

CANOPY

Community Development District

DECEMBER 12, 2024

AGENDA

Canopy
Community Development District
Meeting Agenda

Thursday
December 12, 2024
1:00 p.m.

Canopy Amenity Center
2877 Crestline Road
Tallahassee, Florida 32308
Call In # 1-877-304-9269
Participation Passcode # 926467

- I. Roll Call
- II. Public Comment Period
- III. Organizational Matters
 - A. Oath of Office for Newly Elected Supervisors
 - B. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners Election
 - C. General Information for New Supervisors
 - D. Election of Officers, Resolution 2025-02
- IV. Approval of Minutes of the August 22, 2024 Meeting
- V. Acceptance of Minutes of the November 14, 2024 Landowner Meeting
- VI. Ratification of Agreement with Governmental Management Services, LLC (transferring services from Central Florida office to North Florida office)
- VII. Ratification of Audit Engagement Letter with Grau & Associates for Fiscal Year 2024 Audit
- VIII. Consideration of Amendment to Truly Tailored Landscaping for Price Increase
- IX. Consideration of CDD Encroachment Request
- X. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager

1. Approval of Check Register Summary
 2. Balance Sheet & Income Statement
-
- XI. Other Business
 - XII. Supervisors Requests
 - XIII. Next Scheduled Meeting – February 13, 2025 at 1:00 p.m. at the Canopy Amenity Center
 - XIV. Adjournment

¹ Comments will be limited to three (3) minutes

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 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(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited person was duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following person is found, certified, and declared to have been duly elected as a Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Tom Asbury, Jr. (Seat 5) Votes 403

2. **TERM.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for a 4-year term of office.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of December 2024.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

D.

RESOLUTION 2025-02

**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 December 12, 2024 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:

_____	Chairman
_____	Vice-Chairman
<u>James Oliver</u>	Secretary
<u>James Oliver</u>	Treasurer
<u>Daniel Laughlin</u>	Assistant Treasurer
<u>Corbin deNagy</u>	
<u>Darrin Mossing</u>	
<u>Marilee Giles</u>	
<u>Matthew Biagetti</u>	
<u>Daniel Laughlin</u>	Assistant Secretary(s)
<u>Corbin deNagy</u>	
<u>Marilee Giles</u>	
<u>Darrin Mossing</u>	
<u>Matthew Biagetti</u>	

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2024.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

Minutes of Meeting
Canopy
Community Development District

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Thursday, August 22, 2024 at 6:00 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Jason Ghazvini	Vice Chairman
Colleen Castille	Supervisor
David Brady	Supervisor

Also present were:

Jim Oliver	District Manager
Corbin deNagy	GMS
Roy Van Wyk	District Counsel
Laura Kalinoski	Events Coordinator
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the June 13, 2024 Meeting

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the minutes of the June 13, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Discussion of Suspension of Amenity Privileges

Mr. Oliver stated since our last meeting we had two resident teens allow non-residents into this facility after hours and violating policies. In one case they were in the fitness room and in one case they had several guests in the swimming pool after hours. In both cases we were able to find out who the key holders were, we contacted the parents of both, discussed the matter and let them know that we are going to suspend that access card for those children until the next meeting at which time the board can consider the facts of the case. After discussion with them we agreed to suspend their privileges for one-year for both of the people who had violations. We issued letters to them, and I don't expect them to be here tonight to challenge it.

On MOTION by Mr. Ghazvini seconded by Mr. Brady with all in favor the one-year suspensions were ratified.

FIFTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2023 Audit Report

Mr. Oliver gave an overview of the opinion letter, independent auditor's report on internal controls, and the management letter and stated this is a clean audit.

On MOTION by Mr. Ghazvini seconded by Ms. Castille with all in favor the fiscal year 2023 audit was accepted.

SIXTH ORDER OF BUSINESS

Fiscal Year 2025 Budget

A. Overview of budget

Mr. Oliver gave an overview of the budget and stated when the bonds were issued, there were assessment hearings, and those assessments were set. They are 30-year bonds but at the end of ten years if interest rates are better the board will have the opportunity to refinance those bonds at a better rate. Typically, your first bonds have a higher rate because you are starting fresh and there is a lot more risk to bondholders, no rooftops to spread the risk.

Mr. Oliver reviewed the revenues, administrative section, maintenance, and stated landscape maintenance is biggest driver of the increase, amenity center and we want to make sure we run all the costs through the district to show the actual costs and we set aside \$40,000 for capital reserves.

B. Board Discussion

Ms. Castille stated of the \$704,000 proposed budget, a portion of that the developer is still paying.

Mr. Oliver stated yes. The developer is paying for the direct assessments on all the land they own and they have a developer deficit funding agreement to make sure if the district needs more money they will fund that up to the \$704,000. That is important because we have to have a funding source.

Ms. Castille asked for this budget is that the contingency?

Mr. Oliver stated it is contingency but most important is we have the flexibility as a board and staff working with the board to move funds among line items.

C. Public Hearing Adopting the Budget for Fiscal Year 2025

On MOTION by Mr. Ghazvini seconded by Ms. Castille with all in favor the public hearing was opened.

A resident stated it looks like there is money in the budget that is not being spent but the surplus reduces the developer contribution on the shortfall.

Mr. Oliver stated this budget is not generating any surplus, it is simply that once we exhaust the assessments, we rely on the developer for contributions to fund any costs between the assessment levels received and the actual costs incurred. Eventually every CDD becomes self-sufficient and your entire district will run solely on assessments collected from the property owners. We are not there right now but are beginning to transition, but it is going to take a while to get there. There is no surplus being returned to the developer.

A resident asked does the district maintain a general ledger of all the expenses being paid?

Mr. Oliver responded we do. We have a trial balance and we provide that to the auditor and they go through that thoroughly. They also go through all the minutes to make sure the board approved those expenditures.

Ms. Castille asked don't we get a general ledger in our meeting packages?

Mr. Oliver responded yes, at every meeting you have the unaudited financials throughout the year and that is also on the website.

A resident asked what areas are contained in this budget as far as Canopy, Ox Bottom, the apartment? Is that it?

Mr. Oliver stated that is it. Everything within the boundaries of the district that are common areas that are owned by the district. We had a discussion earlier, there is a map of the district on the website and is on the bottom of page 2 of your agenda.

Mr. Asbury stated the apartments do not have access to the amenity center. Their assessment is for landscaping, maintaining everything else in Canopy but not the amenity center.

Mr. Oliver stated they maintain everything within their footprint.

A resident asked at a certain point when the HOA takes over is it around the same time the CDD becomes stand alone?

Mr. Oliver stated it is not tied to that. We are transitioning the board and have two more residents join this year and two more in two years. Although you will have a resident board controlling this district in two years, sometimes it takes a while for buildout due to economic conditions and other things. Southwood was established in 1999 and some of these developments because they are so big they take a long time to get to build-out. It is going to take a while to get to that point.

A resident asked when that time comes will we be left with no money in the coffers or will we be left with some residual funding to take care of issues?

Mr. Oliver stated you will be left with some. We mentioned earlier we are putting \$40,000 in the capital reserve fund and we will start building those as we ramp up but at the same time you will also build a rainy-day fund. As you have more platted lots you collect more assessments you still are fiscally prudent and you will generate some surpluses every year and they will sit on the balance sheet, everyone will see them and you can use those as needed.

A resident asked are CDDs required to have an insurance policy or is that more on the HOA side?

Mr. Oliver stated they are required. We have liability insurance, public officials and property insurance.

A resident asked are the HOA and CDD connected?

Mr. Oliver responded no. One is private and the other is governmental.

A resident asked is there insurance for areas other than the amenity center?

Mr. Oliver responded yes, there is property insurance for all the assets owned by the district and there is liability insurance to protect the district.

A resident asked at a prior meeting when we discussed contingency, have we discussed doing something with that money to earn interest? Has that been accomplished?

Mr. Oliver stated yes, later in the agenda you will see that we are asking the board for permission to open an account with the State Board of Administration.

On MOTION by Ms. Castille seconded by Mr. Ghazvini with all in favor the public hearing was closed.

1. Consideration of Resolution 2024-03 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2025

Mr. Van Wyk stated Resolution 2024-03 is the budget adoption resolution. The budget was approved, notice was provided in publication and on the district’s website as required. We are required to adopt this budget prior to October 1. We are making findings with respect to the specifics of those budget sections that we talked about, the general fund budget, bond assessment and details.

On MOTION by Ms. Castille seconded by Mr. Ghazvini with all in favor Resolution 2024-03- was approved.

2. Consideration of Resolution 2024-04 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2015

Mr. Oliver stated we just adopted a budget and we fund this budget with assessments. We levy assessments on all the lands in the district. You received a mailed notice and you can see this on the last page of the budget, there is an assessment chart and all the single-family homes are assessed \$821 for the current fiscal year and this would increase it to \$878, an increase of \$57 on an annual basis, \$4.75 on a monthly basis. This would be collected on your tax bill. If you pay by November 30th, you will receive a 4% discount.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the public hearing was opened.

There being no comments or questions,

On MOTION by Ms. Castille seconded by Mr. Ghazvini with all in favor the public hearing was closed.

Mr. Van Wyk stated we adopted our budget now we need to fund that budget and this resolution puts those assessments in place in order to collect enough money to fund the budget. We are making certain findings with respect to assessments. Assessments require two things, they have to be a benefit that equals or exceeds the amount you are imposing so there has to be a benefit to the property. We have already determined that the items included in the budget are a benefit to the property and the community as a whole. Then they have to be fairly and reasonably apportioned across the various product types in the district. Jim has prepared a tax roll that has all properties listed and the amount of the assessment that will be imposed on each one of the properties. It provides for the collection method, some assessments will be directly collected by the district, some will be collected on the tax roll and collected by the county tax collector as part of the normal tax collection process. The resolution allows Jim and his staff to amend the assessment roll should different parcels come online between now and when we certify the roll.

Mr. Oliver stated we do not have the assessment roll as an exhibit, there is some confidential and exempt information on those rolls, but it is the property ID for each one, the name, address and assessment for each one of those properties.

On MOTION by Ms. Castille seconded by Mr. Ghazvini with all in favor Resolution 2024-04 was adopted.

D. Consideration of Deficit Funding Agreement for Fiscal Year 2025

Mr. Van Wyk stated this is the same agreement you have seen in the past where the developer provides that they will provide that dollar amount that was put in the budget if there is a budget shortfall. We expect that there will be if we fully fund all the items that were included in the budget.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the deficit funding agreement for fiscal year 2025 was approved.

SEVENTH ORDER OF BUSINESS**Authorization for Staff to Open a State Board Account**

Mr. Oliver stated next is authorization for staff to open a State Board account. We typically have not had much money to invest because as these assessments are collected and also developer contributions they go immediately to fund operations and maintenance. As we put money aside for the capital reserve fund we want to invest it at a higher yield but we are required to use only certain qualified vehicles to do that. The reason we use the State Board of Administration is they are focused on public entities such as cities and counties, special districts and we get a higher rate of interest than we would just in a typical governmental checking account. We have to have liquidity, security and last is yield that takes a back seat to protecting these funds.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor staff was authorized to open an account with the State Board of Administration.

EIGHTH ORDER OF BUSINESS**Discussion Regarding Swim Lessons**

Mr. deNagy stated this item came up at the June meeting and the board asked what other districts do in regard to swim lessons. We are at the end of swim season but as a discussion point, I reached out to five local swim lesson providers in Tallahassee to gauge their interest to see if they would be willing to partner with the district to offer swim lessons to residents of Canopy. I heard back from four of those vendors and all were willing to serve the residents here. Two of them were local, ISR, an infant swimming resource and they focus on infant survival. United Swim Club offers a broad range of swimming lessons from youth to adult. I reached out to Aqua Mobile and InstaSwim, they are national and provide people to come in and provide swim lesson services. All four were willing to serve residents in the district and it is a discussion for you as to how you want to proceed.

Mr. Oliver stated we also discussed the fact that this would be funded by user fees not by the district.

Mr. Ghazvini asked can we set up on the policies on the website and if a homeowner in Canopy has a program or lesson they feel good about, can they have that individual come to the CDD or GMS before the next meeting to get approved?

Mr. Oliver stated I like that approach. We will bring this back to the next meeting.

NINTH ORDER OF BUSINESS

Discussion of CDD Goals and Objectives

Mr. Oliver stated during the last legislative session the house and senate approved a bill that requires all special districts in Florida to set goals and objectives, publish them before the beginning of FY 25 and on a quarterly and annual basis compare your performance to those objectives. We had a short amount of time to meet this mandate and in your agenda package is a memorandum that was prepared by Roy’s office regarding the legislative requirement and with the help of Roy’s office and district management companies throughout the state, we have come up with goals and objectives that would meet the requirement that we can achieve this first year.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the goals and objectives were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated we did work closely with district management to come up with those goals and objectives. We will be in compliance and it is a good matrix to know where we are.

We are still working finishing with the acquisition.

B. Engineer

There being none, the next item followed.

C. Manager

Mr. Oliver stated the general election is November 5th, there are two seats being filled by general election. Only one person qualified so he is a supervisor elect, Toby Thomson. The other seat had two qualifiers so that will be determined by the election. Those board members will be seated no sooner than 14 days after the general election period.

Ms. Van Wyk stated as a supervisor elect you are subject to some of the requirements of the sunshine law, monitor your conversations with other board members. You can call my office and we will get you the new supervisor notebook.

1. Approval of Check Register Summary

On MOTION by Ms. Castille seconded by Mr. Brady with all in favor the check run was approved.

2 Balance Sheet and Income Statement

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

3. Discussion of Fiscal Year 2025 Meeting Schedule

Mr. Oliver stated this is the same schedule that we have had in the past and in conversation with Mr. Thomson he is asking that we move the meeting from 2 p.m. to 1 p.m. and we can discuss that once he is seated.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the fiscal year 2025 meeting schedule was approved reflecting meetings on the following dates: October 10, 2024, December 12, 2024, February 13, 2025, April 10, 2025, June 12, 2025 and August 14, 2025.

ELEVENTH ORDER OF BUSINESS Other Business

A resident stated I believe you did a good job with water management in the last big storm we had, the retention pond never went over its barriers. Tree planting is in the budget and two islands have dead trees and they should be pulled and replaced.

A resident stated on Broadmoor Lane in section 5, the grass is being cut about 8-feet from the curb and there is a massive amount of weeds and overgrowth. That needs to be addressed and cut back.

A resident asked regarding Dove Pond, I know the master plan has a walkway around it. Any idea when that will be installed?

Mr. Ghazvini stated the portion of the trail system that is on the northeast side of Dove Pond is City of Tallahassee property and their portion of that trail is not yet built. If you get to the other side of the dam, there is a sign that says this is the end of the trail system because the city has to complete it so it comes back around and ties back. Until the city develops their part that portion will not be created as a loop back to Welaunee Boulevard.

A resident asked what is the sign at the end of Broadmoor for? All of us as members or is that for people who don't live here?

Mr. Ghazvini stated what has happened is the public has chosen Dove Pond as the place to come fishing. We have had a lot of people come to Dove Pond, they park near Broadmoor, the other side of unit 5 as well and walk down and fish in the pond. Those signs are our attempt to work with TPD to try to get it so people will stop coming and give TPD the ability to tell people they can't be here it is private property. If there is a consensus to not have the signs, I don't have a desire to keep them other than to prevent that from happening. If you live in Canopy you are welcome to go to Dove Pond, that sign is not meant for you.

A resident asked what can we expect grass in the pipeline area?

Mr. Ghazvini stated that area is for the Florida Gas transmission line, it is their property. As a builder/developer if I step on there I have to ask permission. If I do anything I have to ask permission. You have reached out to Sue and she passed it along to me. They were onsite and we pinned them down and had a conversation and they agreed. You are seeing their first level of trying to bring in dirt and they will come back and put grass and seed and sod. If it doesn't take, reach out to Sue and we will come out.

A resident stated we asked to be able to encroach into an easement and were denied.

Ms. Castille asked what do you want to put there?

A resident stated we wanted to put pavers because we are putting pavers all the way across and then screen it in. We wanted an outdoor kitchen, a table and chairs and a hot tub on the other side, so a screen all the way across. We requested that extra few feet to make that triangle a square.

Mr. Ghazvini stated I'm happy to come and meet you at your house and discuss it with you. I think the hurdle is that it is not just the CDD open space, that is a drainage and utility easement, there are two large, substantial, drainage pipes that are inside that easement that convey stormwater down to the stormwater facility. You feel that your request is reasonable and makes sense and it is a good reason for us to give it. Everyone will feel that way about their situation if they go into an easement on their property. If we as a CDD say it is okay here, then we have to say it everywhere.

A resident asked the roundabout at Dempsey Mayo and Welaunee three or four weeks ago the storm went through, the City Blueprint sign and it is still in the middle of that roundabout.

A resident stated I brought this up before about trying to hide the big sewage pump. It is an eyesore when you are using the trail system around the pond. It should be hidden with shrubbery or fence.

Mr. Ghazvini stated I need to ask the city to plant a buffer around the lift station.

A resident stated I live in Unit 4 and part has received the final lift of pavement and when the contractor did that they spray painted some crosswalks and stop bars. Those started to fade. Can we put in thermoplastic?

Mr. Ghazvini stated it will be thermoplastic. Some of those things are waiting for the speed humps to go in. All of that stuff will be installed as the speed humps go in. We will send out that timeline.

A resident stated in Unit 4, it was supposed to connect to Welaunee but the city installed a box.

Mr. Ghazvini stated it is going to be relocated. Timing is a problem.

A resident stated it is only right turns.

Mr. Ghazvini stated they did not want people going across the median.

A resident asked can we get an emergency contact number posted here at the pool? We don't have anyone to call in an emergency. There was poop in the pool one day. Who do we call?

Mr. Ghazvini stated an email went to Sue and to Laura and to Jim. I was closest so I came over and dealt with the issue. Those are the three people you can contact.

A resident stated some things are more critical than an email, such as unruly teenagers in the pool. It happened this weekend and Sue took care of it but if Sue were not here we would have had a big problem.

Mr. Ghazvini stated if that happens and Sue is not available, call officers.

A resident stated they told me they can't come onto the property because it is private property. The owner of the facility has to contact them.

Mr. Ghazvini stated I will contact TPD and fill out whatever form they want.

A resident asked can we get the dead crape myrtles on Crestline replaced?

Mr. Ghazvini stated Premier will do that.

A resident asked are there plans for another amenity?

Mr. Ghazvini stated this is the only one planned. As the homeowners take over and there is a desire for another amenity, that is something they can choose to do but you have to think of the cost to do that. Down the road the homeowners may want to have another bond to add to the amenity.

Mr. Asbury stated this amenity and pool were sized to accommodate 800 homes.

TWELFTH ORDER OF BUSINESS Supervisors Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting – to be determined

Mr. Oliver stated the next scheduled meeting will be October 10, 2024 at 2:00 p.m.

On MOTION by Mr. Brady seconded by Ms. Castille with all in favor the meeting adjourned at 7: 36 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The Canopy Community Development District held a landowners meeting Thursday, November 14, 2024 at 2:00 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present were:

Jason Ghazvini
Jim Oliver
Corbin deNagy
One Resident

FIRST ORDER OF BUSINESS

Call to Order

Mr. Oliver called the landowners' meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Oliver stated we have 403 units represented today, one is from a resident who is present today and Jason is the proxyholder for three different entities totaling 402 votes.

THIRD ORDER OF BUSINESS

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

Mr. Oliver stated if there is no objection, I will serve as Chairman for the purpose of conducting the landowners meeting.

FOURTH ORDER OF BUSINESS

Nominations for Position of Supervisor

Mr. Ghazvini nominated Thomas Asbury, Jr.

FIFTH ORDER OF BUSINESS

Casting of Ballots

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Mr. Oliver stated I have tallied the votes and we have 403 votes for Thomas Asbury, Jr.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

Mr. Oliver stated our next CDD meeting will be held December 12, 2024 at 1:00 p.m.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 2:04 p.m.

SIXTH ORDER OF BUSINESS

**AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES**

This Agreement (“**Agreement**”) is effective as of October 1, 2024 (“**Effective Date**”), by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Leon County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C., a Florida limited liability company, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**Manager**” or “**GMS-NF**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in Leon County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District and Governmental Management Services – Central Florida, LLC (“**GMS-CF**”), previously entered into an agreement for the provision of district management services, dated June 27, 2017 (“**Prior Agreement**”); and

WHEREAS, this Agreement supersedes and replaces, in its entirety, the Prior Agreement, which GMS-CF acknowledged in its Acknowledgement attached hereto; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

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

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

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

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

C. The initial term of this Agreement commences on October 1, 2024, and continues until September 30, 2025, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this Agreement shall inure

to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Canopy Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chairperson

With a copy to: Kilinski | Van Wyk PLLC
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Jennifer Kilinski
Jennifer@cddlawyers.com

B. If to Manager: Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: President, Darrin Mossing
DMossing@gmstnn.com

With copies to: Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
District Manager, Jim Oliver
JOliver@gmsnf.com

Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmstnn.com

Governmental Management Services L.L.C.
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Leon County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity

shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. ACKNOWLEDGEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. The Parties hereby acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement. GMS-CF also acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement pursuant to its Acknowledgement attached hereto.

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty

(30)days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Daniel Laughlin** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager 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 Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 288-7667, INFO@GMSNF.COM WITH COPY TO JOLIVER@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. 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 the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES.* The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, Florida Statutes, Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Manager shall immediately notify the District. If Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Jim Oliver
DTBA5E5E7470418...
Secretary / Assistant Secretary
Board Of Supervisors

Jim Oliver
Print Name

DocuSigned by:
Jason Ghazvini
172B7269F53E4A8...

By: _____
Print: Jason Ghazvini

Its: _____
Manager
Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES, L.L.C.**

DocuSigned by:
Sarah Sweeting
A6BEDA72E7324E1...
Witness

Sarah Sweeting
Print Name of Witness

DocuSigned by:
Darrin Mossing
3CA8CBD20A734F6...

By: _____
Print: Darrin Mossing

Its: _____
President

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

ACKNOWLEDGMENT OF GMS-CF
SIGNATURE PAGE

The undersigned hereby acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of the Agreement for District Management Services by and between the Canopy Community Development District and Governmental Management Services – Central Florida, LLC dated the Effective Date thereof (“**Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Agreement.

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC**

DocuSigned by:
Sarah Sweeting
A6BE8A72E7324E1...

DocuSigned by:
Darrin Mossing
By: 3CA8CBD20A734F6...

Witness

Print: Darrin Mossing

Its: President

Date: 2024-11-10

EXHIBIT A
SCOPE OF SERVICES

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Maintenance Contract Administration

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2025 GMS Fees **
Management, Administrative, and Accounting Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments (plus reimbursables) • Our Agreement contemplates 12 meetings and 1 workshop 	\$43,357
Annual Assessment Administration <ul style="list-style-type: none"> • (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) 	\$2,500
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments • (Does not include cost of creation of ADA compliant website, if applicable) 	\$4,157
Dissemination Agent Services <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments 	\$8,480
Fiscal Year 2025 GMS Fees	\$58,494

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	
Other Services **	Cost
<ul style="list-style-type: none"> • New Bond Issuance Cost (per bond issue) \$25,000 • Refinance Bond Issuance Cost (per bond issue) \$15,000 • Debt Service Assessment Methodology Preparation \$20,000 • SERC Preparation & Assistance w/ Petition \$5,000 • Prepaid Estoppel Letter – One Lot \$100 • Prepaid Estoppel Letter – Multiple Lots \$250 • Prepaid Estoppel Letter – Partial Payoffs \$500 • Annual Construction Accounting Fee (while active) \$2,500 • Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds) \$3,000 	
Extended or Extra Board Meetings: <ul style="list-style-type: none"> • Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee. \$250/hr. 	
Facility Maintenance and Repair Services. <ul style="list-style-type: none"> • GMS has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board Of Supervisors and/or the District Manager. \$50.00/Hour Plus Reimbursable Expenses 	

Item	Cost
<p>Additional Services:</p> <ul style="list-style-type: none"> All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District. 	<p>To Be Negotiated</p>
<p>Standard Hourly Rates:</p> <ul style="list-style-type: none"> The Hourly rate for the District Manager is \$175/Hour. The Hourly rate for the District Accountant is \$125/Hour. The Hourly rate for the District Administrative Assistant is \$80/Hour. 	<p>As Defined</p>
<p>Out-of-Pocket Reimbursable Expenses</p> <ul style="list-style-type: none"> Reimbursable expenses to be itemized on invoicing each month. Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month. 	<p>At GMS Standard Rate or Costs</p>
<p>** For Fiscal Year 2025, with dates effective October 1st, 2024, through September 30th, 2025, the GMS fees are reflected in the Adopted 2025 Budget.</p>	

**EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Darrin Mossing, as President, on behalf of Governmental Management Services, LLC, a Florida limited liability company (the “Manager”), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: September ³⁰____, 2024.

[Remainder of page intentionally left blank]

FURTHER AFFIANT SAYETH NAUGHT.

GOVERNMENTAL MANAGEMENT SERVICES, LLC

DocuSigned by:
By: Darrin Mossing
3CA8CBD20A734F6...
Name: Darrin Mossing
Title: President

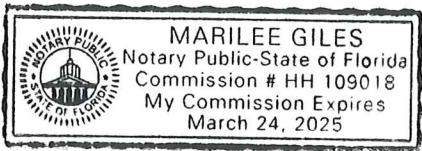
STATE OF FLORIDA
COUNTY OF St. Johns

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by Darrin Mossing, as President, of Governmental Management Services, LLC, who is personally known to me or who produced _____ as identification this 30th day of September, 2024.

Marilee Giles

Notary Public

(Notary Seal)



SEVENTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

Board of Supervisors
Canopy Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Canopy Community Development District, City of Tallahassee, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Canopy Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is

subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government

received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Control

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

**GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850**

Our fee for these services will not exceed \$4,600 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

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

By: John
Title: Secretary
Date: 9/13/2024



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

**Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809**

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

EIGHTH ORDER OF BUSINESS

INVOICE

Truly Tailored Landscaping, LLC
2700 Welaunee Blvd Unit 1602, FL

trulytailoredllc@yahoo.com
+1 (813) 468-1643



Canopy Community Development District

Bill to
Canopy CDD

Ship to
Canopy CDD

Invoice details

Invoice no.: 4633
Invoice date: 11/05/2024
Due date: 11/05/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Bi-Weekly Maintenance	Services Provided	1	\$16,950.00	\$16,950.00

Total **\$16,950.00**

Ways to pay



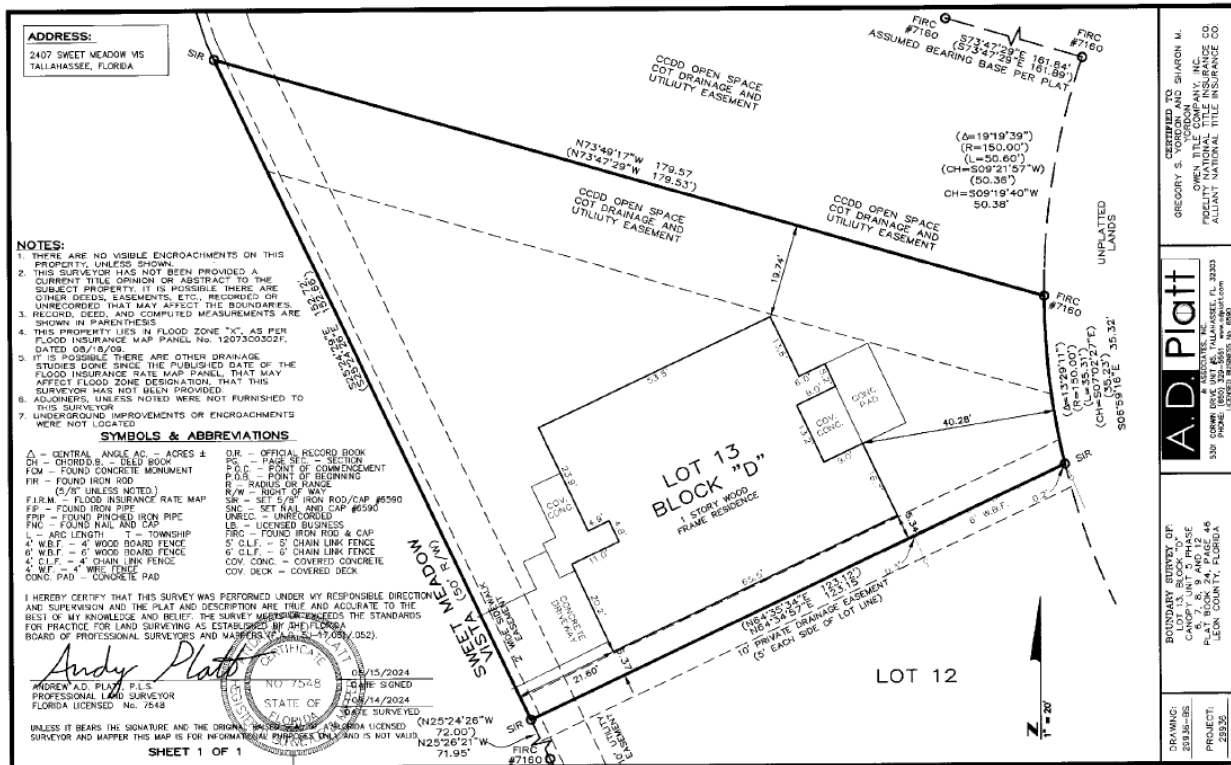
View and pay

NINTH ORDER OF BUSINESS

MEMORANDUM

From: Canopy CDD Staff
To: Canopy Board of Supervisors
Date: December 2024
Re: Encroachment Request by Canopy Resident

Late this summer, a Canopy Community Development District (“District”) resident located at Lot 13D in Canopy Unit 5 requested a meeting on a request for an encroachment from the District into District property. The District owns the open space that would be subject to the encroachment, which is further subject to a City of Tallahassee drainage and utility easement, which abuts Lot 13D. A picture of the platted lot is below and proposed affected property is below:



The request includes an impervious and permanent private improvement on the District’s public property to include a concrete enclosure for a hot tub, outdoor kitchen and seating area. Staff pulled the as-builts of the stormwater pipes that are in the easement/open space as well as dimensions of the 11’ that would be required to allow the resident to extend into the District property and City easement. The general dimensions are below:



A member of the Board and the District Engineer reviewed the site and the supporting documents.

There are two options for the Board, as follows:

1. **Option 1 and Staff Recommendation:** While District staff can empathize with the resident, who indicated in their transmittal (attached hereto as **Attachment A**) that they did not know the backyard was as shallow as it is when they purchased the house, permitting private impervious and permanent encroachments into District property and into drainage easements is not recommended. This is both because of the precedent it sets but also from a design perspective, the stormwater drainage area is meant to act as a drainage path for the full functioning of the stormwater systems that the District and/or the City owns, as applicable. The improvement being proposed is not easily movable or removeable and changes the design of the stormwater system, including by adding additional impervious improvements into an area meant for excess drainage. Should there be repairs or drainage improvements needed in that area in the future, having this type of improvement will make the District's work more difficult and more expensive. In District staff's opinion it also sets a poor precedent for use of public property for private purposes, which may arise again within the District, and impairs other residents use and enjoyment of the open space. Further, it increases District liability as it no longer controls maintenance and improvements exclusively on its own property and the remedies for failure to conform to an agreement (the nature of which is set forth below) is contractual suit or incurring expenses to remove the improvements in District property.
2. **Option 2:** The second option is that the Board could approve the encroachment. If approved, it would need to be subject to the City of Tallahassee's approval as well because of the recorded City easement and the District would need to see written approval from the City prior to providing final approval to the resident. Staff would further recommend, if approved, such approval be conditioned on execution of an easement variance agreement between the District and the resident, along with all successors and assigns in interest, which obligates the owner in perpetuity for the maintenance, liability, construction, renovation, removal and other responsibility for said improvements. This agreement would also be for the benefit of the City should it need to make improvements in the maintenance easement.

City of Tallahassee Growth Management Department/Land Use & Environmental Services Division
Utilities
300 S. Adams Street, Box B 28
Tallahassee, Florida 32301

Letter of Intent for Property Encroachment Agreement For:

Sharon and Greg Yordon, 2407 Sweet Meadow Vista, Tallahassee, Florida 32308

Canopy Unit 5; Lot 13; Block D; Built 2022

PARCEL ID#: 11152300D0130

Dear Land Use & Environmental Services Members,

Last month we purchased the above resale home for which the seller failed to disclose the awkward and limiting rear yard setback until after the refundable time-period. We recently retired and had hoped this 'final' home would provide a peaceful, year-round opportunity to enjoy the natural surroundings of the trees and pond. Our intent included a hot tub, for health reasons, outdoor kitchen and seating area and screened enclosure to protect us from mosquitoes. We are requesting an Encroachment Agreement for the above address to seek relief of the required rear yard setback, for the reasons detailed below.

1. The proposed small increase of the rear yard setback would allow our home to be in character with the surrounding homes along Sweet Meadow Vista and the community of Canopy and allow us to spend time outdoors without the risk of mosquitoes.
2. The paved, enclosed area would not exceed the width of the home and is not in any way obtrusive, nor would any of the structures have any effect on adjacent properties.
3. Due to the unusual easement which starts at the back corner of the house and diagonally cuts across the backyard in the shape of a triangle, we would be unable to build a screened enclosure to fit the above-described elements.
4. This request of a screened porch would blend with the other new homes in the community, maintains property aesthetics, and provides for a retired lifestyle to enjoy the backyard.

5. This setback, as it stands, causes undue and apparently unnecessary hardship to us as property owners, preventing us from backyard use and enjoyment.
6. The requested Encroachment Agreement is the bare minimum needed to correct the problem.

Thank you for your time and consideration.

Sincerely Yours,

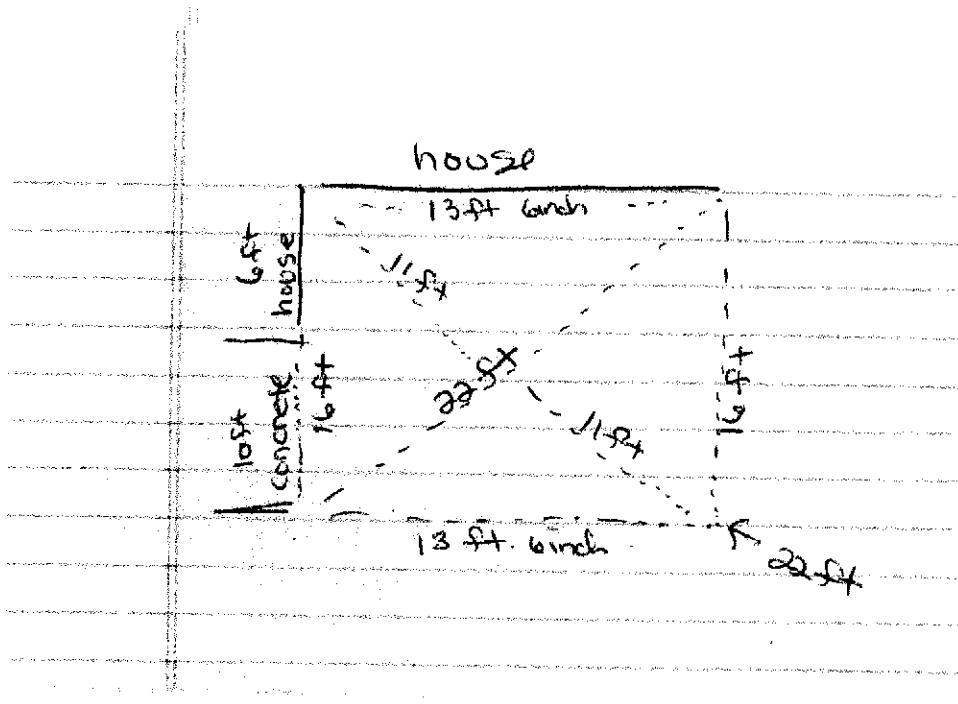
Sharon and Greg Yordon

Sharon Yordon *Greg Yordon*

Enclosures:

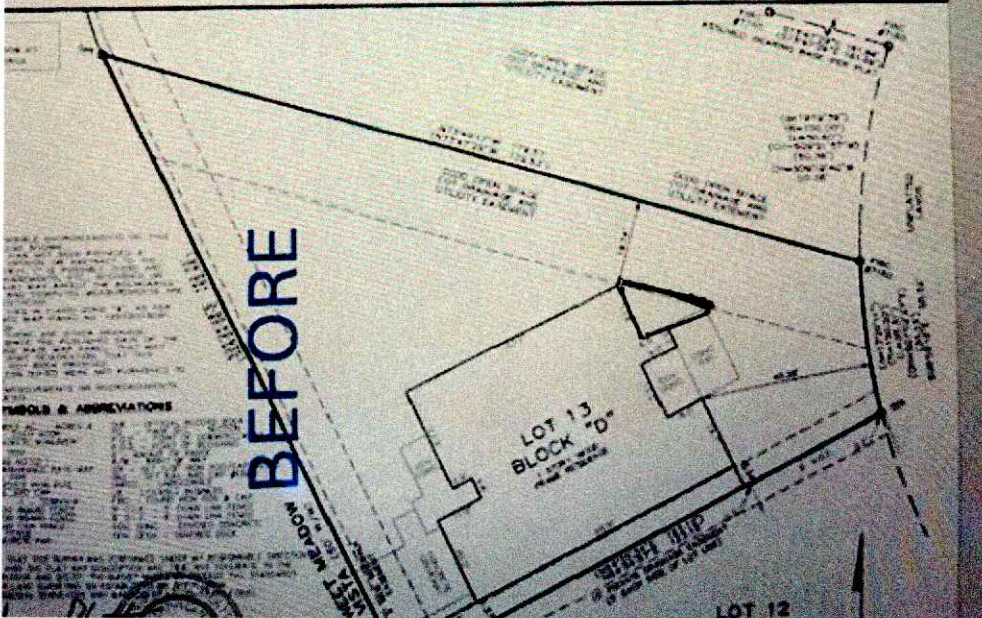
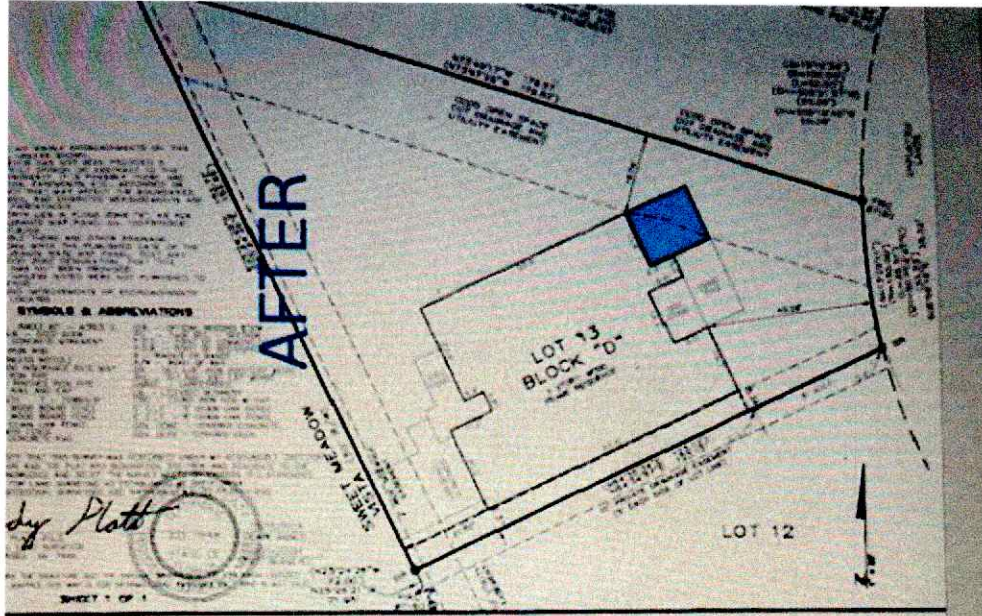
Proposed drawing of extension

Plat map; before & after









TENTH ORDER OF BUSINESS

C.

1.

Canopy

Community Development District

Check Register Summary

October 1, 2024 to October 31, 2024

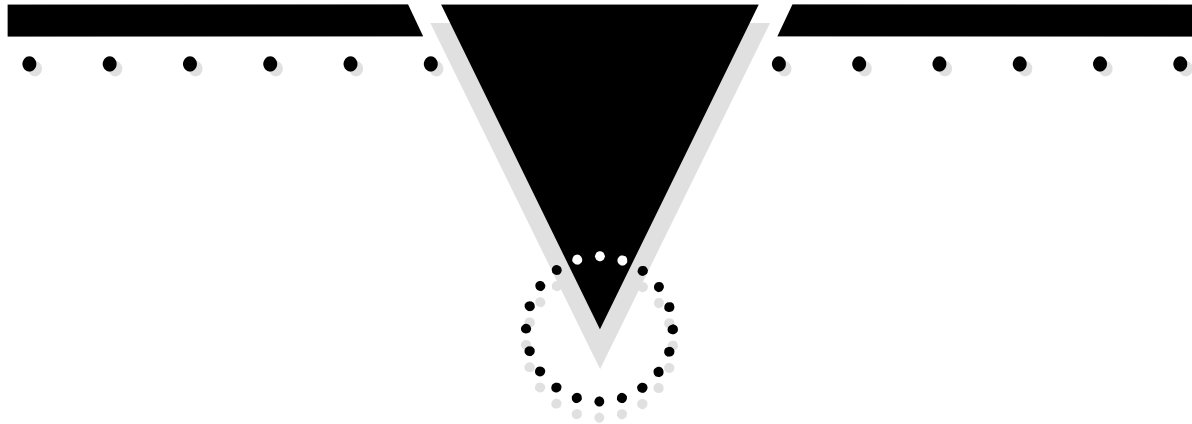
Bank	Date	Check No.'s		Amount
General Fund	10/3/24	642-648	\$	19,468.38
	10/21/24	649-654	\$	13,105.52
		Subtotal	\$	32,573.90
			\$	32,573.90

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/03/24	00045	9/30/24	33253	202409	330	53800	60000		ALLWAYS IMPROVING LLC FITNESS PRO	*	195.00	195.00	000642
10/03/24	00042	9/05/24	00067036	202409	310	51300	48000		GANNETT MEDIA CORP DBA	*	109.90	109.90	000643
10/03/24	00040	9/20/24	1772884	202410	330	53800	45900		MARPAN SUPPLY COMPANY, INC.	*	33.48	33.48	000644
10/03/24	00030	10/01/24	18151541	202410	330	53800	45505		PREMIER POOLS OF TALLAHASSEE	*	2,300.00	2,625.00	000645
		10/01/24	18151746	202410	320	53800	60000			*	325.00		
10/03/24	00029	10/01/24	7652	202410	330	53800	34500		TEKPRO INC.	*	180.00	180.00	000646
10/03/24	00027	10/02/24	4565	202410	320	53800	46200		TRULY TAILORED LANDSCAPING LLC	*	15,950.00	15,950.00	000647
10/03/24	00034	7/30/24	1100071	202407	330	53800	60000		WATTS COOLING HEATING & PLUMBING	*	375.00	375.00	000648
10/21/24	00035	8/15/24	1520	202410	310	51300	45000		FLORIDA MUNICIPAL INSURANCE TRUST	*	5,781.00	5,781.00	000649
10/21/24	00046	8/14/24	15295-2	202410	330	53800	49600		FURNITURE LEISURE INC	*	1,610.02	1,610.02	000650
10/21/24	00039	10/14/24	10462	202409	310	51300	31500		KILINSKI VAN WYK, PLLC	*	2,071.50	2,071.50	000651
10/21/24	00049	8/29/24	59502717	202408	330	53800	45505		SCP DISTRIBUTERS LLC	*	253.00	253.00	000652

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/21/24	00050	10/15/24 4219	202410 320-53800-60000	HURRICANE FENCE REPAIR	*	1,800.00	
				STILLWATER CONSTRUCTION, LLC			1,800.00 000653
10/21/24	00029	10/17/24 7727	202410 330-53800-34500	CLUB HOUSE KEY FOBS	*	1,590.00	
				TEKPRO INC.			1,590.00 000654
TOTAL FOR BANK A						32,573.90	
TOTAL FOR REGISTER						32,573.90	

CANO CANOPY CDD SRICE

2.



Canopy
Community Development District

Unaudited Financial Reporting
October 31, 2024



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6	<u>Debt Service Statement Series 2018 A4</u>
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8-9	<u>Month to Month</u>
10	<u>Long Term Debt</u>
11	<u>Assessment Receipts Schedule</u>

Canopy
Community Development District
Balance Sheet
October 31, 2024

Governmental Fund Types

	<u>General Fund</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals</u> <i>(memorandum only)</i>
<u>Assets</u>				
Cash				
Operating	\$61,999	---	---	\$61,999
Capital Projects	---	---	\$285	\$285
Welaunee	---	---	\$512	\$512
Assessment Receivable	---	---	---	\$0
Due from Developer	---	---	---	\$0
Due from General Fund	---	\$0	---	\$0
Due from Other	---	---	---	\$0
Investments:				
<u>Series 2018 A1 & A2:</u>				
Reserve A1	---	\$82,103	---	\$82,103
Revenue A1	---	\$81,297	---	\$81,297
Revenue A2	---	\$141,032	---	\$141,032
Interest A2	---	---	---	\$0
Prepayment A2	---	\$87	---	\$87
Acquisition & Construction	---	---	\$7,554	\$7,554
<u>Series 2018 A3:</u>				
Reserve	---	\$104,688	---	\$104,688
Revenue	---	\$68,172	---	\$68,172
Interest	---	---	---	\$0
Acquisition & Construction	---	---	\$9,524	\$9,524
<u>Series 2018 A4:</u>				
Reserve	---	\$32,714	---	\$32,714
Revenue	---	\$66,296	---	\$66,296
Acquisition & Construction	---	---	\$6,875	\$6,875
Prepaid Expenses	\$0	---	---	\$0
Total Assets	\$61,999	\$576,390	\$24,750	\$663,139
<u>Liabilities</u>				
Accounts Payable	\$8,648	---	---	\$8,648
Due to Debt Service	---	---	---	\$0
<u>Fund Equity</u>				
Fund Balances				
Unassigned	\$53,351	---	---	\$53,351
Nonspendable- Prepaid	\$0	---	---	\$0
Restricted for Capital Projects	---	---	\$24,750	\$24,750
Restricted for Debt Service	---	\$576,390	---	\$576,390
Total Liabilities, Fund Equity, Other	\$61,999	\$576,390	\$24,750	\$663,139

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending October 31, 2024

	Adopted Budget	Prorated Budget 10/31/24	Actuals 10/31/24	Variance
Revenues				
Maintenance Assessments- Tax Roll	\$ 343,947	\$ -	\$ -	\$ -
Maintenance Assessments- Direct Bills(Premier)	\$ 58,342	\$ 4,862	\$ -	\$ (4,862)
Maintenance Assessments- Direct Bills(Ox Botto	\$ 87,460	\$ 7,288	\$ -	\$ (7,288)
Developer Contributions	\$ 213,336	\$ -	\$ -	\$ -
Miscellaneous Income (Rentals)	\$ 1,000	\$ 83	\$ -	\$ (83)
Total Revenue	\$ 704,085	\$ 12,234	\$ -	\$ (12,234)
Expenditures				
<u>Administrative</u>				
Supervisor Fees	\$ 2,000	\$ 167	\$ -	\$ 167
FICA	\$ 153	\$ 13	\$ -	\$ 13
Engineering	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 8,480	\$ 707	\$ 707	\$ (0)
Amortization Schedule	\$ 2,000	\$ 2,000	\$ -	\$ 2,000
Attorney	\$ 35,000	\$ -	\$ -	\$ -
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 10,000	\$ 10,000	\$ 759	\$ 9,241
Management Fees	\$ 43,358	\$ 3,613	\$ 3,613	\$ 0
Information Technology	\$ 4,157	\$ 346	\$ 346	\$ (0)
Travel	\$ 50	\$ 4	\$ -	\$ 4
Telephone	\$ 250	\$ 21	\$ -	\$ 21
Postage	\$ 1,000	\$ 83	\$ 36	\$ 47
Printing & Binding	\$ 1,500	\$ 125	\$ 15	\$ 110
Insurance-Liability	\$ 6,500	\$ 6,500	\$ 5,781	\$ 719
Legal Advertising	\$ 2,500	\$ 208	\$ 311	\$ (102)
Other Current Charges	\$ 3,000	\$ 250	\$ 41	\$ 209
Office Supplies	\$ 750	\$ 63	\$ 0	\$ 62
Dues, License, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administration Subtotal	\$ 140,823	\$ 27,595	\$ 14,284	\$ 13,311
<u>Common Area Maintenance:</u>				
Field Services	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Porter Services	\$ 6,000	\$ 500	\$ -	\$ 500
Landscape Maintenance	\$ 185,000	\$ 15,417	\$ 15,950	\$ (533)
Landscape Contingency	\$ 17,500	\$ 1,458	\$ -	\$ 1,458
Plant Replacement	\$ 7,500	\$ 625	\$ -	\$ 625
Irrigation - Repairs	\$ 5,000	\$ 417	\$ -	\$ 417
Irrigation - Water	\$ 10,000	\$ 833	\$ -	\$ 833
Irrigation - Electric	\$ 2,500	\$ 208	\$ -	\$ 208
Wetland Mitigation and Monitoring	\$ 5,000	\$ 417	\$ -	\$ 417
Lake Maintenance	\$ 7,500	\$ 625	\$ -	\$ 625
Dove Pond Dam Surety Bond	\$ 10,000	\$ 833	\$ -	\$ 833
Repairs and Maintenance	\$ 12,500	\$ 1,042	\$ 2,125	\$ (1,083)
Operating Supplies	\$ 1,250	\$ 104	\$ -	\$ 104
Total Common Area Maintenance	\$ 281,750	\$ 23,479	\$ 18,075	\$ 5,404

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending October 31, 2024

	Adopted Budget	Prorated Budget 10/31/24	Actuals 10/31/24	Variance
<i>Amenity Center:</i>				
Amenity Management Staffing	\$ 35,000	\$ 2,917	\$ -	\$ 2,917
Janitorial	\$ 15,000	\$ 1,250	\$ 750	\$ 500
Landscape Maintenance	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Pool Maintenance	\$ 31,500	\$ 2,625	\$ 2,300	\$ 325
Pool Chemicals	\$ 7,500	\$ 625	\$ -	\$ 625
Pool Permits	\$ 750	\$ 63	\$ -	\$ 63
Utilities	\$ 39,500	\$ 3,292	\$ 2,739	\$ 553
Trash	\$ 2,400	\$ 200	\$ 33	\$ 167
Pest Control	\$ 1,200	\$ 100	\$ -	\$ 100
Termite Bond	\$ 750	\$ 63	\$ -	\$ 63
Insurance - Property	\$ 15,500	\$ 15,500	\$ 12,590	\$ 2,910
Cable/Internet	\$ 7,500	\$ 625	\$ 318	\$ 307
Access Cards	\$ 2,500	\$ 208	\$ -	\$ 208
Activities	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Security/Alarms/Repair	\$ 15,000	\$ 1,250	\$ 1,770	\$ (520)
Repairs and Maintenance	\$ 15,000	\$ 1,250	\$ 195	\$ 1,055
Office Supplies	\$ 2,000	\$ 167	\$ -	\$ 167
Holiday Decorations	\$ 5,000	\$ 417	\$ -	\$ 417
Total Amenity Center	\$ 223,100	\$ 32,800	\$ 20,695	\$ 12,105
<i>Other</i>				
Contingency	\$ 18,412	\$ 1,534	\$ 1,610	\$ (76)
Capital Reserve	\$ 40,000	\$ 3,333	\$ -	\$ 3,333
Total Other	\$ 58,412	\$ 4,868	\$ 1,610	\$ 3,258
Total Expenditures	\$ 704,085	\$ 83,875	\$ 54,664	\$ 30,821
Excess Revenues/ (Expenditures)	\$ 0		\$ (54,664)	
Beginning Fund Balance	\$ -		\$ 108,015	
Ending Fund Balance	\$ 0		\$ 53,351	

Canopy

Community Development District

Debt Service Fund Series 2018 A-1 & A-2

Statement of Revenues & Expenditures

For the Period Ending October 31, 2024

	Adopted Budget	Prorated Budget 10/31/24	Actual 10/31/24	Variance
Revenues				
Special Assessments- Tax Roll	\$ 94,279	\$ -	\$ -	\$ -
Special Assessments- Direct A1	\$ 70,029	\$ -	\$ -	\$ -
Special Assessments- Direct A2	\$ 182,000	\$ -	\$ -	\$ -
Special Assessments- Prepayments	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 2,000	\$ 167	\$ 960	\$ 793
Total Revenues	\$ 348,308	\$ 167	\$ 960	\$ 793
Expenditures				
Interfund Transfer Out	\$ 600	\$ 50	\$ 340	\$ (290)
<u>Series 2018A-1</u>				
Interest-11/1	\$ 63,071	\$ -	\$ -	\$ -
Interest-5/1	\$ 63,071	\$ -	\$ -	\$ -
Principal-5/1	\$ 35,000	\$ -	\$ -	\$ -
<u>Series 2018A-2</u>				
Interest-11/1	\$ 70,418	\$ -	\$ -	\$ -
Interest-2/1	\$ -	\$ -	\$ -	\$ -
Special Call-2/1	\$ -	\$ -	\$ -	\$ -
Interest-5/1	\$ 70,418	\$ -	\$ -	\$ -
Principal-5/1	\$ 40,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 341,978	\$ -	\$ 340	\$ (290)
Excess Revenues/(Expenditures)	\$ 6,330		\$ 620	
Beginning Fund Balance	\$ 228,988		\$ 303,900	
Ending Fund Balance	\$ 235,318		\$ 304,520	

Due from Gf	\$ -
Reserve A1	\$ 82,103
Revenue A1	\$ 81,297
Revenue A2	\$ 141,032
Interest A2	----
Prepayment A2	\$ 87
Total	\$ 304,520

Canopy

Community Development District

Debt Service Fund Series 2018 A-3
Statement of Revenues & Expenditures
For the Period Ending October 31, 2024

	Adopted Budget	Prorated Budget 10/31/24	Actual 10/31/24	Variance
Revenues				
Special Assessments- Tax Roll	\$ 106,997	\$ -	\$ -	\$ -
Special Assessments- Direct Bills	\$ 102,378	\$ -	\$ -	\$ -
Interest Income	\$ 3,500	\$ 292	\$ 653	\$ 362
Total Revenues	\$ 212,875	\$ 292	\$ 653	\$ 362
Expenditures				
Interfund Transfer Out	\$ 750	\$ 63	\$ 433	\$ (371)
<u>Series 2018A-3</u>				
Interest-11/1	\$ 81,875	\$ -	\$ -	\$ -
Interest-5/1	\$ 81,875	\$ -	\$ -	\$ -
Principal-5/1	\$ 45,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 209,500	\$ 63	\$ 433	\$ (371)
Excess Revenues/(Expenditures)	\$ 3,375		\$ 220	
Beginning Fund Balance	\$ 119,669		\$ 172,639	
Ending Fund Balance	\$ 123,044		\$ 172,859	

Due from GF	\$ -
Reserve	\$ 104,688
Revenue	\$ 68,172
Interest	----
Total	\$ 172,859

Canopy

Community Development District

Debt Service Fund Series 2018 A-4
Statement of Revenues & Expenditures
For the Period Ending October 31, 2024

	Adopted Budget	Prorated Budget 10/31/24	Actual 10/31/24	Variance
<u>Revenues</u>				
Special Assessments- Tax Roll	\$ 65,612	\$ -	\$ -	\$ -
Interest Income	\$ 500	\$ 42	\$ 407	\$ 365
Total Revenues	\$ 66,112	\$ 42	\$ 407	\$ 365
<u>Expenditures</u>				
Interfund Transfer Out	\$ 250	\$ 21	\$ 135	\$ (114)
<u>Series 2018A-4</u>				
Interest-11/1	\$ 22,648	\$ -	\$ -	\$ -
Interest-5/1	\$ 22,648	\$ -	\$ -	\$ -
Principal-5/1	\$ 20,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 65,546	\$ 21	\$ 135	\$ (114)
Excess Revenues/(Expenditures)	\$ 566		\$ 272	
Beginning Fund Balance	\$ 66,051		\$ 98,739	
Ending Fund Balance	\$ 66,617		\$ 99,011	

Due from General	\$ -
Reserve	\$ 32,714
Revenue	\$ 66,296
Total	\$ 99,011

Canopy
Community Development District
 Capital Projects Fund
 Statement of Revenues & Expenditures
 For the Period Ending October 31, 2024

	Series 2018 A-1 & A-2	Series 2018 A-3	Series 2018 A-4	Capital Projects	Welaunee
<u>Revenues</u>					
Interest Income	\$30	\$37	\$28	\$0	\$0
Developer Contributions	\$0	\$0	\$0	\$0	\$0
Interfund Transfer In	\$340	\$433	\$135	\$0	\$0
Total Revenues	\$369	\$470	\$163	\$0	\$0
<u>Expenditures</u>					
Capital Outlay- Construction	\$0	\$0	\$0	\$0	\$0
Capital Outlay- General	\$0	\$0	\$0	\$0	\$0
Capital Outlay-3A	\$0	\$0	\$0	\$0	\$0
Capital Outlay-3B	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$40	\$40
Total Expenditures	\$0	\$0	\$0	\$40	\$40
<u>Other Sources/(Uses)</u>					
Transfer In/Out	\$0	\$0	\$0	\$0	\$0
Total Other Sources/ (Uses)	\$0	\$0	\$0	\$0	\$0
Excess Revenues/(Expenditures)	\$369	\$470	\$163	(\$40)	(\$40)
Beginning Fund Balance	\$7,185	\$9,054	\$6,712	\$325	\$552
Ending Fund Balance	\$7,554	\$9,524	\$6,875	\$285	\$512

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		\$82,103
RESERVE FUND BALANCE		\$82,103
BONDS OUTSTANDING - 11/08/18		\$2,225,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$25,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,070,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		6.150%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	NOT SECURED - N/A	
RESERVE FUND REQUIREMENT		\$0
RESERVE FUND BALANCE		\$0
BONDS OUTSTANDING - 11/08/18		\$5,480,000
LESS: SPECIAL CALL - 05/01/19		(\$110,000)
LESS: SPECIAL CALL - 08/01/19		(\$305,000)
LESS: SPECIAL CALL - 11/01/19		(\$405,000)
LESS: SPECIAL CALL - 02/01/20		(\$60,000)
LESS: SPECIAL CALL - 05/01/20		(\$10,000)
LESS: SPECIAL CALL - 08/01/20		(\$75,000)
LESS: SPECIAL CALL - 02/01/21		(\$30,000)
LESS: SPECIAL CALL - 05/01/21		(\$30,000)
LESS: SPECIAL CALL - 08/01/21		(\$265,000)
LESS: SPECIAL CALL - 11/01/21		(\$55,000)
LESS: SPECIAL CALL - 02/01/22		(\$170,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$55,000)
LESS: SPECIAL CALL - 05/01/22		(\$185,000)
LESS: SPECIAL CALL - 08/01/22		(\$240,000)
LESS: SPECIAL CALL - 11/01/22		(\$165,000)
LESS: SPECIAL CALL - 02/01/23		(\$145,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$45,000)
LESS: SPECIAL CALL - 05/01/23		(\$785,000)
LESS: SPECIAL CALL - 02/01/24		(\$10,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,300,000

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		6.250%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT		\$104,688
RESERVE FUND BALANCE		\$104,688
BONDS OUTSTANDING - 11/08/18		\$2,735,000
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$40,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$40,000)
CURRENT BONDS OUTSTANDING		\$2,620,000

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		5.000%, 5.150%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT		\$32,714
RESERVE FUND BALANCE		\$32,714
BONDS OUTSTANDING - 11/08/18		\$965,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$15,000)
CURRENT BONDS OUTSTANDING		\$890,000

Canopy
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments \$ 377,241.48 \$ 96,789.75 \$ 140,476.50 \$ 65,612.00 \$ 680,119.73
 Net Assessments \$ 350,834.58 \$ 90,014.47 \$ 130,643.15 \$ 61,019.16 \$ 632,511.33

ON ROLL ASSESSMENTS

55.47% 14.23% 20.65% 9.65% 100.00%

Date	Distribution	Gross Amount	Commissions	Interest	Net Receipts	O&M Portion	2018A-1 Debt	2018A-3 Debt	2018A-4 Debt	Total
							Service Portion	Service Portion	Service Portion	
11/14/24	ACH	\$6,423.29	(\$192.70)	\$0.00	\$6,230.59	\$3,455.92	\$886.69	\$1,286.91	\$601.07	\$6,230.59
11/20/24	ACH	\$20,077.40	(\$602.32)	\$0.00	\$19,475.08	\$10,802.23	\$2,771.55	\$4,022.51	\$1,878.79	\$19,475.08
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$ 26,500.69	\$ (795.02)	\$ -	\$ 25,705.67	\$ 14,258.15	\$ 3,658.24	\$ 5,309.42	\$ 2,479.86	\$ 25,705.67

4% Net Percent Collected

DIRECT BILL ASSESSMENTS

Premier Investment Fund, LLC					
2024-01		Net Assessment: \$58,341.96			\$58,341.96
Date Received	Due Date	Net Assessed	Amount Received	General Fund	
	10/1/24	\$4,861.83	\$0.00	\$4,861.83	
	11/1/24	\$4,861.83	\$0.00	\$4,861.83	
	12/1/24	\$4,861.83	\$0.00	\$4,861.83	
	1/1/25	\$4,861.83	\$0.00	\$4,861.83	
	2/1/25	\$4,861.83	\$0.00	\$4,861.83	
	3/1/25	\$4,861.83	\$0.00	\$4,861.83	
	4/1/25	\$4,861.83	\$0.00	\$4,861.83	
	5/1/25	\$4,861.83	\$0.00	\$4,861.83	
	6/1/25	\$4,861.83	\$0.00	\$4,861.83	
	7/1/25	\$4,861.83	\$0.00	\$4,861.83	
	8/1/25	\$4,861.83	\$0.00	\$4,861.83	
	9/1/25	\$4,861.83	\$0.00	\$4,861.83	
		\$ 58,341.96	\$ -	\$ 58,341.96	

Ox Bottom Mortgage Holdings, LLC					
2024-01		Net Assessment: \$87,460.00			\$87,460.00
Date Received	Due Date	Net Assessed	Amount Received	General Fund	
11/15/24	10/1/24	\$7,288.33	\$7,288.33	\$7,288.33	
11/15/24	11/1/24	\$7,288.33	\$7,288.33	\$7,288.33	
	12/1/24	\$7,288.33	\$0.00	\$7,288.33	
	1/1/25	\$7,288.33	\$0.00	\$7,288.33	
	2/1/25	\$7,288.33	\$0.00	\$7,288.33	
	3/1/25	\$7,288.33	\$0.00	\$7,288.33	
	4/1/25	\$7,288.33	\$0.00	\$7,288.33	
	5/1/25	\$7,288.33	\$0.00	\$7,288.33	
	6/1/25	\$7,288.33	\$0.00	\$7,288.33	
	7/1/25	\$7,288.33	\$0.00	\$7,288.33	
	8/1/25	\$7,288.33	\$0.00	\$7,288.33	
	9/1/25	\$7,288.33	\$0.00	\$7,288.33	
		\$ 87,459.96	\$ 14,576.66	\$ 87,459.96	

Ox Bottom Mortgage Holdings, LLC					
2024-02		Net Assessment: \$67,518.25			\$67,518.25
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-1 Debt Service Fund	
	4/1/25	\$33,759.13	\$0.00	\$33,759.13	
	9/1/25	\$33,759.13	\$0.00	\$33,759.13	
		\$ 67,518.25	\$ -	\$ 67,518.25	

Ox Bottom Mortgage Holdings, LLC					
2024-03		Net Assessment: \$182,000.00			\$182,000.00
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-2 Debt Service Fund	
	4/1/25	\$91,000.00	\$0.00	\$91,000.00	
	9/1/25	\$91,000.00	\$0.00	\$91,000.00	
		\$ 182,000.00	\$ -	\$ 182,000.00	

Premier Investment Fund, LLC					
2024-04		Net Assessment: \$68,843.25			\$68,843.25
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-3 Debt Service Fund	
	4/1/25	\$68,843.25	\$0.00	\$68,843.25	
		\$ 68,843.25	\$ -	\$ 68,843.25	