

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Wednesday March 11, 2026 at 1:04 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present and constituting a quorum were:

Jason Ghazvini	Chairman
Thomas Asbury, Jr.	Vice Chairman
Steve Durie	Supervisor
Toby Thomson	Supervisor

Also present were:

Corbin deNagy	District Manager
Jennifer Kilinski	District Counsel
Mary Grace Henley	District Counsel <i>by telephone</i>
Laura Kalinoski	Lifestyle Director
Robert Berlin	GMS
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 1:04 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

A resident stated I want to make sure we are going to discuss midge fly treatment and fish because we are just starting to see some now.

A resident asked what areas outside Canopy are slated to vote in this location? That entire day anybody can walk in and use the gym, the bathrooms. Why did we agree to have our facility shut down for as many as seven days pursuant to that agreement? This is part of the CCNRs that our amenities are based on and page 56 it says the district can discontinue any and all services whatsoever at their sole discretion. To be able to discontinue all services the likelihood is that no it wouldn't, but on the same token it shouldn't even be an option and should be struck from the document. On page 57 of the packet it refers to 90 days of rental properties and several years ago there was a meeting when this was discussed and we talked about changing the rentals to be no

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less than 6 months that Mr. Ghazvini agreed to at that time and nothing ever happened. That is still something that we brought up and discussed amending the documents. On page 55 no. 3 of the packet it talks about the usage of the fitness center and it is confusing.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of Minutes of the January 14, 2026 Meeting

B. Balance Sheet as of January 31, 2026 and Statement of Revenues & Expenditures for the Period Ending January 31, 2026

C. Allocation of Assessment Receipts

D. Check Register

Mr. deNagy stated there is one item in your check register, which is Paycheckga, LLC for \$4,727.42 and this is related to lifestyle events that we previously discussed, and we will have two board members abstaining from that vote. We want the board to approve the consent agenda item minus the Paycheckga, LLC expense and have a separate item for that item.

On MOTION by Mr. Thomson seconded by Mr. Ghazvini with all in favor the consent agenda was amended to take out the payment to Paycheckga, LLC.

On MOTION by Mr. Durie seconded by Mr. Thomson with all in favor the consent agenda items were approved with the exception of Paycheckga, LLC.

Ms. Kilinski stated Mr. Ghazvini and Mr. Asbury are officers of Paycheckga, LLC and while the amounts in your check register appear to be only pass through expenses rather than payments for staff under a management contract, in an abundance of caution we had them fill out form 8B declaring a potential conflict of interest.

On MOTION by Mr. Thomson seconded by Mr. Durie with two in favor and Mr. Ghazvini and Mr. Asbury abstaining from voting due to a possible conflict of interest, the motion passed.

Mr. deNagy stated we have someone here on the suspension of amenity privileges and I would like to amend the agenda to take that item next.

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6A. Suspension of Amenity Privileges

Mr. deNagy outlined the incident that resulted in the suspension of amenity privileges and after testimony from the resident, reimbursement to the district and discussion the board took the following action.

On MOTION by Mr. Asbury seconded by Mr. Thomson with all in favor the suspension was limited to time served.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2026-05
Requesting the Leon County Supervisor of
Elections to Conduct the District’s General
Election**

Ms. Kilinski stated under the statute every CDD in the State of Florida after six years and 250 registered voters, two seats turn over from landowner election to general election. We line that up with the general election cycle and we have arrived at that next milestone for this district, two more seats will turn to resident elector. This resolution will alert Leon County Supervisor of Elections to add two seats to the general election ballot. It also declares the qualification period and processes for each potential general elector. There will be a notice that goes out in the newspaper and the two seats that are up are seat 1 currently held by Jason Ghazvini and seat 2 currently held by David Brady. We align this with the general election otherwise the district has to pay the costs of a special election, which are significant. The CDD position will appear on the ballot along with the governor, senator and everybody else.

Mr. deNagy stated the qualification period is from noon June 8th to noon June 12th.

Ms. Kilinski stated the qualifications are you have to be a U.S. citizen, resident of the district and registered to vote in Leon County.

On MOTION by Mr. Thompson seconded by Mr. Ghazvini with all in favor Resolution 2026-05 was approved.

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FIFTH ORDER OF BUSINESS

Ratification of:

A. Polling Place Agreement with Leon County Supervisor of Elections

Mr. deNagy stated this agreement was dated June 9, 2025, this only came to my attention when the Supervisor of Elections office reached out a couple weeks ago and asked about where to send the \$200 check, which is to offset any materials cost. It was signed and should have been brought before the board. This is something the district did for the 2024 general election. We are asking the board to ratify this. A resident notified me that this polling place agreement does reference an incorrect address and I will go back to the Supervisor of Elections and get that updated to 2877 Crestline Road.

Ms. Kilinski stated we have a lot of districts across the state that are used as polling places and it is definitely up to you. You are not required to do it going forward. It would be difficult to terminate it at this point because the Supervisor of Elections was relying on the signed agreement this year based on representations allegedly by the district. We are going to handle how those things get signed going forward.

Mr. Ghazvini asked can we ask them to restrict it to this area? They don't need to access the gym or the pool and can we ask them how they are going to restrict or prevent someone from going into those spaces?

Ms. Kalinoski stated I was here for the 2024 election and when I talked to them last year I pushed them to go to the senior center but when it was here it was only this area and they had an entire staff here to make sure they supervised the area. They just come in and out of this door, there is someone at that door and they are all confined to this area.

Mr. Ghazvini stated we could propose what makes us feel comfortable and present that to them and if they are not comfortable with that and can't do it for us then they have answered the question for us that we are not the venue for them. It seems like their expectation is to be here, we can tell them there is a possibility to do that, we just need to check the boxes we want as a CDD. One of those things is making sure they can't get to the pool area, they can't get to the gym area. Maybe it is as simple as they have to provide a mechanism to rope off those areas when they are here that day or those days. Are there other things we would want to discuss with them?

Mr. Thomson stated the gym users use this bathroom and water fountain so they wouldn't be able to come in here it would be closed off to the gym people as well. There could be a disruption for the residents.

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Mr. Ghazvini stated the agreement says August 13th to the 17th and the election is the 18th and that rolls over to the 19th. Can we ask them to tighten up the window to deliver the equipment so they are not using our amenity center and taking up the space for so long? Maybe we should ask for what we want and see what their response is.

Mr. deNagy stated we are tight on time but what I think would make sense is to appoint a board member to work on some of these revisions and we can approve it outside of a meeting and if they meet all of those qualifications then it would continue to allow us to have those conversations with the Supervisor of Elections.

Mr. Kilinski stated it sounds like if the board sets a minimum that has to be met is no access to the gym, no access to the pool, a half day on either side of primary and general election, those at a minimum. You can work to expand that but I think that is your delegation to a supervisor.

Mr. Durie stated my preference as a resident is to not allow it. My opinion is to not allow this space to be used for five days for an election, it is disruptive to a paid facility. It is not a public building such as a library, school or church.

Mr. deNagy stated if you want to appoint a supervisor we can start with that approach.

Mr. Durie stated I will volunteer to take that.

On MOTION by Mr. Ghazvini seconded by Mr. Thompson with all in favor Mr. Durie was authorized to work with staff and the Supervisor of Elections to potentially get out of the Polling Place Agreement and if not come to terms that are more friendly to the CDD.

B. Temporary Amenity Policy

Mr. deNagy stated you discussed this at your last meeting and District Counsel has gone through your amenity policy and updated it on a temporary basis. One of the concerns the board had was whether you could go back to the way it was, easily, this being a temporary change to your policy. This talks specifically about guest attendance at events. This is a ratification of what you gave staff direction at the last meeting.

On MOTION by Mr. Thompson seconded by Mr. Ghazvini with all in favor the temporary amenity policy was ratified.

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SIXTH ORDER OF BUSINESS**Discussion of:****A. Suspension of Amenity Privileges**

This item taken earlier in the meeting.

Mr. deNagy stated Supervisor Thomason's time is limited here and if the board is okay, we will move up Supervisors Requests for Mr. Thomson and if he has to step out, he can get his request in.

Supervisors Requests

Mr. Thomson stated my only request was I wanted to be able to work with Corbin on the shrubs along Dempsey Mayo, working with Truly Tailored on how we want to approach trimming those. Some are very tall, some are short, some are getting too thick.

Mr. deNagy stated I talked to Truly Tailored and their understanding was to just let them grow.

There are some areas where it is level with the fence, some are several feet higher than someone's fence.

Mr. Asbury stated the goal was to get them as tall as possible.

Mr. Ghazvini stated you want them taller because you want opacity from Dempsey Mayo. I get that you want to make it more uniform, I don't know that you want to start trimming the top because that material does create a wall. It creates opacity against eventual traffic on Dempsey Mayo.

Mr. Asbury stated you can put together some recommendations we can look at, but I don't want those hedges to disappear. They are there for a reason. I'm okay with you being a point person to point out issues that we vote on.

B. Pond Maintenance

Mr. deNagy stated this is about stormwater pond 1A and stormwater pond E and I have quotes from Lake Doctors for both ponds. I'm looking for direction on how you want to proceed. I have districts that treat every pond every month and I work with this company on other districts. I would not recommend treating on an as needed basis because algae is something that you have to attack every month. What you are seeing right now between those two ponds, the landscape crew trimmed at the waterline. I talked to them about that and told them I don't want you to do that. When you cut it down it just releases in the water and is why you are seeing this huge algae

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bloom. They only do it one time a year but I don't want them to cut aquatic vegetation. I prefer having a small buffer around the pond that helps collect trash. I'm looking for direction as to how you want to proceed because this is a recurring cost.

On MOTION by Mr. Ghazvini seconded by Mr. Thomson with all in favor staff was authorized to obtain more proposals for this work with a not to exceed amount of \$3,072 and \$1,836 for the two ponds.

C. Roof Repair

Mr. deNagy stated during one of my site inspections I noticed a missing shingle on the roof and it appears that multiple shingles have come off and I have proposals from three roofing companies to provide preventative maintenance.

On MOTION by Mr. Ghazvini seconded by Mr. Thomson with all in favor the proposal from Pro Roofing to repair the existing damage in the amount of \$760 and to provide a yearly inspection in the amount of \$350 was approved.

D. Paver Repair

Mr. deNagy stated I talked about this at your last meeting, I contacted five vendors and two vendors came out and inspected the pavers around the pool curves and provided proposals. The rest of the pool deck is still in good shape.

On MOTION by Mr. Ghazvini seconded by Mr. Thomson with all in favor the proposal from Oasis Paverscapes, LLC in the amount of \$8,035 along with a request to Oasis Paversapces, LLC for a one-year warranty was approved.

E. Holiday Lighting

Mr. deNagy stated around Christmas time I received a number of emails asking about holiday lighting at the entrance sign and I explained that the district was not in the business right now of putting up holiday decorations. It is my understanding the developer previously put up decorations and in conversations with residents and Supervisor Thomson I said I would bring that up at a future meeting. We would want to start those conversations now if this is something the

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board wanted to do. There is usually a long lead time to get these vendors on schedule well in advance. I want to see what the board wants to do.

It was the consensus to the board to have staff contact vendors for proposals to decorate the main entrance and maybe the amenity facility.

F. Lifestyle Management Services

Mr. deNagy stated I have received a number of emails from residents to talk about lifestyle management services. I talked to the chairman a couple days ago and it is a tricky situation being that Laura is an employee of Premier. Residents asked if Laura would be willing to step out of the meeting so they could have an open conversation with the board recognizing there was no legal requirement. At this time, Laura opted to step out of the meeting.

On MOTION by Mr. Ghazvini seconded by Mr. Durie with all in favor the floor was open to the residents for 10 minutes.

Residents voiced the following concerns, repeated communication breakdowns with resident led activities such as book club and mahjonn, unanswered emails, concerns with budget decisions, position created without resident input, checks and balances, lack of communication with residents, issues with consistency on timing of events, unhappy that residents had no input in the hiring of the lifestyle director, transparency expectations of lifestyle director, lack of coordination between director and residents, resident volunteer coordinators.

Mr. Thomson left the meeting during this item.

Mr. Durie stated I think we need accountability from this position, that is paid for through the CDD budget and the CDD should have input on this position.

Mr. deNagy stated we talked about this at one of the prior meetings. The goal of having the agreement that we thought was with Premier but is with Paycheckga, LLC, was to get it done and say this is what the CDD's expectations are. We had a scope of services and the idea was that the CDD understood was the services they were getting. To be clear that agreement still has not been finalized. There have been no payments for that service at this point. The only thing the district has paid for is the pass-through costs to put on the events.

Mr. Durie stated so the salary itself has not been paid by CDD funds. We allocated it in the budget but it has not been spent?

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Mr. deNagy stated there was no line item specific to lifestyle salary compensation. We have amenity staff management, which we have talked about potentially taking from that because amenity management had a not to exceed \$18,000 from that \$35,000 budget line item. The \$35,000 budget line item has been in there for a number of years for amenity staffing management. That is where Lewis Association Property Management comes through and does inspections, they are here on the weekends, that is where it is coming out of.

Mr. Durie stated then it is not just for lifestyle, it as for amenity management. I thought there was another \$10,000 for amenity management but I don't know what minutes I saw that in.

Ms. Kilinski stated that in November we had that robust discussion about scope, NTE \$18,000 for Lewis Management and this additional \$39,000 for lifestyle salary compensation where we may be able to pull some money from. Lewis was offering either an hourly rate or a not to exceed rate and the hourly rate was much cheaper. However, the District, for Laura's position, has never been billed.

Mr. Ghazvini stated the CDD has not paid any compensation to Laura. Is that correct?

Mr. deNagy stated yes.

Ms. Kilinski stated we don't have an executed contract, we developed that scope together, collaboratively, you gave a lot of feedback on that. We brought that contract back in November thinking it would be executed but it hasn't been executed. You voted on it, the problem is we can't get anybody to execute it. We have sent it out several times since November and nobody has executed it. At the same time we haven't been billed for it. I'm not sure where we are.

Mr. deNagy stated it is not going to be Premier, it was initially discussed as being run through Premier but then it changed to Paycheckga, LLC. I have inquired about obtaining insurance which is part of the agreement, and I only got it a week ago. They haven't executed the agreement that you approved, which included that scope of services of the expectations. I sent that to Jennifer this morning.

Mr. Durie stated I believe at some point when the CDD is actually paying for it, we should open it up to interviewing other candidates, whatever the budget is going to allow. I think we have to open it up, I think there is a lot of discourse and feelings from the community based on the current situation and I believe they want a change and the only way to do that is go through the process of not having one person as the option but opening it up to others.

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Ms. Kilinski stated the legal structure is that one of the benefits of having a third-party contractor is you take action on the contract. You don't want to become an employer de facto – so if you have issues with staffing on site, my recommendation is we would go to the company to discuss that as onsite staff are not District employees. I get this question a lot by boards, the district does not take an active role in interviewing, we set the parameters of what the CDD expects from a scope perspective when we are doing a third-party contract. We set the parameters and say here is what we expect, here is the job description, the hours, that kind of thing and the contractor lives up to that and we can express dissatisfaction with the way it is being carried out, the action will be on the contract and if they don't perform go find another contractor. Otherwise, the district could hire somebody on its own but that comes with a lot of pros and cons too.

Mr. Durie stated you are saying it would be like an event contractor type thing, right now we are using Premier as that entity.

Ms. Kilinski stated right.

Mr. deNagy stated we may have to draft an amendment to the agreement if we wanted to do something different. At this point we need to get it finalized with Paycheckga, LLC, it will be on our next agenda for ratification. The Board has already approved the lifestyle management agreement.

Mr. Durie asked can you do a bullet point on what this contract has that residents could easily read and understand?

Ms. Kilinski stated it is in the November 2025 agenda package online. It is not person specific; it is role and money specific.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski stated the legislative session is supposed to wrap up on Friday although they haven't agreed on the budget so I expect it to be continued to April. In terms of items that may impact the CDDs today, the legislature passed the sovereign immunity change. Right now it is \$200,000 cap single, \$300,000 aggregate cap, that now changes to \$300,000 single and \$550,000 aggregate, which will have some insurance impacts on premium changes. It hasn't been updated in a number of years and feedback from our insurance carriers including yours is that they expect an increase. I don't expect something horrendous on premiums, but it will go up a little bit. The other bill that passed this morning is the recall bill. Right now special districts don't follow city and county recall provisions; it has been updated to reflect CDDs will follow city and county recall provisions. Otherwise, there are small changes such as timeliness for construction payments and provide liens but nothing that would change your day to day.

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B. Engineer

There being no comments, the next item followed.

C. Manager

D. Operations – Report

Mr. deNagy gave an overview of the January and February operations reports which were included in the agenda package and stated a number of residents have reached out to me about midge flies. The minnows went in February 19th. You previously approved a contract with Lake Doctors for the midge fly treatment and that was \$13,255. I held off on that because FGT reached out and said they were going to dewater the ponds to work on the gas line. They have since finished their work, the minnows have gone in, but I would like direction from you to move forward with the treatment you had already approved. I asked Lake Doctors if they would hold the price and they said that they would. We will execute that contract.

Mr. Ghazvini stated that is for Dove Pond but as the developer I will reach out to Lake Doctors and ask them to treat the other stormwater pond at the same time.

Mr. deNagy stated on the pool cracks where we landed last time was the original contractor has agreed to do the fix; they just don't know what that fix is. They want us to tell them what the fix should be. We have a report from a pool consultant that gave us some direction and that was to get a P.E. to come out and draw up a plan. I contacted a number of contractors but so far have not found one locally but found one in Jacksonville who will come out. The consensus seems to be there needs to be an expansion joint, how you draw that and do it, I don't know. We still need the report from the P.E. that tells us this is what we need to do. Then we will go back to Baycrest and say, here are your plans.

Ms. Kilinski stated we had provided notice to anybody involved regarding the likely design defect. This contract was publicly bid and we had architect of record that was the designer of record for all of the amenity improvements. Our contract says that they were also the designer for the pool. That architect is very concerned because they had nothing to do with the pool but recognizes that our contract says that they did, that they signed. He has been in contact regularly because he is having to make potential claim against his insurance policy, which is driving up his premium. Corbin is trying to get somebody out here to get this moving forward.

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Mr. deNagy stated it is within my spend limit, but I would like to replace these chairs around the big table. With no objection, Mr. deNagy continued. A resident had asked me if there was any appetite for a solar pool heater and dog park.

Mr. Durie stated it is a huge expense. As to the dog park, where is the space for that?

Mr. Asbury stated dog parks are tough to permit through the city.

E. Lifestyle – Event Cost Analysis

Mr. deNagy stated you had asked for a couple of updates from Laura for the events.

Ms. Kalinoski stated this is the form I used for the budget and it shows the cost for everything.

Mr. Durie asked how does the board approve the expenditures for that budget?

Mr. deNagy stated your adopted budget has that line item.

EIGHTH ORDER OF BUSINESS

Other Business

A resident stated in the easement areas the weeds are running rampant.

Mr. deNagy stated meet with me afterwards and let me know where those areas are.

A resident stated weeds are growing in the middle of Dove Pond.

A resident stated on behalf of the residents I want you to recognize that Corbin has made a tremendous impact to our community.

A resident stated an article was published March 3rd about the Dove Pond dam being considered a high hazard potential dam. Is that something the homeowners and CDD need to be concerned about getting that looked at and fixed or is that something that Leon County takes care of it and it does not become a financial burden to us.

Ms. Kilinski stated we saw the article as well. There is a lot of history on that dam. As far as the district is concerned, it was an obligation of the city and county for the district to construct the pond. It is also a condition that the district be owner of the pond improvements itself. The City, Blue Print, etc, wanted a perpetual entity and CDDs do typically own their own stormwater facilities on a statewide basis. The district has an agreement with Dove Pond LLC, which is the owner of the property and on the property appraiser's website it shows the real estate belongs to Dove Pond LLC but the district owns the improvement itself and we have a contract with Dove Pond LLC to operate and maintain the pond consistent with all the plans, permit conditions as they

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are the real property owner at this time for the pond. There was also quarterly engineering inspections. To my understanding the city is satisfied with the way the pond is being operated and it understands the CDD/Dove Pond, LLC are the owner and the operator. Any dam in the State of Florida is considered a high hazard; it is a little bit of a catchline in the headline. Rest assured the Army Corps of Engineers, water management district, the city are all monitoring this body of water because it is such a large body of water and is a regional stormwater facility.

A resident stated if there were a catastrophic occurrence could the district get sued and would it trickle down to the residents?

Ms. Kilinski stated someone can sue for anything. The district has sovereign immunity limitations. Unless the district does something grossly negligent then you could potentially have liability as a CDD. The likelihood of that happening is low from our perspective because there are so many interested parties and it is highly regulated and the CDD to our knowledge has done what it is required to do statutorily and permit wise.

A resident stated I would like to know if the board and residents would be interested in a neighborhood market.

Mr. deNagy stated if you have a specific proposal send it to me and I will provide to the board and if they want to discuss it, we can put it on a future agenda.

NINTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – May 13, 2026 at 6:00 p.m. at the Canopy Amenity Center

Mr. deNagy stated the next meeting will be held May 13, 2026 at 6:00 p.m. in the same location.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Durie seconded by Mr. Ghazvini with all in favor the meeting adjourned at 3:21 p.m.

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Canopy CDD

Signed by:

Corbin deNagy

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Secretary/Assistant Secretary

DocuSigned by:

Jason Ghazvini

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Chairman/Vice Chairman