | 0.50 hrs   |
| 08/20/20                   | LMC | Compile current list of exhibits; send email update to group regarding same.  | 1.00 hrs   |
| 08/27/20                   | JLK | Continue work on petition, SERC, financials and sufficiency checklist and transmit the same; review boundary and methodology for impacts on same; confer regarding bonds and units. | 0.90 hrs   |
| 08/31/20                   | JLK | Review PUD amendment and SERC updates and finalize same; confer with city regarding required establishment process.   | 1.10 hrs   |
| Total fees for this matter |     |   | \$1,838.00 |

### MATTER SUMMARY

|                                |          |         |            |
|--------------------------------|----------|---------|------------|
| Kilinski, Jennifer L.          | 4.20 hrs | 265 /hr | \$1,113.00 |
| Clavenna, Lydia M. - Paralegal | 5.00 hrs | 145 /hr | \$725.00   |

TOTAL FEES \$1,838.00

### **TOTAL CHARGES FOR THIS MATTER**

**\$1,838.00**

### BILLING SUMMARY

|                                |          |         |                            |
|--------------------------------|----------|---------|----------------------------|
| =====                          |          |         |                            |
| Kilinski, Jennifer L.          | 4.20 hrs | 265 /hr | \$1,113.00                 |
| Clavenna, Lydia M. - Paralegal | 5.00 hrs | 145 /hr | \$725.00                   |
| TOTAL FEES                     |          |         | \$1,838.00                 |
| TOTAL CHARGES FOR THIS BILL    |          |         | -----<br><b>\$1,838.00</b> |

**Please include the bill number with your payment.**

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 12, 2020

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

Bill Number 117710  
Billed through 09/30/2020

## Boundary Amendment

**CANCDD 00104 JLK**

### FOR PROFESSIONAL SERVICES RENDERED

|          |     |   |          |
|----------|-----|---|----------|
| 09/03/20 | LMC | Pull boundary map and legal description per Kilinski.   | 0.50 hrs |
| 09/05/20 | JLK | Confer with surveyor and chair regarding requirement for posting notice of boundary amendment and document sizing for same.                             | 0.20 hrs |
| 09/07/20 | JLK | Confer regarding legal paper and status of metes/bounds and documents needed for same.  | 0.10 hrs |
| 09/09/20 | LMC | Prepare boundary amendment process status update.   | 0.50 hrs |
| 09/10/20 | JLK | Review PUD amendment and FLU map and update documents related to same.  | 0.30 hrs |
| 09/13/20 | JLK | Review matrix status and transmit request for information on same.  | 0.20 hrs |
| 09/14/20 | JLK | Update SERC; transmit authorization of agent and consent and confer with chairman on same.  | 0.60 hrs |
| 09/14/20 | LMG | Review updated Statement of Estimated Regulatory Costs, coordinate inclusion in petition package.   | 0.30 hrs |
| 09/14/20 | LMC | Prepare and send update on items still needed for petition.   | 0.50 hrs |
| 09/23/20 | LMC | Contact surveyor to request legal description of district boundary as amended.  | 0.50 hrs |
| 09/24/20 | JLK | Review legal description and confer with surveyor on same.  | 0.30 hrs |
| 09/24/20 | LMC | Contact surveyor regarding legal description of district boundary as amended.   | 0.50 hrs |
| 09/28/20 | LMC | Confer with surveyor regarding legal description; update petition and compile exhibits; prepare petition and cover letter for filing.                   | 3.00 hrs |
| 09/29/20 | JLK | Draft cover letter for petition documents; confer regarding legal metes/bounds disclosure and assessment requirements.                                  | 0.60 hrs |
| 09/29/20 | LMC | Update boundary amendment petition and letter to City of Tallahassee.   | 1.00 hrs |
| 09/30/20 | JLK | Review updated petition documents; review surveyor comments regarding scrivener's error; update transmittal letter to city and confer with landowner on | 1.20 hrs |

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same.

Total fees for this matter

\$1,943.50

**MATTER SUMMARY**

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Kilinski, Jennifer L.          | 3.50 hrs | 265 /hr | \$927.50 |
| Clavenna, Lydia M. - Paralegal | 6.50 hrs | 145 /hr | \$942.50 |
| Gentry, Lauren M.              | 0.30 hrs | 245 /hr | \$73.50  |

TOTAL FEES

\$1,943.50

**TOTAL CHARGES FOR THIS MATTER****\$1,943.50****BILLING SUMMARY**

|                                |          |         |          |
|--------------------------------|----------|---------|----------|
| Kilinski, Jennifer L.          | 3.50 hrs | 265 /hr | \$927.50 |
| Clavenna, Lydia M. - Paralegal | 6.50 hrs | 145 /hr | \$942.50 |
| Gentry, Lauren M.              | 0.30 hrs | 245 /hr | \$73.50  |

TOTAL FEES

\$1,943.50

**TOTAL CHARGES FOR THIS BILL****\$1,943.50**

**Please include the bill number with your payment.**



# Canopy

Community Development District

FY21 Funding Request #1  
November 24, 2020

| Payee |  | Capital Project<br>FY2020 | Capital Project<br>FY2021 |
|-------|--|---------------------------|---------------------------|
| 1     | <b>Dantin Consulting, LLC</b><br>Invoice: 1181 - Welaunee Engineering Services - September 2020<br>Invoice: 1188 - Welaunee Engineering Services - October 2020      | \$ 1,837.50               | \$ 1,662.50               |
| 2     | <b>Greenman-Pedersen, Inc.</b><br>Invoice: 302299 - Welaunee Engineering Services - August 1, 2020 to August 28, 2020  | \$ 7,825.20               |                           |
| 3     | <b>Hopping Green &amp; Sams</b><br>Invoice: 117585 - Project Construction Services - August 2020<br>Invoice: 117709 - Project Construction Services - September 2020 | \$ 867.32<br>\$ 673.00    |                           |
|       |  | \$ 11,203.02              | \$ 1,662.50               |
|       |  | <b>Total:</b>             | \$ 12,865.52              |

Please make check payable to:

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



To: Canopy Community Development District (CDD)  
Attn: Darrin Mossing  
Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801  
cc: Jim Oliver, District Manager

Period End Date: 10/4/2020  
Invoice Date: 10/24/2020  
Invoice #: 1181  
Due Date: 11/24/2020

Project Name: Construction Management Services

**Hourly Services - Canopy CDD Work Authorization 1 (Not-to-Exceed \$10,500.00)**

| Service Items  | Description             | Rate      | Quantity<br>This Period | Amount This<br>Period | Previously<br>Billed Begin<br>Sept. 14, 2020 | Total Amount<br>To-Date, Begin<br>Sept. 14, 2020 | Current Billing<br>Amount |
|--|-------------------------|-----------|-------------------------|-----------------------|--|--|---------------------------|
| General Consulting Services -<br>Professional Engineer | Construction Management | \$ 175.00 | 10.50                   | \$ 1,837.50           | \$ -   | \$ 1,837.50                                      | \$ 1,837.50               |
| <b>TOTAL</b>   |                         |           | 10.50                   | \$ 1,837.50           | \$ -   | \$ 1,837.50                                      | \$ 1,837.50               |

**Totals begin 9/14/20:**

|                           |                    |
|---------------------------|--------------------|
| Total Invoiced To-Date:   | \$ 1,837.50        |
| Applied Payments/Credits: | \$ -               |
| Current Amount Due:       | \$ 1,837.50        |
| <b>Total Amount Due:</b>  | <b>\$ 1,837.50</b> |

Please remit payment to:

Dantin Consulting, LLC  
506 Frank Shaw Road  
Tallahassee, FL 32312

# DANTIN CONSULTING, LLC

To: Canopy Community Development District (CDD)  
Attn: Darrin Mossing  
Governmental Management Services - Central Florida, LLC  
219 E. Livingston Strteet  
Orlando, FL 32801  
cc: Jim Oliver, District Manager

Period End Date: 11/1/2020  
Invoice Date: 11/12/2020  
Invoice #: 1188  
Due Date: 12/12/2020

Project Name: Construction Management Services

## Hourly Services - Canopy CDD Work Authorization 1 (Not-to-Exceed \$10,500.00)

| Service Items                                     | Description             | Rate      | Quantity This Period | Amount This Period | Previously Billed Begin Sept. 14, 2020 | Total Amount To-Date, Begin Sept. 14, 2020 | Current Billing Amount |
|---|-------------------------|-----------|----------------------|--------------------|--|--|------------------------|
| General Consulting Services Professional Engineer | Construction Management | \$ 175.00 | 9.50                 | \$ 1,662.50        | \$ 1,837.50                            | \$ 3,500.00                                | \$ 1,662.50            |
| <b>TOTAL</b>                                      |                         |           | 9.50                 | \$ 1,662.50        | \$ 1,837.50                            | \$ 3,500.00                                | \$ 1,662.50            |

Totals begin 9/14/20:

|                                   |                    |
|-----------------------------------|--------------------|
| Total Invoiced To-Date:           | \$ 3,500.00        |
| Applied Payments/Credits:         | \$ -               |
| Current Amount Due:               | \$ 1,662.50        |
| Previous Amount Due (Inv. #1181): | \$ 1,837.50        |
| <b>Total Amount Due:</b>          | <b>\$ 3,500.00</b> |

Please remit payment to:

Dantin Consulting, LLC  
506 Frank Shaw Road  
Tallahassee, FL 32312

# GPI Greenman-Pedersen, Inc.

Engineering and Construction Services

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

September 22, 2020

Project No: FLX-2017011.05

Invoice No: 302299

Project FLX-2017011.05 Welaunee Blvd Segment 3B RFP

**Professional Services from August 1, 2020 to August 28, 2020**

Task 00001 Request for Proposal (RFP) Preparation

**Task Total**

Total Fee 16,500.00

Total Earned 16,500.00

Previous Fee Billing 8,674.80

Current Fee Billing 7,825.20

**Total Fee 7,825.20**

**Total this Task \$7,825.20**

Task 00002 Expenses

**Total this Task 0.00**

**Total this Invoice \$7,825.20**

**Billings to Date**

|               | <b>Current</b>  | <b>Prior</b>    | <b>Total</b>     |
|---------------|-----------------|-----------------|------------------|
| Fee           | 7,825.20        | 8,674.80        | 16,500.00        |
| <b>Totals</b> | <b>7,825.20</b> | <b>8,674.80</b> | <b>16,500.00</b> |

**Outstanding Invoices**

| <b>Number</b> | <b>Date</b> | <b>Balance</b>  |
|---------------|-------------|-----------------|
| 300799        | 8/28/2020   | 8,674.80        |
| <b>Total</b>  |             | <b>8,674.80</b> |

**\$16,500.00**

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 30, 2020

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

Bill Number 117585  
Billed through 08/31/2020

## Project Construction

**CANCDD 00103 JLK**

### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |  |          |
|----------------------------|-----|--|----------|
| 08/04/20                   | JLK | Confer with architect on Baycrest bid and requirements for change to contract documents; review the same.  | 0.40 hrs |
| 08/12/20                   | LMG | Analyze changes needed to amenity center construction contract based on revised scope.   | 0.20 hrs |
| 08/17/20                   | JLK | Field amenity center clubhouse contract questions and respond to same; transmit updated documents with clarifications for same; confer with on site staff on same. | 1.10 hrs |
| 08/18/20                   | JLK | Review unit 4/5 change order correspondence and confer with GPI regarding reasonableness of change orders, unit pricing and related documents.                     | 0.50 hrs |
| 08/20/20                   | JLK | Review updated scope and confer regarding change order to amenity center contract; confer with contractor on same.   | 0.30 hrs |
| Total fees for this matter |     |  | \$658.50 |

### DISBURSEMENTS

|                                     |         |
|-------------------------------------|---------|
| Conference Calls                    | 16.25   |
| Total disbursements for this matter | \$16.25 |

### MATTER SUMMARY

|                       |          |         |          |
|-----------------------|----------|---------|----------|
| Kilinski, Jennifer L. | 2.30 hrs | 265 /hr | \$609.50 |
| Gentry, Lauren M.     | 0.20 hrs | 245 /hr | \$49.00  |

|                                     |          |
|-------------------------------------|----------|
| TOTAL FEES                          | \$658.50 |
| TOTAL DISBURSEMENTS                 | \$16.25  |
| INTEREST CHARGE ON PAST DUE BALANCE | \$192.57 |

### **TOTAL CHARGES FOR THIS MATTER**

-----  
**\$867.32**

### BILLING SUMMARY



=====

|                       |          |         |          |
|-----------------------|----------|---------|----------|
| Kilinski, Jennifer L. | 2.30 hrs | 265 /hr | \$609.50 |
| Gentry, Lauren M.     | 0.20 hrs | 245 /hr | \$49.00  |

|                                     |          |
|-------------------------------------|----------|
| TOTAL FEES                          | \$658.50 |
| TOTAL DISBURSEMENTS                 | \$16.25  |
| INTEREST CHARGE ON PAST DUE BALANCE | \$192.57 |

TOTAL CHARGES FOR THIS BILL

-----  
\$867.32

Please include the bill number with your payment.

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 12, 2020

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

Bill Number 117709  
Billed through 09/30/2020

## Project Construction

CANCDD 00103 JLK

### FOR PROFESSIONAL SERVICES RENDERED

|                            |     |  |          |
|----------------------------|-----|--|----------|
| 09/07/20                   | JLK | Confer regarding amenity center status for updated scope and change order.   | 0.10 hrs |
| 09/09/20                   | JLK | Confer regarding update on change order for amenity project with Baycrest and transmit information on same.  | 0.20 hrs |
| 09/25/20                   | JLK | Confer with amenity contractor on change order for exchange of improvements; confer regarding executed amenity contract and status of same; transmit back up materials for change order request and confer with architect on same. | 0.80 hrs |
| 09/25/20                   | LMG | Follow up on status of amenity center vertical construction change order; prepare form of change order.  | 0.50 hrs |
| 09/28/20                   | JLK | Continue work on amenity change order and demand note and transmit same.   | 0.30 hrs |
| 09/30/20                   | JLK | Review change order and executed agreement regarding amenity center; confer with contractor and chair on same.   | 0.40 hrs |
| 09/30/20                   | LMG | Follow up on status of amenity center contract and associated documents.   | 0.30 hrs |
| Total fees for this matter |     |  | \$673.00 |

### MATTER SUMMARY

|                       |          |         |          |
|-----------------------|----------|---------|----------|
| Kilinski, Jennifer L. | 1.80 hrs | 265 /hr | \$477.00 |
| Gentry, Lauren M.     | 0.80 hrs | 245 /hr | \$196.00 |
| TOTAL FEES            |          |         | \$673.00 |

### **TOTAL CHARGES FOR THIS MATTER**

-----  
**\$673.00**

### BILLING SUMMARY

|                       |          |         |          |
|-----------------------|----------|---------|----------|
| Kilinski, Jennifer L. | 1.80 hrs | 265 /hr | \$477.00 |
| Gentry, Lauren M.     | 0.80 hrs | 245 /hr | \$196.00 |



=====

TOTAL FEES \$673.00

**TOTAL CHARGES FOR THIS BILL** -----  
**\$673.00**

**Please include the bill number with your payment.**

ii.

***Canopy***  
***Community Development District***

***Unaudited Financial Reporting***  
***October 31, 2020***



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**Canopy**  
**Community Development District**  
**Combined Balance Sheet**  
**October 31, 2020**

|   | <i>General<br/>Fund</i> | <i>Debt Service<br/>Fund</i> | <i>Capital Projects<br/>Fund</i> | <i>Totals<br/>Governmental Funds</i> |
|---|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| <b>Assets:</b>                              |                         |                              |                                  |                                      |
| Cash  |                         |                              |                                  |                                      |
| Operating                                   | \$ 3,320                | \$ -                         | \$ -                             | \$ 3,320                             |
| Capital Projects                            | \$ -                    | \$ -                         | \$ 2,598                         | \$ 2,598                             |
| Welaunee                                    | \$ -                    | \$ -                         | \$ 425                           | \$ 425                               |
| Investments                                 |                         |                              |                                  |                                      |
| Series 2018 A1 & A2                         |                         |                              |                                  |                                      |
| Reserve A1                                  | \$ -                    | \$ 82,146                    | \$ -                             | \$ 82,146                            |
| Revenue A1                                  | \$ -                    | \$ 72,340                    | \$ -                             | \$ 72,340                            |
| Revenue A2                                  | \$ -                    | \$ 141,451                   | \$ -                             | \$ 141,451                           |
| Prepayment A2                               | \$ -                    | \$ 13,739                    | \$ -                             | \$ 13,739                            |
| Construction                                | \$ -                    | \$ -                         | \$ 2,128,959                     | \$ 2,128,959                         |
| Series 2018 A3                              |                         |                              |                                  |                                      |
| Reserve A3                                  | \$ -                    | \$ 104,688                   | \$ -                             | \$ 104,688                           |
| Revenue A3                                  | \$ -                    | \$ 85,620                    | \$ -                             | \$ 85,620                            |
| Construction                                | \$ -                    | \$ -                         | \$ 10,396                        | \$ 10,396                            |
| Construction-Restricted                     | \$ -                    | \$ -                         | \$ 808,744                       | \$ 808,744                           |
| Series 2018 A4                              |                         |                              |                                  |                                      |
| Reserve A4                                  | \$ -                    | \$ 32,714                    | \$ -                             | \$ 32,714                            |
| Revenue A4                                  | \$ -                    | \$ 45,442                    | \$ -                             | \$ 45,442                            |
| Construction                                | \$ -                    | \$ -                         | \$ 3,557                         | \$ 3,557                             |
| Prepaid Expenses                            | \$ 6,140                | \$ -                         | \$ -                             | \$ 6,140                             |
| Due from Developer                          | \$ 50,000               | \$ -                         | \$ -                             | \$ 50,000                            |
| <b>Total Assets</b>                         | <b>\$ 59,460</b>        | <b>\$ 578,140</b>            | <b>\$ 2,954,679</b>              | <b>\$ 3,592,278</b>                  |
| <b>Liabilities:</b>                         |                         |                              |                                  |                                      |
| Accounts Payable                            | \$ 45,332               | \$ -                         | \$ 21,540                        | \$ 66,872                            |
| Retainage Payable                           | \$ -                    | \$ -                         | \$ 261,967                       | \$ 261,967                           |
| Due To Developer                            | \$ -                    | \$ -                         | \$ 1,962,803                     | \$ 1,962,803                         |
| <b>Total Liabilities</b>                    | <b>\$ 45,332</b>        | <b>\$ -</b>                  | <b>\$ 2,246,311</b>              | <b>\$ 2,291,643</b>                  |
| <b>Fund Balances:</b>                       |                         |                              |                                  |                                      |
| Unassigned                                  | \$ 14,128               | \$ -                         | \$ -                             | \$ 14,128                            |
| Restricted For Debt Service 2018 A1 & A2    | \$ -                    | \$ 309,676                   | \$ -                             | \$ 309,676                           |
| Restricted For Debt Service 2018 A3         | \$ -                    | \$ 190,308                   | \$ -                             | \$ 190,308                           |
| Restricted For Debt Service 2018 A4         | \$ -                    | \$ 78,156                    | \$ -                             | \$ 78,156                            |
| Assigned For Capital Projects 2018 A1 & A3  | \$ -                    | \$ -                         | \$ 2,088,950                     | \$ 2,088,950                         |
| Assigned For Capital Projects 2018 A3       | \$ -                    | \$ -                         | \$ 819,140                       | \$ 819,140                           |
| Assigned For Capital Projects 2018 A4       | \$ -                    | \$ -                         | \$ 3,557                         | \$ 3,557                             |
| Assigned For Capital Projects               | \$ -                    | \$ -                         | \$ (2,203,704)                   | \$ (2,203,704)                       |
| Assigned For Capital Projects - Welaunee    | \$ -                    | \$ -                         | \$ 425                           | \$ 425                               |
| <b>Total Fund Balances</b>                  | <b>\$ 14,128</b>        | <b>\$ 578,140</b>            | <b>\$ 708,369</b>                | <b>\$ 1,300,636</b>                  |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$ 59,460</b>        | <b>\$ 578,140</b>            | <b>\$ 2,954,679</b>              | <b>\$ 3,592,278</b>                  |

**Canopy**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|  | Adopted | Prorated Budget | Actual        |          |
|--|---------|-----------------|---------------|----------|
|  | Budget  | Thru 10/31/20   | Thru 10/31/20 | Variance |

**Revenues**

|  |                   |                  |             |                    |
|--|-------------------|------------------|-------------|--------------------|
| Assessments - Tax Roll                     | \$ 47,052         | \$ -             | \$ -        | \$ -               |
| Assessments - Direct (Administrative Only) | \$ 99,022         | \$ 8,252         | \$ -        | \$ (8,252)         |
| Developer Contributions                    | \$ 174,651        | \$ 14,554        | \$ -        | \$ (14,554)        |
| Interest Income                            | \$ 500            | \$ 42            | \$ -        | \$ (42)            |
| Miscellaneous Income                       | \$ 2,500          | \$ 208           | \$ -        | \$ (208)           |
| <b>Total Revenues</b>                      | <b>\$ 323,725</b> | <b>\$ 23,056</b> | <b>\$ -</b> | <b>\$ (23,056)</b> |

**Expenditures:**

**General & Administrative:**

|  |                   |                  |                 |                 |
|--|-------------------|------------------|-----------------|-----------------|
| Supervisor Fees                            | \$ -              | \$ -             | \$ -            | \$ -            |
| FICA                                       | \$ -              | \$ -             | \$ -            | \$ -            |
| Engineering                                | \$ 12,000         | \$ 1,000         | \$ -            | \$ 1,000        |
| Arbitrage                                  | \$ 450            | \$ 38            | \$ -            | \$ 38           |
| Assessment Roll                            | \$ 2,500          | \$ 2,500         | \$ 2,500        | \$ -            |
| Dissemination                              | \$ 8,000          | \$ 667           | \$ 667          | \$ (0)          |
| Attorney                                   | \$ 25,000         | \$ 2,083         | \$ -            | \$ 2,083        |
| Annual Audit                               | \$ 5,000          | \$ 417           | \$ -            | \$ 417          |
| Trustee Fees                               | \$ 10,000         | \$ 833           | \$ -            | \$ 833          |
| Management Fees                            | \$ 35,000         | \$ 2,917         | \$ 2,917        | \$ (0)          |
| Information Technology                     | \$ 3,700          | \$ 308           | \$ 208          | \$ 100          |
| Travel                                     | \$ 50             | \$ 4             | \$ -            | \$ 4            |
| Telephone                                  | \$ 250            | \$ 21            | \$ -            | \$ 21           |
| Postage                                    | \$ 500            | \$ 42            | \$ 2            | \$ 40           |
| Printing & Binding                         | \$ 1,500          | \$ 125           | \$ -            | \$ 125          |
| Insurance-Liability                        | \$ 6,000          | \$ 500           | \$ -            | \$ 500          |
| Legal Advertising                          | \$ 2,500          | \$ 208           | \$ 221          | \$ (13)         |
| Other Current Charges                      | \$ 3,000          | \$ 250           | \$ 138          | \$ 112          |
| Office Supplies                            | \$ 500            | \$ 42            | \$ 0            | \$ 42           |
| Dues                                       | \$ 175            | \$ 175           | \$ 175          | \$ -            |
| <b>Total General &amp; Administrative:</b> | <b>\$ 116,125</b> | <b>\$ 12,129</b> | <b>\$ 6,828</b> | <b>\$ 5,301</b> |

**Maintenance**

**Common Area:**

|                                   |           |          |          |            |
|-----------------------------------|-----------|----------|----------|------------|
| Landscape Maintenance             | \$ 63,000 | \$ 5,250 | \$ 6,850 | \$ (1,600) |
| Landscape Contingency             | \$ 10,600 | \$ 883   | \$ -     | \$ 883     |
| Plant Replacement                 | \$ 7,500  | \$ 625   | \$ -     | \$ 625     |
| Irrigation - Repairs              | \$ 5,000  | \$ 417   | \$ -     | \$ 417     |
| Irrigation - Water                | \$ 10,000 | \$ 833   | \$ -     | \$ 833     |
| Irrigation - Electric             | \$ 2,500  | \$ 208   | \$ -     | \$ 208     |
| Wetland Mitigation and Monitoring | \$ 8,400  | \$ 700   | \$ -     | \$ 700     |
| Lake Maintenance                  | \$ 7,500  | \$ 625   | \$ -     | \$ 625     |
| Repairs and Maintenance           | \$ 12,500 | \$ 1,042 | \$ -     | \$ 1,042   |
| Operating Supplies                | \$ 1,250  | \$ 104   | \$ -     | \$ 104     |

**Canopy**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|                                       | Adopted           | Prorated Budget  | Actual             |                  |
|---------------------------------------|-------------------|------------------|--------------------|------------------|
|                                       | Budget            | Thru 10/31/20    | Thru 10/31/20      | Variance         |
| <u><i>Amenity Center</i></u>          |                   |                  |                    |                  |
| Amenity Management Staffing           | \$ 18,750         | \$ 1,563         | \$ -               | \$ 1,563         |
| Pool Attendants                       | \$ 3,750          | \$ 313           | \$ -               | \$ 313           |
| Janitorial                            | \$ 3,750          | \$ 313           | \$ -               | \$ 313           |
| Pool Maintenance                      | \$ 3,750          | \$ 313           | \$ -               | \$ 313           |
| Pool Chemicals                        | \$ 1,875          | \$ 156           | \$ -               | \$ 156           |
| Pool Permits                          | \$ 188            | \$ 16            | \$ -               | \$ 16            |
| Pool - Electric                       | \$ 3,750          | \$ 313           | \$ -               | \$ 313           |
| Pool - Water                          | \$ 250            | \$ 21            | \$ -               | \$ 21            |
| Telephone                             | \$ 625            | \$ 52            | \$ -               | \$ 52            |
| Water/Sewer                           | \$ 1,250          | \$ 104           | \$ -               | \$ 104           |
| Gas                                   | \$ 125            | \$ 10            | \$ -               | \$ 10            |
| Trash                                 | \$ 600            | \$ 50            | \$ -               | \$ 50            |
| Pest Control                          | \$ 300            | \$ 25            | \$ -               | \$ 25            |
| Termite Bond                          | \$ 188            | \$ 16            | \$ -               | \$ 16            |
| Insurance - Property                  | \$ 6,250          | \$ 521           | \$ -               | \$ 521           |
| Cable/Internet                        | \$ 1,875          | \$ 156           | \$ -               | \$ 156           |
| Access Cards                          | \$ 625            | \$ 52            | \$ -               | \$ 52            |
| Activities                            | \$ 3,750          | \$ 313           | \$ -               | \$ 313           |
| Security/Alarms/Repair                | \$ 8,750          | \$ 729           | \$ -               | \$ 729           |
| Repairs and Maintenance               | \$ 8,750          | \$ 729           | \$ -               | \$ 729           |
| Office Supplies                       | \$ 500            | \$ 42            | \$ -               | \$ 42            |
| Holiday Decorations                   | \$ 1,250          | \$ 104           | \$ -               | \$ 104           |
| <u><i>Other</i></u>                   |                   |                  |                    |                  |
| Contingency                           | \$ 1,250          | \$ 104           | \$ -               | \$ 104           |
| Capital Reserve                       | \$ 7,200          | \$ 600           | \$ -               | \$ 600           |
| <b>Total Maintenance</b>              | <b>\$ 207,600</b> | <b>\$ 17,300</b> | <b>\$ 6,850</b>    | <b>\$ 10,450</b> |
| <b>Total Expenditures</b>             | <b>\$ 323,725</b> | <b>\$ 29,429</b> | <b>\$ 13,678</b>   | <b>\$ 15,751</b> |
| <b>Excess Revenues (Expenditures)</b> | <b>\$ -</b>       |                  | <b>\$ (13,678)</b> |                  |
| <b>Fund Balance - Beginning</b>       | <b>\$ -</b>       |                  | <b>\$ 27,806</b>   |                  |
| <b>Fund Balance - Ending</b>          | <b>\$ -</b>       |                  | <b>\$ 14,128</b>   |                  |



**Canopy**  
**Community Development District**  
**Debt Service Fund - Series 2018 A1 & A2**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|   | Adopted           | Prorated Budget | Actual            |                 |
|---|-------------------|-----------------|-------------------|-----------------|
|   | Budget            | Thru 10/31/20   | Thru 10/31/20     | Variance        |
| <b><u>Revenues</u></b>                      |                   |                 |                   |                 |
| Assessments - Tax Roll A1 (Platted Lots)    | \$ 30,132         | \$ -            | \$ -              | \$ -            |
| Assessments - Direct A1                     | \$ 134,594        | \$ -            | \$ -              | \$ -            |
| Assessments - Direct A2                     | \$ 282,286        | \$ -            | \$ -              | \$ -            |
| Assessments - Prepayments                   | \$ -              | \$ -            | \$ 9,333          | \$ 9,333        |
| Interest Income                             | \$ 500            | \$ 42           | \$ 2              | \$ (40)         |
| <b>Total Revenues</b>                       | <b>\$ 447,512</b> | <b>\$ 42</b>    | <b>\$ 9,335</b>   | <b>\$ 9,293</b> |
| <b><u>Expenditures:</u></b>                 |                   |                 |                   |                 |
| <b><u>General &amp; Administrative:</u></b> |                   |                 |                   |                 |
| <b><u>Series 2018 A1</u></b>                |                   |                 |                   |                 |
| Interest - 11/1                             | \$ 66,971         | \$ -            | \$ -              | \$ -            |
| Principal - 5/1                             | \$ 30,000         | \$ -            | \$ -              | \$ -            |
| Interest - 5/1                              | \$ 66,971         | \$ -            | \$ -              | \$ -            |
| <b><u>Series 2018 A2</u></b>                |                   |                 |                   |                 |
| Interest - 11/1                             | \$ 141,143        | \$ -            | \$ -              | \$ -            |
| Interest - 5/1                              | \$ 141,143        | \$ -            | \$ -              | \$ -            |
| <b>Total Expenditures</b>                   | <b>\$ 446,228</b> | <b>\$ -</b>     | <b>\$ -</b>       | <b>\$ -</b>     |
| <b><u>Other Sources/(Uses)</u></b>          |                   |                 |                   |                 |
| Transfer In/Out                             | \$ -              | \$ -            | \$ 1              | \$ -            |
| <b>Total Other Financing Sources (Uses)</b> | <b>\$ -</b>       | <b>\$ -</b>     | <b>\$ 1</b>       | <b>\$ -</b>     |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ 1,284</b>   |                 | <b>\$ 9,333</b>   |                 |
| <b>Fund Balance - Beginning</b>             | <b>\$ 378,035</b> |                 | <b>\$ 300,342</b> |                 |
| <b>Fund Balance - Ending</b>                | <b>\$ 379,319</b> |                 | <b>\$ 309,676</b> |                 |

**Canopy**  
**Community Development District**  
**Debt Service Fund - Series 2018 A3**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|   | Adopted           | Prorated Budget | Actual            |                |
|---|-------------------|-----------------|-------------------|----------------|
|   | Budget            | Thru 10/31/20   | Thru 10/31/20     | Variance       |
| <b>Revenues</b>                             |                   |                 |                   |                |
| Assessments - Direct (Unplatted Lots)       | \$ 170,938        | \$ -            | \$ -              | \$ -           |
| Interest Income                             | \$ 500            | \$ 42           | \$ 2              | \$ (40)        |
| <b>Total Revenues</b>                       | <b>\$ 171,438</b> | <b>\$ 42</b>    | <b>\$ 2</b>       | <b>\$ (40)</b> |
| <b>Expenditures:</b>                        |                   |                 |                   |                |
| <b><u>General &amp; Administrative:</u></b> |                   |                 |                   |                |
| Interest - 11/1                             | \$ 85,469         | \$ -            | \$ -              | \$ -           |
| Interest - 5/1                              | \$ 85,469         | \$ -            | \$ -              | \$ -           |
| <b>Total Expenditures</b>                   | <b>\$ 170,938</b> | <b>\$ -</b>     | <b>\$ -</b>       | <b>\$ -</b>    |
| <b><u>Other Sources/(Uses)</u></b>          |                   |                 |                   |                |
| Transfer In/Out                             | \$ 500            | \$ 42           | \$ 2              | \$ -           |
| <b>Total Other Financing Sources (Uses)</b> | <b>\$ 500</b>     | <b>\$ 42</b>    | <b>\$ 2</b>       | <b>\$ -</b>    |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ 1</b>       |                 | <b>\$ 0</b>       |                |
| <b>Fund Balance - Beginning</b>             | <b>\$ 85,617</b>  |                 | <b>\$ 190,308</b> |                |
| <b>Fund Balance - Ending</b>                | <b>\$ 85,618</b>  |                 | <b>\$ 190,308</b> |                |

**Canopy**  
**Community Development District**  
**Debt Service Fund - Series 2018 A4**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|   | Adopted          | Prorated Budget | Actual           |                |
|---|------------------|-----------------|------------------|----------------|
|   | Budget           | Thru 10/31/20   | Thru 10/31/20    | Variance       |
| <b>Revenues</b>                             |                  |                 |                  |                |
| Assessments - Tax Roll (Platted Lots)       | \$ 65,612        | \$ -            | \$ -             | \$ -           |
| Interest Income                             | \$ 250           | \$ 21           | \$ 1             | \$ (20)        |
| <b>Total Revenues</b>                       | <b>\$ 65,862</b> | <b>\$ 21</b>    | <b>\$ 1</b>      | <b>\$ (20)</b> |
| <b>Expenditures:</b>                        |                  |                 |                  |                |
| <b><u>General &amp; Administrative:</u></b> |                  |                 |                  |                |
| Interest - 11/1                             | \$ 24,148        | \$ -            | \$ -             | \$ -           |
| Principal - 5/1                             | \$ 15,000        | \$ -            | \$ -             | \$ -           |
| Interest - 5/1                              | \$ 24,148        | \$ -            | \$ -             | \$ -           |
| <b>Total Expenditures</b>                   | <b>\$ 63,296</b> | <b>\$ -</b>     | <b>\$ -</b>      | <b>\$ -</b>    |
| <b><u>Other Sources/(Uses)</u></b>          |                  |                 |                  |                |
| Transfer In/Out                             | \$ -             | \$ -            | \$ 1             | \$ -           |
| <b>Total Other Financing Sources (Uses)</b> | <b>\$ -</b>      | <b>\$ -</b>     | <b>\$ 1</b>      | <b>\$ -</b>    |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ 2,566</b>  |                 | <b>\$ 1</b>      |                |
| <b>Fund Balance - Beginning</b>             | <b>\$ 45,226</b> |                 | <b>\$ 78,156</b> |                |
| <b>Fund Balance - Ending</b>                | <b>\$ 47,792</b> |                 | <b>\$ 78,156</b> |                |

**Canopy**  
**Community Development District**  
**Capital Projects Funds**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2020**

|   | Series 2018 A1 & A2 | Series 2018 A3    | Series 2018 A4  | Capital Projects   | Welaunee      |                |
|---|---------------------|-------------------|-----------------|--------------------|---------------|----------------|
|   | Actuals             | Actuals           | Actuals         | Actuals            | Actuals       | Total          |
| <b>Revenues</b>                             |                     |                   |                 |                    |               |                |
| Interest                                    | \$ 37               | \$ 13             | \$ 0            | \$ -               | \$ -          | 50             |
| <b>Total Revenues</b>                       | <b>\$ 37</b>        | <b>\$ 13</b>      | <b>\$ 0</b>     | <b>\$ -</b>        | <b>\$ -</b>   | <b>50</b>      |
| <b>Expenditures:</b>                        |                     |                   |                 |                    |               |                |
| <b><i>General &amp; Administrative:</i></b> |                     |                   |                 |                    |               |                |
| Capital Outlay - Construction               | \$ -                | \$ -              | \$ -            | \$ -               | \$ -          | -              |
| Capital Outlay - General                    | \$ -                | \$ -              | \$ -            | \$ -               | \$ -          | -              |
| Professional Fees                           | \$ -                | \$ -              | \$ -            | 1,663              | \$ -          | 1,663          |
| Miscellaneous                               | \$ -                | \$ -              | \$ -            | 77                 | \$ 15         | 92             |
| <b>Total Expenditures</b>                   | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>     | <b>1,740</b>       | <b>\$ 15</b>  | <b>1,755</b>   |
| <b>Other Financing Sources/(Uses)</b>       |                     |                   |                 |                    |               |                |
| Transfer In/Out                             | \$ (1)              | \$ (2)            | \$ (1)          | \$ -               | \$ -          | (4)            |
| <b>Total Other Financing Sources (Uses)</b> | <b>\$ (1)</b>       | <b>\$ (2)</b>     | <b>\$ (1)</b>   | <b>\$ -</b>        | <b>\$ -</b>   | <b>(4)</b>     |
| <b>Excess Revenues (Expenditures)</b>       | <b>\$ 38</b>        | <b>\$ 15</b>      | <b>\$ 1</b>     | <b>(1,740)</b>     | <b>(15)</b>   | <b>(1,701)</b> |
| <b>Fund Balance - Beginning</b>             | <b>\$ 2,088,912</b> | <b>\$ 819,125</b> | <b>\$ 3,557</b> | <b>(2,201,964)</b> | <b>\$ 440</b> | <b>710,069</b> |
| <b>Fund Balance - Ending</b>                | <b>\$ 2,088,950</b> | <b>\$ 819,140</b> | <b>\$ 3,557</b> | <b>(2,203,704)</b> | <b>\$ 425</b> | <b>708,369</b> |

**Canopy**  
Community Development District  
Month to Month

|  | Oct         | Nov         | Dec         | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Total    |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|
| <b>Revenues</b>                            |             |             |             |             |             |             |             |             |             |             |             |             |          |
| Assessments - Tax Roll                     | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -        |
| Assessments - Direct (Administrative Only) | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -        |
| Developer Contributions                    | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -        |
| Interest Income                            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -        |
| Miscellaneous Income                       | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -        |
| <b>Total Revenues</b>                      | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>-</b> |

**Expenditures:**

**General & Administrative:**

|  |                 |             |             |             |             |             |             |             |             |             |             |             |              |
|--|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Engineering                                | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Arbitrage                                  | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Assessment Roll                            | \$ 2,500        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 2,500        |
| Dissemination                              | \$ 667          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 667          |
| Attorney                                   | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Annual Audit                               | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Trustee Fees                               | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Management Fees                            | \$ 2,917        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 2,917        |
| Information Technology                     | \$ 208          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 208          |
| Travel                                     | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Telephone                                  | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Postage                                    | \$ 2            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 2            |
| Printing & Binding                         | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Insurance-Liability                        | \$ -            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -            |
| Legal Advertising                          | \$ 221          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 221          |
| Other Current Charges                      | \$ 138          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 138          |
| Office Supplies                            | \$ 0            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 0            |
| Dues                                       | \$ 175          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | 175          |
| <b>Total General &amp; Administrative:</b> | <b>\$ 6,828</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>6,828</b> |

**Maintenance**

**Common Area:**

|                                   |          |      |      |      |      |      |      |      |      |      |      |      |       |
|-----------------------------------|----------|------|------|------|------|------|------|------|------|------|------|------|-------|
| Landscape Maintenance             | \$ 6,850 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 6,850 |
| Landscape Contingency             | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Plant Replacement                 | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Irrigation - Repairs              | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Irrigation - Water                | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Irrigation - Electric             | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Wetland Mitigation and Monitoring | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Lake Maintenance                  | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Repairs and Maintenance           | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |
| Operating Supplies                | \$ -     | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | -     |

**Canopy**  
Community Development District  
Month to Month

|                                       | Oct                | Nov         | Dec         | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         | Total           |
|---------------------------------------|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------------|
| <u><i>Amenity Center</i></u>          |                    |             |             |             |             |             |             |             |             |             |             |             |                 |
| Amenity Management Staffing           | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool Attendants                       | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Janitorial                            | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool Maintenance                      | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool Chemicals                        | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool Permits                          | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool - Electric                       | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pool - Water                          | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Telephone                             | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Water/Sewer                           | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Gas                                   | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Trash                                 | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Pest Control                          | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Termite Bond                          | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Insurance - Property                  | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Cable/Internet                        | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Access Cards                          | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Activities                            | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Security/Alarms/Repair                | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Repairs and Maintenance               | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Office Supplies                       | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Holiday Decorations                   | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| <u><i>Other</i></u>                   |                    |             |             |             |             |             |             |             |             |             |             |             |                 |
| Contingency                           | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| Capital Reserve                       | \$ -               | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | -               |
| <b>Total Maintenance</b>              | <b>\$ 6,850</b>    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>6,850</b>    |
| <b>Total Expenditures</b>             | <b>\$ 13,678</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>13,678</b>   |
| <b>Excess Revenues (Expenditures)</b> | <b>\$ (13,678)</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>(13,678)</b> |

**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)         |
| <b>CURRENT BONDS OUTSTANDING</b>                 |                                    | <b>\$2,200,000</b> |

| 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)         |
| <b>CURRENT BONDS OUTSTANDING</b>                 |                   | <b>\$4,590,000</b> |

| 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        |
| <b>CURRENT BONDS OUTSTANDING</b>                 |                                    | <b>\$2,735,000</b> |

| 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)       |
| <b>CURRENT BONDS OUTSTANDING</b>                 |                                    | <b>\$950,000</b> |



**Exhibit "A"**  
**Canopy**  
Community Development District

**Special Assessment Revenue Bonds, Series 2018 A1/2**

| <b>Date</b>                                   | <b>Requisition #</b> | <b>Contractor</b>                | <b>Description</b>  | <b>Requisition</b>       |
|---|----------------------|----------------------------------|---|--------------------------|
| <b>Fiscal Year 2019</b>                       |                      |                                  |   |                          |
| 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            |
| <b>TOTAL</b>                                  |                      |                                  |   | <b>\$ 1,355,709.37</b>   |
| <b>Fiscal Year 2019</b>                       |                      |                                  |   |                          |
| 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                |
| <b>TOTAL</b>                                  |                      |                                  |   | <b>\$ 140,852.75</b>     |
| <b>Project (Construction) Fund at 11/8/18</b> |                      |                                  |   | <b>\$ 7,309,992.26</b>   |
| <b>Interest Earned thru 09/30/19</b>          |                      |                                  |   | <b>\$ 140,852.75</b>     |
| <b>Requisitions Paid thru 09/30/19</b>        |                      |                                  |   | <b>\$ (1,355,709.37)</b> |
| <b>Remaining Project (Construction) Fund</b>  |                      |                                  |   | <b>\$ 6,095,135.64</b>   |

**Exhibit "A"**  
**Canopy**  
**Community Development District**

**Special Assessment Revenue Bonds, Series 2018 A1/2**

| <b>Date</b>                                    | <b>Requisition #</b> | <b>Contractor</b>                        | <b>Description</b>                  | <b>Requisition</b>       |
|--|----------------------|--|-------------------------------------|--------------------------|
| <b>Fiscal Year 2020</b>                        |                      |  |                                     |                          |
| 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            |
| 8/10/20  | 18                   | Consolidated Pipe & Supply Company, Inc. | Construction Materials - Unit 4 & 5 | \$ 113,592.30            |
| 8/26/20  | 19                   | Sandco, LLC                              | Pay Application 9 - Unit 5          | \$ 197,780.24            |
| 9/23/20  | 20                   | Sandco, LLC                              | Pay Application 9 - Unit 3          | \$ 32,480.00             |
| 9/25/20  | 21                   | Sandco, LLC                              | Pay Application 10 - Unit 5         | \$ 105,201.01            |
| <b>TOTAL</b>                                   |                      |  |                                     | <b>\$ 4,017,698.34</b>   |
| <b>Fiscal Year 2020</b>                        |                      |  |                                     |                          |
| 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                  |
| 8/1/20   |                      | Interest                                 |                                     | \$ 134.16                |
| 8/1/20   |                      | Transfer from Reserve Fund               |                                     | \$ 3.48                  |
| 9/1/20   |                      | Interest                                 |                                     | \$ 55.52                 |
| 9/1/20   |                      | Transfer from Reserve Fund               |                                     | \$ 1.84                  |
| <b>TOTAL</b>                                   |                      |  |                                     | <b>\$ 51,483.80</b>      |
| <b>Project (Construction) Fund at 09/30/19</b> |                      |  |                                     | <b>\$ 6,095,135.64</b>   |
| <b>Interest Earned thru 09/30/20</b>           |                      |  |                                     | <b>\$ 51,483.80</b>      |
| <b>Requisitions Paid thru 09/30/20</b>         |                      |  |                                     | <b>\$ (4,017,698.34)</b> |
| <b>Remaining Project (Construction) Fund</b>   |                      |  |                                     | <b>\$ 2,128,921.10</b>   |

**Exhibit "A"**  
**Canopy**  
Community Development District

**Special Assessment Revenue Bonds, Series 2018 A1/2**

| <b>Date</b>                                    | <b>Requisition #</b> | <b>Contractor</b>          | <b>Description</b> | <b>Requisition</b>     |
|--|----------------------|----------------------------|--------------------|------------------------|
| <b>Fiscal Year 2021</b>                        |                      |                            |                    |                        |
|  |                      |                            | <b>TOTAL</b>       | <b>\$ -</b>            |
| <b>Fiscal Year 2021</b>                        |                      |                            |                    |                        |
| 10/1/20  |                      | Interest                   |                    | \$ 36.67               |
| 10/1/20  |                      | Transfer from Reserve Fund |                    | \$ 1.35                |
|  |                      |                            | <b>TOTAL</b>       | <b>\$ 38.02</b>        |
| <b>Project (Construction) Fund at 09/30/20</b> |                      |                            |                    | <b>\$ 2,128,921.10</b> |
| <b>Interest Earned thru 10/30/20</b>           |                      |                            |                    | <b>\$ 38.02</b>        |
| <b>Requisitions Paid thru 10/30/20</b>         |                      |                            |                    | <b>\$ -</b>            |
| <b>Remaining Project (Construction) Fund</b>   |                      |                            |                    | <b>\$ 2,128,959.12</b> |
| <b>Percentage Completed</b>                    |                      |                            |                    | <b>73.51%</b>          |

**Exhibit "A"**  
**Canopy**  
Community Development District

**Special Assessment Revenue Bonds, Series 2018 A3 - General**

| <b>Date</b>                                   | <b>Requisition #</b> | <b>Contractor</b>                | <b>Description</b>                                     | <b>Requisition</b>       |
|---|----------------------|----------------------------------|--|--------------------------|
| <b>Fiscal Year 2019</b>                       |                      |                                  |  |                          |
| 11/8/18                                       | 1                    | Ox Bottom Mortgage Holdings, LLC | Reimbursement for construction costs paid by Developer | \$ 1,019,257.82          |
| <b>TOTAL</b>                                  |                      |                                  |  | <b>\$ 1,019,257.82</b>   |
| <b>Fiscal Year 2019</b>                       |                      |                                  |  |                          |
| 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                |
| <b>TOTAL</b>                                  |                      |                                  |  | <b>\$ 9,369.26</b>       |
| <b>Project (Construction) Fund at 11/8/18</b> |                      |                                  |  | <b>\$ 1,019,257.82</b>   |
| <b>Interest Earned thru 09/30/19</b>          |                      |                                  |  | <b>\$ 9,369.26</b>       |
| <b>Requisitions Paid thru 09/30/19</b>        |                      |                                  |  | <b>\$ (1,019,257.82)</b> |
| <b>Remaining Project (Construction) Fund</b>  |                      |                                  |  | <b>\$ 9,369.26</b>       |

**Exhibit "A"**  
**Canopy**  
Community Development District

**Special Assessment Revenue Bonds, Series 2018 A3 - General**

| Date   | Requisition # | Contractor                 | Description | Requisition         |
|--|---------------|----------------------------|-------------|---------------------|
| <b>Fiscal Year 2020</b>                        |               |                            |             |                     |
| <b>TOTAL</b>                                   |               |                            |             | <b>\$ -</b>         |
| <b>Fiscal Year 2020</b>                        |               |                            |             |                     |
| 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             |
| 8/1/20   |               | Interest                   |             | \$ 0.44             |
| 8/1/20   |               | Transfer from Reserve Fund |             | \$ 4.43             |
| 9/1/20   |               | Interest                   |             | \$ 0.23             |
| 9/1/20   |               | Transfer from Reserve Fund |             | \$ 2.35             |
| <b>TOTAL</b>                                   |               |                            |             | <b>\$ 1,024.93</b>  |
| <b>Project (Construction) Fund at 09/30/19</b> |               |                            |             | <b>\$ 9,369.26</b>  |
| <b>Interest Earned thru 09/30/20</b>           |               |                            |             | <b>\$ 1,024.93</b>  |
| <b>Requisitions Paid thru 09/30/20</b>         |               |                            |             | <b>\$ -</b>         |
| <b>Remaining Project (Construction) Fund</b>   |               |                            |             | <b>\$ 10,394.19</b> |
| <b>Fiscal Year 2021</b>                        |               |                            |             |                     |
| <b>TOTAL</b>                                   |               |                            |             | <b>\$ -</b>         |
| <b>Fiscal Year 2021</b>                        |               |                            |             |                     |
| 10/1/20  |               | Transfer from Reserve Fund |             | \$ 1.72             |
| 10/1/20  |               | Interest                   |             | \$ 0.17             |
| <b>TOTAL</b>                                   |               |                            |             | <b>\$ 1.89</b>      |
| <b>Project (Construction) Fund at 09/30/20</b> |               |                            |             | <b>\$ 10,394.19</b> |
| <b>Interest Earned thru 10/31/20</b>           |               |                            |             | <b>\$ 1.89</b>      |
| <b>Requisitions Paid thru 10/31/20</b>         |               |                            |             | <b>\$ -</b>         |
| <b>Remaining Project (Construction) Fund</b>   |               |                            |             | <b>\$ 10,396.08</b> |
| <b>Percentage Completed</b>                    |               |                            |             | <b>100.00%</b>      |

**Exhibit "A"**  
**Canopy**  
**Community Development District**

**Special Assessment Revenue Bonds, Series 2018 A3 - Restricted**

| <b>Date</b>                                    | <b>Requisition #</b> | <b>Contractor</b> | <b>Description</b>               | <b>Requisition</b>     |
|--|----------------------|-------------------|----------------------------------|------------------------|
| <b>Fiscal Year 2019</b>                        |                      |                   |                                  |                        |
| <b>TOTAL</b>                                   |                      |                   |                                  | <b>\$ -</b>            |
| <b>Fiscal Year 2019</b>                        |                      |                   |                                  |                        |
| 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            |
| <b>TOTAL</b>                                   |                      |                   |                                  | <b>\$ 25,883.74</b>    |
| <b>Project (Construction) Fund at 11/8/18</b>  |                      |                   |                                  | <b>\$ 1,500,000.00</b> |
| <b>Interest Earned thru 09/30/19</b>           |                      |                   |                                  | <b>\$ 25,883.74</b>    |
| <b>Requisitions Paid thru 09/30/19</b>         |                      |                   |                                  | <b>\$ -</b>            |
| <b>Remaining Project (Construction) Fund</b>   |                      |                   |                                  | <b>\$ 1,525,883.74</b> |
| <b>Fiscal Year 2020</b>                        |                      |                   |                                  |                        |
| <b>Date</b>                                    | <b>Requisition #</b> | <b>Contractor</b> | <b>Description</b>               | <b>Requisition</b>     |
| 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           |
| <b>TOTAL</b>                                   |                      |                   |                                  | <b>\$ 729,506.31</b>   |
| <b>Fiscal Year 2020</b>                        |                      |                   |                                  |                        |
| 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               |
| 8/1/20   |                      | Interest          |                                  | \$ 35.57               |
| 9/1/20   |                      | Interest          |                                  | \$ 18.14               |
| <b>TOTAL</b>                                   |                      |                   |                                  | <b>\$ 12,352.91</b>    |
| <b>Project (Construction) Fund at 09/30/19</b> |                      |                   |                                  | <b>\$ 1,525,883.74</b> |
| <b>Interest Earned thru 09/30/20</b>           |                      |                   |                                  | <b>\$ 12,352.91</b>    |
| <b>Requisitions Paid thru 09/30/20</b>         |                      |                   |                                  | <b>\$ (729,506.31)</b> |
| <b>Remaining Project (Construction) Fund</b>   |                      |                   |                                  | <b>\$ 808,730.34</b>   |

**Exhibit "A"**  
**Canopy**  
Community Development District

**Special Assessment Revenue Bonds, Series 2018 A3 - Restricted**

| Date                               | Requisition # | Contractor                              | Description | Requisition                 |
|------------------------------------|---------------|---|-------------|-----------------------------|
| <b>Fiscal Year 2021</b>            |               |   |             |                             |
| <b>TOTAL</b>                       |               |   |             | <b>\$ -</b>                 |
| <b>Fiscal Year 2021</b><br>10/1/20 |               | Interest                                |             | \$ 13.26                    |
|                                    |               | <b>TOTAL</b>                            |             | <b>\$ 13.26</b>             |
|                                    |               |   |             |                             |
|                                    |               | Project (Construction) Fund at 09/30/20 |             | \$ 808,730.34               |
|                                    |               | Interest Earned thru 10/31/20           |             | \$ 13.26                    |
|                                    |               | Requisitions Paid thru 10/31/20         |             | \$ -                        |
|                                    |               | Remaining Project (Construction) Fund   |             | <u><u>\$ 808,743.60</u></u> |
|                                    |               | Percentage Completed                    |             | 48.63%                      |



**Exhibit "A"**  
**Canopy**  
**Community Development District**

**Special Assessment Revenue Bonds, Series 2018 A4**

| <b>Date</b>                                   | <b>Requisition #</b> | <b>Contractor</b>               | <b>Description</b>                                     | <b>Requisition</b>     |
|---|----------------------|---------------------------------|--|------------------------|
| <b>Fiscal Year 2019</b>                       |                      |                                 |  |                        |
| 11/8/18                                       | 1                    | Ox Bottom Mortgage Holdings LLC | Reimbursement for construction costs paid by Developer | \$ 893,101.00          |
| <b>TOTAL</b>                                  |                      |                                 |  | <b>\$ 893,101.00</b>   |
| <b>Fiscal Year 2019</b>                       |                      |                                 |  |                        |
| 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               |
| <b>TOTAL</b>                                  |                      |                                 |  | <b>\$ 3,232.95</b>     |
| <b>Project (Construction) Fund at 11/8/18</b> |                      |                                 |  | <b>\$ 893,101.79</b>   |
| <b>Interest Earned thru 09/30/19</b>          |                      |                                 |  | <b>\$ 3,232.95</b>     |
| <b>Requisitions Paid thru 09/30/19</b>        |                      |                                 |  | <b>\$ (893,101.00)</b> |
| <b>Remaining Project (Construction) Fund</b>  |                      |                                 |  | <b>\$ 3,233.74</b>     |

| <b>Date</b>             | <b>Requisition #</b> | <b>Contractor</b> | <b>Description</b> | <b>Requisition</b> |
|-------------------------|----------------------|-------------------|--------------------|--------------------|
| <b>Fiscal Year 2020</b> |                      |                   |                    |                    |
| <b>TOTAL</b>            |                      |                   |                    | <b>\$ -</b>        |

**Exhibit "A"**  
**Canopy**  
**Community Development District**

**Special Assessment Revenue Bonds, Series 2018 A4**

**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  |
| 8/1/20  | Interest                   | \$ | 0.15  |
| 8/1/20  | Transfer from Reserve Fund | \$ | 1.39  |
| 9/1/20  | Interest                   | \$ | 0.08  |
| 9/1/20  | Transfer from Reserve Fund | \$ | 0.73  |

|              |  |           |               |
|--------------|--|-----------|---------------|
| <b>TOTAL</b> |  | <b>\$</b> | <b>323.04</b> |
|--------------|--|-----------|---------------|

|  |  |           |                 |
|--|--|-----------|-----------------|
| <b>Project (Construction) Fund at 09/30/19</b> |  | <b>\$</b> | <b>3,233.74</b> |
| <b>Interest Earned thru 09/30/20</b>           |  | <b>\$</b> | <b>323.04</b>   |
| <b>Requisitions Paid thru 09/30/20</b>         |  | <b>\$</b> | <b>-</b>        |

|  |  |           |                 |
|--|--|-----------|-----------------|
| <b>Remaining Project (Construction) Fund</b> |  | <b>\$</b> | <b>3,556.78</b> |
|--|--|-----------|-----------------|

| Date | Requisition # | Contractor | Description | Requisition |
|------|---------------|------------|-------------|-------------|
|------|---------------|------------|-------------|-------------|

**Fiscal Year 2021**

|              |  |           |          |
|--------------|--|-----------|----------|
| <b>TOTAL</b> |  | <b>\$</b> | <b>-</b> |
|--------------|--|-----------|----------|

**Fiscal Year 2021**

|         |                            |    |      |
|---------|----------------------------|----|------|
| 10/1/20 | Transfer from Reserve Fund | \$ | 0.54 |
| 10/1/20 | Interest                   | \$ | 0.06 |

|              |  |           |             |
|--------------|--|-----------|-------------|
| <b>TOTAL</b> |  | <b>\$</b> | <b>0.60</b> |
|--------------|--|-----------|-------------|

|  |  |           |                 |
|--|--|-----------|-----------------|
| <b>Project (Construction) Fund at 09/30/20</b> |  | <b>\$</b> | <b>3,556.78</b> |
| <b>Interest Earned thru 10/31/20</b>           |  | <b>\$</b> | <b>0.60</b>     |
| <b>Requisitions Paid thru 10/31/20</b>         |  | <b>\$</b> | <b>-</b>        |

|  |  |           |                 |
|--|--|-----------|-----------------|
| <b>Remaining Project (Construction) Fund</b> |  | <b>\$</b> | <b>3,557.38</b> |
|--|--|-----------|-----------------|

|                             |  |  |                |
|-----------------------------|--|--|----------------|
| <b>Percentage Completed</b> |  |  | <b>100.00%</b> |
|-----------------------------|--|--|----------------|