Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

MINUTES OF MEETING
PALM GLADES
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Palm Glades Community Development District was held on Tuesday, July 9, 2024, at 6:30 p.m., at 23770 SW 115th Avenue, Miami, Florida.

Present and constituting a quorum were:

Mauricio Pelaez	Chairman
Julie Varela-Medina	Vice Chairman
Lakisha Macias	Assistant Secretary
Zuzer Calero	Assistant Secretary
Shirley Mendez	Assistant Secretary

Also present were:

Juliana Duque	District Manager
Jesus Lorenzo	Governmental Management Services
Terry Glynn	Governmental Management Services (by phone)
Scott Cochran	District Counsel
Anelis Esquijarosa	KWPM
Oscar Borras	KWPM
Jennifer Mendoza	HOA Property Manager
Several Residents	

(PLEASE NOTE: Due to recording difficulties, these minutes were transcribed to the best of our ability)

FIRST ORDER OF BUSINESS — Roll Call and Pledge of Allegiance

Ms. Duque called the meeting to order, called the roll, and the Pledge of Allegiance was recited by all who attended the meeting.

SECOND ORDER OF BUSINESS — Approval of Minutes of the June 11, 2024 Meeting

Ms. Duque: The next item is the approval of the minutes of the June 11, 2024 meeting. This is the moment to present any additions, corrections, or deletions. If there are none, a motion to approve them will take place.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

On MOTION by Ms. Varela-Medina seconded by Ms. Mendez with all in favor, the Minutes of the June 11, 2024 Meeting were approved.

THIRD ORDER OF BUSINESS — Consideration of Resolution #2024-05 Designating Sharyn Henning as Assistant Treasurer

Ms. Duque: The next item is consideration of resolution #2024-05 designating Sharyn Henning as assistant treasurer from my office. So, as the Board is aware we currently have Mauricio Pelaez as chairman, Julie Varela-Medina as vice chairman, Lakisha Macias, Zuzer Calero, and Shirley Mendez are the assistant secretaries. From my office, you have Patti Powers as the treasurer, and now we are naming Sharyn Henning as the assistant treasurer, Rich Hans as your assistant secretary, and Juliana Duque as your secretary. I will need a motion from the Board to move forward with that resolution, as well as the slate of officers I just stated unless there are any changes to it.

On MOTION by Ms. Calero seconded by Ms. Macias with all in favor, Resolution #2024-05 designating Sharyn Henning as Assistant Treasurer was approved.

FOURTH ORDER OF BUSINESS — Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2024

Ms. Duque: The next item is consideration of the engagement letter with Grau & Associates to perform the audit for the fiscal year ending September 30, 2024. This item was already presented to the Board, so a motion to consider the engagement letter with Grau & Associates will take place.

On MOTION by Mr. Pelaez seconded by Ms. Calero with all in favor, accepting the engagement letter with Grau & Associates to perform the audit for Fiscal Year ending September 30, 2024 was approved.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

FIFTH ORDER OF BUSINESS Staff Reports

Ms. Duque: Let's move forward to staff reports, attorney, Scott.

A. Attorney

Mr. Cochran: Yes, so I worked on a bunch of the stuff that came up at the last meeting, we have the renewal agreement with Fit for LYFE, and some other agreements, and a couple of other things. So, for the incident where the vehicle crashed into the wall, if you recall we were having trouble with getting an update on the status from the insurance company, we tried to contact the insured directly and they didn't respond. So, I was able to locate the general counsel for the insurance company, and I had a conversation with them, I sent him an email to get the information, and he has actually just responded, and he gave me contact information for a specific adjuster there that I should talk to, and he said they should be able to tell us one way or the other if they would pay. The one thing he did say, which is probably not promising, is that apparently this particular insurance company is like the insurer of last resort, it's like the Citizens of auto insurance but, the example he gave is that people have had multiple DUIs and can't get insurance anywhere else, so they get this insurance. So, because of the nature of their insureds sometimes their coverage lapses or whatever, and he said he had no idea if that's the case here but, he said basically if there's coverage then they'll probably pay, and if there's no coverage, they'll let us know so we can proceed otherwise. So, I'll go ahead and contact that adjuster tomorrow and we'll see where we go from there, so at least there's some progress on that front. The other thing is, I did send out, as you all directed me to last meeting, a letter to the resident regarding the replacement of the turf that had been damaged by I think their pool contractor, it caused some significant turf damage for the replacement, so I sent that letter out demanding payment for that. So, that just went out recently so I wouldn't have expected a response yet but, I'll let you know if we hear anything from that and hopefully, he'll just pay but, I'll let you know. Other than that, I think that's all I have specifically, I know we'll be getting into the club rules stuff later, so we can talk about that when we get there, so that's all I have unless anyone has any questions.

Ms. Duque: Thank you so much, Scott.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

B. Engineer

Ms. Duque: Let's move forward then, nothing to report under the engineer's report.

C. Club

1) Monthly Report

2) Discussion of Clubhouse Rules and Regulations

Ms. Duque: The next item is club manager's monthly report, Jennifer.

Ms. Mendoza: Yes, as the Board is aware, I continue to report on all of the work orders for the clubhouse. (inaudible comment) So, in the month of June, we had a few additional maintenance items in the drop-off areas, a few repairs. (inaudible comment) A lot of the touch-ups on the wall and a lot of the other areas, as well as the gym area which was also serviced. (inaudible comment) If you guys remember, at the last meeting we approved the replacement of the foosball table that was damaged so that has been replaced and it's already outside in the terrace area, I don't know if you guys have had a chance to look at it. It's definitely an upgrade from the old one, and it kind of goes with the furniture, and immediately as soon as we put it out some residents were already requesting to be able to use it. We continue to go ahead and sign out the foosball table to people so we can track who's using it just in case anything happens to it in the future. (inaudible comment). Other than that, also just to give you an update, we have already replaced the share point, so basically right now all of the files are already on the cloud, so we are going to be using that system and we're kind of getting used to uploading the files, etc. (inaudible comment) I don't know if you guys remember a few months back we had to replace the inclined motor, we have 4 treadmill machines, and out of the 4 of them 3 motors went bad on them and we had to replace those motors, each motor replacement cost about $800. (inaudible comment) So, right now to replace just the motors with a single repair, it's close to $900, those treadmill machines are about 11 years old, and those were the original treadmills, and our fear is eventually down the line if we continue repairing these machines we're going to come across that, parts are going to be sold out, or no longer in stock so that eventually we're going to have to replace them mostly likely without even being prepared for it. So, I was able to get with The Fitness Solution which is the vendor that services our gym and they were able to provide us with a quote for 1 treadmill machine costing about $5,242.11 that's the cost for a brand new one, they give you a 10-

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

year warranty for the frame, and a 5-year warranty for the parts. (inaudible comment) So, if that's something that you perhaps want to consider or think about for the future. (inaudible comment)

Ms. Duque: Just for the record I would like to state that Oscar Borras from KW is also present today.

Ms. Mendoza: So, at the moment, I'm not sure if the Board would like to proceed with those repairs or continue to search for additional options.

Ms. Duque: And you said to replace the motor it costs around $900?

Ms. Mendoza: Yes.

Ms. Duque: Now, that's the warranty on that, do you know if they have a warranty on that motor?

Ms. Mendoza: I'm not sure, I can find out.

Ms. Duque: And the one machine that you made repairs to, how much was that?

Ms. Mendoza: So, the other three were also repaired as well. (inaudible comment)

Mr. Pelaez: And they have two motors also, well they have the motor that operates the belt and then they also have the motor that operates the lift. (inaudible comment)

Ms. Mendoza: (inaudible comment) And that's the same motor that was replaced on the other three.

Ms. Esquijarosa: I was just looking up something before I mentioned it. (inaudible comment) So, I know where I live, we do leasing of equipment and I don't know if that's an option or if you've even looked at that. The way it works for us, is we lease the equipment, it gets maintained, and we're paying whatever fee, and I don't know if that's an option, there's maintenance on that, they come and check it out and then the nice thing about it is it's continuously updated and upgraded. (inaudible comment), and I don't know what the cost is but, you might want to look into leasing equipment, and then any time they get it new and then in a couple of years we upgrade and get that new one.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: (inaudible comment)

Ms. Duque: Is this equipment being used right now?

Ms. Mendoza: So, right now you can still use it.

Ms. Duque: And is it safe to use it?

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Mendoza: Yes. (inaudible comment)

Ms. Duque: So, I think what I'm hearing is that we have direction from the Board, so let's look into that option. I would also like the Board to keep in mind that we did talk about this long ago, we wanted to see because of the equipment, how old the equipment is right now to at some point do that. I really would like to start doing that one by one as a project that you would like to do once we change all of the gym equipment and lease it or purchase a new one, we can explore all of those options. Perhaps this is the time to do our due diligence and if we see that it doesn't make any sense, we can explore purchasing or repairing this equipment.

Ms. Mendoza: So, with that, we have the review of the clubhouse rules and regulations, so I will send an email in regard to some of the questions based on our review of the clubhouse rules, the rental guidelines, as well as the annual membership that we have in place. So, I'm not sure if you guys have had a chance to take a look at it and everything. So, some of the areas that I've highlighted were more like a question that we just wanted to get some clarification of what that rule means, in case it's brought up to us by any resident we kind of have the clarity of what those specific rules are.

Ms. Duque: So, just to bring everybody up to speed, there was indeed some discussion at the last meeting about certain changes that we would like to review the rules and regulations again, and perhaps make some of the changes. I do know that there has been some exchange of emails with the District attorney as well, and some questions that Jennifer and Anelis had about those particular rules, and some of those have already been provided. I don't think there was a need to make that change, it's just to add clarification but, for those that we do, I think this is the moment to go over those. I'm aware that nobody else, except for Mauricio provided comments, so we wanted to make sure that we have all of those comments because the intention from the Board is to call for that public hearing and adopt our new rules and regulations. So, let's go ahead with the ones that we have Jennifer.

Ms. Mendoza: Ok. So, the first one, and just so you know it's under the club rules and regulations, the package, so it would be under membership sections 1.1 and 1.2. Basically, it talks about who can be a member of the facility, and there's a specific rule there or wording that basically says, and my understanding is a tenant or a homeowner, either one can be a member of the clubhouse. So, when it comes to a tenant, unless the

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

owner otherwise notifies the club manager in writing, my understanding there is, that if the owner does not want the tenant to be a member of the clubhouse, the owner would just have to send us an email about them. So, I just want to be able to get clarity on that part, or just given the fact that's kind of like the standard rule of the community and the clubhouse. I know that tenants, one of the main reasons that they move into this community is just because the clubhouse is a big incentive for them, so from my point of view, I just don't really care that an owner can take away that privilege especially if the tenant is the one living at the property and most likely they are being charged in the lease, and that's between the owner and them, and maybe they're being charged that fee of the clubhouse, so I just wanted to see what you're thoughts on that were.

Ms. Esquijarosa: As I'm reading these, I was confused because in one paragraph it states here, once an owner leases a home, only the lessee shall be entitled to exercise the privilege unless written notice. So, I'm reading into that as whoever lives here gets the privilege. Then the second one I'm reading says, an owner who has leased his or her home remains liability for the club assessment but, will not have membership rights at any time his or her home is leased. So, it sounds to me like, if you lease your home, the way it's written as far as I'm reading it, that person who is the lessee has the right to belong to the clubhouse and the owner cannot, unless the owner has notified the clubhouse pursuant to section 1.1, so to me, I take it as the owner can let us know, hey I don't want my tenant, even though he has a right to, I don't want the tenant to use the facilities.

Ms. Mendoza: Right, and I'm glad you pointed that out because that does not clarify to me what you wrote to me in writing.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Pelaez: But then it also says that the owner advises in writing that even if the lessee is leasing the home, if he notifies the club in writing, then they would lose their right to use the club, right?

Mr. Cochran: There's never a situation where both get it.

Ms. Duque: Correct.

Mr. Cochran: It's one membership per property, and if the owner is leasing it, the presumption is with the lessee who gets those rights but, if they were advised, the club

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

manager, in writing that the owner wishes to retain those rights, then the owner keeps those rights.

Mr. Pelaez: So, the owner can rent out the property, but then decide they want to continue to use the facility and not allow the renter to use it and all they would have to do is notify the club manager in writing.

Mr. Cochran: Correct.

Ms. Pelaez: So, I think that's the question at hand right there, we're ok with that.

Ms. Mendoza: And my point is, to me it's confusing, if I read paragraph 1, and I read paragraph 2, I'm getting different information that can be arguable, and I think it should be clear.

Mr. Pelaez: So, I guess the first question is really are we ok with that, with the owner notifying in writing that the lessee will no longer have access to the clubhouse, that's the main question.

Ms. Duque: Let me just turn this around, I want to understand the legal point of it more than anything else, do we need to have that, Scott?

Mr. Cochran: Do we need to have what?

Ms. Duque: Unless the owner otherwise notifies the clubhouse in writing that he's the one who has the rights?

Mr. Cochran: You can change that, I mean I think legally the point is, there's only one person paying for a club membership, and there's only one club membership per unit. So, in a situation where there's a lessee, there's two potential people involved, so who gets the membership privileges, and so the way they're drafted which is kind of the default, is that the lessee gets them unless the owner notifies them otherwise. So, ideally, you could say, the scenario would be something like, someone wants to live here, they don't plan on using the clubhouse so they don't want to pay that, so theoretically the owner charges less rent and retains the membership, and maybe the owner owns another property in here, or whatever, who knows, or maybe the owner lives offsite but wants to continue to use the clubhouse because they're still paying for it.

Ms. Varela-Medina: What other kind of option do we have? (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: In terms of the CDD, there's a property that has a folio number, and that folio number is the one that gets the assessments of the Non Ad Valorem Assessments, and as Scott mentioned, there is only one person that can use the clubhouse, and to Scott's point, that's why I asked him, and we don't know if the tenant with the owner has any type of agreement where they are paying less for the rent, so that the owner keeps the rights to use the club facilities, and if that's the case then the owner would be able to notify the clubhouse, I am the one using the facilities, and the tenant is not allowed to do so. I mean, I don't know but, it's up to the Board but I think this can be easily managed because we have a great relationship with the HOA. I guess we could ask the HOA, and it might be the solution to this if we don't have to change it, or the HOA can ask the owner when they are renting, if the intention for them is to use the clubhouse or the tenant is the one using the clubhouse. So, that he's aware, let's say you have the key FOB, you're no longer living in the property, the tenant is the one coming to the clubhouse, your key FOB is not going to work, we will not grant you access.

Ms. Mendoza: Would there be anything in writing that we would have that owner sign off, I am no longer a member, or some sort of documentation that has been agreed upon because we do ask in writing if they're going to say, no I'm going to retain the membership, the lessee will not, I would think that would be in the contract when you rent out your property.

Mr. Cochran: Right, and we don't want to get into the business of looking at the lease, that's not our business anyway, and we'd want to stay away from the things that are going to constrain a person's ability to enter into a contract, that's just not part of our business. So, I think as long as the rules are clear, then I think it's kind of up to them, and if it's a situation where the lessee is saying, well I paid more so that I would have club privileges I mean the owner sends something in writing saying, no it's not the lessee's it's mine, and then that's a dispute between them, the rules say this. So, you can contract however you want in light of the rules but, these are what the rules provide but, if you guys don't like that if you want to make some other trigger to determine who retains the membership, you could do it however you want.

Ms. Duque: But Scott, I don't think it's, not to get into the business of the lessee but, I believe that's what the HOA does, when someone is renting a property, it's my intention that the key FOBs for the clubhouse are being designated for the owner.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

(inaudible comment) So, that's not on us, but we know that the HOA does that, and it helps us.

Mr. Cochran: Right.

Mr. Pelaez: (inaudible comment) So, you have this and if the owner wants to remove it then he can.

Ms. Esquijarosa: (inaudible comment)

Mr. Pelaez: So, that's your dispute, and ultimately the homeowner is the one that really owns the property, so they have to figure it out on their own.

Ms. Duque: So, no change in that one, leave it as is, right?

Mr. Pelaez: Yes.

Ms. Duque: Ok.

Ms. Mendoza: So, then the next one is 1.6.2 guest passes. So, this specific section talks about, and the way that it's stated, it gives the option for someone or a member to provide a guest pass for anyone, and basically, that person can come back anytime, so long as it's not more than 30 calendar days. So again, you can come by and get a guest pass for your brother-in-law, and they can come anytime without you, so that's what makes this kind of seamless. Currently, under our guest pass rule, which is under 1.6 guests, the guest policy that we follow is that you're allowed to bring 4 guests as part of the membership, and then you're allowed to bring 4 additional guests with a specific time that you set, paying $10 per guest.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Duque: But they need to be with the member at all times.

Ms. Mendoza: Correct, on that one, but the way that we see 1.6.2, it gives the assumption that you can buy a guest pass for anyone and that person can come in but, it doesn't clarify that they have to, first of all they have to be brought by a member, and secondly that the member has to be present, and then for how long.

Mr. Cochran: Well, 1.6 deals with guests or defines guests I guess, and about halfway through that provision it says, all guests must be 16 years of age or older or be accompanied by an annual member or immediate family member who is 18, and then it says all guests must be accompanied by an annual member or immediate family member

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

who is 18 or older when using the club facilities. So, I think whether you're 1 of the initial 4, or whether you're a guest pass person beyond that, I think, all guests, either kind, have to be accompanied by a member when they're there. I think the guest pass thing is just to ensure that somebody is not essentially getting a free membership by coming here 200 days a year, but they're not paying the annual dues, so I think that's the idea behind the 30-day restriction is so that it's truly just a guest who's coming occasionally, it's not somebody who is here all the time without being a member.

Mr. Pelaez: So, is it clear that it's a day pass, is that in writing anywhere when they purchase the pass?

Mr. Cochran: Well, I think if they have the guest pass.

Mr. Pelaez: But just make sure that it says the date of the day pass.

Ms. Duque: I think it says day pass, and you can purchase those day passes no more than 30 days of coming.

Mr. Pelaez: So, I guess we should make sure that it says day pass, so it's clear they're buying a one-day pass, every time they come.

Ms. Varela-Medina: Yes, that's a good point, is it calendar days or is it every day I come you're counting the 30 days.

Mr. Pelaez: Right.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: So, is the question whether a guest pass is good for up to 30 days, or whether a guest pass is only good for 1 day, like you could be paying the $10 fee every day that a person comes versus just the 30 days, and from just looking at these two provisions it's not clear to me. So, the way I would read them, I think the most natural reading of them, the way that they're currently written is that the guest pass, it's non-transferable, it would be for a person for up to 30 days, so it's not like a day pass where each time they come, they have to get a new guest pass, so that to me is the most natural reading of 1.6 and 1.6.2. So, I think if the intention is to make it like a day pass, then I think it should probably be amended to clarify that, and even if the intent is to leave it that way, that might benefit from some clarity. So, I guess the question is, what do you want the rule to be as far as the guest passes, do you want it to be a one-time guest pass for a

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

particular person that gives that person up to 30 days of club access, or do you want it to be something else?

Mr. Pelaez: So, what I think it sounds like, it should be a day pass and you can give the 30 days but, every time that they came 30 days would be 30 passes, just like a gym, if you buy a day pass at the gym, you just use it and then that's it, you can't use it the next day. (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: Well, families, I think are treated differently they're under the immediate family member provision.

Mr. Pelaez: Any family meaning like outside of your home, that if you bring like your aunt or uncle.

Ms. Mendoza: But I know that when you read 1.6, the definition of a guest, at that moment it's still whether it's a one-day pass or if you make it a 30-day pass, it will still require the guest to be here with the member.

Mr. Cochran: Yes.

Ms. Mendoza: And I mean at that point I'm assuming the member, when they're coming with that additional guest, and they're paying for the pass is because they're exceeding the guest policy, the amount of guests left. That's why I read it as this is more like you buying an individual pass for someone to come with you, that's how I read it.

Mr. Cochran: Well, 1.6 is the umbrella provision that talks about guests, and then 1.6.1, 1.6.2, and 1.6.3 are like sub-provisions of that, so all the other stuff is subject to the part in 1.6 where it says all guests must be accompanied by an annual member.

Ms. Duque: Scott, can you repeat that?

Mr. Cochran: Yes, I was just saying, so the structure of all these rules is like, there's kind of the main section here which would be 1.6, and then there's like subsections underneath it 1.6.1, 1.6.2, 1.6.3, and so the part about all guests being accompanied by a member, an annual member, or immediate family member is in 1.6 so that governs all the stuff about guests, and so the 1.6.2 part about guest passes is subject to that. So, the way it's written is that any guest whether it's the original 4 or a guest pass person beyond that, they have to be accompanied by a member.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Pelaez: So, make it a daily pass, and this other section, the 30 days, if we see that the cost is really about the guest, then at that point, they would just have to buy a membership.

Mr. Cochran: Right, then I guess, or I would assume logistically there's some way of tracking that when you're doing it, just like a day pass, you're tracking it, ok so and so has gotten 26-day passes or whatever, ok so we can change that.

Ms. Duque: (inaudible comment) But I agree with Mauricio too, we should leave the 30 days in there.

Mr. Cochran: Well, would we leave the 30 days like would we say basically a person, or any particular person cannot use more than 30 guest passes during a calendar year?

Ms. Duque: So, we can rephrase that.

Mr. Cochran: Yes, rephrase it.

Mr. Pelaez: For a particular person, right?

Ms. Duque: Yes.

Mr. Cochran: Yes, so you're switching to a day pass but, you're saying basically that any one particular non-member can't have more than 30-day passes per calendar year if you want to do that, so you could eliminate the 30 days but, then they could do it, if they're paying, they could do it 365 days.

Mr. Pelaez: Yes, so keep the 30 days, but just kind of reword it a little bit.

Mr. Cochran: Right, ok, to make it clear that it's day passes, yes.

Ms. Macias: Can I ask a question for clarification?

Mr. Cochran: Sure.

Ms. Macias: Where it says 8 persons, so that means if I own the property, and say my mom doesn't live with me, she cannot exceed those 30 days but, let's say now I'm bringing my mom and I'm bringing my aunt, could she do 30 days too, or I can only have that one person?

Mr. Cochran: Well, if you're only bringing one person, you're not even getting into the guest pass but, if they're the fifth person, then yes, I think you could bring, assuming they don't live with you and they don't qualify as an immediate family member under the rules, then yes, I think the mother could get 30 days, the aunt could get 30 days, and your second cousin could get 30 days, or whoever, so per guest. That's the intent behind it

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

which is basically just not to allow someone, and it's common, I think a lot of clubs that allow guests have this kind of a thing where, because it's basically like ok, if you want to be a club member then buy a membership, don't just be this person's guest like 100 times.

Ms. Duque: Yes.

Ms. Macias: I guess I have a follow-up question on that, so basically let's say if I have my 4, so I can come and say, well the 5th one who been already here for 3 days, she's not my additional one, I'm counting her as my free one, so how would we be able to track that?

Mr. Cochran: Well, that's what I'm saying like logistically do you have a way, because I think a person doesn't count for guest pass purposes if they're in the 4, they don't count, so obviously a smart owner can take advantage of the system and rotate those people around, so I don't know how to combat that.

Mr. Pelaez: I think we're good with it for the 30 days.

Mr. Cochran: The good news is if you start seeing a pattern of something like that happening, you'll probably have time to do this before they get too carried away.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: So, I think that would be, in administering it, there will have to be some way to distinguish a regular guest versus a day pass guest and you would only count the day pass guest for purposes of 30 days at least the way I read it, and I'll read it again when I have more time for calm reflection.

Ms. Mendoza: So, the next one 1.6.3 which is for a personal trainer, so basically those rules state as a member, a family member, or an immediate family member may be accompanied by a personal trainer in the fitness center or pool by a personal trainer where the pool is retained for the purpose of providing physical fitness or exercise training, education, or value to the member, family member, or immediate family member, and requires a personal trainer. (inaudible comment) So, the word personal trainer is such a broad word to categorize anyone providing training guidance, and not saying they're a licensed personal trainer, it's just someone who is guiding that person.

Mr. Cochran: Yes, so whenever you see like those whole words with the quote marks, it's basically whatever is being discussed before that, it's like a term of art, for

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

purposes of the rules, so whenever you use that phrase that's what they're referring to. So, here it would be a personal trainer, who is retained for the purpose of providing physical fitness or exercise training, education, or guidance to the member, etc. So, it doesn't say licensed personal trainer, and if you want you can add that, licensed before the word personal trainer, and that would require them to have a license to provide those services but, as it's stated, I think honestly you could probably, I think that would be a fair reading of it because just me showing up here and showing someone how to do a curl, and I'm not a personal trainer just by showing them how to do it, so I think it would be reasonable to read that into this, like yes, they have to be an actual personal trainer, not just some person who has no training experience.

Ms. Mendoza: So, the reason why we're asking, because this question comes up a lot, so we have a member who wants to bring his physician, his physical therapist with him, so he's kind of coming at it as, ok he's my physical therapist, he's not a person trainer, so at that moment I should be allowed to bring him even though it appears that you are bringing a personal trainer or someone that is guiding you in physical training but, again, are we considering that physician a personal trainer because they're doing the act of training, and guiding through a certain exercise?

Mr. Cochran: I mean, I think you could go either way on it for that specific example. I mean I think the main purpose of this revision is so that if somebody is coming here and making money, like providing a service of personal training, then basically the District is getting paid for their use of the facility. So, for example, I think if it's just somebody's brother that's showing them how to do it, and maybe their brother is like a very good athlete or something, showing them how to do stuff, I don't think that's this. I think it's more that somebody is providing a paid service of first of all training, and so therefore like you can't get a free ride essentially and just use the facility for free, you're going to have to compensate the District for using it. I mean you could expand on that, like I said, I think a physical therapist is the retained part, I think that it's the part about, it's actually someone that's hired, so you could add, by a physical therapist, or you could add licensed physical therapist or personal trainer, and you can do whatever you want. I think the way it's phrased currently, the physical therapist would be like, I feel like that could go either way if that's what they're doing, they're showing them how to do exercises and stuff like that, and the person is paying them, I think that's probably fair within this.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Mendez: I have a question, wouldn't a physical therapist fall under a medical provider under a caregiver because if they have a medical license, they are not a personal trainer, if you said your guest is talking about his physical therapist is coming to show them therapy for a progression of a disability whether it's occupational or physical, that's a medical provision, so that's not a personal trainer, and you have two different sections here.

Mr. Cochran: I wouldn't consider a physical therapist, medical like I know it's sometimes prescribed as a form of treatment of recovery but, PTs are not MDs. So, in the context we're talking about which is like directing somebody to do certain exercises and showing them how to do them, and helping them do it, like I think that's closer to a personal trainer than a caregiver.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: So, yes, I guess you can figure out where you want physical therapist to go and either put it under caregivers or personal trainers, or you can create a new subsection and address physical therapists specifically, so however you guys want to do it but, yes, because they don't fall neatly within your category and because that would be a foreseeable situation then it's probably worth addressing just so there's no ambiguity. So, would you want to handle that as a caregiver where they don't have to pay any additional fee, or would you want it to be more like a personal trainer where they do pay a fee because that's the main difference?

Ms. Duque: Yes.

Ms. Esquijarosa: Depending on if I come with my friend, then yes, he's not an expert in training.

Mr. Cochran: Well, it says retain, so if you're not paying them, then you haven't retained them, that's what that means.

Ms. Esquijarosa: (inaudible comment) How can you determine that?

Mr. Cochran: I mean I think you would just ask them and accept whatever answer they give you.

(At this point several people were talking at one time, and no one conversation could be heard)

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Cochran: Well, the caregiver is defined as a guest, but the personal trainer is not defined as a guest, so you could add if you want because technically I don't see anything that limits the number of times a personal trainer can come because they're not defined as a guest, and let me just go back to 1.6, maybe they are because they're still under 1.6. Yes, so I guess, it should probably be if you want them, and you could alter this, and I guess I'm just saying, under the caregiver it specifically says, the caregiver is deemed to be a guest, and it talks about caregiver passes but, it doesn't limit the number of times a caregiver pass can be used, and personal trainer, it doesn't really say that they're treated like a guest or that they're subject to a guest pass or that there's a limited number of times, so if you want to have them treated subject to that 30-day thing you probably need to add something saying that.

Ms. Calero: What if we went with, or do we just want to have a policy that we can relate to if we see that someone is coming more often, and maybe training other people, then they could just say, well the policy states this if that's something that you're seeing very often.

Ms. Mendoza: No, we don't see it often. (inaudible comment) It's just more like we want to be able to see if we do see someone and we don't know if they're paying or not, but training someone however, or in this case a physical therapist can do it. (inaudible comment)

Ms. Calero: So, the question is whether we want it to be a licensed personal trainer or just personal trainer, and if we are going down the rabbit hole of how many times, do we limit them, do we ask if they've paid.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Duque: Sometimes we read the rules and our minds go to different scenarios but, we do not have those scenarios and at least I can tell you, Scott will correct me if I'm wrong but, that's not what we would do. (inaudible comment)

Ms. Calero: That's why I'm trying to figure out what we're trying to resolve.

Mr. Pelaez: I think once the person starts coming to the club, and they say, well I'm here to see so and so, they come together and when they get here, and they've checked in at the front desk, you'll start to see that they were hired as a personal trainer.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: That's why I'm saying, to me the part that's clear is, if you're a personal trainer you have to pay the $10 when you're providing those services but, it's not clear to me how often you can do that because yes, it's under the general guest umbrella but, like on a caregiver pass it specifically says that the caregiver is deemed to be a guest but, there will be no additional fee for that person.

Ms. Duque: You cannot transfer that to anyone else.

Mr. Cochran: Right, but they don't have that language on the personal trainer, so what I'm saying is I do think it's somewhat ambiguous because as written, somebody could be here every day with a personal trainer and there's nothing in the rules that say, well you can't do that every day. So, if you want to put some kind of wording, and that's why I was just saying, I'm not trying to create unnecessary issues but, if you want to, like I said, if we're going to do amendments anyway, and that's a scenario, or there's an actual scenario like a physical therapist or something like that, just figure out how you want to characterize them because if you treat them as a medical caregiver, they're treated one way, if you treat them as a personal trainer they're treated another way, so they're kind of inbetween.

Ms. Duque: And not only with that like a personal trainer, when you bring a guest, I'll assume that person is also training with you. (inaudible comment) The staff will see, well the personal trainer is training, he's supposed to be by your side explaining to you how to do the exercise, but he's not doing it with you. So, I think it's a lot of common sense and I think it comes down also to the work that needs to be done by the clubhouse staff, that's number one. Number two, when it comes to the personal trainer, I agree with Scott, maybe something additional can be clarified by those items, we can add the license, and they can show the license to the clubhouse staff.

Mr. Pelaez: I also think with a personal trainer, sometimes when you have a personal trainer, they bring extra bands and other things they start bringing their own little things because they want you to do some stuff. (inaudible comment)

Mr. Cochran: I think, and I don't know because I'm not here but I would think it would be somewhat obvious when somebody's like the paid non-friend, non-family member, personal trainer, that's just showing someone how to do exercises like keeping a

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

chart and doing all that kind of stuff, maybe wearing a shirt with a logo on it, versus somebody who is dressed to workout, who's working out with somebody, who says oh wait a minute, you're doing that wrong, you do it like this, and it's not always going to be that clear cut but, I feel like if there's a question then you go over and you just say, excuse me we have a rule about personal trainers, are you a personal trainer, yes or no, are they paying you for providing this training, and if they say no, then I don't know that you need to continue your investigation to try and solve it. So, I guess just to put a bow on it, I guess do you want to say explicitly where a physical therapist falls, do you want to include the word licensed before personal trainer and do you want to limit the number of times a personal trainer can come, or is it just kind of like whatever.

Mr. Pelaez: Well, if it is a personal trainer they need to acknowledge that when they come to train that person. (inaudible comment)

Mr. Cochran: And they shouldn't be using the equipment other than maybe to like do a demonstration.

Mr. Pelaez: I would be ok with that.

Ms. Duque: So, do you want to add the word licensed or just keep it as personal trainer?

Mr. Pelaez: I think we just keep it as generic, personal trainer, because if I'm not a licensed trainer, then I can't train the person, so I think we should just keep it like that because it's broader.

Mr. Cochran: Ok, and then for the therapist, I mean you can leave it the way it is, and you can kind of make a judgment call about it, or you can categorize it or add it to the caregiver pass, you could add physical therapy there, or you could add physical therapy to the personal trainer, or you can leave it the way it is and you can kind of make a judgment call.

Mr. Pelaez: I think it's a good idea to just leave it and make a judgment call.

Mr. Cochran: Ok.

Ms. Duque: And the number of times for the personal trainer?

Mr. Pelaez: I say leave it the way it is.

Mr. Cochran: Ok.

Ms. Mendoza: Ok, so the next one is 1.7 which talks about memberships, one of the questions here is, the initial pass is a maximum of 4 membership cards will be issued

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

to each home for an annual membership and an additional charge at the time of initial registration. So, one of the questions that I have is, and I did not include it here but, if we have a specific timeframe of what to consider as the initial registration. Given the fact that I come at the moment to get two cards, and then my two kids come a month later, or two months later, and or they need to be 16 to be able to get those two additional cards, so do we consider anything for the initial registration at that specific moment, or they can come two years later to get their cards, if they didn't get it initially?

Mr. Pelaez: I think they should get 4 membership cards per home, at any time because there's people that have kids, and when their kids grow up to be 16 or whatever our rules are, and now your son or daughter wants to start coming to the club because they're of age, they have to buy a membership. I think it should be part of what you get, especially if your kids are not of age, and you take 4 home you can't use them, that's my thought.

Ms. Varela-Medina: I agree.

Ms. Duque: (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Mendoza: So, with their annual fee, that will be their registration. (inaudible comment) So, would we be able to modify this because if we're going to do that, we don't have a section or a column that says, date issued, so if we could modify it that says date issued and that way we could actually keep track of that?

Ms. Varela-Medina: Of course, you can do that.

Mr. Pelaez: Maybe when the HOA checks them with identification right then that's something but, if you also did it on another form like keeping it in a club file. (inaudible comment) Like you're saying keep it in the scanned copy?

Ms. Mendoza: Right now, what happens is, everyone does get it initially first, they basically complete the club register form with the HOA and then they pass it over to us, and we start registering the FOBs, we start inputting the FOB numbers, and I always put the date that I issued a FOB but, can I add a column, can I modify the club form?

Ms. Duque: Well, we're doing that right now, we can approve that change, and then we have a new document with a new set of rules and regulations, so yes you can do that.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: Ok, and this is the annual membership form, it's similar to the one for the regular members but, the other one says HOA approval, yes or no, and then it says key number because I added something that says date issued, so that will be part of it. (inaudible comment) So, in this one also, we're kind of like also including the annual membership club form, so basically as per this section, annual members are also allowed to get 4 membership cards. So, if you get an annual membership registration form, it's for the annual member, and then at the bottom, it says to list up to 2 immediate family members, and any minors who reside on the property. (inaudible comment) So that technically means they can get 3 key FOBs because they're only allowed to put 2 immediate family members unless you're a minor. (inaudible comment)

Ms. Duque: Let me go one step back, Scott.

Mr. Cochran: Yes.

Ms. Duque: Can the annual member get up to 4 key FOBs too?

Mr. Cochran: I don't know, that's why I'm trying to read it here.

Mr. Pelaez: (inaudible comment)

Ms. Duque: I think it's important to address that before we talk about all this.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: So, the form only allows you to get 3.

Mr. Pelaez: Ok, so let's go to 1.7 for a second, for membership cards. So, it says 4 membership cards to a home which would cover 4 annual memberships. (inaudible comment) So, from what I'm understanding, from what you were saying is that they buy the annual pass, which means that 3 other people can come with them, and not have to pay for that, so that's like a gym membership for the whole family and they're only paying for 1.

Mr. Cochran: Well, I think, I'm sorry, can you say that again?

Mr. Pelaez: Well, 1.7 says I can have a 4-membership cards which will be issued to each home, 4 annual memberships, so the deal is if somebody doesn't live in the community that comes to buy a membership is actually getting an annual membership.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Cochran: Yes.

Mr. Pelaez: So, they can get 4 membership cards, if you're an annual member.

Mr. Cochran: Yes, they're treated like a regular member, so if you look at 1.5, immediate family members, shall mean the spouse or domestic partner of the member or annual member, and all unmarried children of either, being a member or annual member under the age of 22 and up to 2 family members related to a member by birth, adoption, or marriage resides in the same home as the member. If a member or annual member is unmarried, he or she may designate up to 2 persons related by birth or adoption who are living with such member. So, basically you have to treat them similarly to the regular members which is, that's why you're trying to, in determining the amount they pay, commensurate with what the members that live in the community pay because they're getting a similar membership, their wife can be included, their kids can be included, just like if they lived in the community but, they're paying essentially the same amount as someone who lives in the community for the privilege, so that's the idea. I don't know about the 2 other family members I'm trying to look and see where that came from.

Mr. Pelaez: But basically, what we're saying is the annual membership, you get 4 key FOBs.

Ms. Mendoza: Yes.

Ms. Duque: That's why Mauricio one of the discussions was to increase the amount.

Mr. Pelaez: So, when I go back to this form, all it really says here are 3 family members, it doesn't even say minors or whatever, so it could be 4 adults, it could be 2 for now and 2 later, so it just says 2 immediate family members, so it needs to say 3 immediate family members.

Ms. Mendoza: To include those 4.

Mr. Pelaez: Yes, so 3 immediate family members. (inaudible comment) So, you could list the first person on the top, let's say the annual member, and then the 3 names underneath that would get the key FOBs.

Ms. Varela-Medina: How much is the membership currently?

Ms. Mendoza: Whatever you make it.

Mr. Pelaez: Right.

(At this point several people were talking at one time, and no one conversation could be heard)

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: Scott is trying to find out if there's any section in the rules that limits that to 2 immediate family members.

Mr. Cochran: And I don't see that but, I'll take a look at it, so we can move along I think, unless anyone has anything else.

Mr. Pelaez: Ok.

Ms. Mendoza: On 1.7 just real quick, it also says about, for the annual membership, since you're allowed to add as many minors as you want, are we to confirm that the minor lives on the property, because it says if you want to list your niece and nephew and add them as guests because they're going to be counted as a member of the property. (inaudible comment) I know the immediate family member will confirm that they live on the property to be able to be added but, then for the minors how can we keep track of that or ask for some type of proof for that?

Ms. Duque: Can you repeat that? (inaudible comment)

Ms. Mendoza: So, for annual members, it allows you to add any minors, but can we ask for proof of evidence for the minors who live on the property, because what if they come and put 6 children on that registration form? (inaudible comment)

Mr. Cochran: I mean I think you'd do the same thing you would do with someone who lives in the community, so whatever you do to determine whether a minor lives at that address here, you would do the same thing.

Ms. Duque: How does the HOA do it? Like how does the HOA know who lives at that address?

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Pelaez: Once they get the key FOB, let's say they're 16, and they're going to need to get one, but if they're younger, then no.

Mr. Cochran: I mean when you look at 1.5 it's the same, it just says notwithstanding a minor or person shall not qualify as immediate family unless such person is living with the member or annual member, so it's the same provision, so I think whatever you're doing to say that a minor of the person within the community lives with the member, do the same thing outside the community.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Mendoza: Ok, perfect. So, the next one is the section for the pool, and this is more in general so, if a member were to violate some sort of rule that the clubhouse has in place, are we allowed as club management to ask the resident or the member to leave the premises? I know there's an issue with violations depending on the violation of the rules but, depending on the conflict of the resident as being probably in the pool area or if it's out of control, can we ask the person to leave the facility and if they refuse what would be the next steps, can the police be called and I know it all depends on the situation but if it's escalating can the police be called?

Mr. Cochran: Well, I have to look at all the rules that are pertinent to that, it's not just the pool rules.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: Ok, so under 2.1 it says, the manager shall have reasonable discretion to police the club facilities to maintain proper order of the safe and healthy use of the club facilities. If you're wanting to get law enforcement involved for trespassing or something you probably want a more specific rule that gives you direct authority to ask somebody to leave immediately because the suspension contemplates notice and opportunity to be heard before the suspension becomes effective.

Ms. Duque: And maybe under that 2.1, Scott, add the clubhouse manager has that ability but let's say that happens on a Saturday or a Sunday, and I'm not here or she's not here, and then they can challenge it. (inaudible comment)

Mr. Cochran: So, if you're wanting to try and get law enforcement to come, I think they're going to require something more specific before they're going to come here.

Ms. Duque: (inaudible comment) Right, and the police officer is going to say you need to have the person on site to give them the authority to enforce the trespassing. (inaudible comment)

Ms. Mendoza: So, the trespasser would only be able to, if that person has violated a rule and they're being told to leave because we're asking them to leave at that point. (inaudible comment)

Mr. Cochran: Well, I think if you're going to ask someone to leave for one violation of a rule that doesn't involve, well it says, to maintain proper order in the safe and healthy

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

use of the club facilities, so I don't know what we're talking about if they play a speaker for two seconds and you're saying, you've violated a rule, leave, then I wouldn't feel real good about that but, if they come in with a cooler full of alcohol and are not responding, that's a different thing but, I would say if you want to have a more solid ground to bring in law enforcement to have them take somebody away, if you've asked them to leave, I would probably add something a little more specific in the rules that says that the club manager at the club manager's discretion can ask the member to leave the clubhouse if they are violating one of the rules and regulations, something specific like that I think would be a little bit more clear cut.

Ms. Esquijarosa: And you're saying it's like multiple violations, let's say if someone comes with their cooler, you politely say listen, you cannot have a cooler in here could you please remove the cooler, and then they take it back home and they come back and that would be ok.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: It's kind of up to you, the more specific it is, the more things you have to remember and do and do correctly every time but, generally as long as you treat everybody the same way and you don't discriminate, like you treat the same offense the same way. Like if your informal policy is to give everyone a warning before you get them to do that, then give everyone a warning first, don't warn that person, and then not warn that other person and just say, you're out of here. Like I said, I think mainly for the issue and it might not be, I think this rule has a lot of wiggle room the way it's written but, I think if you specifically, like if you want to be able to make someone leave when they're violating a rule, or they're just being difficult and violating a rule even if it's not necessarily like a safety issue or whatever then you might want something like I said, that the club manager at their sole discretion has the ability to ask anyone to leave the clubhouse if they're violating the rules but, I think then it gets to due process, well, give me a chance to be heard so I think you'd have to at least have something at that moment where they're allowed to explain their situation, you make the determination that could be appealed later but, I don't know what the remedy is since they've already been removed but, it's up to you how you want to run it. The more things you do like kicking people out, doing things like

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

that, the more you open the door for potential annoyance later but, if it's a real problem then you have to deal with it.

Mr. Pelaez: And if it's a real problem and you don't accomplish it, it's also a challenge too.

Mr. Cochran: Yes.

Mr. Pelaez: (inaudible comment) Or like if they are drinking alcohol, the person by the pool, and they don't want to leave and they say, you don't have to worry I'm fine, and then what can the manager do, that's like a scenario that could possibly happen. (inaudible comment)

Ms. Mendoza: (inaudible comment) And then there's one for the rental agreement for the events, there's a section there that talks about the person that's renting for the event, violates any of the mentioned agreements, the club manager can decide to terminate that renter, or let's say for instance, at that moment we tell them hey, you violated such and such rule, you brought alcohol in, or whatever it is, or if they're violating something within that agreement. (inaudible comment)

Ms. Varela-Medina: (inaudible comment)

Ms. Mendoza: Or whatever was to happen, if they're exceeding the maximum capacity that we allow in here. (inaudible comment)

Mr. Cochran: I mean whatever the rules in the agreement say you can do, and obviously if anyone is committing a crime you call law enforcement, if they are violating the terms of the agreement and not fixing it, then I think you can ask them to leave and they don't, then you can call law enforcement.

Ms. Mendoza: Ok.

Ms. Duque: So, is there any change to the words, or would the Board like to add to it, or just keep it as it is and maybe just add, as Scott mentioned, something about the clubhouse manager being able to remove the person or having the sole discretion? (inaudible comment)

Mr. Pelaez: Well, I think by including the manager, I think that would cover that. I think it's already implied in general that if you have a problem with the manager, you would call law enforcement if the problem is not solved. (inaudible comment) So, if they come here, they're going to see, if they're smart enough they're going to see the rules are being broken. (inaudible comment)

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: And we have security officers also. (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Duque: So, I guess just do that on 2.9 with the clubhouse manager at their discretion.

Ms. Mendoza: Ok. So, for the rule, there's been mentioned in regard to the procedures for the weather with the pool being closed, so currently right now I know when it thunders and lightning the pool is closed, that's required by law but, then when it rains, there's nothing mentioned of that. Currently, we close the pool down when it's raining. (inaudible comment) Then we really don't have any rule stating when the pool should be opened again, so what is the procedure when it's thunder and lightning, heavy and rain, and what's the timeframe of when it opens back up because we have had that question. (inaudible comment) I mean if it's just drizzling why do we have to close it, I check the radar and there's no lightning anywhere within a 5-mile radius.

Mr. Pelaez: I think once it's raining, I think it should stay closed until it stops raining. (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Varela-Medina: I think we leave the pool open to the discretion of the club manager.

Mr. Pelaez: Again, it's just about the safety of the residents in the pool.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Cochran: So, I think 2.1 provides one piece of that, 2.8 which deals specifically with hours of operation, I think we can make the same thing because it says the District manager, I think we could add, or club manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time, and that's for the club facilities generally, so I think it could be anything, it could be the gym, it could be the pool, it could be anything. Then under 6.4 it basically just says the pool is officially closed when a closed sign is posted, so I think you have your discretion to vary those hours, close it when necessary, if you put the closed sign on there, it's closed.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: Yes.

Mr. Cochran: So, I think we just add, or club manager there to 2.8 and I think we're good.

Ms. Duque: And do the same thing for 2.1.

Mr. Cochran: Yes.

Ms. Esquijarosa: Ok. So, for the section under fitness center, it's actually section 7.6, personal trainers, I was just pointing out that there's a typo there, providing section 7.3, but when we talked about that last part, I believe that should be 1.6.3, which is the section about personal trainers.

Mr. Cochran: Correct.

Ms. Duque: Right.

Ms. Mendoza: Then the next one, we're going over into the clubhouse rental pricing items.

Ms. Duque: And before you go to that one, can we go back to the annual members because we do not highlight this, and I want to make sure that we add in the date when the card is issued. (inaudible comment) I think there is a typo there too, so this says 1 for the principal member and this should be 3, so a total of 4. Once again, unless we find anything, Scott and I we'll do this again if we find any place where it should be 3, and then also the dues, the amount that is being charged right now to the annual member, I think that's something that needs to be reviewed, and I believe the proposed increase that was given by Mauricio needs to be changed which will have to take place in our new fiscal year, which is coming up on October 1, 2024. (inaudible comment) So, if anyone would like to purchase a membership now before we move forward, they should do it because your membership ends on September 30th and that's it. (inaudible comment) So, the proposal from Mauricio is to increase that to $1,380 for non-residents.

Mr. Pelaez: (inaudible comment) Yes, and again they get to come to events, and utilize everything, including the HOA events and the food and all of that. (inaudible comment)

Mr. Cochran: I mean the way it's really supposed to be set is basically figuring out what the total burden of the community members is for the clubhouse, and it might be more than that, and that amount was obviously just for the first fiscal year, so it's up to you if you want $60, but I don't know if that encompasses everything, like there might be other

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

stuff that's not attributed to that, that also falls under clubhouse. So, really that's the way you're supposed to set it, and this all goes to the fact that it's a public facility, it's a government facility, and you're trying to make it available to the public on the same terms as the people in the community. So, whatever the people in the community are paying for that privilege, the other people can pay as well. So, that encompasses not only the dues part but, if there's additional administrative burdens or things like that, so that's really the way that amount is supposed to be is basically like trying to make it apples to apples, and they don't have to be the same amount.

Mr. Pelaez: So, I'm saying is there a way to calculate that, like how are you figuring that out?

Mr. Cochran: I'm not figuring it out, I'm just saying it's basically up to the District's accounting people to figure out basically what is the portion of the assessments that a member pays that's attributable to the clubhouse.

Ms. Duque: And I can answer that question, so when it comes to the clubhouse dues, only the dues for the clubhouse per unit, and I believe it was $400 and something. So, the gross per unit assessment for the clubhouse is $491.49.

Mr. Cochran: But is that just for O&M or does that include debt?

Ms. Duque: That's only for the O&M.

Mr. Cochran: Ok.

Mr. Pelaez: $491 what?

Ms. Duque: $491.49 and let me give you the amount for the other, then for the clubhouse assessment the gross single-family home per unit is $430, which is the debt portion of it.

Mr. Cochran: Is there anything else other than the O&M and the debt for that, are there any, because aside from just that obviously there's other costs of the District that don't specifically get attributed to the clubhouse. For instance, legal fees, for example, are just charged to the District as a whole but, a lot of the legal work that I do pertains to the clubhouse, and so there's not like a separate allocation for that but, you can account for those other types of expenses, the engineering part, and all those kinds of stuff that the District as a whole gets charged but, that isn't specifically attributed just to the clubhouse, so that's where you have some flexibility to account for those additional expenses for that and additional administrative work that's required to accommodate annual members and

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

stuff. So, where I'm going with this is, you don't just have to say, oh that's the O&M, that's the debt, $905, that's what it is, no you can charge more than that because there's other amounts that the District residents are paying that go towards the clubhouse that aren't captured by just those, so you have to kind of do your best to reasonably approximate that and talking about a $475 difference, I don't know how that goes. Like I said, it really depends on the accounting, and it doesn't have to be like audit-level specific.

Ms. Duque: And just to give you an example Scott, so like when we go to the number that Mauricio gives that he's proposing, $1,380, we have 1,741 units within the District, so that additional $400 if you take into consideration let's say that's how much it costs the District for a year which I think is very low. When it comes to the District engineer, and not only that but let's say we have to make a big change on the pool equipment or any other changes that we might not have the money allocated in the budget under the club but, we do have special projects or contingency under the field that we might need to take the money out of there. So, like even $400 is a very low amount for the additional portion that we do per year. (inaudible comment) Even though it's not on the CDD side, the residents also pay on the HOA side and those payments allow them the benefit of the clubhouse when it comes to events. We do not pay for the food but each resident is paying for the club because once they become members of the club, they are paying for the other public, so the bottom line is the $400 over a year is only $2.30 dollars per home. (inaudible comment)

Mr. Cochran: Yes, so I think with all that, I think the amount that you're proposing sounds more than reasonable with all of that taken into account.

Ms. Mendez: Are we required to have an itemized, like what we just did, and kind of itemize how we came up with this, is that a requirement?

Ms. Duque: If anyone asks, they can contact me, and I'll be more than happy to provide any explanation. (inaudible comment) If we go back to our accounting and try to do due diligence and check how much we have spent for additional work, and other things throughout the fiscal year, I think it's going to be more than that but, once again, it's up to the Board. I don't think increasing $400 when this amount has never been increased, I think the amount is partly routine.

Mr. Cochran: Yes, so there's no specific requirement that you have a detailed breakdown or anything, I think this discussion on the record at the meeting will more than

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

suffice that show that is a reasonable approximate amount, it's not just an arbitrary number that's pulled out of thin air.

Ms. Mendez: And now for the future because you mentioned we haven't made any increases since 2018, is this something that we plan to increase on a yearly basis or this is once every couple of years?

Ms. Duque: I think it goes to the needs of the clubhouse, as their needs go up, we'll do it, we'll increase it yearly or just as an example, if for some reason next year we have to increase our budget because of different needs in the District, let's say specifically in the clubhouse we increase it, and we increase the $491 with change which is what the members are paying right now to $600, I think it's fair to come back and revise that but, if we don't it, and if we don't see the need to change it, I think the Board can look into that amount every year, and we consider if that's fair to increase it or not because it's not fair just to increase it every year just because we want to increase it. As Scott mentioned, we want to make sure that we are fair in that amount.

Ms. Mendez: But that's why I asked because normally you increase it because everything just increases, so it's part of the process of inflation everything increases, so you revisit your budget and say everything has gone up.

Ms. Duque: So, if that happens, and we need to revise the budget, then I guess it's fair to come back to the Board and review it again.

Ms. Mendez: And that's why I asked if we had a formula so then next year if we're faced with this again, and we say let's review, then we say ok last year we did it and this was the formula, it was this, plus this, and then we took into account X, Y and Z, and that X, Y and Z increased over a year, then obviously that would mean that we would increase it. I'm just thinking of a basis, where we start off and how we continue so that we can have a process in place, that we started somewhat, does that make sense?

Ms. Duque: Yes, it does, it's just having the needs that should be year to year, like last year we did the resurfacing of the pool, that was a big project, and the prior year we did the clubhouse renovation, that was a big project, and that's not something we would be doing in the following years, or at least not in the next months.

Mr. Pelaez: Just like when we do the budget, like whatever when we start in March or April of 2025, when we start discussing it again, we might have to increase, again it's going to be a percentage, so that percentage also will probably roll to take into account for

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

this annual membership as well, and then we'll reanalyze that at that point. (inaudible comment)

Mr. Cochran: The other thing is anytime you're going to increase any of those amounts you have to go through this rulemaking process too, so that's the other question is whether it's worth going through that, like if that's the only thing you're going to do, or if no one inquires about an annual membership in a year, maybe it doesn't make sense to like go through that process.

Mr. Pelaez: But I think we'll do the $1,380 and adjust the annual membership to $951.60. (inaudible comment)

Ms. Duque: Right, ok.

Mr. Cochran: So, the new number for the annual member dues residents is $951.60 or $905?

Mr. Pelaez: Annual member club dues are $951.60.

Mr. Cochran: Ok, and then $1,380.

Mr. Pelaez: No, I'm sorry, resident is $951.60, and non-residents is $1,380, effective October 1st.

Mr. Cochran: Ok.

Ms. Mendoza: So, the next one would be for the package of the event projects, that's the one with the pink tab. So, under the south terrace it would be a $100 rental fee, normally the other areas it says a non-refundable fee, so this one does not say a non-refundable fee. (inaudible comment) So, the amount of rentals that the clubhouse gets, I would say that almost every weekend it's rented, so Fridays, Saturdays, and Sundays. (inaudible comment)

Mr. Pelaez: (inaudible comment) So, basically it's $395 to rent that area.

Ms. Mendoza: Yes, so that's the initial price.

Mr. Pelaez: Right.

Ms. Mendoza: (inaudible comment) Are there any questions on the price? Alright, so then for the second page, it basically says, you can see for events that last beyond 6:00 p.m. a guard must be present from 6:00 p.m. until the event ends, and a guard fee of $45 per hour is charged. So, the question here is, my understanding is that, and I know the current procedure is that in the event passes beyond 8:00 p.m. that's when they have to start paying for the additional guard because there's no front desk present.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Pelaez: No, but that's if there's alcohol, so if there's alcohol the guard has to be paid for the event until the end.

Ms. Mendoza: Yes, but let's say, I assume a guard has to be present at all times, and a guard fee of $45 per hour will be charged as long as the guard is present for events that last beyond 6:00 p.m. So, I'm assuming whether there's alcohol or not. (inaudible comment) But if the event is going past 6:00 p.m. then they have to get a guard. (inaudible comment)

Ms. Pelaez: So, we already know they need a guard if there's alcohol but, what you're saying is if there's an evening event from 8:00 to 12:00, then they need a guard because it's passed 6:00 p.m.

Ms. Mendoza: Well, right now, it's a guard after 8:00 because the front desk leaves at 8:00 but, here it says after 6:00 p.m

Mr. Pelaez: So, what we're saying though, I know you're saying to change it to 8:00 o'clock but, there's only the guard that needs to really be hired for any evening event, with alcohol or without alcohol based on this.

Ms. Mendoza: Yes, but here, I'm not sure why it would be 6:00.

Mr. Cochran: It might have been that the club hours might have been 8:00 to 6:00 or something, so I'm just saying theoretically it could have been that the club hours used to end at 6:00 and they got pushed back to 8:00 p.m., and then this wasn't changed at that time.

Mr. Pelaez: So, if there's an event from 4:00 to 8:00 with no alcohol, there's no guard needed to be hired, so this would need to be changed to 8:00 p.m.

Ms. Mendoza: Yes.

Mr. Pelaez: But if there's a party from 5:00 to 12:00, then they need a guard, starting at 8:00.

Ms. Mendoza: Perfect. (inaudible comment) So, if the event ends at 12:00 but, they have a one-hour cleanup, then the guard has to stay here for that one hour of cleanup so they'll be charged for that additional hour while they do their cleaning. So, then the next one would be on the day passes, and that would be under "Y", so this is regarding the bounce houses. (inaudible comment) So, then the question is, and the reason why I brought it up in this section, was because we have a resident who would like to rent out the area, and she would like to have a play area, so that involves this, and here are some

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

example pictures. (inaudible comment) So, just kind of it's her 1-year birthday party and she wants to be able to go ahead and rent out and have this area set up as a play area, which varies with the design. (inaudible comment) So, the question is would we allow this type of play structure to be brought in? Our rule right now only mentions that bounce houses are not allowed to be permitted but, I think that Scott had mentioned that this is something that would be up to your discretion to consider maybe additional play structures or if we would even allow that.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: Ok, so then I think it's just more likely, let's say that someone wants to bring a rock-climbing wall.

Ms. Duque: And this is the answer that was given in the email which is pretty much what we discussed for other scenarios was the discretion of the clubhouse manager. (inaudible comment)

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: Another thing that Scott mentioned was also like who is going to be requesting insurance, if they were to bring in any third-party vendor requesting permission to bring any equipment in that the vendor provide insurance.

Mr. Cochran: Well, I think you would add the District as an additional insured, and do a hold harmless clause, like if they're going to use a third-party vendor to do something here, that would be additional protection for the District.

Ms. Mendoza: Ok, and then the hold harmless agreement is that something that we provide them to sign?

Mr. Cochran: Yes, I could prepare it and it could just be like a form that they would sign.

Ms. Mendoza: Ok. (inaudible comment)

Mr. Cochran: And it would require some coordination because whoever the member is that's renting it that could just be a question during that process, I mean, I don't know, like you could handle it however you want, you could ask them if they're planning on

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

doing that, and if so, then they need to do this. So, if you're going to make it a requirement it needs to go in the rules but, it's up to you whether you guys want to do that.

Mr. Pelaez: (inaudible comment)

Ms. Mendoza: Then the next one was the charge for membership but, we discussed that already about the annual membership amount. (inaudible comment) So, that's all I have for the rules, now on the club report, one of the items that being mentioned under the action plan/project summary is the repainting of the lockers in the gym area in the women's and men's locker room. So, I know that this project was kind of put on hold, I just wanted you to understand the scope of work , what it would take if we are able to repaint those lockers, as well as the concern that we even need the lockers, or do we need that many lockers, so this is something that we would maybe want to consider moving forward.

Mr. Pelaez: Well, in the men's room we have like 20 lockers, and they're these metal things that are sitting in the corner, and they look terrible, I would say.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Pelaez: I would rather see a hook or something like that because these lockers stay open half the time, they're metal.

Ms. Duque: (inaudible comment) Maybe you could just have one or two there for people who are showering or whatever, and if you see that it's not being used then you remove them all, I mean you could remove like a portion of it.

(At this point several people were talking at one time, and no one conversation could be heard)

Ms. Mendoza: So, basically it's the same amount in the women's as the men's is just the women's is one full wall, and then in the men's they're facing each other.

Mr. Pelaez: Well, at least getting rid of this row completely.

Ms. Mendoza: Ok, so they just need to be touched up, they need to be painted, but that would be, then I have a question if we were to just have one row, then would we want to look into maybe a different style of lockers because I've seen them at the gym, they're a locker on the bottom and at the top they have hooks, so maybe a different style that would accommodate the hooks and then maybe just 4 lockers at the bottom area.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Pelaez: Well, maybe you can get rid of this one and then explore some options.

Ms. Mendoza: Ok, so we'll start with removing one from each locker room. (inaudible comment)

Ms. Duque: If we do that, that means you will need to dispose of the current ones, so I will need a motion to declare them excess property.

> On MOTION by Mr. Pelaez seconded by Ms. Calero with all in favor, declaring the gym lockers as excess surplus property and authorizing staff to dispose of them were approved.

Ms. Mendoza: Then the last item was just talking about our hospitality and social events. So, for the month of June, we continued to have the fitness classes with bootcamp every Monday and Wednesday at 6:30 p.m., they continue to be well attended by the residents. Then for June, we had a national Donut Day and Father's Day event. Then on the 4th of July, we hosted the independence celebration on the 4th of July which was a very good turnout, a lot of residents attended the event. (inaudible comment) As we discussed, the association would be the one that will be taking up the costs for all upcoming events.

Ms. Duque: Like in terms of the budget on what would we spend for this fiscal year, we need to be very conservative for a couple of months, meaning there's a line item for this but, still we talked about it and the HOA is going to be the one providing for those other costs. (inaudible comment) So, we need to be very conservative with the line item.

Ms. Mendoza: So, I'll provide you guys with more pictures for it next month.

Ms. Duque: Then the only additional thing I have for you is, let's talk to Tony about the hedge in the back of the club, it was brought to my attention by one of the Supervisors, Mauricio that we need to look into the hedge in the back. (inaudible comment) So, let's just look into that and talk to Tony about that.

Ms. Mendoza: Ok.

Ms. Duque: Are there any questions for Jennifer? Not hearing any, thank you so much, Jennifer.

Ms. Mendoza: Thank you.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

D. Field Manager

1) Monthly Report

2) Discussion of Tree Hat-Racking at SW 112th Court

Ms. Duque: Let's move then to field manager report, Jesus.

Mr. Lorenzo: Thank you. So, for the sake of time, I'll just skip to the report, and you'll see a bunch of before and after pictures that have been done throughout the community, I'm not going to bore you with the details but, if you do have questions feel free to ask me. Does anybody have any questions before I start? So, the hedges blocking visibility throughout the District have been done, so that was addressed. We went through the whole District to make sure and they've all been addressed, instead of putting new hedges or lower hedges, Juliana came up with the idea of just putting sod instead. Then the new bougainvillea plants were installed on 113th Court, and you'll see a picture there on page 55, we are just on page 54 before. Now moving on to page 60, the bougainvillea hedge that was installed there on 232nd Terrace, the fence repair was with FCC because FCC was the one to complete fence installation. I'm sure that's something that Juliana and I can discuss to get done, and then last but not least, or actually before that, we're working with FPL to figure out if we can get the light post added to the Special Taxing District, unfortunately, I was trying to have an answer for you guys by this meeting but, there was some discrepancy with 239th Lane being a private road, and they're still discussing that with their supervisor but, the supervisor is out of town until tomorrow, so hopefully they'll be reaching out to me, and they've been very communicative which has been great. Then I think that's it with the exception of the units, just to give you guys an update, the clubhouse encroachment has already been taken care of, they cut the concrete, so that's done. Scott already mentioned he sent the notice in regard to the roundabout to collect what is owed, and then the hat-racking which David was here but he had to go, he wanted to see if we could push it to the next meeting. We have a letter on page 68 from the arborist from BrightView with regards to the tree, you'll see that on pages 68 and 69. Then we have three different options, he had mentioned the Bismarck palms being a nuisance as well, so you'll see that proposal on page 70, and to do that work it was $10,286. I went over these estimates with him, so I told him we have other options because we did our due diligence with BrightView to come up with something reasonable as well, although he did hat-rack the trees and they need to be replaced. So, to put the same exact tree which would be a black olive, would be $2,841 and eventually it's going to create the same

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

leaves, and create the same issue over time if he's still living in the property, and if that pool is still there, so we came up with another idea as well, an orange Geiger tree which would be $3,074, and that's something he would have to pay and the District would just have BrightView do the work on our behalf but, the homeowner would have to pay for this, so he wanted to see if we could bring it up at the next meeting.

Mr. Pelaez: But here we can bring it up at this meeting.

Mr. Lorenzo: Correct.

Ms. Duque: So, let's take one step back, so I talked to BrightView because they have a certified arborist and she's also a horticulturist, and she has like a lot of landscaping designs and she's a plant lover, and her name is Corine Ferre, she's amazing, I do like her a lot when it comes to giving us some feedback about certain plant material. So, I did request BrightView to provide us with a letter letting us know the status of the tree so that we can keep that for the records of the District. Then pretty much in conclusion where she says, what this resident did which is the hat-racking, stresses the trees, leads to decay, leads to sunburn due to the lack of foliage, leads to unacceptable risk, and makes the tree ugly. She also says as an additional note, all certified arborists had to take an oath never to alter the natural shape of the tree to get licensed. So, I think it's very important to have that for our reference because as I mentioned to you, we had faced a couple of years ago when the District received a fine, even though we did not touch that tree, the resident hat-racked that tree and because it was on CDD property Miami-Dade County fined the District. So, I just wanted to make sure that if anything happens, we can always go back to this particular resident. Then the proposals that were presented by Jesus already shows the different trees that can be the same one or a different one, it also shows a proposal that removes the two black olive trees and installs the Bismarck palms. The resident was here earlier, you might have seen him, David, and then he left, so it's up to the Board, I think he approached us and he was asking Jesus to see if we can discuss this item at the next meeting but, it's up to the Board to let us know what you would like to do.

Mr. Pelaez: So, I don't think we need to delay it another 30 days because every time we delay it that just takes this process even longer, and we have those trees like they are, and I think it needs to be fixed. So, three proposals, forgetting about the cost, these are our best options, and why, so do we have these other tree options, like along 112th, so

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

we're just putting something in just to fill it in with something totally different if we went with the $2,800 one or the $3,000 one. So, the orange Geiger, so how does that relate to what we already have on 112th, or is it going to be an eyesore and stick out?

Mr. Lorenzo: What you have on 112th are a lot of black olives and bismarcks. Are you going to be able to tell that there's two orange geiger's there, it might look a little bit different in the beginning it won't.

Mr. Pelaez: Especially the orange Geiger, those are going to stand out the most from the black olive or the bismarck palms.

Mr. Lorenzo: Correct.

Mr. Pelaez: Those would be the closest to the option.

Mr. Lorenzo: Yes, however, over time maybe the leaves won't shed as much with the Geiger one.

Mr. Pelaez: Well, we have no orange geiger there currently.

Mr. Lorenzo: Right.

Mr. Pelaez: So, I don't think that would be an option.

Ms. Varela-Medina: So, the two trees that are stumps, they will be completely removed and in the same spot, not even an inch to the side, or a foot to the side.

Mr. Lorenzo: Maybe a little bit to the left or to the right.

Ms. Varela-Medina: Ok, so it's two new trees then.

Mr. Lorenzo: Yes, two new trees, which you currently have, the ones that he hat-racked were black olive trees.

Ms. Varela-Medina: And how far away are they from his fence again?

Mr. Lorenzo: 15 or 20 feet.

Ms. Duque: No from the main fence.

Mr. Lorenzo: So maybe like 10 or 12 feet because it's on a berm, so maybe 8 or 10 feet.

Ms. Varela-Medina: Ok.

Mr. Pelaez: So, apples to apples would be the $2,800 estimate besides size and all that, it's been years and it's growing and all of that.

Mr. Lorenzo: Correct, and it is a 25-gallon tree.

Ms. Duque: Correct.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Pelaez: So, I think we should go with apples to apples, so it doesn't look like we're just coming up with now we just want a nice bismarck palm because that would be nice to have those there too but, it's a big price difference but, if we're going with apples to apples, I think the price is very reasonable that they gave for that project, so that's my opinion.

Mr. Lorenzo: Ok, so that's on page 71, the one for $2,841.61.

Ms. Varela-Medina: So, olive trees again.

Ms. Calero: Olive trees, yes.

Mr. Lorenzo: Correct, and it will take time for it to establish and start shedding the leaves and we can trim them.

Mr. Pelaez: So, the last thing is, when they put these in, so they're going to secure it and all of that, is there any maintenance that the District is going to incur, like do they have to put the wood on it, do they have to come back, are we going to get charged for anything, or is this it, it's a done deal.

Mr. Lorenzo: It includes all the material to secure the tree.

Mr. Pelaez: And then they're going to come back and take it off at the end of the time, we're not going to get an invoice for that or anything else?

Ms. Duque: No.

Mr. Lorenzo: It includes the 3 weeks of watering, 3 times a week, and the materials to secure the tree.

Mr. Pelaez: I think that's more than reasonable for what he did, it's not a huge price tag.

Mr. Lorenzo: Right.

Mr. Pelaez: So, now how do we go to start this and how to collect from him, how does all that work because we go back to the exact same thing of collecting, and then they don't want to pay and all of that, so what are the options that we can do?

Ms. Duque: I think it's the same way that we have already, we have to treat it the same way like we did before Mauricio.

Mr. Lorenzo: Right, so send a letter with all this information, and give them an opportunity, and ultimatum, 30 days to pay or 15 days.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: What we have done in the past for all of the other cases, and he asked the Board if we would plant the same tree because in the future it's going to create the same issue.

Mr. Lorenzo: Correct.

Mr. Pelaez: He could put the Bismarck palm if he wants to, I mean I guess he could have the option of either quote to be fair.

Ms. Macias: Just a question, the homeowner has access to all these three quotes, is this disclosed to them, so that he could perhaps make a choice?

Mr. Pelaez: No, he doesn't make the choice, the Board makes the choice on this one.

Ms. Macias: Ok.

Ms. Duque: And I think that's what Mauricio said, that the $2,841 is the same trees but, the $10,266 would be to install the bismarck palms, and that would be consistent as to what we have in our community. So, I guess the Board can motion to go either way, giving the option to pick one or the other one, send a letter giving the amount, and do what we have always done for all the other cases.

Mr. Pelaez: I mean I think that's a great option but, then I know what's going to happen is he's going to think about it, how long are we going to give him, we're going to go through all this process but, if we want to set something up, hey, we're going to let you know in 30 days, I don't think that's going to work, I think this needs to happen within the next few days, so if we want to give him a deadline until Friday, he can make a decision on which ones he wants to go with.

Ms. Duque: And then if we don't have a decision by Friday we go with black olives.

Mr. Pelaez: Yes, then we go with the $2,841 quote.

Mr. Lorenzo: And he'll have 15 days to pay.

Mr. Pelaez: Right, 15 days to pay.

Ms. Duque: Ok so 15 days to pay, he has until Friday, which is July 12th, the end of business day.

Mr. Pelaez: Yes.

Ms. Duque: And then if not, we'll go with the $2,841.61 quote.

Mr. Pelaez: And he has 15 days to reimburse the District from the 12th.

Ms. Duque: Ok, so 15 days from the 12th.

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Mr. Pelaez: Right, so 15 days from the 12th.

Mr. Lorenzo: And the options are not the orange geiger, just the black olives or the Bismarck, ok.

Mr. Pelaez: So, then my next question is, if a homeowner owns the District money, can they be suspended temporarily for not paying? Since that other homeowner owes us the money, we've been at this for a couple of months already, so I think he should be temporarily suspended until this is resolved.

Ms. Varela-Medina: Are we doing the same with the guy that did the turf?

Mr. Pelaez: So, the guy with the turf is the one that I'm talking about, there's two people that owe money right now, which is the turf, and one is a non-resident, non-member, so that's the other thing, but the one that is a resident.

Ms. Calero: So, we would send him a letter letting him know or we just disable his pass?

Ms. Duque: No, we need to provide him with a letter.

Ms. Calero: Ok, good.

Ms. Duque: So, I need a motion from the Board to suspend the rights of I believe his name is Andrew, and what's the address of the property?

Mr. Lorenzo: Yes, I can give you the address, it's 23715 SW 114th Place.

Mr. Pelaez: So, I make a motion to suspend his rights until he pays.

> On MOTION by Mr. Pelaez seconded by Mr. Calero with all in favor, authorizing staff to send a letter to the owner at 23715 SW 114th Place informing him he has 15 days to pay the amount to remove and replace the two black olive trees that were hat-racked and that his rights have been temporarily suspended until payment is received was approved.

Ms. Duque: Anything else Jesus?

Mr. Lorenzo: That's it for me unless you guys have any questions.

Ms. Duque: Do I have any questions for Jesus from the Board? Not hearing any we can move on.

E) CDD Manager

Docusign Envelope ID: FF5AC9AA-A7A1-41ED-8448-85903CF3102C

Ms. Duque: Under the CDD manager, I don't have anything additional to report, just a reminder to do your ethics training, remember you have until December 31st to finalize the ethics training. I have sent you an email with the memorandum that has links, and you can click on those links and then it will take you right there. That's all I have.

SIXTH ORDER OF BUSINESS Financial Reports

A. Approval of Check Register
B. Acceptance of Unaudited Financials

Ms. Duque: Let's move forward then to the financial reports, tab A is the approval of the check register, and tab B is the acceptance of the unaudited financials. Unless there are any questions, a motion to approve them will take place.

> On MOTION by Mr. Pelaez seconded by Ms. Calero with all in favor, the Check Register, and the Unaudited Financials were approved.

SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Ms. Duque: Are there any Supervisor's requests? Not hearing any, there is no audience present for any comments.

EIGHTH ORDER OF BUSINESS Adjournment

Ms. Duque: A motion to adjourn will take place.

> On MOTION by Ms. Varela-Medina seconded by Ms. Calero with all in favor, the meeting was adjourned.

DocuSigned by:
63215D558947430...
Secretary / Assistant Secretary

Signed by:
6E99AA5F2CC548F...
Chairman / Vice Chairman