

*Canopy Community
Development District*

*Agenda Package
December 7, 2021*

AGENDA

Canopy
Community Development District
Meeting Agenda

Tuesday
December 7, 2021
11:00 a.m.

Dorothy B. Oven Park
3205 Thomasville Road
Tallahassee, FL
Call In #: 865-606-8207
Participation Passcode #: 7700

Board of Supervisors Meeting

- I. Roll Call
- II. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- III. Approval of Minutes of the November 2, 2021 Meeting
- IV. Public Hearing to Adopt Rates, Fees, Charges & a Disciplinary & Enforcement Rule, Resolution 2022-04
- V. Consideration of Agreement for Janitorial Maintenance Services with Tallahassee Cleaning Solutions, LLC
- VI. Consideration of Proposal(s) to Prepare Stormwater Needs Analysis Pursuant to Section 5 of Section 403.9302, Florida Statutes
 - A. Greenman-Pedersen, Inc. - \$8,500
- VII. Consideration of Agreement with Tekpro, Inc. for Security Camera Monitoring Service for \$180 Per Month (to be provided under separate cover)
- VIII. Consideration of Proposal from Florida Environmental & Land Services, Inc. for Pond Maintenance & Cattail Removal Regarding North Stormwater Pond, Sweet Ridge Street
- IX. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - 1. Approval of Check Register Summary & Requisition Summary
 - 2. Balance Sheet & Income Statement
- X. Other Business
- XI. Supervisors Requests
- XII. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, **November 2, 2021** at 11:03 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Darrin Mossing, Jr.	District Manager
Darrin Mossing	District Manager
Lauren Gentry	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing, Jr. called the meeting to order at 11:03 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the October 5,
2021 Meeting**

On MOTION by Mr. Russell seconded by Mr. Patterson with all in favor the minutes of the October 5, 2021 meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Approval of Landscape Maintenance Agreement with Truly Tailored Landscaping, LLC**

Mr. Mossing, Jr. stated this agreement was included in your agenda package. For the first three months the fee will be \$9,850 and after that the monthly fee will be \$8,250 for those services. This agreement started October 15, 2021 and will go through the end of fiscal Year 2022, which is 9/30/22.

Mr. Asbury stated the guy lives out there and apparently does about 30 homes and the people like him. We bid it and he gave a good bid it is more than we were paying and we hope that he will do a good job and if he doesn't, we can cancel the contract with 30-day's notice.

Mr. Russell asked how much more are we paying him?

Mr. Asbury stated \$2,000 per month, but we also are going to have the clubhouse.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the landscape & irrigation maintenance services agreement with Truly Tailored Landscaping, LLC was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2022-03 Authorizing & Approving Change of Designated Registered Agent & Registered Office**

Ms. Gentry stated the registered agent was previously Hopping Green & Sams and we are going through the process of updating all our districts to be the district manager's office. This is where any legal notices go and we typically scan those and send them to Darrin anyway.

On MOTION by Ms. Castille seconded by Mr. Brady with all in favor Resolution 2022-03 naming Darrin Mossing as the registered agent and the registered office as Governmental Management Services, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SIXTH ORDER OF BUSINESS**Approval of Change Order #9 for Sandco, LLC for Welaunee Boulevard, Segment 3A**

Mr. Mossing, Jr. stated next is change order no. 9 is with Sandco LLC for Welaunee Boulevard segment 3A.

Mr. Asbury asked did or engineer approve this?

Ms. Gentry responded he did and I thought he was going to call in to answer any question you might have.

Mr. Mossing stated we would like this approved subject to review by district counsel and the chairman signing off on that change order. This change order has to do with all our direct purchase of supplies. Because it was originally deducted from the Sandco contract the thought was it would be added back to the Sandco contract, but I don't think that is correct. The developer funded the full purchase and the fact that we didn't use it all, I think goes back to the developer as a refund more so than increasing the contract than them getting paid for something that they didn't purchase or provide.

Mr. Asbury stated I'm okay with what you said that it be approved contingent on final review.

Ms. Gentry stated we had the same questions that Darrin just raised, we spoke to Keith at length about this and he, as your advising engineer, has said he is comfortable with this. If the board has questions and you need more verification or to approve it, I am happy to follow-up with him and press that further, but ultimately we would rely on your district engineer's expertise as the consulting engineer and direct purchase agent to sign off on appropriate change orders.

Mr. Asbury stated I would like that caveat. I need to understand this before we sign it. Keith and I talked a month ago about this and I haven't talked to him since and would like to understand it a little more.

On MOTION by Mr. Patterson seconded by Mr. Brady with all in favor change order no. 9 with Sandco for Welaunee Boulevard Segment 3A in the amount of \$42,180.52 was approved subject to review and approval by the chairman.

SEVENTH ORDER OF BUSINESS

Discussion of Memorandum Regarding June 2022 Stormwater Reporting Requirements

Ms. Gentry stated this is really an FYI to give you more information about this reporting requirement that Jennifer and I have mentioned before. The legislature did enact a new requirement starting June 2022 to file a stormwater needs analysis report and to update it every five years after that. The office of Economic and Demographic Research has put out a template report with blanks where you fill in each category of information they require and that is included as well. It is a lengthy report, but there may be some overlap of information we already have. We

forwarded that to Darrin and Tom and you can expect to see on a future agenda a work authorization for one of your engineers to prepare that report. Right now we are evaluating what information we have, what else we might need, and working on getting a proposal in front of you for that.

EIGHTH ORDER OF BUSINESS**Acceptance of Engagement Letter with Carr, Riggs & Ingram to Perform the Audit for Fiscal Year 2021**

Mr. Mossing stated counsel proposed a few minor changes and we are asking that you approve this subject to the changes.

On MOTION by Mr. Patterson seconded by Mr. Brady with all in favor the engagement letter with Carr Riggs Ingram to perform the fiscal year 2021 audit was approved subject to incorporation of changes made by district counsel.

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. Brady seconded by Mr. Russell with all in favor the check run summary and requisition summary were approved.

ii. Balance Sheet and Income Statement

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

TENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

There being none,

On MOTION by Mr. Patterson seconded by Mr. Brady with all in favor the meeting adjourned at 11:25 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CANOPY COMMUNITY DEVELOPMENT DISTRICT ADOPTING RATES, FEES AND CHARGES; ADOPTING A DISCIPLINARY AND ENFORCEMENT RULE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canopy Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Leon County, Florida; and

WHEREAS, the District’s Board of Supervisors (“Board”) is authorized by 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board previously adopted on an interim basis certain rates and fees governing the use of its amenity facilities (“Rates and Fees”) and a disciplinary and enforcement rule providing for enforcement of its rules and policies (“Disciplinary Rule”), and now wishes to formally adopt said Rates and Fees and Disciplinary Rule; and

WHEREAS, the Board finds that the imposition of fees in accordance with **Exhibit A** for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; (ii) the average number of persons residing or working in or otherwise occupying the premises served; and upon (iii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution its *Disciplinary & Enforcement Rule*, as set forth in **Exhibit B**, for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2.

A. The rates, fees, and charges in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; (ii) the average number of persons residing or working in or otherwise occupying the premises served; and upon (iii) other factors affecting the use of the facilities furnished.

B. Rates, fees, and charges for use of the District's recreation facilities and services are hereby adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed. Previously adopted rates and fees related to the use of the District's recreation facilities and services which are not referenced herein shall remain unchanged. Said rates, fees, and charges shall stay in full force and effect until such time as the Board of Supervisors may rescind, amend, or repeal them in accordance with Chapter 190, *Florida Statutes*.

SECTION 3. The *Disciplinary & Enforcement Rule*, attached hereto as **Exhibit B**, is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. This *Disciplinary & Enforcement Rule* shall stay in full force and effect until such time as the Board of Supervisors may rescind, amend, or repeal it in accordance with Chapter 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 7th day of December, 2021.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chairperson/Vice Chairperson,
Board of Supervisors

Exhibit A: Rates and Fees
Exhibit B: Disciplinary Rule

Exhibit A

Canopy CDD Fees	
<i>Item</i>	<i>Fee</i>
Non-Resident Annual User Fee	2x the amount of the combined operation and maintenance assessment and debt assessment for a twenty-foot lot, which will change from time to time based on the District's budget.
Replacement Facility Access Fob	\$25.00/fob

Exhibit B

PART II: DISCIPLINARY & ENFORCEMENT RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2021)

Effective Date: December 7, 2021

In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 7, 2021 at a duly noticed public meeting, the Board of Supervisors of the Canopy Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenity Rules established for the safe operations of the District’s Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of a Key Fob or otherwise allows unauthorized use;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe endangers District residents, staff and Guests.

4. **Authority of District Manager and Onsite Staff.** The District Manager, other onsite staff, or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, onsite staff or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

5. **Process for Termination or Suspension of Amenity Privileges.**

a. Offenses:

i. First Offense: Verbal warning by District Manager or Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by District Manager or Amenity staff and held on file.

ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by District Manager or Amenity staff of a written report which is held on file.

iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall initially run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender's privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

b. Each offense shall remain on record and expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting no matter how many prior offenses are on record. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **Fines.** In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances. Additionally, the District may in its discretion hold any person who damages District property responsible for the cost of repairing or replacing such District property.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

SECTION V

AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of November 2021, by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Tallahassee, Florida, with an address of c/o District Manager, Governmental Management Services, LLC, 219 E. Livingston St., Orlando, FL 32801 (the "**District**"); and

TALLAHASSEE CLEANING SOLUTIONS, LLC, with a mailing address of 1822 Barrington Road, Monticello, FL 32344 (the "**Contractor**," together with District, the "**Parties**").

RECITALS

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

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

WHEREAS, the District owns, operates and/or maintains a recreation area inclusive of clubhouse, gym, restrooms, patio and common areas, and pool (together, the "**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

WHEREAS, Contractor represents that it is qualified to provide janitorial maintenance services as identified herein (together, the "**Services**"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District desires that the Contractor provide professional janitorial maintenance services two (2) times per week, on Mondays and Fridays, to include the following:

- A.** Interior spaces (gym, seating/common areas, and restrooms)
 - i. Vacuum all floor surfaces
 - ii. Mop all hard floor surfaces
 - iii. Dust all surfaces, including but not limited to windowsills, tables, equipment, shelves, and door frames.
 - iv. Wipe down all tables and chairs
 - v. Pick up and discard any trash/debris; take all trash to dumpsters; replace trash bags in trash receptacles.
 - vi. Clean all bathroom areas (clean mirrors, vacuum and mop floors, clean toilets, replenish soap and towels, remove trash and replace trash bags)
- B.** Exterior spaces (common areas, outdoor bathrooms)
 - i. Pick up and discard any trash/debris; take all trash to dumpsters; replace trash bags in trash receptacles.
 - ii. Clean all bathroom areas (clean mirrors, vacuum and mop floors, clean toilets, replenish soap and towels, remove trash and replace trash bags)

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative 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.

- (1)** The District hereby designates Jason Ghazvini to act as its representative.
- (2)** Upon request by the District Representative, the Contractor agrees to meet to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

C. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor *Six Hundred Sixty-Six Dollars and 00/100* (\$666.00) per week for the Services. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

B. The initial term of this Agreement shall be from the effective date written above through September 30, 2022, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one (1) year terms on each October 1, unless written notice of termination is provided as stated herein. Any increase in price or change in scope of services must be approved in writing, executed by both Parties, prior to implementation of same; any changes in price without such executed, written agreement shall be null and void.

C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional compensation shall be due for additional services unless agreed to in advance in writing by both parties.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5) Employee Fidelity Insurance of at least \$500,000

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION; SOVEREIGN IMMUNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives 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 Services 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, 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 actually incurred.

C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other 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 such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION; PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. 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, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. 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 and costs for trial, alternative dispute resolution, or appellate proceedings. 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.

SECTION 10. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, 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.

SECTION 11. SUCCESSORS; ASSIGNMENT. 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; provided, however, that neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. 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 Parties.

SECTION 15. EXECUTION OF AGREEMENT. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

A. If to District: Canopy Community Development District
Governmental Management Services, LLC
219 E. Livingston St.
Orlando, FL 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Contractor:

Tallahassee Cleaning Solutions, LLC
1822 Barrington Road
Monticello, FL 32344
Attn: _____

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 Notices 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 Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

SECTION 17. THIRD PARTY-BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

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

SECTION 19. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 **Darrin Mossing** ("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 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 the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, 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 AT (407) 841-5524, DMOSSING@GMSTNN.COM, OR AT 219 E. LIVINGSTON ST., ORLANDO, FL 32801.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

[Signatures on Following Page]

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

**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

Chairperson, Board of Supervisors

TALLAHASSEE CLEANING SOLUTIONS, LLC

Print Name: _____
Its: _____

SECTION VI

SECTION A

October 11, 2021

Canopy Community Development District

City of Tallahassee, Florida

Subject: Work Authorization Number 9 – Stormwater Needs Analysis
Canopy Community Development District

Dear Chairman, Board of Supervisors:

Greenman-Pedersen, Inc. (“Engineer”) is pleased to submit this proposal for Work Authorization #9 to provide engineering services for the Canopy Community Development District (“District”). We will provide these services pursuant to our current agreement dated August 18, 2017 (“Engineering Agreement”) as follows:

Introduction: GPI is of the understanding that the Canopy Community Development District is requesting a report as deemed necessary by new state law. This law requires special districts that own or operate stormwater management systems, stormwater management programs, or wastewater systems to create a 20-year needs analysis of such system(s). As it is understood, the City of Tallahassee is the owner and operator of the wastewater system, and therefore, the 20-year needs analysis will not need to be performed for the wastewater portions dictated in this law. To add, the PUD associated with the Canopy Development and the City’s plan for future users has already been planned and accounted for with the initial design of this system. The system is within a closed basin, and the design plans represent the full build-out condition of the area, so no new users are anticipated beyond and as what has been planned for.

For stormwater management programs and stormwater management systems, it is understood that an analysis must be provided that meets the stated requirements, which have been identified in our scope of services below. It is understood that this first analysis is due by June 30, 2022., and is to be updated every 5 years thereafter. It should be noted that this proposal is only for the initial report, and GPI shall re-engage with the District in 5 years to update the report.

1. Scope of Work

The District will engage Engineer to:

- Create a “20-year needs analysis” of the CDD owned facilities as directed in the memorandum dated September 7, 2021, “Wastewater Services and Stormwater needs analysis”, This stormwater facilities report is to be completed per the provided “stormwater needs analysis template”, and is to include:
 - A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
 - The number of current and projected residents served, calculated in 5-year increments.
 - The current and projected service area for the stormwater management program or stormwater management system(s)
 - The estimated remaining useful life of each facility or its major components.
 - The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
 - The local government’s plan to fund the maintenance or expansion of any new facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any funding gap.

Deliverable: Digitally Signed and Sealed “stormwater needs” report, in PDF format.

2. Fees

The District will compensate Engineer a lump sum amount of eight thousand five hundred dollars and no cents **(\$8,500.00)**. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement, not to exceed one hundred dollars and no cents **(\$100.00)**.

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

3. Assumptions & Exclusions:

- It is assumed that requirements for Wastewater portions do not apply to the Canopy CDD's Wastewater system, as it is owned and maintained by the City.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Canopy Community Develop

SECTION VIII



Florida Environmental & Land Services Inc.

221-4 Delta Court
Tallahassee, Florida 32303
Tel (850) 385.6255

November 16, 2021

Jason Ghazvani
Premier Homes
4708 Capital Circle NW,
Tallahassee, FL 32303
Cell: 850.545.8210

RE: Canopy Development Retaining Pond Maintenance/ Cattail Removal
Parcel ID#: 11152500000001
North Stormwater Pond, Sweet Ridge Street, Tallahassee, FL 32308

Mr. Ghazvani:

Thank you for the opportunity to present this proposal for pond maintenance and cattail removal relating to the retaining pond located on the northern portion of the parcel referenced above. The project is located on Sweet Ridge Road and Sunset Peak Drive. Stands of cattails (*Typha latifolia*) were observed growing on the banks and bottom of the stormwater pond.

TASK 1: Cattail Removal Year One

FELSI staff evaluated the stormwater retaining pond within the Canopy subdivision and cattails were observed on the banks and bottom of the pond. Cattails are a common nuisance species that tend to grow rapidly and if left unchecked, can quickly outcompete, and take over the bottoms of stormwater ponds. This initial treatment includes the mechanical reduction and foliar spray of the remaining parts of the plant. To treat the cattails, commercial grade wetland approved herbicide is applied to the parts of the plants that remain, ensuring the death of the plant. Included in the price are a licensed applicator, chemical and equipment (backpack sprayers, brush cutters, machetes, hand clippers, personal protection to include gloves, eye protection, etc.). A short summary of the treatment completed will be provided.

COST: \$1,600.00

TASK 1A: Cattail Removal Follow-up Treatment

After the initial treatment, a secondary treatment the following spring is recommended to prevent any resurgence of the target species. This treatment will use the same methodology as the initial treatment and will be applied to any new stands or resprouting chutes from the previously treated plants. A short summary of the treatment completed will be provided.

COST: \$750.00

If additional treatment areas are required outside this scope of work, a proposal can be provided. Note that many times treatment of cattails will be an ongoing maintenance item. Should you accept this proposal, please complete and return the service agreement which is attached. An invoice will be sent to you upon completion of the tasks. Payment is due within 30 days of the invoice date.

Thank you for the opportunity to submit this proposal, if you have any questions, please give us a call at the number provided.

Sincerely,

A handwritten signature in blue ink that reads "Elva Peppers". The signature is written in a cursive style with a large, stylized "E" and "P".

Elva L. Peppers

SERVICES AGREEMENT

SCOPE OF WORK:

PROPERTY INFORMATION

Parcel ID#:

Address:

County:

OWNER INFORMATION

Owner(s) Name:

Owner(s) Mailing Address:

Phone:

Fax:

Email:

PARTY RESPONSIBLE FOR PAYMENT OF SERVICES

Same as Owner ☐

Name:

Address:

Phone:

Fax:

Email:

AUTHORIZATION TO BIND

The person(s) signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract.

Signature

Date

Printed Name

TOTAL FEE:

Please provide key or gate access code to property, if needed.







SECTION IX

SECTION C

SECTION 1

Canopy

Community Development District

Summary of Operating Checks

October 1, 2021 to October 31, 2021

Bank	Date	Check No.'s	Amount
General Fund	10/4/21	236-240	\$ 288,021.92
	10/22/21	241-243	\$ 4,603.50
		Subtotal	\$ 292,625.42
Capital Reserve Fund			\$ -
		Subtotal	\$ -
Capital Projects Fund- Welaunee	10/22/21	22	\$ 53,698.15
		Subtotal	\$ 53,698.15

*** CHECK DATES 10/01/2021 - 10/31/2021 ***

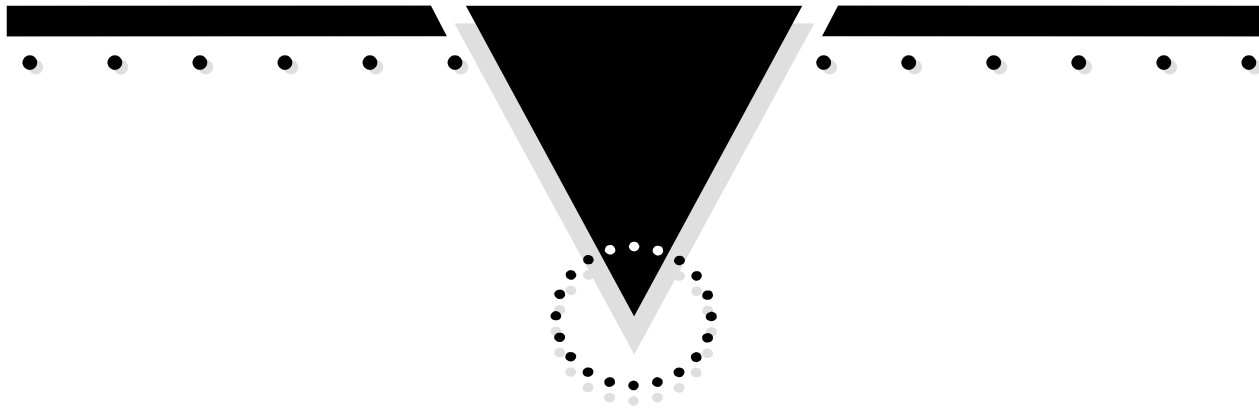
CANOPY CDD - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/04/21	00025	9/30/21 2021-04 SR18A-3	202110 300-20700-10000 9/21 DIREST ASMT	CANOPY CDD	*	74,469.00	74,469.00 000236
10/04/21	00026	9/30/21 2021-03 SR18A-2	202110 300-20700-10000 9/21 DIREST ASMT	CANOPY CDD	*	128,843.00	128,843.00 000237
10/04/21	00010	9/30/21 2021-02 SR18A-1	202110 300-20700-10000 9/21 DIRECT ASMT	CANOPY CDD	*	67,122.63	67,122.63 000238
10/04/21	00020	9/27/21 7076	202110 310-51300-45000 2021-2022 PROPERTY INSUR	EARL BACON AGENCY	*	9,616.75	9,616.75 000239
10/04/21	00001	8/01/21 58	202108 310-51300-34000 MANAGEMENT FEES		*	2,916.67	
		8/01/21 58	202108 310-51300-35100 INFORMATION TECH		*	208.33	
		8/01/21 58	202108 310-51300-31300 DISSEMINATION AGENT		*	666.67	
		8/01/21 58	202108 310-51300-42500 COPIES		*	9.45	
		9/01/21 59	202109 310-51300-34000 MANAGEMENT FEES		*	2,916.67	
		9/01/21 59	202109 310-51300-35100 INFORMATION TECHNOLOGY		*	208.33	
		9/01/21 59	202109 310-51300-31300 DISSEMINATION AGENT		*	666.67	
		9/01/21 59	202109 310-51300-42000 POSTAGE		*	30.05	
		9/01/21 59	202109 310-51300-49000 ADVANCE DIRECT MKTG		*	347.70	
			GOVERNMENTAL MANAGEMENT SERVICES				7,970.54 000240
10/22/21	00004	10/01/21 85390	202110 310-51300-54000 SPECIAL DISTRICT FEE FY22	DEPT OF ECONOMIC OPPORTUNITY	*	175.00	175.00 000241
10/22/21	00007	9/21/21 323788	202108 310-51300-31100 ENGINEERING FEE THRU 8/27		*	710.00	
		9/21/21 323790	202108 310-51300-31100 ENGINEERING FEE THRU 8/27		*	1,500.00	
			GREENMAN-PEDERSEN, INC				2,210.00 000242
			CANO CANOPY CDD	AMOSSING			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/22/21	00024	10/03/21 325	202109 310-51300-31500	LEGAL SERVICES THRU 09/30	*	2,218.50	
				KE LAW GROUP, PLLC			2,218.50 000243
						TOTAL FOR BANK A	292,625.42
						TOTAL FOR REGISTER	292,625.42

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/22/21	00001	9/30/21	PAY APP 202110 600-20700-10000 PAY APP #12	SANDCO, LLC	*	53,698.15	
							53,698.15 000022
						TOTAL FOR BANK C	53,698.15
						TOTAL FOR REGISTER	53,698.15

SECTION 2



Canopy

Community Development District

Unaudited Financial Reporting
October 31, 2021



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7	<hr/> Capital Projects Fund
8-9	<hr/> Month to Month
10	<hr/> Long Term Debt
11	<hr/> Assessment Receipt Schedule

Canopy
Community Development District
Combined Balance Sheet
October 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash				
Operating	\$ 4,584	\$ -	\$ -	\$ 4,584
Capital Projects	\$ -	\$ -	\$ 1,544	\$ 1,544
Welaunee	\$ -	\$ -	\$ 104,371	\$ 104,371
Investments				
Series 2018 A1 & A2				
Reserve A1	\$ -	\$ 82,146	\$ -	\$ 82,146
Revenue A1	\$ -	\$ 72,731	\$ -	\$ 72,731
Revenue A2	\$ -	\$ 128,843	\$ -	\$ 128,843
Prepayment A2	\$ -	\$ 149,796	\$ -	\$ 149,796
Construction	\$ -	\$ -	\$ 6	\$ 6
Series 2018 A3				
Reserve A3	\$ -	\$ 104,688	\$ -	\$ 104,688
Revenue A3	\$ -	\$ 85,518	\$ -	\$ 85,518
Construction	\$ -	\$ -	\$ 10,407	\$ 10,407
Construction-Restricted	\$ -	\$ -	\$ -	\$ -
Series 2018 A4				
Reserve A4	\$ -	\$ 32,714	\$ -	\$ 32,714
Revenue A4	\$ -	\$ 46,913	\$ -	\$ 46,913
Construction	\$ -	\$ -	\$ 3,561	\$ 3,561
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -
Assessment Receivable	\$ -	\$ -	\$ -	\$ -
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ 2,858	\$ -	\$ 2,858
Due from Other	\$ 5,000	\$ -	\$ -	\$ 5,000
Total Assets	\$ 9,584	\$ 706,207	\$ 119,889	\$ 835,680
Liabilities:				
Accounts Payable	\$ 31,695	\$ -	\$ 4,862	\$ 36,557
Accrued Expenses	\$ -	\$ -	\$ -	\$ -
Retainage Payable	\$ -	\$ -	\$ 464,643	\$ 464,643
Due to Capital Fund	\$ -	\$ -	\$ -	\$ -
Due to Debt Service	\$ 2,856	\$ -	\$ -	\$ 2,856
Due to Developer/CDD	\$ -	\$ -	\$ 5,068,324	\$ 5,068,324
Total Liabilities	\$ 34,551	\$ -	\$ 5,537,829	\$ 5,572,380
Fund Balances:				
Unassigned	\$ (24,967)	\$ -	\$ -	\$ (24,967)
Restricted For Debt Service 2018 A1 & A2	\$ -	\$ 434,023	\$ -	\$ 434,023
Restricted For Debt Service 2018 A3	\$ -	\$ 191,462	\$ -	\$ 191,462
Restricted For Debt Service 2018 A4	\$ -	\$ 80,722	\$ -	\$ 80,722
Assigned For Capital Projects 2018 A1 & A3	\$ -	\$ -	\$ (242,678)	\$ (242,678)
Assigned For Capital Projects 2018 A3	\$ -	\$ -	\$ 10,407	\$ 10,407
Assigned For Capital Projects 2018 A4	\$ -	\$ -	\$ 3,561	\$ 3,561
Assigned For Capital Projects	\$ -	\$ -	\$ (2,237,455)	\$ (2,237,455)
Assigned For Capital Projects - Welaunee	\$ -	\$ -	\$ (2,951,775)	\$ (2,951,775)
Total Fund Balances	\$ (24,967)	\$ 706,207	\$ (5,417,940)	\$ (4,736,700)
Total Liabilities & Fund Balance	\$ 9,584	\$ 706,207	\$ 119,889	\$ 835,680

Canopy
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Adopted Budget	Prorated Budget	Actual	Variance
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Revenues

Assessments - Tax Roll	\$ 114,039	\$ -	\$ -	\$ -
Assessments - Direct (Administrative Only)	\$ 136,292	\$ 11,358	\$ 11,358	\$ 0
Developer Contributions	\$ 342,545	\$ -	\$ -	\$ -
Miscellaneous Income	\$ 1,000	\$ 83	\$ -	\$ (83)
Total Revenues	\$ 593,875	\$ 11,441	\$ 11,358	\$ (83)

Expenditures:

General & Administrative:

Engineering	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Arbitrage	\$ 450	\$ 38	\$ -	\$ 38
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 8,000	\$ 667	\$ 917	\$ (250)
Attorney	\$ 35,000	\$ 2,917	\$ 4,574	\$ (1,657)
Annual Audit	\$ 5,000	\$ 417	\$ -	\$ 417
Trustee Fees	\$ 10,000	\$ 833	\$ 759	\$ 75
Management Fees	\$ 36,750	\$ 3,063	\$ 3,063	\$ -
Information Technology	\$ 3,700	\$ 308	\$ 308	\$ 0
Travel	\$ 50	\$ 4	\$ -	\$ 4
Telephone	\$ 250	\$ 21	\$ -	\$ 21
Postage	\$ 500	\$ 42	\$ -	\$ 42
Printing & Binding	\$ 1,500	\$ 125	\$ -	\$ 125
Insurance-Liability	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Legal Advertising	\$ 2,500	\$ 208	\$ -	\$ 208
Other Current Charges	\$ 3,000	\$ 250	\$ 51	\$ 200
Office Supplies	\$ 500	\$ 42	\$ -	\$ 42
Dues	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 127,875	\$ 18,608	\$ 17,915	\$ 693

Maintenance

Common Area:

Field Services	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Porter Services	\$ 6,000	\$ 500	\$ -	\$ 500
Landscape Maintenance	\$ 85,000	\$ 7,083	\$ 9,850	\$ (2,767)
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	\$ 10,050	\$ 838	\$ -	\$ 838
Lake Maintenance	\$ 7,500	\$ 625	\$ -	\$ 625
Dove Pond Dam Surety Bond	\$ 10,000	\$ 833	\$ -	\$ 833
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, 2021

	Adopted Budget	Prorated Budget	Actual	Variance
<i><u>Amenity Center</u></i>				
Amenity Management Staffing	\$ 35,000	\$ 2,917	\$ -	\$ 2,917
Janitorial	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Landscape Maintenance	\$ 24,000	\$ 2,000	\$ -	\$ 2,000
Pool Maintenance	\$ 30,000	\$ 2,500	\$ -	\$ 2,500
Pool Chemicals	\$ 7,500	\$ 625	\$ -	\$ 625
Pool Permits	\$ 750	\$ 63	\$ -	\$ 63
Pool - Electric	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Pool - Water	\$ 1,000	\$ 83	\$ -	\$ 83
Water/Sewer	\$ 5,000	\$ 417	\$ -	\$ 417
Gas	\$ 500	\$ 42	\$ -	\$ 42
Trash	\$ 2,400	\$ 200	\$ -	\$ 200
Pest Control	\$ 1,200	\$ 100	\$ -	\$ 100
Termite Bond	\$ 750	\$ 63	\$ -	\$ 63
Insurance - Property	\$ 25,000	\$ 25,000	\$ 9,617	\$ 15,383
Cable/Internet	\$ 7,500	\$ 625	\$ -	\$ 625
Access Cards	\$ 2,500	\$ 208	\$ -	\$ 208
Activities	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Security/Alarms/Repair	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Repairs and Maintenance	\$ 20,000	\$ 1,667	\$ -	\$ 1,667
Office Supplies	\$ 2,000	\$ 167	\$ -	\$ 167
Holiday Decorations	\$ 5,000	\$ 417	\$ -	\$ 417
<i><u>Other</u></i>				
Contingency	\$ 17,000	\$ 1,417	\$ -	\$ 1,417
Capital Reserve	\$ 39,000	\$ 3,250	\$ -	\$ 3,250
Total Maintenance	\$ 466,000	\$ 61,750	\$ 19,467	\$ 42,283
Total Expenditures	\$ 593,875	\$ 80,358	\$ 37,382	\$ 42,976
Excess Revenues (Expenditures)	\$ -	\$ (68,917)	\$ (26,024)	
Fund Balance - Beginning	\$ -		\$ 1,058	
Fund Balance - Ending	\$ -		\$ (24,967)	

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, 2021

	Adopted Budget	Prorated Budget	Actual	Variance
Revenues				
Assessments - Tax Roll (Platted Lots)	\$ 36,758	\$ -	\$ -	\$ -
Assessments - Direct A1	\$ 127,500	\$ -	\$ -	\$ -
Assessments - Direct A2	\$ 315,840	\$ -	\$ -	\$ -
Assessments - Prepayments	\$ -	\$ -	\$ 94,220	\$ 94,220
Interest Income	\$ 500	\$ 42	\$ 1	\$ (41)
Total Revenues	\$ 480,598	\$ 42	\$ 94,221	\$ 94,180
Expenditures:				
Series 2018 A1				
Interest - 11/1	\$ 66,071	\$ -	\$ -	\$ -
Principal - 5/1	\$ 30,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 66,071	\$ -	\$ -	\$ -
		\$ -		
Series 2018 A2				
Interest - 11/1	\$ 128,843	\$ -	\$ -	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 128,843	\$ -	\$ -	\$ -
Total Expenditures	\$ 479,828	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ (1)	\$ (1)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (1)	\$ (1)
Excess Revenues (Expenditures)	\$ 770		\$ 94,221	
Fund Balance - Beginning	\$ 227,333		\$ 339,803	
Fund Balance - Ending	\$ 228,103		\$ 434,023	

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, 2021

	Adopted Budget	Prorated Budget	Actual	Variance
Revenues				
Assessments - Tax Roll (Platted Lots)	\$ -	\$ -	\$ -	\$ -
Assessments - Direct (Unplatted Lots)	\$ 214,375	\$ -	\$ -	\$ -
Interest Income	\$ 100	\$ 8	\$ 1	\$ (7)
Total Revenues	\$ 214,475	\$ 8	\$ 1	\$ (7)
Expenditures:				
Interest - 11/1	\$ 85,469	\$ -	\$ -	\$ -
Principal - 5/1	\$ 35,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 85,469	\$ -	\$ -	\$ -
Total Expenditures	\$ 205,938	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/Out	\$ (100)	\$ (8)	\$ (1)	\$ (7)
Total Other Financing Sources (Uses)	\$ (100)	\$ (8)	\$ (1)	\$ (7)
Excess Revenues (Expenditures)	\$ 8,437		\$ 0	
Fund Balance - Beginning	\$ 85,617		\$ 191,462	
Fund Balance - Ending	\$ 94,054		\$ 191,462	

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, 2021

	Adopted Budget	Prorated Budget	Actual	Variance
Revenues				
Assessments - Tax Roll (Platted Lots)	\$ -	\$ -	\$ -	\$ -
Assessments - Direct (Unplatted Lots)	\$ 214,375	\$ -	\$ -	\$ -
Bond Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 100	\$ 8	\$ 1	\$ (8)
Total Revenues	\$ 214,475	\$ 8	\$ 1	\$ (8)
Expenditures:				
Interest - 11/1	\$ 85,469	\$ -	\$ -	\$ -
Principal - 5/1	\$ 35,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 85,469	\$ -	\$ -	\$ -
Total Expenditures	\$ 205,938	\$ -	\$ -	\$ -
Other Sources/(Uses)				
Transfer In/Out	\$ (100)	\$ (8)	\$ (0)	\$ (0)
Total Other Financing Sources (Uses)	\$ (100)	\$ (8)	\$ (0)	\$ (0)
Excess Revenues (Expenditures)	\$ 8,437		\$ 0	
Fund Balance - Beginning	\$ 85,617		\$ 80,721	
Fund Balance - Ending	\$ 94,054		\$ 80,722	

Canopy
Community Development District
Capital Projects Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Series 2018 A1 & A2		Series 2018 A3		Series 2018 A4		Capital Projects		Welaunee		
	Actuals		Actuals		Actuals		Actuals		Actuals		Total
<u>Revenues</u>											
Interest	\$	-	\$	0	\$	0	\$	-	\$	-	0
Total Revenues	\$	-	\$	0	\$	0	\$	-	\$	-	0
<u>Expenditures:</u>											
Capital Outlay - Construction	\$	-	\$	-	\$	-	\$	-	\$	-	-
Capital Outlay - General	\$	-	\$	-	\$	-	\$	-	\$	-	-
Professional Fees	\$	-	\$	-	\$	-	\$	-	\$	-	-
Miscellaneous	\$	-	\$	-	\$	-	\$	30	\$	45	75
Total Expenditures	\$	-	\$	-	\$	-	\$	30	\$	45	75
<u>Other Financing Sources/(Uses)</u>											
Transfer In/Out	\$	-	\$	1	\$	0	\$	-	\$	-	1
Total Other Financing Sources (Uses)	\$	-	\$	1	\$	0	\$	-	\$	-	1
Excess Revenues (Expenditures)	\$	-	\$	1	\$	0	\$	(30)	\$	(45)	(74)
Fund Balance - Beginning	\$	(242,678)	\$	10,406	\$	3,561	\$	(2,237,425)	\$	(2,951,730)	(5,417,867)
Fund Balance - Ending	\$	(242,678)	\$	10,407	\$	3,561	\$	(2,237,455)	\$	(2,951,775)	(5,417,940)

Community Development District
Month to Month - Fiscal Year 2022

[illegible]

Expenditures:

General & Administrative:

[illegible]

Maintenance

Common Area:

[illegible]

Community Development District
Month to Month - Fiscal Year 2022

[illegible]

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)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$30,000)
CURRENT BONDS OUTSTANDING		\$2,170,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE:	6.150%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	NOT SECURED - N/A	
RESERVE FUND REQUIREMENT	\$0	
RESERVE FUND BALANCE	\$0	
BONDS OUTSTANDING - 11/08/18		\$5,480,000
LESS: SPECIAL CALL - 05/01/19		(\$110,000)
LESS: SPECIAL CALL - 08/01/19		(\$305,000)
LESS: SPECIAL CALL - 11/01/19		(\$405,000)
LESS: SPECIAL CALL - 02/01/20		(\$60,000)
LESS: SPECIAL CALL - 05/01/20		(\$10,000)
LESS: SPECIAL CALL - 08/01/20		(\$75,000)
LESS: SPECIAL CALL - 02/01/21		(\$30,000)
LESS: SPECIAL CALL - 05/01/21		(\$30,000)
LESS: SPECIAL CALL - 08/01/21		(\$265,000)
CURRENT BONDS OUTSTANDING		\$4,190,000

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS

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

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE:	5.000%, 5.150%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$32,714	
RESERVE FUND BALANCE	\$32,714	
BONDS OUTSTANDING - 11/08/18		\$965,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$15,000)
CURRENT BONDS OUTSTANDING		\$935,000