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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, August 13, 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

Also present were:

Juliana Duque	District Manager
Jesus Lorenzo	Governmental Management Services
Scott Cochran	District Counsel
Anelis Esquijarosa	KWPM
Oscar Borras	KWPM (by phone)
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 July 19, 2024 Meeting

Ms. Duque: The next item is the approval of the minutes of the July 19, 2024 meeting. This is the moment to present any additions, corrections, or deletions. I received two typo corrections from the District attorney, page 9, third paragraph, and it's the third sentence, it says, so you can "c", that word should be "contract", and then on page 18, it's under attorney, the third paragraph towards the end of that paragraph, it

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should say, so they're kind of inbetween. That's it, do I have any other comments, deletions, or corrections? Not hearing any, is there a motion to approve the minutes with those changes?

On MOTION by Mr. Pelaez seconded by Ms. Varela-Medina with all in favor, the Minutes of the July 19, 2024 Meeting with the indicated changes were approved.

THIRD ORDER OF BUSINESS Consideration of Accident/Claim with United Automobile Insurance Company

Ms. Duque: The next item is consideration of the accident/claim with United Automobile Insurance Company. So, as you can see on the set of documents that we have received there is a letter that was sent to the office of our District attorney. The letter is telling the District attorney that they are prepared to offer $7,182.85 in an effort to settle the claim. They have also included the property damage release form. If the Board decides to move forward with this offer, we will need to sign this document too, and once again it's for the Board to discuss this item and let us know how you would like to proceed. Just to remind the Board of Supervisor this was related to the prior accident that we had at 240th and 112th Court, we had to repair the landscape, as well as the monument, and they were involved in that accident. My recommendation to the Board, I think it would be wise to take this offer even though it does not cover the full amount of the repairs.

Ms. Varela-Medina: Remind me how much he has in his policy?

Mr. Duque: It's like less than half.

Mr. Cochran: And let me just provide a little more context too, so this was the situation where we're having trouble transacting with the insurance company, and then we reached out to the individual, sent the individual letters and we didn't get any response to that. I was eventually able to reach the general counsel for the insurance company, went through him, he put me in touch with an adjuster and so we finally get here. The property damage limits on his policy are $10,000 so that's the most they would pay out under any circumstances. What they have included with the release in the letter, and I don't know if it's an in house appraiser or a contractor that does appraisals for them

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but, their appraiser prepared that report basically giving a pretty specific itemization of everything and what he determined was the value to repair the situation. Obviously, it doesn't make the District whole because we spent $16,000 and change, so I just wanted to give you that background, and then with this release the effect of it would be, they're not going to pay it out without getting a release of their insured, so the release would release the insurance company, as well as the driver and couple of other people who I guess are Honda Lease Trust that probably owns the vehicle. So that would be the effect of it and the options would basically be if you don't accept it, you're going to have to go after the individual but, like I said the cap that you're probably going to get is $10,000. Another option could be if you have somebody look at the appraisal report and say, hey they got this wrong, they got that wrong, can you bump it up some, that's an option. The other option is just to take it and say, you know what, we did as well as we could, and we got something out of it. So, those are kind of the options, it's unfortunate but, that's the reality of people not having a high amount of insurance in the state, and the insurance company is obviously trying to reduce the amount of their settlement.

Mr. Pelaez: I think it's fair, I think instead of incurring more legal fees and trying to go back and forth, I think it's fair.

Ms. Duque: Ok, so do I have a motion made by Maurico?

Mr. Pelaez: Yes, motion made by Mauricio for approval and to release them.

> On MOTION by Mr. Pelaez seconded by Ms. Macias with all in favor, accepting the accident/claim with United Automobile Insurance Company and releasing them as well was approved.

Ms. Duque: And once again Scott, thank you so much for your due diligence and work on this. (inaudible comment)

Mr. Cochran: Sure.

FOURTH ORDER OF BUSINESS — Discussion of Architectural Modification Application 11331 SW 240 LN

Ms. Duque: Let's move forward to the discussion of the architectural modification application, this is for 11331 SW 240th Lane. So, as you can see from the documents that were attached to your agenda, and the additional ones that I printed and provided to

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you, we received an email from Alian Arochena, the email was also sent to your HOA, and it is our understanding that they did not apply to install in ground swimming pool on this property, the property on SW 240th Lane. Now, they are requesting the Board of Supervisors to allow them to access their property using CDD property. As you can see in the pictures that are also attached to the documentation, they are not part of your agenda, because we just received this email from Monica later and the agenda was already sent out, but you can see the section that she is showing in the pictures and this will be the fence, and this is their fence so they will be accessing this property in this section, in this area. Now, there is also, and you can see from the outside, there is also a main road in that section, and that road is not owned by the District, so I'm assuming the Board would like to discuss it but, I believe they also need to get the necessary permits with Miami-Dade County if they're planning to work on the road and sidewalk, so I think that's something that is important for the HOA to have in mind as well. So, it's up to the Board to let me know how you would like proceed, and if that's the case, and you believe that you would allow her to use the CDD property, I think we need to draft an agreement with the District attorney. (inaudible comment)

Ms. Varela-Medina: So, the grass is CDD, but the sidewalk and the street is not?

Ms. Duque: That is correct, yes, this 240th Lane, that's a Miami-Dade County roadway.

Mr. Pelaez: I know they're probably trying to access so that they can dig the hole, because they usually have a big machine that comes in to do that, so I can understand that, and I'm ok with that as long as there's an agreement but, I also know that these pool companies take forever and a day to finish a pool. So, I think as part of the agreement, they can open the fence, use the area to dig the hole but, some of the stuff they can do from the front and the side of the house so this doesn't stay exposed and limit the grass damage to build the pool would be my opinion because once they dig the hole everything else can come through the front and the side of your house, so it doesn't need to stay out there like for 6 months that they're building and that's going to look terrible for that amount of time. So, the shortest amount of time, 30 days or something I'm ok with that but, not 6 months.

Ms. Calero: We can have a timeline of how long that process would take, and what we're willing to allow.

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Ms. Duque: I know that she already has the vendor that's going to be working on the pool, kind of the first phase, he started working on the pool

Ms. Mendoza: So, she got a pool vendor to provide all the information for the liability insurance, and she was given 120 days from the date that she received the quote from the vendor so, she has 120 from August 4th I believe when the letter was sent out.

Ms. Duque: To start the work or to complete it?

Mr. Mendoza: To start and complete the work, basically the whole job needs to be done within 120 days.

Mr. Pelaez: Now, from my understanding if there's a delay they would have to ask for an extension and so forth, pool contractors permitting, it could go past 120 days.

Ms. Mendoza: Correct, if there's any sort of delay, they would reach out to us depending on what the delay is, we would ask them what's the week you would get the permitting, pending inspections of when they would come out and take a look at it, or any given reason we would look into that and provide a certain amount of time.

Mr. Pelaez: So, I think from the time they dig the hole and extend it to give them 45 days maximum that they would need for this portion to restore it because everything else is, the concrete is poured in with a pipe anyway, so it's really digging the hole, so I would say 45 days from the time they start to restore it.

Ms. Duque: So, 45 days, so I do have a motion?

Mr. Pelaez: Yes, motion by Mauricio.

Mr. Duque: To approve the request, also enter into an agreement with the resident authorizing Scott to work on that agreement, and they will have 45 days to use CDD property starting from the day they start digging.

Mr. Pelaez: Now, I don't know about the agreement we're giving them 45 days but, maybe we can include some verbiage where if we have to restore it because they're taking too long to restore it, and we just have to get the job done.

Mr. Cochran: Yes, typically we call it like a temporary license agreement, it allows them to access the property to do what they're going to do and it has the provisions where they basically have to restore it to the condition it was and if they don't do that and the District does it and they're responsible to pay for that.

Ms. Duque: So, Scott, Jesus is bringing up a good point, are we doing it so that they will restore CDD and bring in the grass, and this is open for the Board, or do you

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want the CDD to restore the property and they will pay to the District, how do you think we should do that?

Mr. Cochran: Right, I was going to say, that's a question for the Board, I know he was talking about having them do it but, I know there's a concern as to what if they use a different caliber of vendor than the District would use and it's not up to the District's standards.

Mr. Pelaez: I think it's a good point, I think we should have our vendor restore the area, and they would pay for the grass and all that.

Ms. Macias: So, we would have to give them during the agreement this license agreement that you speak of, letting them know what the cost will be that they'll incur?

Mr. Pelaez: We just wouldn't know the cost would be the issue.

Mr. Cochran: Well, we wouldn't know what the cost will be because that depends on what they do to the property, so you can't really know until they actually do it. I mean the key is whatever it would cost the District to restore the District property to the condition that it was in prior to that work, that's what they're responsible for, and when that time comes obviously we can provide them with the estimate and all that kind of stuff and photos, I would say certainly we'll be documenting the condition of it before and after and all of that, but yes, it up to you guys how you want to do that piece of it because there will be an agreement.

Ms. Duque: So, you would like the District vendor to restore the area?

Mr. Pelaez: Correct.

Ms. Duque: Ok, so once again I have the motion by Mauricio and the Board will allow 45 days to the resident to use CDD property, they will need to pay back to the District for the damages the turf, and we will use the District vendor to do the restore the area, and authorizing District staff to draft the agreement.

On MOTION by Mr. Pelaez seconded by Ms. Varela-Medina with all in favor, accepting the architectural modification application for 11331 SW 240th Lane to build an in ground pool, allowing their vendor to use District property for 45 days and to reimburse the District to restore the turf back to its original condition using the District vendor and also authorizing District staff to draft a temporary license agreement was approved.

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

Ms. Duque: Ok, let's move forward then, once again you have Mr. David Andreu, resident at 2321 SW 112th Court, and you also have received a set of documents and they are not a part of the agenda because I received those documents on Friday after the agenda went out. So, just to bring back to the Board of Supervisors a little bit of information to refresh your memory, what took place here is, those are the trees that were trimmed or hacked on CDD property. We did the inspection of the District's easement and we determined as per the letter that was also sent by Corrine from BrightView, an arborist, those trees were what they call hat racked and this work was not authorized by the District. We had Mr. Andreu at a couple of meetings, I would say one meeting by person and the other meeting he came but, he left early so the Board couldn't talk with him, and during the last meeting the Board of Supervisors were presented some options to restore the area. There were two options discussed by the Board and approved by the Board were sent to Mr. Andreu and he appealed to that decision, that's why Mr. Andreu is here today. Now, it's important for the Board to know is that in the email that is attached to the set of documents that you have, I received communication from Mr. Andreu saying the has reached out to Miami-Dade County already, and that he was willing to work on the availability of the trees with Miami-Dade County, and that the county told him that there is process that he can go through to do that so, I was wondering about that process and how that is going to be done, so I requested him to provide me with that set of documents and what I received on Friday is that pretty much Miami-Dade County said that a tree removal permit application is done, which we already know how that works, we do that with our vendors all the time, and there is a set of pictures attached which show the status of the tree right now, but once again, it was already hat racked. So, the tree itself, I don't know if Miami-Dade County knows the status of the tree, that's why I don't believe, and Mr. Andreu will correct me if I'm wrong, I do not believe a permit has been authorized by the county.

Mr. Andreu: No, not yet.

Ms. Duque: And nothing has been submitted to the county.

Mr. Andreu: Exactly.

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Ms. Duque: And that's why I asked him, according to what he sent it seems like there was some exchange of information in communication but, that's just my understanding of the general information about what he needs to do to remove a tree. So, it's for the Board of Supervisors to let us know how you would like to proceed in this case, and Mr. Andreu I believe wanted to add something else for the Board to consider.

Mr. Pelaez: Well, we had already said, we had already fixed two different styles previously and to continue with the same type of trees that we had on the Avenue, and we also determined that we're not going to start removing trees on 112th Avenue.

A resident: Excuse me, can I say something? So, I brought these pictures because I remembered you guys had problems in other places with these trees. (inaudible comment) So, we wanted to bring these pictures, and you're going to be able to see how it looks without the trees, and then here you can see with the trees, and we just wanted to show you how you can really tell the difference from the exterior and we wanted to make sure of that because that's when the new tree would cause the same problem when they would grow back.

Mr. Andreu: (inaudible comment)

Mr. Pelaez: But they could have been trimmed, just the ones that were going over into your yard.

Mr. Andreu: I have been doing that for years. (inaudible comment)

A resident: I wanted to discuss with those photos, I wanted to show you that I remember you guys having a problem, oh you can't pass on the street, it's not going to look good, it's not going to look the same, and then when we found out that we can go through this process with county, obviously, we get a fine and we paid it but, since can deal with the trees directly I really want that option because if you plant the same tree you're going to have the same problem.

Mr. Andreu: Excuse me, can everyone hear me, I'm not sure if this is working, oh yes it is, so I've been doing some research and it's the county, and I went through that process when we weren't sure but, it was easy to look into and we made some calls, and just did our homework on what the best way to kind of avoid any damage to our property that's been continuing, and I think the key thing that we ran into was some misguidance from the HOA, which was being able to speak with the Board itself to kind of clarify the situation. (inaudible comment) According to the county I just think that the affirmation

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that I wasn't aware the CDD already had the application but, we filled it out and everything is in there, and I don't need to describe all the details. (inaudible comment)

Ms. Duque: But just so you know they are requesting the signature, and this is Juliana again, it's because this is District property, so they will not authorize you to remove those trees because they are on CDD property. Now, there is a couple of questions here, and I believe the Board is aware of this and just started to review this to make a decision. So, I guess the point you were presenting to the Board and they are planning to remove the two trees behind the ones that are close to the property, that's why she wanted to show the Board the picture of the front of the trees, that's how it looks from SW 112th, and that's in terms of the look of the property. So, I don't know how the Board feels about that, but the other item that is important to mention is those two trees that are going to be removed, if the Board authorizes them to move forward with the process, even getting the signatures and entering into an agreement, that everything needs to be done as per the CDD parameters. So, there's a berm, and the reason for the berm is because that also protects the property from flooding issues, there is a reason why that berm is there, so we need to make sure that's maintained too, you cannot just dig and then you're going to have that, we need to make sure that is not going to suffer and that's important too. Then item number three is, if those two trees are removed because they're different with Miami-Dade County, in another section, but it's CDD property new trees will need to be planted, and they do need to be planted in either the same area or another area within the District so, that is also important and I want to make sure that we're all on the same page and we understand the process of this scope of work.

Mr. Andreu: And can I just ask a question, my only question would be when you mentioned the tree replacement, you mentioned that the trees have to be replaced on that specific spot or just anywhere on CDD property.

Ms. Duque: Correct, it can be replaced in any other area within the boundaries of the District, and we can decide where they can be planted, that is correct.

A resident: Thank you so much.

Ms. Duque: But just so you know depending on the canopy of the tree, and you have not been present at the meetings but, so you know an arborist from Miami-Dade

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County will come and will check on the tree, the tree was hat racked so this can potentially lead to a violation.

Mr. Andreu: Right, and that was the biggest time when we were a little confused with the HOA advice, and I'm not sure this is even a question for the HOA or the CDD, but they said if the tree is about 8' you can do it. (inaudible comment) So, several times we wanted to confirm that because we ran into the issue where apparently that wasn't the right course of action but, then when we looked into it, it seems like there is actually a process that the county has. (inaudible comment)

Ms. Duque: Yes, they do, and I'm not sure of the fee but, that's why I wanted to discuss this because normally they do it by the height, and they have what is called a canopy umbrella, and that umbrella shows the extent and normally it's double the canopy of the tree that you are removing that you need to plant but, since this was hat racked what they do is they actually measure the trunk of the tree and that will give you the different type of tree that you can plant. Once again, I just want to make sure we're all talking about the same thing, and what could possibly be happen if the Board moves forward with it, the District will probably receive a fine because it's on District property so we want to make sure you receive the fine just as if District would receive that fine.

Mr. Pelaez: And I thought we already talked about this where we were going to I guess remove and put the trees in, and solve this whole thing.

Ms. Duque: Yes, I think Mauricio the reason why they're appealing right now, why they're bringing this to your attention, is just that they wanted to remove the trees, be responsible for the removal of the trees, they will pay also for buying the new trees, whatever Miami-Dade County is requesting but, the portion that the Board has not discussed is the appearance of the District on the outside, the concern was if you remove the trees, which there is not only those two trees but there is other trees, it's going to look completely different, and the Board talked about this in the past meeting said we want to make sure we keep the same trees, at least similar to the trees that we have and number two, the appearance of the District on the outside, we don't want that to suddenly be hole, and that's why she brought the picture to your attention so you can see those two trees are in the back from 112th, when you're driving down 112th, you do not see a difference in terms of the look or the appearance of the District, I think that's also why she is bringing that to your attention. (inaudible comment)

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Mr. Pelaez: So, the deal was removing those two and then just putting another style so that way the same problem wouldn't happen again by putting the same type of tree.

A resident: Yes. (inaudible comment)

Mr. Pelaez: But I think the other trees that we're investigating were not like that, they were a different style but, still goes with what's on 112th, instead of like a whole other brand new tree.

Ms. Duque: And the problem Mauricio is that, just so the Board knows too, that those were the trees that were planted by the developer, so when you're going to replace a tree that is this old, you cannot just come and put whatever plant you want, Miami-Dade County dictates what's appropriate. They will give you options, but they dictate what type of trees you can plant.

Mr. Andreu: There's another plant but, I don't know the name but, I'm really sorry about all the interruptions, I think one of the main things that I spoke about with the county is they did mention that there should be a process by which, if the tree that's in proximity to our property is constantly causing damage it was mentioned that there would be a process or the trees, as mentioned about the canopy for the trees to be place elsewhere. (inaudible comment)

Mr. Pelaez: So, is there any issue with, so we have already spoken about BrightView coming in possibly and depending on, I don't know what we decided last time, but having BrightView come in and remove these trees, that's the first part, that is what we all agreed on, and the homeowner was going to go ahead and pay to remove those trees. Then we had talked about two different tree options, so I guess the question really is, are we going to put two new trees here or where are we going to put them. I mean we'd have to start on the basis where, I know we can do it but, we just have to now start to kind of figure out the spot and then remember if it comes up later and another homeowner wants to move in, now where can we have a spot and start designate an area that's going to be for the next item because at some point that area is going to fill up and we're going to have to let the homeowner know, so we're just thinking about those things in the future.

A resident: (inaudible comment)

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Ms. Macias: So, I think my concern is, we have homeowners that come and say, well they cut their trees, even if they don't have a pool, just because they don't want the trees for whatever reason, hey he cuts his trees, can I cut my trees too. So, then we run into this issue where are we planting all these extra trees that now we're mandated to plant and replace. I want to make sure whatever decision we make we have that in our minds because it's going to come back to us, and we're going to figure out how to do this. Again, even if it's not a pool, they're going to come and say, oh you took it off and now I don't want the tree there, it's dropping leaves, I have to pick them up, so they'll make something up that it gets justifiable, and I'm not saying it's not but, they have a justifiable reason so why do we say yes because you have a pool, and no because you don't have a pool. You understand we have to be very careful about how we make that decision.

Mr. Pelaez: Right, and I just still think it's fair if you try to put, to try to help out and put a different type of tree to at least cover what we need for our regulations, and I think that's reasonable as well. This tree has been there 18 years with roots growing so obviously it's already at a level that could be affecting your pool, or your yard, so again, that's what we're all trying to solve. So, I guess the final decision is two new trees and where are we going to put them because we're already clear on removing them, or in the process or whatever and put in new ones.

Ms. Duque: Jesus, how much was the proposal, do you know?

Mr. Lorenzo: Well, we had two proposals, one for the same type of tree, and then one for, a different one, and I don't remember the name but, that's part of the removing package, and that's on page 93 I think you'll see the two options. (inaudible comment)

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

Mr. Pelaez: And it doesn't include any permitting fees.

Mr. Pelaez: So far, the biggest challenge is really the removal of the process that also takes to remove these trees. (inaudible comment)

Ms. Duque: Yes, that is correct, all of it is to remove and to install.

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

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Mr. Lorenzo: (inaudible comment) bismarcks are huge trees and have to be craned in and that's why it's $10,000 because there's such a large trunk.

Ms. Duque: I'm sorry, let me for the record clarify something, when you guys mentioned that the process that Miami-Dade County is cheaper than the proposal provided by the District vendor, the county hasn't come and inspected the trees, this is just verbal information.

Mr. Andreu: They mentioned that the application would start that process, after the Board signs off, that's when they would send the arborist to do the investigation but, yes, yes they mentioned that then there were be that after the fact fine, it was like in the several hundreds for the removal of tree and that there's a process by which the total amount would be somewhere in the hundreds, so when we weren't sure but, then we misspoke at some point where the figure of the several thousands came in. It seems like the removable wouldn't be the expensive part, it's more so the price of the new trees and that's when he went into the second issue of just where the trees would be planted. (inaudible comment)

Ms. Duque: Yes, so just for the record, once again David, I would like to state that it's not that you guys have a proposal from the county to do this work, because once again, the area hasn't even been inspected by the county, and I know, because this happened already one time when the county inspects to see what was done to the trees, it's not going to be only the removal of the trees, the installation of new trees is going to be also the fine from what was done, so that's going to be part of it. So, yes, when you submit the permit, those permits could be from $30 to the low hundreds but, that's just for the permit, then you have to get the permit amounts for the removal and the installation. Once again, we want to make sure that we are, for the record, the one that was provided by BrightView to remove those two trees, and to install two black olives again, meaning the same tree, removal of those trees and installation of the same trees with the vendor, without the county fee that is $2,841.61 but, we do not have per se a proposal or an amount presented to you guys, so I just wanted to make sure that we agree on that.

A resident: (inaudible comment)

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

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Mr. Pelaez: So, the black olive tree, the $329.06, and then the other option is not going with the bismarck palm tree, that's $1,300 for each tree, and that's a big tree.

Ms. Duque: It's actually a 25 gallon black olive tree.

Mr. Pelaez: Or the 16' Bismarck.

Ms. Duque: Yes, but let's talk about the olive tree, the one that is being installed by BrightView and do not quote me, but it's more likely because that's what's going to be required by Miami-Dade County because of the trunk size of the black olive. Once again, this is an olive tree that can easily have 16 plus years. So, the price for that black olive, a new black olive tree, is $329.06 for each tree.

Mr. Pelaez: Which I think is very reasonable.

Ms. Duque: And if you Google the price of those trees, you will see that.

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

Mr. Pelaez: And the other option on the table was, like we have some more bismarcks over there but, it's a 16' Bismarck palm that matches the other trees we have on the Avenue.

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

Mr. Andreu: So, this is the best I can get, and I want to make sure I was following everything because there is a lot going on there so, there is a way then for these two olive trees that will be removed which are $300 each, there might be a way, and it might take more deliberation for them to be planted elsewhere on the CDD property not that close to our property again.

Ms. Duque: Yes, that's part of the discussion right now, that is correct but, we were talking, just so you can follow us, we are talking about the arboricolas, and it seems that the concern was the proposal that was presented by the District's vendor which is BrightView was according to your point of view expensive, so we were looking into that proposal and the proposal, he was saying that the trees cost a lot of money. We were bringing to his attention that the cost for each new tree is $329.06, that's the cost for the new trees. Now, that does not include the entire proposal, which is $202.35 to secure the trees, they need to be secured, the material to secure the two trees and there's a cost

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of $1,981.14 and that's the labor to cut the two trees, discard all of the debris and then the water of those trees for 3 weeks, they need to be watered.

A resident: (inaudible comment)

Mr. Pelaez: It's a water truck, it's not just somebody out there with a hose.

A resident: (inaudible comment)

Ms. Macias: But that's everything, the cutting of the tree, the watering of the tree, and the discarding of the debris, it's all of that.

Ms. Duque: That is correct.

A resident: (inaudible comment)

Mr. Pelaez: I also feel that the bismarck palms would also look nice, because that's going to be nice in your backyard.

A resident: (inaudible comment)

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

Ms. Calero: So, the issues are the bismarck is too expensive, and the black olive is the same issue because those are the trees that we're looking to remove.

Ms. Duque: But they can be planted in another area.

Mr. Pelaez: What is that other area? Like what would be another area?

Ms. Duque: So, the area Mauricio that we have inspected and this is because it's actually the trees that we need to remove at 112th or 113th close to 236th, closer to the parking, remember by the Publix wall there is like a big empty space there, that's the only area we have that is not close to any homes, that's the only area we have for now.

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

A resident: (inaudible comment)

Ms. Calero: Which park is it?

Ms. Duque: No, by the Publix wall.

Mr. Pelaez: If you go down by the guest parking, towards the end, you have to go to the left a little bit, so we have room for 2 or 3 trees there.

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

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A resident: (inaudible comment)

Ms. Calero: So, how would this area look? Is it 3 trees that we're removing, 3 trees?

Mr. Pelaez: Two, and equivalent to the size and all that.

Ms. Duque: If you look at this first picture, and the ones that have an "X".

Ms. Calero: Ok.

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

Ms. Calero: Ok, so we're removing two but, we can have, depending on the size of the other ones.

Ms. Duque: Yes.

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

Mr. Pelaez: Alright, so what do you suggest?

Ms. Calero: Alright, so if we do the park, and I hate to bring this up, and we get another owner who wants to do the same thing, are we going to fill the park up with trees?

Ms. Duque: Zuzer, I think that you need to deal with each case, on a case by case basis, so yes, you are opening it up that when a resident has a need, we'll talk about it but, I think this Board of Supervisors has always been willing to listen to the resident's concerns and try to accommodate their needs, I think that's the base, and that's what you guys are doing right now. I don't think we should see this as, oh anyone that comes now and wants a tree to be removed, we can remove it because once again it should be a case by case and once again, this Board has always tried to do what you can to assist your community, that's what your philosophy has been.

Ms. Calero: That's exactly why I'm saying it because if right now we make a decision and later on, I have to as a Board member say, ok well now it's a clean slate and I have to look at this case separate from the other, and I'm not sure I can do that, and I have to think, well we're setting a precedent and then later on I can't say to someone else, no because you didn't have a pool. So, I'm being perfectly honest, I have to say, ok well just because you don't have a pool I can't tell no, sorry that case had a pool, and you don't have a pool so the answer for you all is going to be no because the park is filled.

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Mr. Andreu: If I could just add something, if that's ok, I think that's where our trouble really came from, and maybe it's the specific person we spoke with at the HOA, and I'm not sure if they're still there even.

Mr. Pelaez: Well, the HOA is not here so I don't want to go back and forth on the HOA because that's not fair, so let's not get into that.

Mr. Andreu: I just needed to refer the chance of anything in the future, I just wasn't sure if that would be the cause of any other misunderstanding. (inaudible comment) We appreciate all the help with this.

Mr. Pelaez: And we understand, and again, we try to help the best as possible, we understand what you guys are going through and obviously the Board feels as well that we have to be fair to all the residents for future things, so that's kind of where we're at right now with this.

A resident: (inaudible comment)

Mr. Pelaez: Alright, so what do you guys think, the park or their house?

Ms. Macias: I'm going to say park.

Ms. Duque: And it's important to maintain consistency.

Ms. Macias: Yes.

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

Mr. Pelaez: So, the new trees will be at the park or at their house is the final decision that we need to make.

Ms. Macias: I say park.

Ms. Calero: I say park.

Mr. Pelaez: Ok.

Ms. Duque: Ok, so then I guess I have a motion.

Mr. Pelaez: Is there any issue with the invoice?

A resident: No, we're good.

Ms. Duque: So, we're going with the $2,841, and Jesus and I will go back to BrightView and talk to them, and explain to them that you are going to be responsible to pay this not to the District but, to BrightView and we will do our best to see if this amount could be lowered and we cannot promise you anything but, we'll do our best to see if that

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can happen. So, for the purpose of the meeting and the motion of the Board, we're going with the proposal presented by BrightView in the amount of $2,481.61 which is going to be paid by the resident, Mr. David Andreu, and to also install the trees a different location at the park.

> On MOTION by Mr. Pelaez seconded by Ms. Varela-Medina with all in favor, accepting the proposal from BrightView in the amount of $2,481.61 to remove the two black olive trees that were hat racked and relocate them to the park area near the Publix wall and the Mr. Andreu will pay BrightView directly for the work and any other related costs was approved.

Mr. Andreu: Thank you so much, I really appreciate it.

Ms. Duque: Thank you, David.

FIFTH ORDER OF BUSINESS Staff Reports

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

A. Attorney – Memorandum – 2024 Legislative Update

Mr. Cochran: Yes, good evening, everyone. So, I think it's on page 59 of your agenda books. Throughout the year we monitor the legislation that happens, and I'm not sure the page might be wrong but, there's a memo from our office. So, throughout the year we monitor what the legislature does in terms of laws that affect CDDs and other types of special Districts and so usually once a year we do a memo that kind of summarizes those laws. So, I go through some of them, we actually included kind of unusual ones but, it includes some stuff that affects HOAs.

Ms. Duque: Scott, sorry to interrupt, it is page 59.

Mr. Cochran: Ok, I was correct.

Ms. Duque: Yes.

Mr. Cochran: Ok, so I'll just summarize a few of them. So, the first one deals with the fact that CDD Supervisors, such as yourselves, do not have term limits like some other type of Special District Board members so, no term limits to worry about for you guys, you can serve as long as you want. The other thing that law does, or a couple of other things, one is it makes it a little bit more complicated to either expand the

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boundaries of a CDD or to contract the boundaries of the CDD. It used to be that you could do that on a more local level than go through the state, so it has to be done through a general law or special act of the legislature. The other thing that is does is that they have given all a task of basically creating your own report card for yourself and then grading yourselves every year. So, the law is very vague and it basically just requires the District by October 1st of this year to adopt goals, objectives and performance measures for any of the activities or programs that the District does, and then by December 1st of next year, 2025 you will have to do a report and publish it on the District's website that assesses how you did in accomplishing those goals and objectives and state the performance standards. The law is very vague, that's about as much guidance as they give, and this is something, by the way, other government bodies have had to do for a while now, including cities, the City of Miami has to do it and put their stuff online but, there's no consequence built in, like if you don't accomplish one of your goals or objectives, so there's not any penalty other than maybe disgruntled residents looking at websites saying, hey you said you were going to do this and you didn't. So, District staff will work I'm sure on putting together something like that, and then it can be adopted by the Board. A couple of others that deal with Districts is one that kind of affects the way the District contracts with like private contractors and it basically prevents the Districts or other local governments from imposing certain requirements that kind of touch on like the employment relationship between the contractor and their employees. So, for example, you can't require certain minimum wages that the contractor pays its employees, or like certain scheduling things, you can't use those types of things as factors when you're evaluating like bids or proposals from those companies. So, it's just basically letting the contractors govern their own relationship with their employees and the local government is out of tampering with that. Another one, not super applicable at this stage of the District but, the CCNA, Consultants Competitive Negotiation Act, which is when you have certain projects that hit certain threshold amounts or certain types of work you have to go through that kind of formal process and for certain large continuing construction projects, increases that cost threshold of those by several millions and then it provides for annual adjustment based on CPI after that. So, this would be more like if the District is getting started and massive capital projects need to take place. The next several are actually mostly related to HOA, we usually don't include these kinds of things but, since a lot of

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our Boards also have HOAs in their District, it might be of interest, it was a busy year for the legislature in terms legislation affecting HOAs as well. So, we just kind of summarized those laws on there, it's not our specialty so I would just say if you're interested in those, take a look at those and if you have questions consult with either your HOA or the attorney for the HOA but, they're summarized there and the laws themselves that are summarized in this memo we provided to Juliana and GMS. So, if you want to see the actual laws themselves, they can give them to you. Then #6 on the list, deals with, there's now legislation that created a process for removing basically squatters from residential property, so I think it's in response to some things that are happening in some other states where there are some squatter issues but, they're just kind of formalizing the process to avoid those kinds of scenarios here in Florida. Then #8 deals with balloons, so if you guys are going to be, you or kids or anyone else planning on releasing helium balloons in the atmosphere, you don't want to do that because there are now penalties for that, so that kind of summarizes that one there. The one other that actually didn't make it to this one because it was a late addition, it might be in the agenda packet for next time but, I'll just go ahead and tell you guys about it. There was anti-human trafficking legislation that was kind of broader legislation but, one of the specific things it did, is it imposed a requirement on local governments that are contracting with entities and it basically requires any contracts that are entered into after July 1st of this year, that you need to get an affidavit from basically the principal or controlling person of the contractor that basically attests that they don't use coercion as it's defined in the Statute in terms of their employees. So, it's related to human trafficking coercion, it has a very specific definition in the Statute but, it's basically just to ensure that the contractors are certifying to the local government that they're not using coercion to their employees. So, we'll be incorporating that for contracts that are entered into after July 1st, and we've gotten a form of the affidavit it's a simple one page kind of thing, so it shouldn't be too big of a deal but, it's just another thing that they're going to have to do going forward. So, that's all I've got on that stuff. We did the notices for the rule amendments that we discussed in depth last meeting, those were published, the resolution with those was provided to GMS so that will be already to go for the September meeting to adopt those rules changes that were discussed. So, there will be a public hearing on that at the September meeting, and that's all I've got unless anyone has any questions.

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Mr. Pelaez: Where are we at with the collection of the homeowner with the grass?

Mr. Cochran: Yes, so we had sent out a letter to them from our office on law firm letterhead and that we confirmed that it got delivered on July 10th, so a little over a month ago. We haven't heard anything back but, what the letter directed him to do was to pay, I think it was within 15 days or whatever the Board had decided, so my understanding is, it directed them to pay GMS, and my understanding is they didn't do that, they haven't contacted our office so, it's kind of up to the Board what you want to do next. I forget the amount I think it was like $2,000 or $3,000. So, there's several options, one you can send another letter, and maybe that does something, if it doesn't, two, legal action, that's probably not a cost effective way of doing it because you're going to have to go to small claims court, pay a filing fee, go at it, they're going to try to have you settle it, so for that sum it's probably not a great option. The other option you can do is you can go through Chapter 170 assessment process, so that's what the District typically does, or that's one of the routes the District goes through when it levies Special Assessments. So, when you go through like a bond process, a lot of times you go through that Chapter 170 process, and what that requires is you basically have a couple of resolutions, you have a public hearing that has to get advertised a couple of times, and then there's a public hearing just like on the budget or other levies of assessments but, it would just be for that specific item for that property, and you would go through that. Then even once you go through that process, if that process goes through and completes it, then you've levied an assessment on that property for that amount, then your options are you can send them a direct bill and ask them to pay it, and if they don't do that then you can eventually put it on the tax roll so that it would be just like the other District residents, if they're Non Ad Valorem Assessments, they have the debt portion and the O&M portion and then they'd also have this other, just specific portion for just for their property for that damage amount. So, those are kind of the options, I don't know if I'm leaving anything else out beyond just having GMS continue to try to track them down.

Mr. Pelaez: So, if we went with the last option, that would be, next November it would be on their tax roll because it wouldn't make it by this November.

Mr. Cochran: Correct, so you can do that process kind of anytime as long as you follow the timeline in Chapter 170 but, as far as if you wanted to, and I will say the one other thing, when you go through that process even if you don't put it on the tax roll that

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assessment does cause a lien on the property, so you could record a notice of that lien on the property as well, or tell them, hey pay this or else we're going to do it, that might induce action, it might not but, that would be something that could be done sooner, as soon as the assessment process goes through you could do that notice of lien but, if you go through the tax bill process you have to roll that into the schedule for doing that, so yes you'd miss this year, it would basically coincide with the budget process for next year, so it would be like that for next year.

Mr. Pelaez: But they would get notices, and they will get notice of the meeting and maybe that would even trigger before November.

Mr. Cochran: Correct.

Ms. Duque: Now what if we send the second letter and in that letter we mention that if they don't pay the District will need move forward with Chapter 170 and assess this amount on their tax bill or put a lien.

Mr. Cochran: Yes, put a lien on the property.

Ms. Duque: That we send a warning and it would be in that letter, and maybe that will make them pay.

Mr. Pelaez: But what's the first step on Chapter 170, what's the first step in the process? Is it put it on the agenda for the next meeting? So, what's the first thing we'd have to do?

Mr. Cochran: It would basically be either Juliana or us would prepare a resolution that starts the Chapter 170 process, you do a notice resolution, advertise for the public hearing, then there's like a separate resolution. So, it's basically like you would prepare the one resolution, that would be presented at the next Board meeting, if the Board approves that then it would be published, then the publications would happen, and the next resolution would be prepared and there would be a public hearing to adopt that second resolution which would have the effect of imposing and levying the assessment.

Mr. Pelaez: If we to go forward with the letter, it would be still have the resolution for the next meeting if we don't have any answer within the next 30 days, that way we don't wait because at the next meeting we're going to have the same thing and we're going to say, let's start the process, and then it's another 30 days, so we're kind of doing two things at the same time

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Mr. Cochran: Yes, you don't have to advertise for the first resolution, it would be once you adopt, if you would adopt that first resolution and then after that is when the advertisements would happen. So, basically you could give him "X" number of days to pay, if they don't pay by the next meeting or whatever you could have that resolution on the agenda for the next meeting so you're not losing any time.

Ms. Duque: And hopefully maybe if we have received payment by that time, the Board will motion that the resolution will explain it.

Ms. Varela-Medina: Ok.

Mr. Pelaez: That works.

Ms. Duque: So, do I have direction from the Board that Scott will send another letter, and prepare a resolution for the next meeting to start Chapter 170 process.

Mr. Pelaez: Yes.

Ms. Duque: Ok, any other questions for Scott?

Mr. Pelaez: No, thank you.

Ms. Duque: Thank you so much Scott.

B. Engineer

Ms. Duque: No additional report under the engineer.

C. Club - Monthly Report

Ms. Duque: Moving on to clubhouse report, Jennifer.

Ms. Mendoza: Yes, so this month we basically just continued to address all the different work orders that we have in the clubhouse. Just to follow up on our discussion that we had at the last meeting was, one of them was the gym lockers, so a portion of the gym lockers were removed from both the women's and the men's area, so I'm not sure if you guys had a chance to notice that. So, it definitely looks less crowded, we haven't had any questions on why they were removed so it appears they weren't needed as much. So, we removed them and we touched up the areas, and I guess the next thing we'll do is touch them up with some paint. (inaudible comment) Just to give them more space throughout the time so we'll get a proposal on that one and just get them painted. We kept the ones that were in better shape, so they should be able to get a nice face lift on them. Other than that, something else to just follow up on the discussion from last month was the one treadmill that we currently have out of order, so that one treadmill as

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you guys remember, it kind of needed help with the motor, it's still functions, you can still use it but, it's just that the incline motor is damaged and it needs to be repaired, and the repair costs about $1,200 for the incline motor. So, just as a reminder, those have been the original treadmills that we've had since the clubhouse was closed, so we've had the same equipment for quite a while on the property. So, we kind of started exploring the options of perhaps just looking into instead of repairing it because those treadmills will eventually, the parts are going to be hard to find, or if we continue to repair it we're not going to be able to get those parts down the line. So, we went ahead and I got a proposal from The Fitness Solution which is the current company that we use to do our quarterly service, they recommended the same brand that we currently have onsite and given that it's been a good brand to us. It's a good commercial brand, it's low maintenance, it's economical when it comes to the maintenance parts, so they recommended the True Fitness C400 treadmill with LED emerge console and that is the deliver of the machine with the labor, services and delivery will come out to $5,442.11. This is getting a brand new machine compared to just replacing the incline motor, it would be about $1,200. (inaudible comment)

Ms. Duque: So, do I have any direction from the Board at this moment? Any further discussion, would you like to make a motion, how would you like to proceed with this item?

Mr. Pelaez: So, what we talked about was that we have this one machine that's not working properly, and we have another one that needs some repair as well. So, we take the first machine, we're going to use the parts from there, and we're going to save the $1,200 and we can use the parts from that one to repair the other one so that way we don't have to buy new parts and then we could also be working on getting a new one.

Ms. Varela-Medina: That works.

Ms. Duque: So, at this moment I need a motion from the Board to approve estimate #27277 from The Fitness Solution in the amount of $5,442.11 to replace the True Fitness C400 treadmill.

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On MOTION by Ms. Calero seconded by Ms. Macias with all in favor, accepting the proposal from The Fitness Solution, Inc. for the purchase of a new True Fitness C400 treadmill for the gym in the amount of $5,442.11 was approved.

Ms. Mendoza: Other than that, we continue to host our monthly events, and for the month of July we had our Independence Day celebration, and then after that for the month of August we had our food truck event this past Friday, as well as on Sunday we had our back to school event and we wanted to go ahead and just give out, together with the HOA they provided ice cream and cookies to give out to the residents while we were enjoying a nice day at the pool and that was just kind to get the kids ready for back to school. So, we'll continue to plan some celebrations throughout the month, and for the month of September we have other events that we're programming which we'll go ahead and announce those later one. (inaudible comment) Now, we did a notice from New Wave Aquatics that which was the authorized swim instructor that they will no longer be conducting services in the clubhouse, so that was a notice that you guys can see in your package letting us know that their instructors will no longer be visiting the clubhouse. For that, at this moment we just have the other vendor, which they continue to have service. Other than that, that's all I have.

Ms. Duque: Do I have any additional questions for Jennifer? Not hearing anything else, thank you Jennifer for your report.

D. Field Manager - Monthly Report

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

Mr. Lorenzo: Does anyone have any questions before I start?

Ms. Macias: No.

Mr. Lorenzo: Do you want me to go through the report?

Mr. Pelaez: No.

Mr. Lorenzo: Just the biggest items that we're working on to give you an update. The playground repairs, they've done a good job on that. We working on Chic advising us with little minor details that just need some touching up, and little things like that which we're getting a proposal on, and we're still working with FPL with regard to the lights.

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Ms. Varela-Medina: How many lights are out now?

Mr. Lorenzo: So, it would be 4 to put in the roundabout right here, and then the two other ones on 238th Lane, the one-way street that has no lights. We're working on getting prices for the project itself, and then how much it's going to cost for electricity and whatnot. So, once we get that information we'll share it, hopefully by our next meeting, we were trying to get it for this meeting but, aside from that you'll see a bunch of little projects that we're working on, or projects that we're working on throughout the District, and that's pretty much it.

Ms. Duque: So, the only thing I would like to add for the Board about the streetlights is they already sent us like a format for the CDD to fill out and complete that. My concern is I don't want to give a green light to FPL to start because we don't know how much it's going to cost the District, plus they said to give address additional lights, we need to add an additional meter. We need to pay for that separate electrical account, and I want to make sure you have the money to support that with the adopted budget for that project. If we do not have it then I guess, this is something that we can have in our minds and work with the 2026 budget and include it, but that's the main reason, and as Jesus mentioned, he followed up with FPL and he's waiting for them to get back to him.

Ms. Macias: In regards to the tree, Jesus, I know we have a few parts in certain areas that we do have lighting but, if you look now the trees are kind of over the lighting, so it makes it very dark in that area, when do we normally trim those trees or how often do we trim those?

Mr. Lorenzo: Yes, so that's coming now in October or September, it's probably going to start in September because the palms at the entrance are going to have the holiday lights so, by October 1st those need to be trimmed at least at the main entrances, and the hardwoods, I'm hoping it doesn't take as long as it did last year. So, we'll make sure any of the CDD or District areas that they trim are done.

Ms. Macias: Ok.

Ms. Duque: So, not hearing any other questions for Jesus, we can move on, thank you so much Jesus.

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E) CDD Manager

Ms. Duque: Let's move forward to CDD manager, the only thing I need to report to the Board is that I was in contact with Raptor Vac Systems again to clean our drain system. We received a proposal, and I just received it last week, that's why it's not part of your agenda but, I wanted to bring it to the Board because I think it's important for us to move forward with it. As you can see all the of catch basins that they listed are just filled to the maximum and they actually match the proposal, and I'm extremely happy to report to the Board that the cost to clean them is just the drains that are 4" and up is $3,000, and we quoted for our fiscal year $22,000, and I think it's because we're being very diligent in cleaning all of those drains, including all of them and doing them by sections. (inaudible comment) So, I'm very happy to report that because that means that money can be used for something else now.

Ms. Varela-Medina: How often do we do this, once a year?

Ms. Duque: Yes, once a year. So, at this moment I need a motion from the Board to approve the proposal from Raptor Vac Systems to clean all of our catch basins in the amount of $3,000.

> On MOTION by Ms. Varela-Medina seconded by Ms. Calero with all in favor, accepting the proposal from Raptor Vac Systems to clean out 28 stormwater drains 4" and up in the amount of $3,000 was approved.

SIXTH ORDER OF BUSINESS Financial Reports

A. Approval of Check Register

B. Acceptance of Unaudited Financials

Ms. Duque: Let's move forward to our next item which is 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 Ms. Calero seconded by Mr. Pelaez with all in favor, the Check Register, and the Unaudited Financials were approved.

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

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Secretary / Assistant Secretary

Signed by:
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Chairman / Vice Chairman