

CANOE CREEK RESERVE

**COMMUNITY DEVELOPMENT
DISTRICT**

BOARD OF SUPERVISORS

July 23, 2025

**PUBLIC HEARING AND
REGULAR MEETING
AGENDA**

CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Canoe Creek Reserve Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

July 16, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Canoe Creek Reserve Community Development District

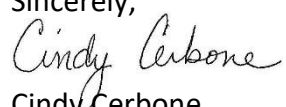
Dear Board Members:

The Board of Supervisors of the Canoe Creek Reserve Community Development District will hold a Public Hearing and Regular Meeting on July 23, 2025 at 3:00 p.m., at KPM Franklin, 222 Church Street, Kissimmee, Florida 34741. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Steve Feccia [Seat 3] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Fiscal Year 2026 Funding Agreement

7. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
 8. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
 9. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
 10. Acceptance of Unaudited Financial Statements as of June 30, 2025
 11. Approval of May 1, 2025 Regular Meeting Minutes
 12. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *KPM Franklin*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training
 - Hard Copy Agendas vs Tablets
 - NEXT MEETING DATE: TBD
- QUORUM CHECK
- | | | | | |
|--------|---------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | STEVE McCONN | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 2 | CASEY DARE | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 3 | STEVE FECCIA | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 4 | SUSAN KANE | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 5 | TYLER HARDING | ☐ IN PERSON | ☐ PHONE | ☐ NO |
13. Board Members' Comments/Requests
 14. Public Comments
 15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

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**CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Canoe Creek Reserve Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Canoe Creek Reserve Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective May 1, 2025:

Steve McConn is elected Chair

Susan Kane is elected Vice Chair

Tyler Harding is elected Assistant Secretary

Casey Dare is elected Assistant Secretary

Steve Feccia is elected Assistant Secretary

Chris Conti is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 1, 2025:

Aaron Reid Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

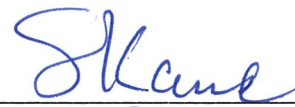
PASSED AND ADOPTED THIS 1ST DAY OF MAY, 2025.

ATTEST:

**CANOE CREEK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chair/Vice Chair, Board of Supervisors

CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT

5A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jul. 3, 2025

Jul. 10, 2025

Notice ID: oWi0cVpwplo5q5xNqAdB

Notice Name: CANOE CREEK CDD*FY26 Budget Hearing

PUBLICATION FEE: \$173.84

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Anjana Bhadoriya

Agent

VERIFICATION

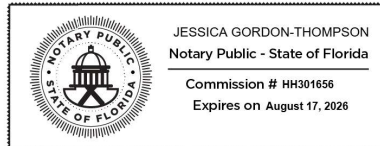
State of Florida
County of Orange

Signed or attested before me on this: 07/11/2025

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.



**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND
NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING**

The Board of Supervisors ("Board") of the Canoe Creek Reserve Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 23, 2025
TIME: 3:00 PM
LOCATION: KPM Franklin
222 Church Street
Kissimmee, Florida 34741

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget").

A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: 1 (877) 276-0689 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://canoeccreekreservecdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

July 3, 10, 2025 District Manager

CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2025-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors ("**Board**") of the Canoe Creek Reserve Community Development District ("**District**") proposed a budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2026**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Canoe Creek Reserve Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$100,290 to be raised by developer funding agreement, the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$100,290
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SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026 or within 60 days following the end of the Fiscal Year 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF JULY, 2025.

ATTEST:

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026

Exhibit A: Adopted Budget for Fiscal Year 2026

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
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Definitions of General Fund Expenditures	2

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 98,790	\$ 17,954	\$ 49,929	\$ 67,883	\$ 100,290
Total revenues	98,790	17,954	49,929	67,883	100,290
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	10,000	14,000	24,000	48,000
Legal	25,000	546	24,454	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	-	-	500
Dissemination agent*	2,000	-	-	-	2,000
Trustee*	5,500	-	-	-	5,500
Telephone	200	83	117	200	200
Postage	500	10	490	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	6,000
Contingencies/bank charges	750	332	1,000	1,332	1,750
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total expenditures	98,790	18,034	49,813	67,847	100,290
Excess/(deficiency) of revenues over/(under) expenditures	-	(80)	80	36	-
Fund balance - beginning (unaudited)	-	(36)	(116)	(36)	-
Fund balance - ending (projected)	-	(116)	(36)	-	-
Unassigned	-	(116)	(36)	-	-
Fund balance - ending	\$ -	\$ (116)	\$ (36)	\$ -	\$ -

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	5,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	6,000
Contingencies/bank charges	1,750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 100,290</u></u>

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

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CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 1st day of October 2025, by and between:

CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (“**District**”), and

KB HOME ORLANDO LLC, a Delaware limited liability company and a landowner in the District (“**Developer**”) with an address of 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2025/2026 Budget**”); and

WHEREAS, this Fiscal Year 2025/2026 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025/2026 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) business days of written request by the District. Amendments to the Fiscal Year 2025/2026 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2025/2026 Budget" in the public records of Osceola County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in their sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025/2026 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth

in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, including monetary damages, temporary and permanent injunctive relief, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**CANOE CREEK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

KB HOME ORLANDO LLC

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2025/2026 Budget

Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 1, SECTION 2, SECTION 11, AND SECTION 12, TOWNSHIP 27 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 2 MARKED BY A 2" IRON PIPE "NO IDENTIFICATION"; THENCE, ALONG THE WEST LINE OF SAID SECTION 2, NORTH 0° 04' 38" WEST, 1,002.84 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID WEST LINE OF SECTION 2, NORTH 89° 55' 22" EAST, 19.98 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 04' 38" WEST, 1,298.97 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 89° 54' 46" EAST, 642.65 FEET; THENCE, SOUTH 0° 04' 38" EAST, 163.33 FEET; THENCE, SOUTH 89° 54' 46" EAST, 677.65 FEET; THENCE, NORTH 0° 04' 38" WEST, 490.15 FEET; THENCE, NORTH 89° 52' 11" EAST, 1285.28 FEET; THENCE, SOUTH 0° 01' 06" WEST, 642.88 FEET; THENCE, NORTH 89° 50' 19" EAST, 681.03 FEET, TO A 3/4" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 0° 03' 42" WEST, 330.07 FEET, TO A 3/4" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 0° 02' 30" EAST, 329.46 FEET, TO A 5/8" IRON ROD "NO IDENTIFICATION"; THENCE, NORTH 89° 54' 42" EAST, 321.70 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 0° 03' 55" WEST, 620.70 FEET, TO A POINT SITUATE ON THE NORTH RIGHT-OF-WAY OF FANNY BASS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89° 26' 48" EAST, 607.29 FEET, TO A POINT OF CURVATURE; THENCE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 150.24 FEET, A CENTRAL ANGLE OF 32° 05' 02" AND AN ARC LENGTH OF 84.13 FEET (CHORD: NORTH 74° 30' 41" EAST, 83.04'), TO A POINT OF NON-TANGENCY; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY, SOUTH 32° 24' 43" EAST, 50.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605" SITUATE ON THE SOUTHEAST RIGHT-OF-WAY OF SAID FANNY BASS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID SOUTHEAST RIGHT-OF-WAY, NORTH 57° 35' 17" EAST, 338.67 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID SOUTHEAST RIGHT-OF-WAY, SOUTH 0° 06' 40" WEST, 522.05 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, NORTH 89° 49' 41" EAST, 640.40 FEET, TO 5/8" IRON ROD "NO IDENTIFICATION", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF FANNY BASS LANE (40' WIDE RIGHT-OF-WAY, PER PLAT BOOK B, PAGE 35); THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 0° 07' 13" WEST, 248.02 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 89° 51' 59" EAST, 40.24 FEET, TO A POINT SITUATE ON THE EAST RIGHT-OF-WAY LINE OF SAID FANNY BASS LANE (40' WIDE RIGHT-OF-WAY, PER PLAT BOOK B, PAGE 35); THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0° 07' 13" EAST, 578.05 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89° 42' 40" EAST, 715.32 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, SOUTH 89° 49' 01" EAST, 1,021.30 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 523 (ALSO KNOWN AS CANOE CREEK ROAD) (100' WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 9252-250); THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10° 41' 46" EAST, 584.23 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605" AND POINT OF NON-TANGENT CURVE; THENCE, CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,475.25 FEET, A DELTA ANGLE OF 2° 24' 49" AND AN ARC LENGTH OF 104.27 FEET (CHORD: SOUTH 12° 06' 01" EAST, 104.27 FEET), TO A 5/8" IRON ROD AND CAP "LB 6605" SITUATE ON A NON-TANGENT LINE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89° 51' 59" WEST, 1,908.20 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, SOUTH 0° 15' 43" EAST, 310.00 FEET; THENCE, SOUTH 89° 49' 41" WEST, 283.75 FEET, TO A POINT SITUATE ON THE EAST RIGHT-OF-WAY LINE OF FANNY BASS LANE (50' WIDE RIGHT-OF-WAY PER OFFICAL RECORDS BOOK 933, PAGE 1714); THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0° 21' 25" WEST, 310.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89° 49' 40" WEST, 50.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF FANNY BASS LANE (50' WIDE RIGHT-OF-WAY PER OFFICAL RECORDS BOOK 933, PAGE 1714);

THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 0° 21' 25" EAST, 639.63 FEET, TO A 1/2" IRON PIPE AND CAP "LB 25.03"; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89° 54' 36" WEST, 306.93 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 15' 51" WEST, 639.19 FEET, TO A 5/8" IRON ROD "NO IDENTIFICATION"; THENCE, SOUTH 89° 48' 55" WEST, 389.69 FEET; THENCE, SOUTH 12° 41' 25" EAST, 992.89 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, NORTH 89° 49' 40" EAST, 176.04 FEET, TO A 5/8" IRON ROD AND CAP "LB6605"; THENCE, SOUTH 0° 15' 51" EAST, 661.53 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89° 29' 09" WEST, 640.49 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, NORTH 00° 15' 51" WEST, 333.57 FEET; THENCE, SOUTH 89° 49' 35" WEST, 1323.85 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 14' 43" WEST, 960.82 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 89° 29' 15" WEST, 17.50 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 44° 18' 17" WEST, 485.46 FEET, TO A 1" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 89° 37' 28" WEST, 322.70 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 0° 14' 59" EAST, 656.89 FEET; THENCE, SOUTH 89° 51' 27" WEST, 677.75 FEET; THENCE, SOUTH 0° 15' 14" EAST, 162.51 FEET; THENCE, NORTH 89° 51' 19" EAST, 677.73 FEET; THENCE, SOUTH 0° 14' 59" EAST, 162.48 FEET; THENCE, SOUTH 89° 51' 11" WEST, 677.72 FEET; THENCE, SOUTH 0° 15' 14" EAST, 325.00 FEET; THENCE, SOUTH 89° 53' 35" WEST, 1285.32 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 09' 45" WEST, 1319.47 FEET; THENCE, SOUTH 89° 47' 58" WEST, 19.87 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING ±353.5 ACRES OR 15,400,267 SQUARE FEET, MORE OR LESS

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Canoe Creek Reserve Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT:**

1. ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 23rd day of July, 2025.

ATTEST:

**CANOE CREEK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>KPM Franklin, 222 Church Street, Kissimmee, Florida 34741</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	3:00 PM
November 26, 2025	Regular Meeting	3:00 PM
December 24, 2025	Regular Meeting	3:00 PM
January 28, 2026	Regular Meeting	3:00 PM
February 25, 2026	Regular Meeting	3:00 PM
March 25, 2026	Regular Meeting	3:00 PM
April 22, 2026	Regular Meeting	3:00 PM
May 27, 2026	Regular Meeting	3:00 PM
June 24, 2026	Regular Meeting	3:00 PM
July 22, 2026	Regular Meeting	3:00 PM
August 26, 2026	Regular Meeting	3:00 PM
September 23, 2026	Regular Meeting	3:00 PM

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-05

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Canoe Creek Reserve Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at:

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

SECTION 1. The District’s local records office shall be located at:

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**CANOE CREEK RESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CANOE CREEK RESERVE

COMMUNITY DEVELOPMENT DISTRICT

9

**Canoe Creek Reserve Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of **three** board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: July 23, 2025

Print Name: _____

Canoe Creek Reserve Community Development District

District Manager: _____

Date: July 23, 2025

Print Name: Cindy Cerbone

Canoe Creek Reserve Community Development District

CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 11,832	\$ -	\$ 11,832
Total assets	<u>11,832</u>	<u>-</u>	<u>11,832</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 2,685	\$ -	\$ 2,685
Due to Landowner	-	19,846	19,846
Landowner advance	9,050	-	9,050
Total liabilities	<u>11,735</u>	<u>19,846</u>	<u>31,581</u>
Fund balances:			
Restricted for:			
Debt service	-	(19,846)	(19,846)
Unassigned	97	-	97
Total fund balances	<u>97</u>	<u>(19,846)</u>	<u>(19,749)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 11,832</u>	<u>\$ -</u>	<u>\$ 11,832</u>

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,766	\$ 28,625	\$ 98,790	29%
Total revenues	<u>2,766</u>	<u>28,625</u>	<u>98,790</u>	29%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	18,000	48,000	38%
Legal	627	2,287	25,000	9%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	-	37	500	7%
Printing & binding	42	375	500	75%
Legal advertising	-	135	1,750	8%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	81	653	750	87%
Website hosting & maintenance	-	1,680	705	238%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>2,767</u>	<u>28,492</u>	<u>98,790</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	(1)	133	-	
Fund balances - beginning	98	(36)	-	
Fund balances - ending	<u>\$ 97</u>	<u>\$ 97</u>	<u>\$ -</u>	

**CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>4,308</u>
Total debt service	<u>-</u>	<u>4,308</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(4,308)
Fund balances - beginning	<u>(19,846)</u>	<u>(15,538)</u>
Fund balances - ending	<u><u>\$ (19,846)</u></u>	<u><u>\$ (19,846)</u></u>

CANOE CREEK RESERVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
CANOE CREEK RESERVE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Canoe Creek Reserve Community Development District held a Regular Meeting on May 1, 2025 at 11:30 a.m., at KPM Franklin, 222 Church Street, Kissimmee, Florida 34741.

Present:

Susan Kane	Vice Chair
Casey Dare	Assistant Secretary
Tyler Harding	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates, LLC (WHA)
Jennifer Kilinski (via telephone)	District Counsel
Stephen Reisner (via telephone)	Kilinski Van Wyk

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Conti called the meeting to order at 11:31 a.m. Supervisors Kane, Harding and Dare were present. Supervisors Reid and McConn were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Aaron Reid
[Seat 3]**

On MOTION by Mr. Dare and seconded by Ms. Kane, with all in favor, the resignation of Mr. Aaron Reid from Seat 3, was approved.

FOURTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 3; Term Expires November
2026**

Mr. Dare nominated Mr. Steve Feccia to fill Seat 3. No other nominations were made.

On MOTION by Mr. Dare and seconded by Ms. Kane, with all in favor, the appointment of Mr. Steve Feccia to Seat 3, was approved.

- **Administration of Oath of Office (the following to be provided under separate cover)**
The Oath of Office will be administered to Mr. Feccia at or before the next meeting.
- A. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
- B. Membership, Obligation and Responsibilities**
- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Conti presented Resolution 2025-01. Mr. Harding nominated the following:

Steve McConn	Chair
Susan Kane	Vice Chair
Tyler Harding	Assistant Secretary
Casey Dare	Assistant Secretary
Steve Feccia	Assistant Secretary
Chris Conti	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Aaron Reid	Assistant Secretary
------------	---------------------

The following prior appointments by the Board remain unchanged by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. McConn and seconded by Ms. Kane, with all in favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2026 and Setting Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Conti presented Resolution 2025-02. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. This will be a Landowner contribution budget, with expenses funded as they are incurred.

On MOTION by Ms. Kane and seconded by Mr. Harding, with all in favor, Resolution 2025-02, Approving a Proposed Budget for Fiscal Year 2026 and Setting Public Hearing Thereon Pursuant to Florida Law for July 23, 2025 at 2:00 p.m., at KPM Franklin, 222 Church Street, Kissimmee, Florida 34741; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2024/2025 and Providing for an Effective Date

This item was not considered and will be removed from future agendas.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of

Supervisors of the District for Fiscal Year
2025/2026 and Providing for an Effective
Date

This item was deferred.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-05,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

This item was deferred.

TENTH ORDER OF BUSINESS**Ratification Items**

A. Osceola Property Appraiser Data Sharing and Usage Agreement

B. Osceola Tax Collector Agreement

On MOTION by Mr. Dare and seconded by Ms. Kane, with all in favor, the
Osceola Property Appraiser Data Sharing and Usage Agreement and the
Osceola Tax Collector Agreement, were ratified.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of March 31, 2025

On MOTION by Ms. Kane and seconded by Mr. Dare, with all in favor, the
Unaudited Financial Statements as of March 31, 2025, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of September 17, 2024 Public
Hearing and Regular Meeting Minutes

The following change was made:

Line 20: Insert "Hill" after "Mitchell"

On MOTION by Mr. Dare and seconded by Ms. Kane, with all in favor, the
Approval of September 17, 2024 Public Hearing and Regular Meeting Minutes,
as amended, were approved.

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kilinski stated that the Board will receive a Legislative Update from her firm. She reminded the Board Members to file Form 1 by the July 1, 2025 deadline and to complete the required four hours of ethics training by December 31, 2025.

B. District Engineer (Interim): KPM Franklin

- **Update: CDD Boundary**

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **Property Insurance on Vertical Assets**

Ms. Cerbone stated that this is a reminder to secure property insurance as soon as the CDD has vertical assets.

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

The next meeting will be held on July 23, 2025 at 2:00 p.m.

FOURTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Dare and seconded by Ms. Kane, with all in favor, the meeting adjourned at 11:49 a.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair