

*Canopy Community  
Development District*

*Agenda Package  
June 7, 2022*

# AGENDA

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

Tuesday  
June 7, 2022  
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 (Speakers 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 March 1, 2022 Meeting
- IV. Consideration of Resolution 2022-05 Approving the Proposed Budget for Fiscal Year 2023 & Setting a Public Hearing Date for Adoption (budget to be provided under separate cover)
- V. Consideration of Resolution 2022-06, Election of Officers
- VI. Consideration of Resolution 2022-07 Designating Date, Time and Location of Landowners Meeting
- VII. Ratification of Pool Maintenance Agreement
- VIII. Ratification of Escrow Agreement, Funding for Segment 3B Project
- IX. Consideration of Work Authorization No. 10, Annual Public Facilities Report Proposal
- X. Ratification of Agreement with Leon County Tax Collector
- XI. Ratification of Change Order No. 1 to the Welaunee Boulevard, Segment 3B Contract with Sandco, LLC for \$195,170.02 Representing Direct Purchase of Materials
- XII. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - 1. Approval of Check Register Summaries
      - a. February 2022
      - b. March 2022
      - c. April 2022
    - 2. Balance Sheet & Income Statement
    - 3. Special Assessment Receipts Schedule
    - 4. Number of Registered Voters in the District - 272

XIII. Other Business

XIV. Supervisors Requests

XV. Adjournment

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<sup>1</sup> 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, **March 1, 2022** at 11:01 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

Also present were:

Darrin Mossing	District Manager
Lauren Gentry	District Counsel
Roni Allston	Resident
Nancy Marciniak	Resident
Gene Nelson	Resident

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mossing called the meeting to order at 11:01 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Allston stated I would like to reserve the right to speak at a later time.

Ms. Marciniak stated I would like to reserve my time for later in the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the December 7,  
2021 Meeting**

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the minutes of the December 7, 2021 meeting were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Proposal to Prepare  
Stormwater Needs Analysis Pursuant to  
Section 403.9302, Florida Statutes**

Mr. Mossing stated all the proposals we have been receiving from other engineering firms are generally over \$15,000 and some of them are as high as \$30,000.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor the proposal from Greenman-Pedersen in the amount of \$8,500 for the preparation of the stormwater needs analysis was approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of Change Order No. 1 with  
Baycrest Corporation for Clubhouse  
Construction for Decrease of \$25,374.02**

Mr. Mossing stated that change order was in the agenda package.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor change order no. 1 with Baycrest Corporation for Clubhouse construction for a net decrease of \$25,374.02 was ratified.

**SIXTH ORDER OF BUSINESS**

**Ratification of Change Order No. 2 with  
Baycrest Corporation for Clubhouse  
Construction for an Increase of \$61,640.27**

Mr. Mossing stated that was for the addition of audio visual/security, cabana, and pool maintenance. That contract is complete and paid in full and these are ratifications.

Mr. Asbury stated the developer has given the clubhouse to the district.

Mr. Mossing stated we have filed for our tax exemption on that property.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor change order no. 2 with Baycrest Corporation for clubhouse construction for a net increase of \$61,640.27 was ratified.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Field Ops/Amenity Oversight  
Agreement**

Ms. Gentry stated this is what we talked about at the December meeting. Jason Ghazvini does so much onsite at the property we talked about it being a benefit to the district if he could have some authority to coordinate with our vendors and oversee some of the work that is being

done onsite on behalf of the district. This agreement accomplishes and formalizes that. There are a few areas of oversight that we identified that seemed like it would be a benefit to the district for him to perform, one is field operations to coordinate and oversee the landscaping provider and identify deficiencies in service for us and let us know when there are deficiencies. The second is facility management and that involves your clubhouse, pool, that sort of thing so if we needed someone onsite to coordinate with a vendor, he would have authority to do that and obtain proposals if we needed them. There are some general services as well. This is open for discussion and you can make changes or approve it as presented. He doesn't have any authority for accounting or cash disbursement and he wouldn't have authority to sign contracts, that would stay with Darrin and the board.

Mr. Asbury stated right now the district doesn't have enough money to pay for what we have so the developer is paying. At some point the district will finally have enough income to cover expenses.

Mr. Mossing stated once the property is going to be fully platted all the assessments will be coming into the district so the budget will be fully funded. Whether it is you own the property and you are paying the property tax bill, all the money will be in the control of the district. At that point you would want to be in a paying position.

Ms. Gentry stated at some point when it is fully built out it will make sense to pay someone to be onsite and overseeing things. We are not at that point and this is a temporary agreement.

Mr. Asbury stated we have been talking to a lady who manages the grill and has been doing a lot of CDD stuff and she did Southwood, about coming in and managing the facility and trying to engage everybody with events and things to do in the clubhouse instead of the clubhouse on its own. We are working to see if we can negotiate something and we may come back with that.

Mr. Russell asked is there a cap for Jason as far as expenses that he has to get approval to spend or how does that work?

Ms. Gentry stated we currently don't have that spending authority in this agreement. If the board wanted to discuss that I suggest having a second approval through your district manager but we could have a cap of whatever you think is appropriate.

Mr. Mossing stated Jason has gotten the pool contractor, a cleaning service and he was instrumental in bringing on the landscape maintenance contract. He is bringing contracts on but other than the contractual I have an idea that Premier is paying any of those incidental costs directly



because they are not coming to me. If he is incurring costs related to the maintenance of any of those areas, they are not coming to me. As far as I know he is not spending any money.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the field operations agreement was ratified.

Ms. Allston stated if he is going to be the go-to guy for cleaning and stuff like that, when we have an issue are we contacting him because there is an issue right now; sanitation in the gym is an issue. It is not happening. We have contacted Jason and said there needs to be disinfectant in there, a little thing of Purell is not going to cut it. The equipment could be cleaned off, disinfected. Who do we contact for that?

Mr. Asbury stated I would say Jason or you could send something to me or Darrin.

Mr. Mossing stated I will forward it on. We have a cleaning service contract so if you are looking for bottles to be left in the gym with towels and wipe down the equipment in addition.

Ms. Allston stated whoever is doing the cleaning when they come to clean the clubhouse there should be a rack system near all the equipment where they just take a new bottle so there is always wipes there.

Mr. Asbury stated we will take care of that. I will say something to Jason.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Pool Maintenance Agreement**

This item was tabled.

#### **NINTH ORDER OF BUSINESS**

#### **Ratification of Final 3B Contract**

Ms. Gentry stated this is the same contract form the board saw in the past. The second phase of the Welaunee project we plugged in the details to the form of agreement that we have and had that signed so we could start ordering materials so we didn't have supply chain issues. We are bringing back that final signed agreement for you to ratify and we will be in touch with Tom on where we are on the second phase and getting the ball rolling if we need to be moving this along.

Mr. Asbury stated this is taking Welaunee Boulevard from the roundabout to the edge of our property and the city will fund it. I think they are supposed to start in the next couple of years.

Ms. Gentry stated we issued a limited notice to proceed for purposes of ordering materials and that sort of thing. We haven't started the clock yet.

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor the final 3B contract with Sandco, LLC in the lump sum amount of \$2,084,357.34 was ratified.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Ms. Gentry stated we did receive the first phase of Welaunee reimbursement from the city, that was the Welaunee 3A and turn lane project that you recently completed.

We are continuing to monitor any bills that may impact the district. The session ends March 11<sup>th</sup> so by your next meeting we will have a full list of what has passed.

Mr. Mossing stated now that we received the money, we paid it back out to the bank and paid off the loan that was associated with the \$3.9 million, which was not easy.

#### **B. Engineer**

There being none, the next item followed.

#### **C. Manager**

##### **i. Approval of Check Register Summary and Requisition Summary**

On MOTION by Mr. Patterson 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.

##### **iii. Special Assessment Receipt Schedule**

A copy of the special assessment receipt schedule was included in the agenda package.

**ELEVENTH ORDER OF BUSINESS****Other Business**

Ms. Allston stated we have had a lot of issues with district 850 we know it was removed from the CDD so it is not the CDD's responsibility but at the same time there is that duty to protect the residents that are in the CDD and that includes the three of us and others. The district 850 has been a nuisance from the beginning it opened its doors two years ago. We have involved the city, we have had a noise ordinance that I worked on and we had petitions in our community. Some things are coming to fruition finally with the city's help. We need more help than that, we need that wall. There needs to be a wall that separates the residents from this facility, it is going to help crime prevention and all the other issues that district 850 imposes on this community, the trash, the lights, the noise, the fights, the music, the donuts in the parking lot. This is not once in a while this is twice a week. I called two nights ago about fighting in the parking lot and trash all over the place.

Mr. Asbury asked is this normally after they close?

Ms. Allston stated no. Saturday afternoon, it's 7 p.m., they grab food and throw the trash on the ground and it ends up in the stormwater drain, that is the CDDs responsibility. If you go behind my house you will see all the trash that has gone over the fence into the water. If you put a wall there for \$15,000 it will make all the difference. They are a commercial entertainment center and there needs to be some separation between them and us. When you have town center built you will have the same problems.

Mr. Asbury stated I hear you about the wall and you have paid taxes, but we are still funding everything to the tune of several hundred thousand dollars a year. I have been trying to negotiate something with 850. I know he is looking to build more on his property, which would be next to the road.

Ms. Marciniak stated I'm fighting against that as well because that is against the PUD. I see what you are doing for the new phases and you need to take care of Phase 1. It is not that big of a cost, let's stop delaying it. Take care of the first phase then move on to the other phases.

Ms. Allston stated I want to discuss the paving of Sunset Peak. We have been promised since last May, I have lived on that street for 2 ½ years. We were promised it was going to get its final paving and we understand there was an issue about the sewers and not wanting to pave and have to dig it up but at the last HOA meeting we were promised that if it wasn't paved or a specific timeline within two weeks something temporary would be done. There is loose gravel at the

driveways, every time cars go in and out of their driveways gravel gets thrown in the road and chipping paint on the cars.

Mr. Asbury stated I know they were worried about tying into the sewer and I didn't realize it wasn't done. I will find out what is going on.

Ms. Allston stated the trails that were just put in, less than a month old you can't walk on them because they are eroding.

Ms. Marciniak stated it was done incorrectly, they have black fabric underneath it.

Mr. Asbury stated I will find out.

**TWELFTH ORDER OF BUSINESS**

**Supervisors Requests**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor the meeting adjourned at 11:36 a.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION IV

**RESOLUTION 2022-\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Canopy Community Development District ("**District**") prior to June 15, 2022, proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022, and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 16, 2022

HOUR: 6:00 p.m.

LOCATION: Dorothy B. Oven Park  
3205 Thomasville Road  
Tallahassee, Florida 32808

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Tallahassee and Leon County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and to ensure that it remains on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions

of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF JUNE, 2022.**

ATTEST:

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Proposed Budget

# SECTION V



**RESOLUTION 2022-06**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Board of Supervisors of the Canopy Community Development District at a regular business meeting held on June 7, 2022 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

**James Oliver**

Treasurer

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF JUNE, 2022**

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Chairman / Vice Chairman

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Secretary / Assistant Secretary

# SECTION VI

## RESOLUTION 2022-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Canopy Community Development District ("**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**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Gregg Patterson	11/2022
2	John "Al" Russell	11/2022
3	David Brady	11/2022
4	Colleen Castille	11/2024
5	Tom Asbury	11/2024

This year, Seat 1, currently held by Gregg Patterson, Seat 2, currently held by John Russell, and Seat 3, currently held by David Brady are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the \_\_\_\_\_ day of November, 2022, at \_\_\_\_\_ a/p.m., and located at \_\_\_\_\_.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its **June 7, 2022** meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 1509 Village Square Boulevard, Tallahassee, Florida 32309, or at the office of the District Manager, Governmental Management Services – Central Florida LLC, located at 219 East Livingston Street, Orlando, Florida 32801.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 7TH DAY OF JUNE, 2022.**

**CANOPY COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

## EXHIBIT A

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Canopy Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 424.17 acres, generally located east of Fleischmann Road, south of Centerville Road, and north of Miccosukee Road in Leon County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_  
PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801 Ph: (407) 841-5524 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
CANOPY COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: \_\_\_\_\_, November \_\_, 2022

TIME: \_\_\_\_\_ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
LEON COUNTY, FLORIDA  
LANDOWNERS' MEETING – [DATE]**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Canopy Community Development District to be held at \_\_\_\_\_, on \_\_\_\_\_, at \_\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[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.]

**Total Number of Authorized Votes:**

\_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**SUMTER COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER \_\_, 2022**

**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>
_____	_____
_____	_____
_____	_____

[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, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# SECTION VII

## AGREEMENT FOR POOL MAINTENANCE SERVICES

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of March 2022, by and between:

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**PREMIER POOLS OF TALLAHASSEE, LLC**, a Florida limited liability company, with a mailing address of 4013 Woodville Highway, Unit 5, Tallahassee, Florida 32305 (the “**Contractor**” and, together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including among other things, a recreation facility inclusive of one (1) pool (the “**Pool**”); and

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

**WHEREAS**, the Contractor represents that it is qualified, licensed and insured to provide Pool maintenance services and has agreed to provide to the District those services identified in Contractor’s proposal attached hereto as **Exhibit A** and in compliance with the terms and conditions of this Agreement (the “**Services**”); and

**WHEREAS**, the District and the 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:

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

**2. DESCRIPTION OF WORK AND SERVICES.** The Contractor agrees to provide the Services three (3) times per week as more particularly described in **Exhibit A**, including the following:

**A. Cleaning.** Contractor shall vacuum and net debris from the Pool and clean the Pool filter upon each Service visit.

**B. Chemicals Maintenance.** Contractor agrees to provide certain chemicals necessary to maintain proper chemical balance of the water in the Pool, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-fuming pool acid, bi-carb, shock and shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder (the “**Chemicals**”). Contractor further agrees to independently test the water chemistry of the Pool, and to keep an accurate and up-to-date written log of such tests during the term of this Agreement. Such log shall be maintained on-site. In the event that such tests reveal that proper water chemistry is not being maintained, the Contractor shall promptly notify the District of the

same, and the Contractor will add chemicals to the Pool as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the Chemicals in at the Pool shall accrue to the Contractor.

C. *Additional Work.* Should the District desire that the Contractor provide additional work or services, such additional work or services shall be fully performed by the Contractor only after prior approval of the same by a written work authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes the Contractor to perform such additional work or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use the Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.

### **3. COMPENSATION AND TERM.**

A. The District agrees to compensate Contractor *Two Thousand, Three Hundred Dollars and 00/100* (\$2,300.00) per month for providing the Services as set forth in this Agreement, which annual total under this Agreement shall not exceed *Twenty-Seven Thousand Six Hundred Dollars and 00/100* (\$27,600.00).

B. Payment shall be in accordance with Florida's Local Government Prompt Payment Act, as set forth in Sections 218.70 *et seq.* of the *Florida Statutes*, and unpaid invoices shall accrue interest as set forth therein. The District will reimburse Contractor for all financial costs associated with enrollment in third party billing (if any are present) upon request via a valid invoice.

C. The initial term of this Agreement shall be from the date and year first written above through September 30, 2022, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for additional one (1) year terms unless written notice is provided by either Party thirty (30) days prior to the expiration of this Agreement.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any work authorization (see Section 2.D. herein) issued in connection with this Agreement. All Services 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 all Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In performing the Services, Contractor 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, the Contractor shall immediately notify the District and repair or replace all damaged property to the satisfaction of the District.

### **5. INSURANCE.**

A. 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 Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its officers, supervisors, staff and employees shall be named as additional insureds. 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 coverages, 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 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 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.

## **6. INDEMNIFICATION.**

**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, all as

actually incurred.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If 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 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.

**8. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. 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 Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that 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.

**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. 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.

**10. 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.

**11. 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.

**12. TERMINATION.** The District agrees that Contractor may terminate this Agreement 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. Contractor agrees that the District may terminate this Agreement with or without cause by providing 30 days' advance written notice of termination to Contractor. Upon any termination of this Agreement, 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.

**13. 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 Contractor to perform under this Agreement shall be obtained and paid for by Contractor. Failure of Contractor to have obtained the necessary permits and licenses to perform under this Agreement shall constitute a default and this Agreement shall terminate immediately.

**14. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

**16. 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.

**17. ENFORCEMENT OF AGREEMENT.** 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 Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that the terms of this Agreement conflict with any provisions of **Exhibit A**, this Agreement shall control.

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

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

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

If to Contractor:

Premier Pools of Tallahassee, LLC  
4013 Woodville Highway, Unit 5  
Tallahassee, Florida 32305  
Attention: Bobby Lee Bassett

If to the District: Canopy Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

**22. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective representatives, successors, and assigns.

**23. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Leon County, Florida.

**24. PUBLIC RECORDS.** 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, 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 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 888-1002, DMOSSING@GMSTNN.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**25. 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.

**26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and 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.

**27. 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.

**28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

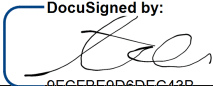
**29. E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.



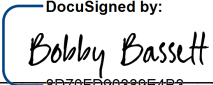
*[Signatures on the following page]*

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

**CANOPY COMMUNITY DEVELOPMENT  
DISTRICT**

DocuSigned by:  
  
9FCFBE9D6DEC43B...  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**PREMIER POOLS OF TALLAHASSEE LLC**

DocuSigned by:  
  
8D70FD90389E4B3...  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit A:** Contractor's Proposal

**Exhibit A**



Office: 850-329-0337

Cell: 850-519-7312

4013 Woodville Hwy Unit 5

Tallahassee, FL 32305

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**May 14<sup>th</sup>, 2021**

*Service Proposal*

**Canopy**

Tallahassee, Florida

**Pool Cleaning Service Agreement for Canopy is outlined as follows:**

Pool cleaning service will be completed on Monday, Wednesday and Friday. Cleaning includes vacuuming and netting any debris from the pool(s), cleaning pool filter(s), and application of all chemicals necessary to maintain proper pool chemistry. All chemicals required are included. This service will be provided at a rate of \$2,300 per month. The contracted period will be on a month to month basis. Thirty day notice is required for cancellation of service. Please note cleaning service does not include maintenance or repair of pool equipment beyond what is outlined above. Feel free to contact me at (850) 570-0332 if you have any questions or concerns.

Respectfully Submitted,

Bobby Bassett

# SECTION VIII

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Agreement**") is made and entered into as of April 6, 2022 ("**Effective Date**"), by and among **OX BOTTOM MORTGAGE HOLDINGS, LLC**, a Florida limited liability company ("**Ox Bottom**"), **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("**District**"), **CAPITAL CITY BANK, N.A.**, ("**Capital City Bank**"), and **AUSLEY & MCMULLEN, P.A.** ("**Escrow Agent**"), with reference to the following facts:

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Tallahassee, Florida ("**City**"), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, on or about June 6, 2016, Ox Bottom, Toe2, Inc., and the City entered into an Amended and Restated Development Agreement ("**Development Agreement**"), which provides for the rights and responsibilities for various Canopy Planned Unit Development ("**Development**") related matters, including but not limited to the construction of Welaunee Blvd Segments 1, 2 and 3, and various sidewalks and multipurpose trails associated with the Development, as may be amended from time to time; and

**WHEREAS**, the Development Agreement provides in pertinent part that Ox Bottom shall construct and pay for Welaunee Boulevard Segment 1 and the City shall construct and fund Welaunee Boulevard Segment 2 and Segment 3; and

**WHEREAS**, the Development Agreement provides that Ox Bottom, on its own or through the District, may opt to construct all or part of Welaunee Boulevard Segments 2 and 3, the sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3 (together, the "**Project**") sooner than scheduled, and the City will reimburse Ox Bottom for actual construction costs, subject to an agreement between the City and Ox Bottom; and

**WHEREAS**, the Development Agreement provides that the District may independently satisfy obligations for constructing and/or financing infrastructure, projects, systems or public facilities set forth in the Development Agreement and in Chapter 190, Florida Statutes, and to the extent such obligations are met or performed by the District, then Ox Bottom shall no longer be subject to the obligations and the District shall assume Ox Bottom's rights and responsibilities as it relates to financing, constructing and reimbursement; and

**WHEREAS**, pursuant to that certain Interlocal Agreement between the District, the City and the Blueprint Intergovernmental Agency, dated December 2018, as was restated and amended effective September 30, 2020 (as amended, the "**Interlocal Agreement**"), and attached hereto as **Exhibit A**, the District has agreed to assume the obligations of Ox Bottom for advanced funding and construction of the Project as defined and described in the Development Agreement and Interlocal Agreement; and

**WHEREAS**, the Interlocal Agreement provides the City shall reimburse the District for the Project within 90 days of submission of an authorized pay request, as defined in the Interlocal Agreement and subject to the terms and conditions set forth in the Interlocal Agreement (the funds

to be reimbursed to the District from the City, hereinafter called the “**Reimbursement Funds**”); and

**WHEREAS**, the Reimbursement Funds for Segment 2 and Segment 3A have been received and that portion of the Project completed, and this Escrow Agreement relates to the final segment, Segment 3B; and

**WHEREAS**, Escrow Agent has been released of any and all obligations for the Reimbursement Funds for Segment 2 and Segment 3A of the Project; and

**WHEREAS**, Ox Bottom is the primary owner and developer of lands within the boundaries of the District and is a party to the Development Agreement; and

**WHEREAS**, the sole funding source for the District to meet its contractual obligations under the Interlocal Agreement and specifically to complete the Project is from Ox Bottom; and

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

**WHEREAS**, in order to meet its funding obligations under the Construction Funding Agreement, Ox Bottom has obtained (i) that loan from Capital City Bank in the amount of \$1,896,000.00 evidenced by that certain Renewal Promissory Note dated April 6, 2022 in the original principal amount of \$1,896,000.00 from Ox Bottom in favor of Capital City Bank, and (ii) that loan from Capital City Bank in the amount of \$300,000.00 evidenced by that certain Promissory Note dated April 6, 2022 in the original principal amount of \$300,000.00 from Ox Bottom in favor of Capital City Bank, which aforementioned loans are cross-defaulted and cross-collateralized with (iii) that loan from Capital City Bank in the amount of \$2,088,962.57 evidenced by that certain Renewal Promissory Note dated April 6, 2022 in the original principal amount of \$2,088,962.57 from Ox Bottom in favor of Capital City Bank (collectively, the loans described in the foregoing (i), (ii) and (iii) shall be referred to herein as the “**Loans**”), on the terms and conditions set forth in the loan agreements applicable to the Loans, and as secured by, among other things, mortgages, assignments and security agreements and cross default/cross collateralization agreements related to the Loans, each from Ox Bottom in favor of Capital City Bank recorded or to be recorded in the Public Records of Leon County encumbering real and personal property owned by Ox Bottom in Leon County, Florida more particularly described therein, and also secured by various Commercial Guaranties dated November 17, 2020 and April 6, 2022 executed by various third parties in favor of Capital City Bank and other loan documents evidencing the Loans (collectively, the “**Loan Documents**”); and

**WHEREAS**, Ox Bottom hereby agrees that Reimbursement Funds remitted to the District pursuant to the Interlocal Agreement should be paid directly to Capital City Bank in order to repay the amount of the Loans; and

**WHEREAS**, the District, Ox Bottom, and Capital City Bank desire to enter this Escrow Agreement to provide for an escrow account into which Reimbursement Funds received pursuant to the Interlocal Agreement will be placed until the same can be paid to Capital City Bank; and

**WHEREAS**, the District, Ox Bottom, and Capital City Bank wish to designate Ausley & McMullen, P.A. as Escrow Agent for said escrow account;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Ox Bottom, District, and Capital City Bank agree as follows:

1. Recitals. The foregoing recitals are true and complete and are hereby incorporated into this Agreement by this reference.

2. Assignment of Right to Reimbursement Funds. Ox Bottom hereby assigns its rights to any Reimbursement Funds under the Construction Funding Agreement, up to the amount of the Loans, to Capital City Bank.

3. Procedures for Receipt and Disbursement of Funds.

(a) Upon receipt of any Reimbursement Funds pursuant to the Interlocal Agreement, the District shall deliver such Reimbursement Funds to Escrow Agent ("**Escrow Funds**"). Escrow Agent shall hold the Escrow Funds in an escrow account, with interest, if any, to be payable to Ox Bottom. Ox Bottom shall provide to Escrow Agent an IRS Form W-9 for reporting any interest earned.

(b) Within five (5) business days of depositing such Escrow Funds with the Escrow Agent, District shall give notice as provided herein to Ox Bottom and Capital City Bank.

(c) Within five (5) business days of receipt of the aforementioned notice, Capital City Bank shall submit to the Escrow Agent a disbursement request in substantially the form attached hereto as **Exhibit B**, stating the balance remaining to be paid on the Loans, providing instructions for how to remit payment to Capital City Bank, and requesting payment to Capital City Bank of the Escrow Funds up to the amount of the balance owed under the Loans ("**Disbursement Request**").

(d) Within five (5) business days of receipt of a valid Disbursement Request, Escrow Agent shall remit payment to Capital City Bank according to the payment instructions on said Disbursement Request, and if no Escrow Funds remain with Escrow Agent upon remitting payment to Capital City Bank, Escrow Agent shall be deemed released, relieved and discharged of any and all obligations and responsibilities under this Agreement as to the Escrow Funds that Escrow Agent remitted to Capital City Bank.

(e) In the event the balances owed under the Loans are fully satisfied and excess Escrow Funds remain held by Escrow Agent, Capital City Bank shall provide to the Escrow Agent evidence of satisfaction of the Loans, and upon Escrow Agent receiving such evidence of satisfaction from Capital City Bank, upon Escrow Agent receiving payment instructions from Ox

Bottom, Escrow Agent shall release such excess Escrow Funds to Ox Bottom for satisfaction of the District's obligations under the Construction Funding Agreement, and upon releasing the excess Escrow Funds to Ox Bottom, Escrow Agent shall be deemed released, relieved and discharged of any and all obligations and responsibilities under this Agreement.

4. Escrow Funds Contingent upon Receipt of Reimbursement Funds. The District's obligation to deposit the Escrow Funds with the Escrow Agent is wholly contingent upon receipt of the Reimbursement Funds pursuant to the Interlocal Agreement. In the event that no Reimbursement Funds are received, the District shall have no obligation to deposit any money with the Escrow Agent. The District, Ox Bottom, and Capital City Bank agree that this Escrow Agreement provides a mechanism by which the Reimbursement Funds shall be used to repay the Loans, but that the District in no way intends to assume any rights or obligations related to said Loans whatsoever. Capital City Bank's sole recourse is against Ox Bottom pursuant to its Loan Documents evidencing the Loans with Ox Bottom or any guarantors of the Loans.

5. Escrow Provisions.

(a) The parties acknowledge and agree that Escrow Agent is acting solely as a stakeholder at the request and for the convenience of the parties in holding the Escrow Funds. Escrow Agent shall not be deemed to be the agent of either of the parties in its capacity as escrow agent, and Escrow Agent shall not be liable for any act or omission on Escrow Agent's part unless constituting gross negligence or willful misfeasance. Escrow Agent may rely upon and shall be protected in acting or refraining from acting upon any notice, instruction or request furnished to it by the parties under this Agreement and believed by Escrow Agent to be genuine.

(b) Escrow Agent shall not be responsible or liable for any risk associated with the amount of the Escrow Funds exceeding the then-applicable Federal Escrow Funds Insurance Commission limits for such accounts. The Escrow Agent shall not be responsible for any fluctuations in the interest paid on the Escrow Funds or for penalties due to early withdrawal.

(c) District, Ox Bottom, and Capital City Bank acknowledge and agree that the Escrow Agent shall hold and deliver the Escrow Funds strictly in accordance with the terms and conditions of this Agreement. If a party makes a written demand upon Escrow Agent for delivery of the Escrow Funds other than in strict accordance with the terms of this Agreement, then Escrow Agent shall give written notice to the other two parties of the proposed payment. If Escrow Agent does not receive written acceptance of the proposed payment from both of the other two parties within five (5) business days after the giving of such notice, Escrow Agent is hereby authorized to withhold such payment. If Escrow Agent does receive such written acceptance from the other two parties within such five (5) business day period, Escrow Agent is hereby authorized to make the payment.

(d) In the event of any dispute as to the disbursement of the Escrow Funds or any claim thereto by any party or persons other than in strict accordance with this Agreement, Escrow Agent shall have the right to bring a suit in interpleader in the Circuit Court for Leon County, naming the parties to this Agreement and any other parties as may be appropriate in the opinion of Escrow Agent. Escrow Agent shall be entitled to withhold from the Escrow Funds a



sum equal to the sums set forth in Section 5(g) and all costs (including reasonable attorneys' fees and costs) incurred by Escrow Agent in filing such interpleader action prior to placing the balance of the Escrow Funds in the registry of the court. Upon filing of such suit and placing of the balance of the Escrow Funds in the registry of the court, Escrow Agent shall have the right to withdraw from said suit and Escrow Agent shall be relieved and discharged of all further obligations and responsibilities under this Agreement. In addition, Escrow Agent may resign as escrow agent at any time upon giving written notice to the parties; provided, however, that such resignation shall take effect no earlier than ten (10) days after such notice is given. Without limiting the rights of Escrow Agent under this Section, in the event of any suit between Ox Bottom, the District or Capital City Bank wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this Agreement, Escrow Agent shall also be entitled to recover reasonable attorneys' fee and costs incurred by Escrow Agent from the non-prevailing party. Escrow Agent shall have the right to utilize the services of lawyers within its own firm or any other firm as its attorneys, and such election shall not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorneys' fees and costs for the services rendered.

(e) Ox Bottom, the District and Capital City Bank jointly and severally agree to indemnify and hold Escrow Agent harmless from and against any and all costs, claims or damages against, arising out of, or in connection with this Agreement and/or Escrow Agent's actions or failure to act hereunder, including without limitation the costs and expenses (including reasonable attorneys' fees and costs) of defending itself against the claims of liability hereunder, unless constituting gross negligence or willful misfeasance, which indemnification shall survive and any termination of this Agreement.

(f) Ox Bottom and the District hereby acknowledges that Escrow Agent is also Capital City Bank's attorney in this transaction and hereby waives any potential conflicts arising on account thereof, or on account of Escrow Agent representing itself and Capital City Bank in any dispute that arises under this Agreement. Ox Bottom and the District hereby agree Escrow Agent shall not be precluded from serving as legal counsel to Capital City Bank in any dispute arising under this Agreement, including, without limitation, any dispute involving the Escrow Funds. Ox Bottom and the District shall not object to or request a disqualification of Escrow Agent as counsel for Capital City Bank.

(g) Ox Bottom shall pay all costs and expenses incurred by Capital City Bank in Escrow Agent acting as Escrow Agent under this Agreement, including legal fees charged at Escrow Agent's usual hourly rates and costs.

(h) The District, Ox Bottom, and Capital City Bank all agree that the Escrow Agent has been released, relieved and discharged of all obligations and responsibilities under that certain Escrow Agreement dated November 17, 2020 by and among the District, Ox Bottom, Capital City Bank and Escrow Agent.

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

**If to District:** Canopy Community Development District  
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: Jennifer Kilinski

**If to Ox Bottom:** Ox Bottom Mortgage Holdings, LLC  
4708 Capital Circle NW  
Tallahassee, Florida 32303  
Attn: Tom Asbury

**With a copy to:** Manausa Law Firm, P.A.  
1701 Hermitage Blvd., Suite 100  
Tallahassee, FL 32308  
Attn: Dan Manausa

**If to Capital City Bank:** Capital City Bank  
Post Office Box 900  
Tallahassee, Florida 32302  
Attention: Tolga T. Dincman, Vice President

**If to Escrow Agent:** Ausley & McMullen, P.A.  
123 South Calhoun Street  
Tallahassee, Florida 32301  
Attention: Gerald C. Thomas, Esquire

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 any party may deliver Notice on behalf of that party. 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.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and no prior written documents or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

8. Amendment; Conflict. This Agreement may not be amended or modified except by a written instrument executed by the party to be charged.

9. Waiver. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the endorsement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

10. Attorneys' Fees. In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to reimbursement of attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party. The provisions of this Section shall survive the termination of this Agreement without time limitation.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie solely and exclusively in the courts located in Leon County, Florida.

12. No Assignment; Binding Effect. Neither party shall have the right to assign its rights, duties or obligations under this Agreement without the consent of the other parties hereto, except that Escrow Agent may withdraw from, or assign its duties and obligations in accordance with the terms of Section 5(d) of this Agreement. Subject to the foregoing limitations, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

13. Time. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire at 11:59 pm Eastern Time on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to 11:59 pm on the next business day. The term "business day" as used herein shall not include Saturday, Sunday and legal holidays in the State of Florida. For all purposes under this Agreement, all times shall mean either Eastern Standard Time or Eastern Daylight Time as then applicable in Leon County.

14. Counterparts; Facsimile or PDF Execution. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

[Remainder of Page Left Intentionally Blank, Signature Page Follows]

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: [Signature]  
Printed Name: Tom Asbury  
Title: Chairman

~~OX BOTTOM MORTGAGE HOLDINGS, LLC~~  
By: [Signature]  
Printed Name: Genzaa Ghazouani  
Title: Manager

**CAPITAL CITY BANK**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW AGENT:**

**AUSLEY & MCMULLEN, P.A.**

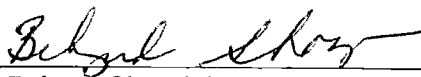
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

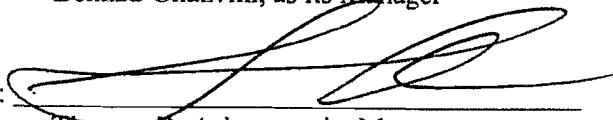
**Exhibit A: Amended/Restated Interlocal Agreement**  
**Exhibit B: Form of Disbursement Request**

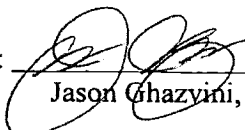
**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OX BOTTOM MORTGAGE HOLDINGS,  
LLC, a Florida limited liability company**

By:   
Behzad Ghazvini, as its Manager

By:   
Thomas B. Asbury, as its Manager

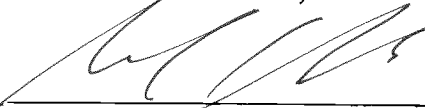
By:   
Jason Ghazvini, as its Manager

**CAPITAL CITY BANK**

By: \_\_\_\_\_  
Tolga Dincman, as its Vice-President

**ESCROW AGENT:**

**AUSLEY & MCMULLEN, P.A.**

By:   
Gerald C. Thomas, Shareholder

**Exhibit A: Amended/Restated Interlocal Agreement**  
**Exhibit B: Form of Disbursement Request**

**EXHIBIT A**  
**Amended/Restated Interlocal Agreement**

Escrow Agreement

### **AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (the "Amended Interlocal Agreement"), dated as of September 30, 2020, is entered into by and between the City of Tallahassee ("City"), a Florida municipal corporation, Leon County-City of Tallahassee Blueprint Intergovernmental Agency ("Agency"), an intergovernmental agency created pursuant to section 163.01(7), Florida Statutes, by and between City of Tallahassee and Leon County, and the Canopy Community Development District ("District"), a local unit of special-purpose government established pursuant to and governed by the provisions of Chapter 190, Florida Statutes, pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes (together, the City, the Agency and the District are hereinafter the "Parties").

#### **RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE I INTRODUCTION

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

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

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

## ARTICLE II CONSTRUCTION AND FUNDING AGREEMENT

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

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

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

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

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

(d) Submission and acceptance by the City of the documentation described in Exhibit B, Project Documentation.

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

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

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

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

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

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

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

**Interlocal Agreement.**

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

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

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

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

in default. The District shall be given an amount of time reasonably necessary to cure such non-performance, and the District shall act in good faith to cure such non-performance during such time.

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

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

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

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

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

City are named as a beneficiary or insured under such bond with respect to the Project. The bond shall be issued by a surety and in a form reasonably acceptable to both the District and the Agency and City.

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

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

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

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

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

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

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

**Section 3.15. Construction.** This Amended Interlocal Agreement is the result of the negotiations among and between the Parties such that all Parties have contributed

materially and substantially to its preparation and shall not be construed more strictly against one Party than the other.

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

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

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

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

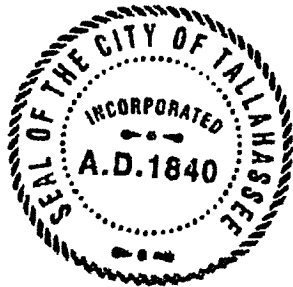
**Section 3.20. Incorporation of Exhibits.** Exhibit A, General Project Description and Scope of Services; Exhibit B, Project Documentation; and Exhibit C, Repayment Schedule, are each attached hereto and shall be deemed incorporated herein and made part of this Amended Interlocal Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES FOLLOW]

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



CITY OF TALLAHASSEE

By: John E. Dailey  
Its: Mayor

ATTEST:

James O. Cooke IV  
James O. Cooke IV, City Treasurer-Clerk

APPROVED AS TO FORM:

Cassandra K. Jackson  
Cassandra K. Jackson, City Attorney

STATE OF FLORIDA  
COUNTY OF LEON

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

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of September, 2020.

Paula Brun  
NOTARY PUBLIC  
(Seal)

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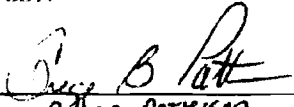


CANOPY COMMUNITY DEVELOPMENT  
DISTRICT

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

Name: Tom Asbury  
Title: Chairman


ATTEST:

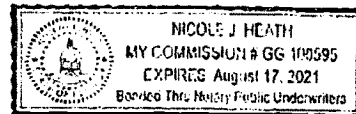
  
Name: Gregg Patterson  
Title: Vice Chairman

STATE OF FLORIDA    )  
COUNTY OF LEON    )

The foregoing instrument was acknowledged before me this 21 day of September 2020, by Tom Asbury and Gregg Patterson, as the Chairman of the Board of Supervisors and Vice Chairman of the Board of Supervisors for the Canopy Community Development District, and who have acknowledged that they executed the same on behalf of the Canopy Community Development District and that each was authorized to do so. Each is personally known to me.

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

  
Notary Public, State of Florida

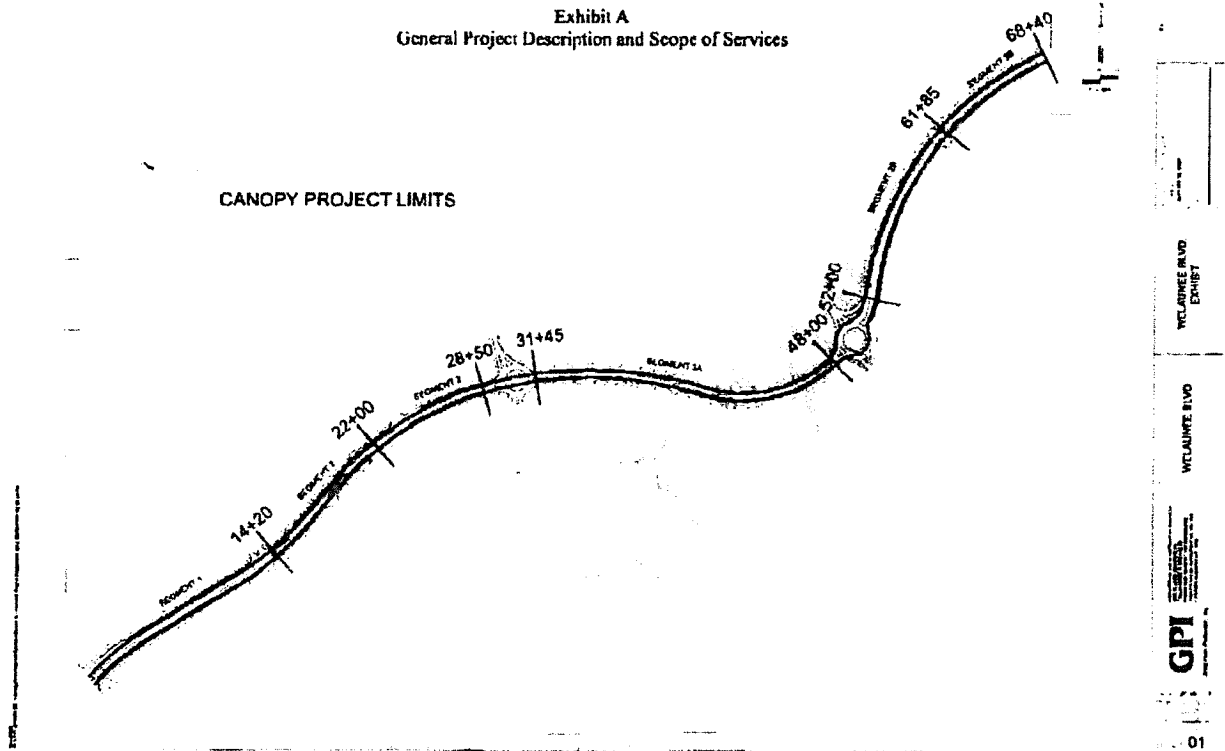


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## Exhibit A

Exhibit A  
General Project Description and Scope of Services

CANOPY PROJECT LIMITS



#### Project Scope of Services

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

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

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

#### Design and Construction Requirements

##### *1) Design*

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

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

**2) Construction**

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

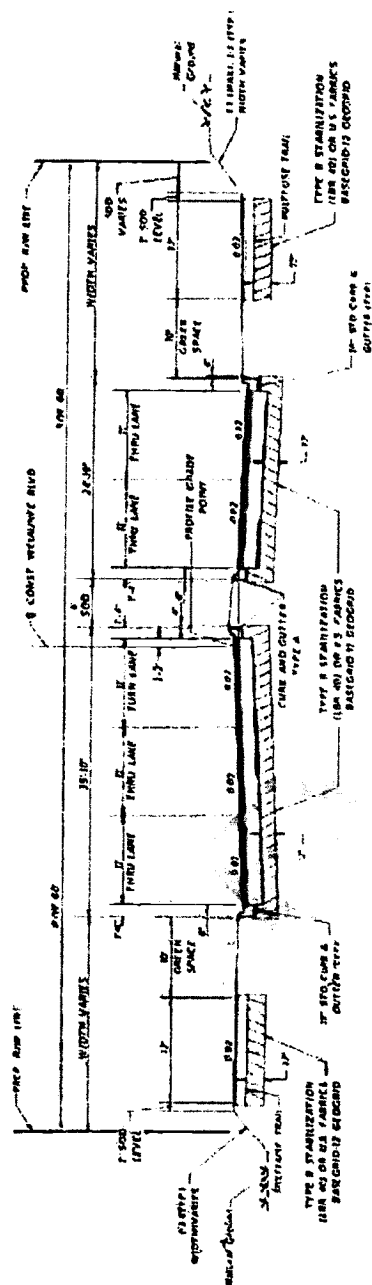
**3) Schedule**

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

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

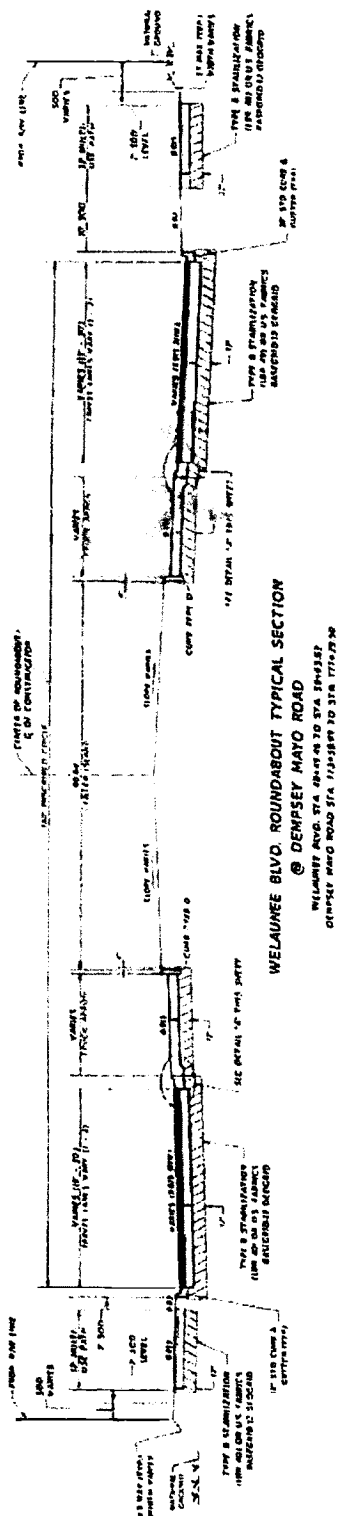
Upon acceptance of each schedule by the City of Tallahassee and by the Blueprint Intergovernmental Agency, the schedules will become a part of this agreement.





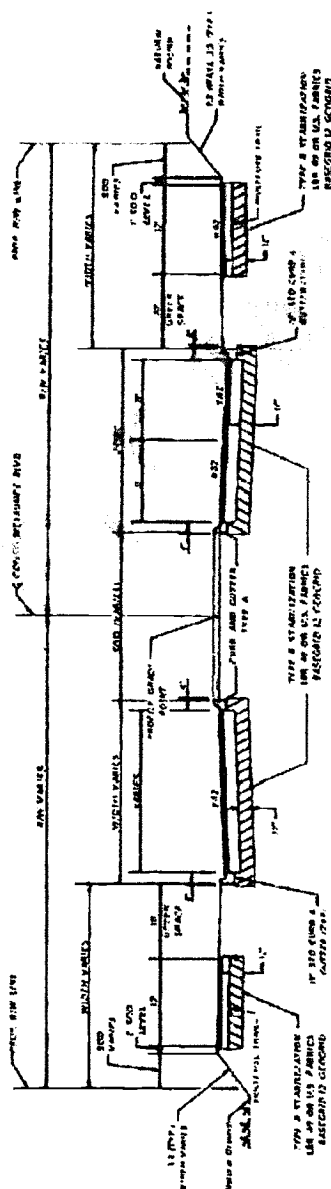
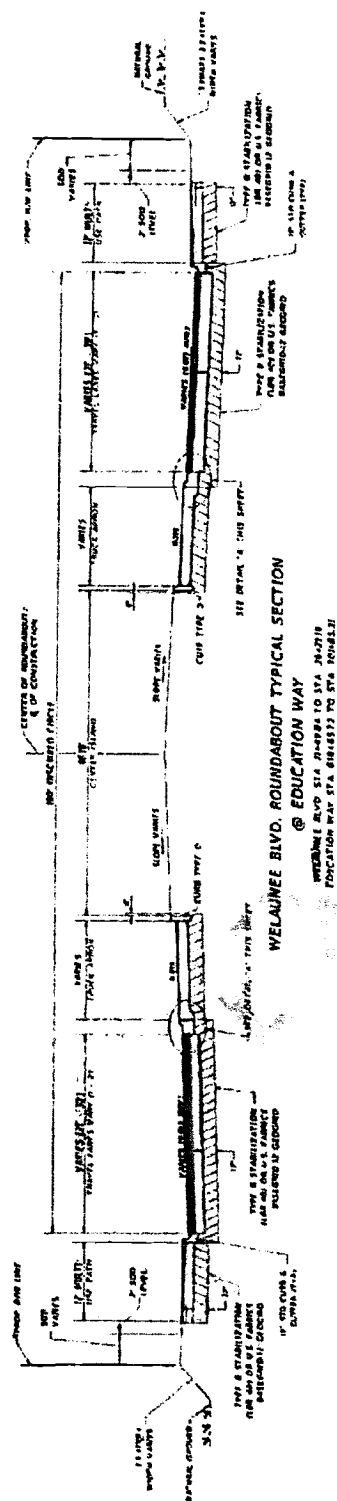
**TYPICAL SECTION 3  
WELAUNEE BLVD.**

STA 39+59.64 TO STA. 41+50.60  
 DESIGN SPEED - 40 MPH  
 POSTED SPEED 35 MPH



WELLAUNEE BLVD. ROUNDABOUT TYPICAL SECTION  
@ DEMPSEY MAYO ROAD

0667011 WAS ON AIRBORNE VJS CYCLO DOWN ATTEMPTED  
4550461 WAS ON AIRBORNE WAS ONLY LANDING



TYPICAL SECTION 1  
WELAUNEE BLVD.  
STA 57+85.55 TO STA 57+00  
DESIGN SPEED: 35 MPH  
ADJUST UPON 30 MPH







## **Exhibit B**

### **Welaunee Boulevard - Items City/Blueprint needs before proceeding with CDD Payment**

- Final Construction Plans, Specifications and Permits
- City Acceptance of Final Construction Plans and Specifications
- Contractor Name/Construction Engineering and Inspection Name
- DBE/MBE Participation
- Original Contracted Cost/Final Contracted Cost
- Date Contract Began/Date Contract Time End
- Original Contract Days
- Final Contract Days
- Time Overruns/Underruns
- Quantity Overruns/Underruns
- Final Invoice
  - o Must show Final Construction Project Cost and Final Plan Quantities
  - o Supporting Documentation must attest that all DBEs and Subs have been paid
- Construction Completion - Final Inspection and Acceptance Date by City
- Permit(s) Close-Out
- As-Built Plans
- City Acceptance of As-Built Plans
- Materials Certification
- Contractor Warranties
- Right-of-way donation and transfer to the City
- City Acceptance of maintenance responsibilities

**EXHIBIT C REPAYMENT SCHEDULE****I. City to District Welaunee Boulevard Construction Cost Repayment Schedule.**

Any repayment by the City to the District is specifically contingent upon compliance with all material terms of the Amended Interlocal Agreement, and shall not exceed \$5,813,124.48:

**II. Agency to City Welaunee Boulevard Construction Costs Repayment Schedule.**

Any repayment by the Agency to the City is specifically contingent upon compliance with all material terms of the Amended Interlocal Agreement, and shall be made as set forth in Table 1, below:

**Table 1.**

<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>Total</b>
Amount not to exceed \$587,708	Amount not to exceed \$887,708	Amount not to exceed \$4,337,708	Amount not to exceed \$5,813,124

**EXHIBIT B**  
**Form of Disbursement Request**

[CAPITAL CITY BANK LETTERHEAD]

\_\_\_\_\_, 20\_\_

Ausley & McMullen, P.A.  
123 South Calhoun Street  
Tallahassee, Florida 32301  
Attention: \_\_\_\_\_

Re: Disbursement Request for Escrow Funds for Welaunee Boulevard project

Dear \_\_\_\_\_:

We refer to the Escrow Agreement (the "Agreement") dated as of \_\_\_\_\_, 2022, by and among OX BOTTOM MORTGAGE HOLDINGS, LLC, a Florida limited liability company ("Ox Bottom"), CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District"), CAPITAL CITY BANK, N.A., ("Capital City Bank"), and AUSLEY & MCMULLEN, P.A. ("Escrow Agent"). Terms defined in the Agreement shall have the same meanings when used herein.

We refer to Section 3 of the Agreement and hereby acknowledge receipt of the District's notice dated \_\_\_\_\_, 20\_\_ under Section 3(b) of the Agreement of the deposit of Escrow Funds with the Escrow Agent, a copy of which is attached. As of the date of this letter, the outstanding remaining principal balance of Loan #70000173644 is \$ \_\_\_\_\_, the outstanding remaining principal balance of Loan # 70000232374 is \$ \_\_\_\_\_, and the outstanding remaining principal balance of Loan #700051816 is \$ \_\_\_\_\_. Pursuant to Section 3(c) of the Agreement, Capital City Bank hereby submits to the Escrow Agent a disbursement request for the Escrow Agent to remit to Capital City Bank Escrow Funds in the amount of \$ \_\_\_\_\_ under Section 3(d) of the Agreement in accordance with the following instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your assistance in this matter.

Sincerely,

cc: \_\_\_\_\_

Escrow Agreement

# SECTION IX

April 7, 2022

**Canopy Community Development District**

City of Tallahassee, Florida

Subject: Work Authorization Number 10  
Canopy Community Development District

Dear Chairman, Board of Supervisors:

Greenman-Pedersen, Inc. ("Engineer") is pleased to submit this work authorization 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:

1. Scope of Work

The District will engage Engineer to:

- Pursuant to the Master Trust Indenture for the 2018A-1, 2018A-2, 2018A-3 and 2018A-4 ("2018 Bonds"), the Engineer will prepare a Public Facilities Report ("Report") to comply with the requirements of 189.08, Florida Statutes. The report shall provide a general description of public facilities owned by the District together with any proposed expansion or replacement planned within the next five years.
- The report shall be prepared in coordination with District Counsel and Developer. As required by the Master Trust Indenture, the report shall be submitted no later than June 28, 2021.
- This report is not intended to be a reserve study.

2. Fees

The District will compensate Engineer a lump sum amount of six thousand dollars and no cents (\$6,000.00). 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.

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Canopy Community Develop

# SECTION X

**Mailing Address**

Post Office Box 1835  
Tallahassee, Florida 32302-1835  
(850) 606-4700

[www.leontaxcollector.net](http://www.leontaxcollector.net)



**Main Office**

Metropolitan Administrative Office  
1276 Metropolitan Blvd., Suite 102  
Tallahassee, FL 32312

(Overnight/Express Mail Accepted)

March 24, 2022

Governmental Management Services  
For: Canopy Community Development District  
Attn: Darrin Mossing, Jr.  
219 E. Livingston Street  
Orlando, FL 32801

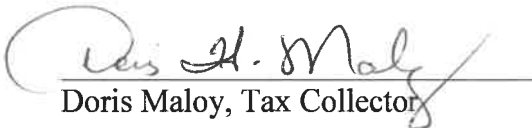
RE: 2022 –Canopy CDD Uniform Method for Collection

Dear Mr. Mossing:

This document will serve as an Agreement with the Tax Collector's Office for an annual compensation or commission at 3% of the amount of non-ad valorem assessments collected and distributed. This Agreement shall be in place for the Canopy CDD Assessment Roll for the year 2022.

This is the Agreement intended by the Tax Collector's Office. Please execute below and return the **original** to this office.

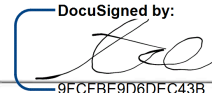
Sincerely,



Doris Maloy, Tax Collector

AGREED this 24th day of March, 2022.

DocuSigned by:



9FCFBE9D6DEC43B...

Signature of Chairman  
Canopy Community Development District



# SECTION XI

CHANGE ORDER NO. 1Date of Issuance: 5/9/2022 Effective Date: \_\_\_\_\_

Project: <b>Welaunee Blvd – Segment 3B</b>	District: <b>Canopy Community Development District</b>	District's Contract No.:
Contract: <b>EJCDC, Welaunee Blvd, Segment 3B</b>		Date of Contract: <b>December 2, 2021</b>
Contractor: <b>Sandco, LLC</b>		Engineer's Project No.:

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

Description: **Direct Purchase Orders. - See Exhibit A attached hereto.**

Attachments:

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$2,084,357.34

Increase/Decrease from prior Change Orders:

\$ 0

\$ 0

Increase/Decrease of this Change Order:

\$-195,170.02

Contract Price incorporating this Change Order:

\$1,889,187.32

**CHANGE IN CONTRACT TIMES:**Original Contract Working days Calendar days

Times:

Substantial completion (days or date): 105 days

Ready for final payment (days or date): 135 days

Increase/Decrease from previously approved Change Orders

No. 1 to No. 1:

Substantial completion (days):

Ready for final payment (days):

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Increase/Decrease of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 105 days

Ready for final payment (days or date): 135 days

RECOMMENDED BY:  
DANTIN CONSULTING, LLCBy: Title: V.P.Date: 5/16/22ACCEPTED:  
CANOPY COMMUNITY DEVELOPMENT  
DISTRICT

DocuSigned by:

By: Title: ChairmanDate: 5-16-2022ACCEPTED:  
SANDCO, LLCBy: Title: ManagerDate: 5/10/22

## SECTION XII

# SECTION C

# SECTION 1

# SECTION a

# Canopy

## Community Development District

### Summary of Operating Checks

February 1, 2022 to February 28, 2022

Bank	Date	Check No.'s	Amount
General Fund	2/9/22	270-274	\$ 14,302.68
	2/25/22	275-280	\$ 4,771.04
		Subtotal	\$ 19,073.72
Capital Projects Fund	2/10/22	55	\$ 315,083.71
		Subtotal	\$ 315,083.71
			<b>\$ 334,157.43</b>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/25/22	PAGE	1
*** CHECK DATES 02/01/2022 - 02/28/2022 ***														
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 #				
2/09/22	00001	2/01/22	65	202202	310-51300-34000	FEB MANAGEMENT FEES		*	3,062.50					
		2/01/22	65	202202	310-51300-35100	FEB INFORMATION TECH		*	308.33					
		2/01/22	65	202202	310-51300-31300	FEB DISSEMINATION AGENT		*	666.67					
GOVERNMENTAL MANAGEMENT SERVICES										4,037.50	000270			
2/09/22	00024	2/05/22	1197	202201	310-51300-31500	JAN GENERAL COUNSEL		*	1,671.00					
KE LAW GROUP, PLLC										1,671.00	000271			
2/09/22	00021	9/30/21	4110110	202109	310-51300-48000	9/27 LEGAL AD BOS MEETING		*	164.18					
TALLAHASSEE MEDIA GROUP										164.18	000272			
2/09/22	00029	2/01/22	3613	202202	330-53800-34500	FEB SECURITY		*	180.00					
TEKPRO INC.										180.00	000273			
2/09/22	00027	2/09/22	1075	202202	320-53800-46200	FEB LANDSCAPE MAINTENANCE		*	8,250.00					
TRULY TAILORED LANDSCAPING LLC										8,250.00	000274			
2/25/22	00022	1/11/22	01112022	202201	300-20700-10100	A4 DEBT ASSESSMENTS		*	373.97					
CANOPY CDD										373.97	000275			
2/25/22	00026	1/11/22	01112022	202201	300-20700-10100	A3 DEBT ASSESSMENTS		*	71.56					
CANOPY CDD										71.56	000276			
2/25/22	00010	1/11/22	01112022	202201	300-20700-10100	A1 DEBT ASSESSMENTS		*	209.51					
CANOPY CDD										209.51	000277			
2/25/22	00015	12/27/21	17266162	202109	310-51300-32200	FY21 AUDIT		*	1,000.00					
CARR RIGGS & INGRAM										1,000.00	000278			
2/25/22	00030	2/10/22	18138436	202202	330-53800-45505	FEB POOL MAINTENANCE		*	2,300.00					
PREMIER POOLS OF TALLAHASSEE										2,300.00	000279			
2/25/22	00028	2/22/22	3652	202202	330-53800-51200	FEB JANITORIAL		*	816.00					
COLBY A CLAYTON DBA TALLAHASSEE										816.00	000280			
TOTAL FOR BANK A									19,073.72					
CANO CANOPY CDD AMOSSING														



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER						19,073.72	

CANO CANOPY CDD AMOSSING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/09/22	00007	1/07/22 1329	202112 600-53800-60100 DEC CONSTRUCTION MAN SVC	DANTIN CONSULTING, LLC	*	1,925.00	1,925.00 000054
2/28/22	00007	1/07/22 1329	202112 600-53800-60100 DEC CONSTRUCTION MAN SVC	DANTIN CONSULTING, LLC	V	1,925.00-	1,925.00-000054
2/10/22	00009	1/31/22 REQ43PA2	202201 600-53800-60000 REQ 43 PAY APP 24	SANDCO, LLC	*	315,083.71	315,083.71 000055
TOTAL FOR BANK B						315,083.71	
TOTAL FOR REGISTER						315,083.71	

CANO CANOPY CDD AMOSSING

# SECTION b

# Canopy

## Community Development District

### Summary of Operating Checks

March 1, 2022 to March 31, 2022

Bank	Date	Check No.'s	Amount
General Fund	3/9/22	281-288	\$ 16,250.69
	3/24/22	289-291	\$ 3,618.92
		Subtotal	\$ 19,869.61
Capital Projects Fund	3/9/22	56-57	\$ 107,521.17
		Subtotal	\$ 107,521.17
			<b>\$ 127,390.78</b>



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/24/22	00030	3/10/22 18138774	202203 330-53800-45505	MAR POOL MAINTENANCE	*	2,300.00	
				PREMIER POOLS OF TALLAHASSEE			2,300.00 000290
3/24/22	00028	3/22/22 3693	202203 330-53800-51200	MAR JANITORIAL	*	750.00	
				COLBY A CLAYTON DBA TALLAHASSEE			750.00 000291
TOTAL FOR BANK A						19,869.61	
TOTAL FOR REGISTER						19,869.61	

CANO CANOPY CDD AMOSSING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/09/22	00007	1/07/22 1329	202112 600-53800-60100	DEC CONSTRUCTION MGMT SVC	*	1,925.00	
				DANTIN CONSULTING, LLC			1,925.00 000056
3/09/22	00009	2/28/22 PAY APP	202202 600-53800-60000	PAY APP 25	*	105,596.17	
				SANDCO, LLC			105,596.17 000057
TOTAL FOR BANK B						107,521.17	
TOTAL FOR REGISTER						107,521.17	

# SECTION c



# Canopy

## Community Development District

### Summary of Operating Checks

April 1, 2022 to April 30, 2022

Bank	Date	Check No.'s	Amount
General Fund	4/14/22	292-302	\$ 27,771.14
	4/28/22	303	\$ 750.00
		Subtotal	\$ 28,521.14
			<b>\$ 28,521.14</b>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	5/24/22	PAGE	1
*** CHECK DATES 04/01/2022 - 04/30/2022 ***														
CANOPY CDD - GENERAL FUND														
BANK A GENERAL FUND														

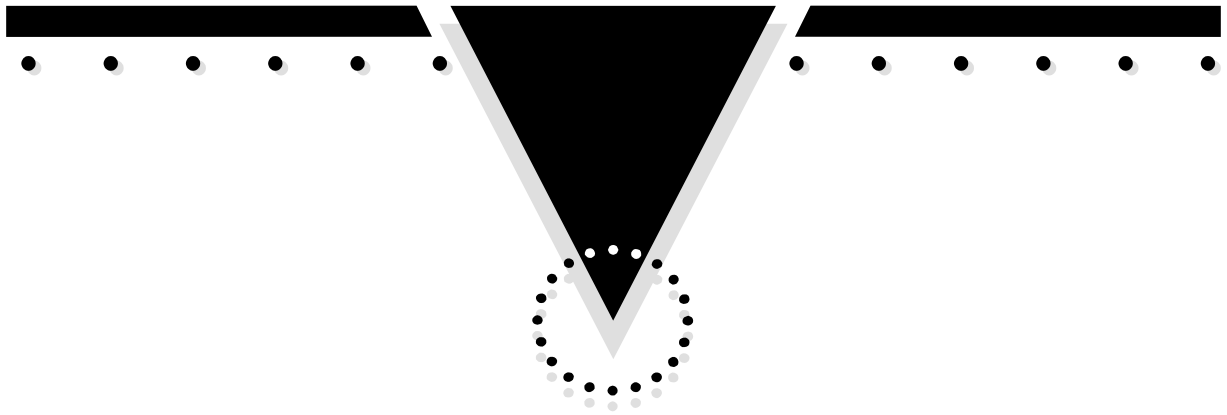
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/14/22	00022	2/02/22 02022022	202204 300-20700-10100 2/2 & 2/15 A4 DEBT ASSESS	CANOPY CDD	*	708.16	708.16 000292
4/14/22	00026	2/02/22 02022022	202204 300-20700-10100 2/2 & 2/15 A3 DEBT ASSESS	CANOPY CDD	*	135.51	135.51 000293
4/14/22	00032	3/23/22 03232022	202203 330-53800-43100 DEPOSIT INSTALL	CITY OF TALLAHASSEE	*	6,500.00	8,648.74 000294
		3/23/22 03232022	202203 330-53800-43100 MAR UTILITIES		*	2,148.74	
4/14/22	00010	2/02/22 02022022	202204 300-20700-10100 2/2 & 2/15 A1 DEBT ASSES	CANOPY CDD	*	396.74	396.74 000295
4/14/22	00012	4/08/22 12	202204 310-51300-31300 AMOR SERIES 2018A-2 5-1	DISCLOSURE SERVICES	*	500.00	500.00 000296
4/14/22	00001	4/01/22 67	202204 310-51300-34000 APR MANAGEMENT FEE	GOVERNMENTAL MANAGEMENT SERVICES	*	3,062.50	4,116.74 000297
		4/01/22 67	202204 310-51300-35100 APR INFO TECH		*	308.33	
		4/01/22 67	202204 310-51300-31300 APR DISSEMINATION AGENT		*	666.67	
		4/01/22 67	202204 310-51300-51000 OFFICE SUPPLIES		*	15.00	
		4/01/22 67	202204 310-51300-51000 OFFICE DEPOT		*	64.24	
4/14/22	00007	3/24/22 335349	202201 310-51300-31100 JAN ENGINEERING	GREENMAN-PEDERSEN, INC	*	355.00	355.00 000298
4/14/22	00024	4/05/22 1909	202203 310-51300-31500 MAR GENERAL COUNSEL	KE LAW GROUP, PLLC	*	2,180.25	2,180.25 000299
4/14/22	00030	4/10/22 18139180	202204 330-53800-45505 APR POOL MAINTENANCE	PREMIER POOLS OF TALLAHASSEE	*	2,300.00	2,300.00 000300

CANO	CANOPY CDD	SSZOZDA
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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/14/22	00029	4/01/22 3819	202204 330-53800-34500	TEKPRO INC.	*	180.00	180.00 000301
-----							
4/14/22	00027	4/06/22 1221	202204 320-53800-46200	TRULY TAILORED LANDSCAPING LLC	*	8,250.00	8,250.00 000302
-----							
4/28/22	00028	4/22/22 3735	202204 330-53800-51200	COLBY A CLAYTON DBA TALLAHASSEE	*	750.00	750.00 000303
-----							
TOTAL FOR BANK A						28,521.14	
TOTAL FOR REGISTER						28,521.14	

# SECTION 2



# **Canopy**

## **Community Development District**

Unaudited Financial Reporting  
April 30, 2022



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

Balance Sheet

April 30, 2022

**Governmental Fund Types**

	<u><b>General Fund</b></u>	<u><b>Debt Service</b></u>	<u><b>Capital Projects</b></u>	<u><b>Totals</b></u> <u><b>(memorandum only)</b></u>
<b><u>Assets</u></b>				
Cash				
Operating	\$33,261	---	---	\$33,261
Capital Projects	---	---	\$1,443	\$1,443
Welaunee	---	---	\$50,380	\$50,380
Assessment Receivable	---	---	---	\$0
Due from Developer	---	---	---	\$0
Due from General Fund	---	\$1,240	---	\$1,240
Due from Other	---	---	---	\$0
<b><u>Investments:</u></b>				
<b><u>Series 2018 A1 &amp; A2:</u></b>				
Reserve A1	---	\$82,146	---	\$82,146
Revenue A1	---	\$107,164	---	\$107,164
Revenue A2	---	\$176,924	---	\$176,924
Interest A2	---	---	---	\$0
Prepayment A2	---	\$353,080	---	\$353,080
Acquisition & Construction	---	---	\$11	\$11
<b><u>Series 2018 A3:</u></b>				
Reserve	---	\$104,688	---	\$104,688
Revenue	---	\$120,604	---	\$120,604
Acquisition & Construction	---	---	\$10,414	\$10,414
<b><u>Series 2018 A4:</u></b>				
Reserve	---	\$32,714	---	\$32,714
Revenue	---	\$88,886	---	\$88,886
Acquisition & Construction	---	---	\$3,563	\$3,563
Prepaid Expenses	\$0	---	---	\$0
<b>Total Assets</b>	<b>\$33,261</b>	<b>\$1,067,446</b>	<b>\$65,811</b>	<b>\$1,166,518</b>
<b><u>Liabilities</u></b>				
Accounts Payable	\$3,934	---	\$0	\$3,934
Retainage Payable	\$0	---	\$464,643	\$464,643
Due to Debt Service	\$2,349	---	---	\$2,349
Due to Developer/CDD	---	---	\$7,276,000	\$7,276,000
<b><u>Fund Equity</u></b>				
Fund Balances				
Unassigned	\$26,979	---	---	\$26,979
Nonspendable- Prepaid	\$0	---	---	\$0
Restricted for Capital Projects	---	---	(\$7,674,832)	(\$7,674,832)
Restricted for Debt Service	---	\$1,067,446	---	\$1,067,446
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$33,261</b>	<b>\$1,067,446</b>	<b>\$65,811</b>	<b>\$1,166,518</b>

**Canopy**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For the Period Ending April 30, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 04/30/22</b>	<b>Actuals 04/30/22</b>	<b>Variance</b>
<b>Revenues</b>				
Maintenance Assessments- Tax Roll	\$ 114,039	\$ 114,700	\$ 114,700	\$ -
Maintenance Assessments- Direct Bills	\$ 136,292	\$ 79,503	\$ 79,504	\$ 0
Developer Contributions	\$ 342,545	\$ 3,050	\$ 3,050	\$ -
Miscellaneous Income (Rentals)	\$ 1,000	\$ 583	\$ -	\$ (583)
<b>Total Revenue</b>	<b>\$ 593,875</b>	<b>\$ 197,836</b>	<b>\$ 197,253</b>	<b>\$ (583)</b>
<b>Expenditures</b>				
<u>Administrative</u>				
Engineering	\$ 12,000	\$ 7,000	\$ 1,065	\$ 5,935
Arbitrage	\$ 450	\$ 263	\$ 450	\$ (188)
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 8,000	\$ 4,667	\$ 5,917	\$ (1,250)
Attorney	\$ 35,000	\$ 20,417	\$ 16,848	\$ 3,569
Annual Audit	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Trustee Fees	\$ 10,000	\$ 10,000	\$ 9,864	\$ 136
Management Fees	\$ 36,750	\$ 21,438	\$ 21,438	\$ -
Information Technology	\$ 3,700	\$ 2,158	\$ 2,158	\$ 0
Travel	\$ 50	\$ 29	\$ -	\$ 29
Telephone	\$ 250	\$ 146	\$ -	\$ 146
Postage	\$ 500	\$ 292	\$ 129	\$ 163
Printing & Binding	\$ 1,500	\$ 875	\$ -	\$ 875
Insurance-Liability	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Legal Advertising	\$ 2,500	\$ 1,458	\$ 2,115	\$ (657)
Other Current Charges	\$ 3,000	\$ 1,750	\$ 476	\$ 1,274
Office Supplies	\$ 500	\$ 292	\$ 94	\$ 197
Dues, License, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Administration Subtotal</b>	<b>\$ 127,875</b>	<b>\$ 82,375</b>	<b>\$ 68,798</b>	<b>\$ 13,577</b>
<u>Common Area Maintenance:</u>				
Field Services	\$ 12,000	\$ 7,000	\$ -	\$ 7,000
Porter Services	\$ 6,000	\$ 3,500	\$ -	\$ 3,500
Landscape Maintenance	\$ 85,000	\$ 49,583	\$ 54,300	\$ (4,717)
Landscape Contingency	\$ 10,600	\$ 9,100	\$ 9,100	\$ -
Plant Replacement	\$ 7,500	\$ 4,375	\$ -	\$ 4,375
Irrigation - Repairs	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Irrigation - Water	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Irrigation - Electric	\$ 2,500	\$ 1,458	\$ -	\$ 1,458
Wetland Mitigation and Monitoring	\$ 10,050	\$ 5,863	\$ 1,200	\$ 4,663
Lake Maintenance	\$ 7,500	\$ 4,375	\$ -	\$ 4,375
Dove Pond Dam Surety Bond	\$ 10,000	\$ 5,833	\$ -	\$ 5,833
Repairs and Maintenance	\$ 12,500	\$ 7,292	\$ -	\$ 7,292
Operating Supplies	\$ 1,250	\$ 729	\$ -	\$ 729
<b>Total Common Area Maintenance</b>	<b>\$ 179,900</b>	<b>\$ 107,858</b>	<b>\$ 64,600</b>	<b>\$ 43,258</b>



**Canopy**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For the Period Ending April 30, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 04/30/22</b>	<b>Actuals 04/30/22</b>	<b>Variance</b>
<u><i>Amenity Center:</i></u>				
Amenity Management Staffing	\$ 35,000	\$ 20,417	\$ -	\$ 20,417
Janitorial	\$ 15,000	\$ 8,750	\$ 3,816	\$ 4,934
Landscape Maintenance	\$ 24,000	\$ 14,000	\$ -	\$ 14,000
Pool Maintenance	\$ 30,000	\$ 17,500	\$ 9,200	\$ 8,300
Pool Chemicals	\$ 7,500	\$ 4,375	\$ -	\$ 4,375
Pool Permits	\$ 750	\$ 438	\$ -	\$ 438
Pool - Electric	\$ 15,000	\$ 8,750	\$ -	\$ 8,750
Pool - Water	\$ 1,000	\$ 583	\$ -	\$ 583
Water/Sewer	\$ 5,000	\$ 2,917	\$ 10,965	\$ (8,048)
Gas	\$ 500	\$ 292	\$ -	\$ 292
Trash	\$ 2,400	\$ 1,400	\$ -	\$ 1,400
Pest Control	\$ 1,200	\$ 700	\$ -	\$ 700
Termite Bond	\$ 750	\$ 438	\$ -	\$ 438
Insurance - Property	\$ 25,000	\$ 9,617	\$ 9,617	\$ -
Cable/Internet	\$ 7,500	\$ 4,375	\$ 1,170	\$ 3,205
Access Cards	\$ 2,500	\$ 1,458	\$ -	\$ 1,458
Activities	\$ 15,000	\$ 8,750	\$ -	\$ 8,750
Security/Alarms/Repair	\$ 15,000	\$ 8,750	\$ 720	\$ 8,030
Repairs and Maintenance	\$ 20,000	\$ 11,667	\$ -	\$ 11,667
Office Supplies	\$ 2,000	\$ 1,167	\$ -	\$ 1,167
Holiday Decorations	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
<b>Total Amenity Center</b>	<b>\$ 230,100</b>	<b>\$ 129,258</b>	<b>\$ 35,488</b>	<b>\$ 93,771</b>
<u><i>Other</i></u>				
Contingency	\$ 17,000	\$ -	\$ -	\$ -
Capital Reserve	\$ 39,000	\$ -	\$ -	\$ -
<b>Total Other</b>	<b>\$ 56,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 593,875</b>	<b>\$ 319,492</b>	<b>\$ 168,886</b>	<b>\$ 150,606</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ 0</b>		<b>\$ 28,368</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>		<b>\$ (1,389)</b>	
<b>Ending Fund Balance</b>	<b>\$ 0</b>		<b>\$ 26,979</b>	

# Canopy

## Community Development District

Debt Service Fund Series 2018 A-1 & A-2  
Statement of Revenues & Expenditures  
For the Period Ending April 30, 2022

	Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
<b>Revenues</b>				
Special Assessments- Tax Roll	\$ 36,758	\$ 36,220	\$ 36,220	\$ -
Special Assessments- Direct A1	\$ 127,500	\$ 64,172	\$ 64,172	\$ -
Special Assessments- Direct A2	\$ 315,840	\$ 179,536	\$ 179,536	\$ -
Special Assessments- Prepayments	\$ -	\$ -	\$ 522,497	\$ 522,497
Interest Income	\$ 500	\$ 292	\$ 15	\$ (277)
<b>Total Revenues</b>	<b>\$ 480,598</b>	<b>\$ 280,219</b>	<b>\$ 802,440</b>	<b>\$ 522,220</b>
<b>Expenditures</b>				
Interfund Transfer Out	\$ -	\$ -	\$ 5	\$ (5)
<b>Series 2018A-1</b>				
Interest-11/1	\$ 66,071	\$ 66,071	\$ 66,071	\$ -
Interest-5/1	\$ 30,000	\$ -	\$ -	\$ -
Principal-5/1	\$ 66,071	\$ -	\$ -	\$ -
<b>Series 2018A-2</b>				
Interest-11/1	\$ 128,843	\$ 128,843	\$ 128,843	\$ -
Special Call 11/1/21	\$ -	\$ -	\$ 55,000	\$ (55,000)
Special Call 02/01/22	\$ -	\$ -	\$ 170,000	\$ (170,000)
Interest-2/1	\$ -	\$ -	\$ 2,614	\$ (2,614)
Interest-5/1	\$ 128,843	\$ -	\$ -	\$ -
Principal-5/1	\$ 60,000	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 479,828</b>	<b>\$ 194,914</b>	<b>\$ 422,532</b>	<b>\$ (227,619)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 771</b>		<b>\$ 379,907</b>	
<b>Beginning Fund Balance</b>	<b>\$ 227,333</b>		<b>\$ 339,803</b>	
<b>Ending Fund Balance</b>	<b>\$ 228,103</b>		<b>\$ 719,710</b>	

Due from General	\$ 397
Reserve A1	\$ 82,146
Revenue A1	\$ 107,164
Revenue A2	\$ 176,924
Interest A2	----
Prepayment A2	\$ 353,080
<b>Total</b>	<b>\$ 719,710</b>

# Canopy

## Community Development District

Debt Service Fund Series 2018 A-3  
Statement of Revenues & Expenditures  
For the Period Ending April 30, 2022

	<b>Adopted Budget</b>	<b>Prorated Budget 4/30/22</b>	<b>Actual 4/30/22</b>	<b>Variance</b>
<b><u>Revenues</u></b>				
Special Assessments- Tax Roll	\$ 12,555	\$ 12,371	\$ 12,371	\$ -
Special Assessments- Direct Bills	\$ 201,820	\$ 107,062	\$ 107,062	\$ -
Interest Income	\$ 100	\$ 58	\$ 7	\$ (51)
<b>Total Revenues</b>	<b>\$ 214,475</b>	<b>\$ 119,491</b>	<b>\$ 119,440</b>	<b>\$ (51)</b>
<b><u>Expenditures</u></b>				
Interfund Transfer Out	\$ 100	\$ 58	\$ 6	\$ 52
<b><u>Series 2018A-3</u></b>				
Interest-11/1	\$ 85,469	\$ 85,469	\$ 85,469	\$ -
Interest-5/1	\$ 35,000	\$ -	\$ -	\$ -
Principal-5/1	\$ 85,469	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 206,038</b>	<b>\$ 85,527</b>	<b>\$ 85,475</b>	<b>\$ 52</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 8,438</b>		<b>\$ 33,965</b>	
<b>Beginning Fund Balance</b>	<b>\$ 85,617</b>		<b>\$ 191,462</b>	
<b>Ending Fund Balance</b>	<b>\$ 94,055</b>		<b>\$ 225,427</b>	

Due from General	\$ 136
Reserve	\$ 104,688
Revenue	\$ 120,604
<b>Total</b>	<b>\$ 225,427</b>

# Canopy

## Community Development District

Debt Service Fund Series 2018 A-4  
Statement of Revenues & Expenditures  
For the Period Ending April 30, 2022

	Adopted Budget	Prorated Budget 4/30/22	Actual 4/30/22	Variance
<b>Revenues</b>				
Special Assessments- Tax Roll	\$ 65,612	\$ 64,651	\$ 64,651	\$ -
Direct Assessment	\$ -	\$ -	\$ 708	
Interest Income	\$ 250	\$ 146	\$ 5	\$ (141)
<b>Total Revenues</b>	<b>\$ 65,862</b>	<b>\$ 64,797</b>	<b>\$ 65,364</b>	<b>\$ (141)</b>
<b>Expenditures</b>				
Interfund Transfer Out	\$ -	\$ -	\$ 2	\$ (2)
<b>Series 2018A-4</b>				
Interest-11/1	\$ 23,773	\$ 23,773	\$ 23,773	\$ -
Interest-5/1	\$ 15,000	\$ -	\$ -	\$ -
Principal-5/1	\$ 23,773	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 62,545</b>	<b>\$ 23,773</b>	<b>\$ 23,774</b>	<b>\$ (2)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 3,317</b>		<b>\$ 41,589</b>	
<b>Beginning Fund Balance</b>	<b>\$ 48,007</b>		<b>\$ 80,719</b>	
<b>Ending Fund Balance</b>	<b>\$ 51,323</b>		<b>\$ 122,308</b>	
		Due from General	\$ 708	
		Reserve	\$ 32,714	
		Revenue	\$ 88,886	
		<b>Total</b>	<b>\$ 122,308</b>	

**Canopy**  
**Community Development District**  
 Capital Projects Fund  
 Statement of Revenues & Expenditures  
 For the Period Ending April 30, 2022

	Series 2018 A-1 & A-2	Series 2018 A-3	Series 2018 A-4	Capital Projects	Welaunee
<b><u>Revenues</u></b>					
Interest Income	\$0	\$3	\$0	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$5,111	\$0
Interfund Transfer In	\$5	\$6	\$2	\$0	\$0
<b>Total Revenues</b>	<b>\$5</b>	<b>\$9</b>	<b>\$2</b>	<b>\$5,111</b>	<b>\$0</b>
<b><u>Expenditures</u></b>					
Capital Outlay- Construction	\$0	\$0	\$0	\$0	\$0
Capital Outlay- General	\$0	\$0	\$0	\$1,474,190	\$0
Professional	\$0	\$0	\$0	\$5,075	\$0
Miscellaneous	\$0	\$0	\$0	\$381	\$337
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,479,646</b>	<b>\$337</b>
<b><u>Other Sources/(Uses)</u></b>					
Transfer In/Out	\$0	\$0	\$0	\$0	\$0
<b>Total Other Sources/ (Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$5</b>	<b>\$9</b>	<b>\$2</b>	<b>(\$1,474,535)</b>	<b>(\$337)</b>
<b>Beginning Fund Balance</b>	<b>(\$242,678)</b>	<b>\$10,406</b>	<b>\$3,561</b>	<b>(\$3,019,534)</b>	<b>(\$2,951,730)</b>
<b>Ending Fund Balance</b>	<b>(\$242,673)</b>	<b>\$10,414</b>	<b>\$3,563</b>	<b>(\$4,494,069)</b>	<b>(\$2,952,067)</b>

**Canopy  
Community Development District  
Month by Month**

October	November	December	January	February	March	April	May	June	July	August	September	Total
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## Revenues

[illegible]**Total Revenue**

\$ 11,358	\$ 29,611	\$ 103,592	\$ 15,058	\$ 12,589	\$ 11,358	\$ 13,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,253
-----------	-----------	------------	-----------	-----------	-----------	-----------	------	------	------	------	------	------------

## Expenditures

Administrative[illegible]**Administration Subtotal**

\$ 18,270	\$ 18,630	\$ 8,469	\$ 6,481	\$ 5,932	\$ 6,361	\$ 4,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,798
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**Canopy  
Community Development District  
Month by Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Common Area Maintenance</u>													
Field Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Porter Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ 9,850	\$ 9,850	\$ 9,850	\$ 8,250	\$ 8,250	\$ 8,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,300
Landscape Contingency	\$ -	\$ -	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wetland Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dove Pond Dam Surety Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Common Area Maintenance	\$ -	\$ 9,850	\$ 18,950	\$ 9,850	\$ 8,250	\$ 9,450	\$ 8,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,600
<u>Amenity Center:</u>													
Amenity Management Staffing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	\$ -	\$ -	\$ 750	\$ 750	\$ 816	\$ 750	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,816
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,200
Pool Chemicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water/Sewer Utility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,649	\$ 2,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,965
Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Termite Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Property	\$ 9,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,617
Cable/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 569	\$ 601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,170
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security/Alarms/Repair	\$ -	\$ -	\$ -	\$ 180	\$ 180	\$ 180	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amenity Center	\$ 9,617	\$ -	\$ 750	\$ 3,230	\$ 3,296	\$ 12,448	\$ 6,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,488
<u>Other</u>													
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 27,887	\$ 28,480	\$ 28,169	\$ 19,561	\$ 17,478	\$ 28,258	\$ 19,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168,886
Excess Revenues / (Expenditures)	\$ (16,529)	\$ 1,131	\$ 75,424	\$ (4,503)	\$ (4,889)	\$ (16,901)	\$ (5,365)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,368

# 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)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$2,170,000</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)
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)
LESS: SPECIAL CALL - 11/01/21		(\$55,000)
LESS: SPECIAL CALL - 02/01/22		(\$170,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$3,965,000</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)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$15,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$935,000</b>



# SECTION 3

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2022**

Gross Assessments \$ 122,622.50 \$ 39,525.00 \$ 13,500.00 \$ 70,550.00 \$246,197.50  
Net Assessments \$ 114,038.93 \$ 36,758.25 \$ 12,555.00 \$ 65,611.50 \$228,963.68

**ON ROLL ASSESSMENTS**

						49.81%	16.05%	5.48%	28.66%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>2018A-1 Debt Service Portion</i>	<i>2018A-3 Debt Service Portion</i>	<i>2018A-4 Debt Service Portion</i>		<i>Total</i>
11/9/21	ACH	\$3,469.72	(\$104.09)	\$0.00	\$3,365.63	\$1,676.30	\$540.32	\$184.55	\$964.45	\$3,365.62
11/24/21	ACH	\$34,312.80	(\$1,029.38)	\$0.00	\$33,283.42	\$16,577.33	\$5,343.38	\$1,825.06	\$9,537.65	\$33,283.42
12/17/21	ACH	\$162,243.76	(\$4,867.31)	\$0.00	\$157,376.45	\$78,383.79	\$25,265.51	\$8,629.58	\$45,097.57	\$157,376.45
12/30/21	ACH	\$28,669.26	(\$860.08)	\$0.00	\$27,809.18	\$13,850.80	\$4,464.54	\$1,524.89	\$7,968.96	\$27,809.19
01/11/22	ACH				\$1,305.04	\$650.00	\$209.51	\$71.56	\$373.97	\$1,305.04
02/02/22	ACH				\$24.44	\$12.18	\$3.92	\$1.34	\$7.00	\$24.44
02/15/22	ACH				\$2,446.83	\$1,218.68	\$392.82	\$134.17	\$701.16	\$2,446.83
04/18/22	ACH				\$4,679.06	\$2,330.48	\$751.18	\$256.57	\$1,340.82	\$4,679.05
<b>TOTAL</b>		<b>\$ 228,695.54</b>	<b>\$ (6,860.86)</b>	<b>\$ -</b>	<b>\$ 230,290.05</b>	<b>\$ 114,699.56</b>	<b>\$ 36,971.18</b>	<b>\$ 12,627.72</b>	<b>\$ 65,991.58</b>	<b>\$230,290.04</b>

**101% Net Percent Collected**

**DIRECT BILL ASSESSMENTS**

Ox Bottom Mortgage Holdings, LLC 2022-01				
		Net Assessments	\$136,292.00	\$136,292.00
Date Received	Due Date	Net Assessed	Amount Received	General Fund
9/30/21	10/1/21	\$11,357.67	\$11,357.67	\$11,357.67
11/4/21	11/1/21	\$11,357.67	\$11,357.67	\$11,357.67
12/7/21	12/1/21	\$11,357.67	\$11,357.67	\$11,357.67
1/4/22	1/1/22	\$11,357.67	\$11,357.67	\$11,357.67
1/21/22	2/1/22	\$11,357.67	\$11,357.67	\$11,357.67
2/7/22	3/1/22	\$11,357.67	\$11,357.67	\$11,357.67
4/1/22	4/1/22	\$11,357.67	\$11,357.67	\$11,357.67
	5/1/22	\$11,357.67	\$0.00	\$0.00
	6/1/22	\$11,357.67	\$0.00	\$0.00
	7/1/22	\$11,357.67	\$0.00	\$0.00
	8/1/22	\$11,357.67	\$0.00	\$0.00
	9/1/22	\$11,357.67	\$0.00	\$0.00
		<b>\$ 136,292.04</b>	<b>\$ 79,503.69</b>	<b>\$ 79,503.69</b>

Ox Bottom Mortgage Holdings, LLC 2022-02				
		Net Assessments	\$127,550.00	\$127,550.00
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-1 Debt Service Fund
	4/1/22	\$64,172.00	\$64,172.00	\$64,172.00
	9/30/22	\$63,378.00	\$0.00	\$0.00
		<b>\$ 127,550.00</b>	<b>\$ 64,172</b>	<b>\$ 64,172</b>

Ox Bottom Mortgage Holdings, LLC 2022-03				
		Net Assessments	\$315,840.00	\$315,840.00
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-2 Debt Service Fund
	4/1/22	\$179,536.00	\$179,536.00	\$179,536.00
	9/30/22	\$136,304.00	\$0.00	\$0.00
		<b>\$ 315,840.00</b>	<b>\$ 179,536</b>	<b>\$ 179,536</b>

Ox Bottom Mortgage Holdings, LLC 2022-04				
		Net Assessments	\$201,820.00	\$201,820.00
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-3 Debt Service Fund
	4/1/22	\$107,062.00	\$107,062.00	\$107,062.00
	9/30/22	\$94,758.00	\$0.00	\$0.00
		<b>\$ 201,820.00</b>	<b>\$ 107,062</b>	<b>\$ 107,062</b>

# SECTION 4



**MARK S. EARLEY**  
SUPERVISOR OF ELECTIONS  
LEON COUNTY, FLORIDA

April 15, 2022

Dear Amanda Ferguson :

In response to your email we are happy to provide the number of registered voters for the Canopy CDD as of April 15, 2022. The voter registration total that you requested is as follows:

Canopy CDD: **272 registered voters**

These determinations were made using our voter registration database and the current map of the district. We hope this information satisfies your requirements. If you need additional assistance please contact Johnny To, Demographics/GIS Manager at

(850) 606-8683 or via email at [ToJ@leoncountyfl.gov](mailto:ToJ@leoncountyfl.gov).

Sincerely,

Mark Earley