

**MINUTES OF MEETING
LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Lakes by the Bay South Community Development District was held on Tuesday, January 27, 2026, at 9:30 a.m. at Isles at Bayshore Club, 21864 S.W. 93rd Path, Cutler Bay, Florida.

Present and constituting a quorum:

Michele Harris	Chairman
Ana Jo	Vice Chairman
Maggie Coon	Assistant Secretary
Timothy Moon	Assistant Secretary

Also present were:

Juliana Duque	District Manager
Scott Cochran	District Counsel
Jennifer Lora	FirstService Residential
Janine Ferreiro	FirstService Residential
Jesus Lorenzo	GMS
Ronaldo Carta	Ivero Pool
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Duque called the meeting to order, called the roll, and led the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the November 18, 2025 Meeting

Ms. Duque: The next item is the approval of the minutes from the November 18, 2025 meeting. This is the moment to present any additions, corrections or deletions. If there none a motion to approve them will take place.

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On MOTION by Ms. Harris seconded by Ms. Coon with all in favor, the minutes of the November 18, 2025 meeting with were approved.

THIRD ORDER OF BUSINESS

Ratification of:

- A. Small Project Agreement (Pool Tank Refurbishing) with Ivero Pools, LLC.**
- B. Event Agreement (2026 Events) with Recrea Group, LLC**
- C. Services Agreement (Holiday Landscape Lighting) with CV Pro Lighting, LLC.**

Ms. Duque: The next item is the ratification of a couple of agreements. I am going to read them all and at the end I will ask the Board for a motion. The first one is the small project agreement for pool tank refurbishing with Ivero Pools. The next one is the event agreement for the 2026 events with Recrea Group, and the third one is the services agreement for holiday landscape lighting with CV Pro Lighting. A motion to ratify them all will take place.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, Ratification of Small Project Agreement (Pool Tank Refurbishing) with Ivero Pools, LLC., Event Agreement (2026 Events) with Recrea Group, LLC, and Services Agreement (Holiday Landscape Lighting) with CV Pro Lighting, LLC were approved.

FOURTH ORDER OF BUSINESS

Discussion of Clubhouse Management Agreement with FirstService Residential

Ms. Duque: The next item is the discussion of the clubhouse management agreement with FirstService Residential. I would like to mention that we have Janine Ferreiro joining us over the teleconference as well.

Ms. Ferreiro: Good morning. *Ms. Ferreiro was inaudible at this time.*

Ms. Duque: No problem Janine.

Ms. Harris: We contacted early so I thank you for that, Janine, on renewing the contract. The contract is good. We have also talked to Allison about is. She is one of the Vice Presidents who helped us with our last contract, so she has been involved. It was

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sent to Scott so as long as Scott doesn't have anything with it that he needs to go over, I think the increase was 4%.

Mr. Cochran: Allison asked if we had any red lines. They submitted two different proposed addendums to the existing agreement. One that is for a one year renewal and this is for the next fiscal year. We are under contract through the end of this fiscal year which ends at the end of September. This is for starting October 1, 2026. They did one that was a single year renewal that will run through September 2027 and an identical one except for the term of the next one that would go through September 2029, so I guess a three year renewal. It basically works out to a 4% increase on the cost for each year over the prior year. That is a business decision for the Board but as far as the legal form of the addendum I sent an email out. There was no real substantive changes it was just things like they were the updating the notice provision. Our firm name changed so I was just updating that. One of the required provisions by statute the language on that needed to be changed a little bit so I suggested that change. Then there was renumbering a paragraph and correcting one typo so other than that I am fine with the legal form of it, it is just up to the Board whether you guys want to renew it and if you do whether you want to do the one year or the multi-year.

Ms. Harris: I think a four-year because maybe this is why I get them confused I just finished negotiating my one for up there. A 4% increase actually is fair. It is good. I was surprised. Juliana and I talked about it. It is a very good increase. I like three years selfishly because I don't want to have to keep doing this.

Ms. Duque: That is how you did it the last time too.

Ms. Harris: Janine, Allison and Juliana would agree with me. This was very easy this year.

Ms. Jo: I like to hear that because I know that you worked diligently on the previous one.

Ms. Duque: So do I have direction from the Board? Do you want to move forward with the multi-year contract?

Ms. Coon: Yes.

Ms. Duque: And authorize District staff to continue working with the agreement, make sure we execute it and bring it back to the Board. We will continue working with

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Michele as well for any questions as she has been appointed by the Board before. A motion was made by?

On MOTION by Ms. Jo seconded by Mr. Moon with all in favor, the Club Management Agreement with FirstService Residential to move forward with a multi-year contract was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Duque: Staff reports. Scott?

Mr. Cochran: Really all the items I have are covered under other agenda items so I will just get to them as they come up.

B. Engineer

Ms. Duque: I don't have anything to present under the engineer.

C. Club Manager

1) Monthly Report

2) Pool Repairs

Ms. Lora: Maybe we can have Ivero Pools and Enrique talk about our pool operations and the refurbishment of the tanks. Ronaldo from Ivero Pools was the gentleman who fixed our collection tank.

Mr. Carta: Good morning. It is pretty simple report. I don't want to be boring, but it has the most important points, so you guys have an idea what we did on the tank. First of all the condition 20 years after maintenance and the chlorine is very high in the area normally so the deterioration after 20 years is normal. We painted the tank and repaired all the coves with fiberglass paint and a gloss paint outside to protect it as it should be. We did the excavation on reported leaks on the bottom. We needed to go under the beam that is on the wall protecting the equipment area. We managed somehow to effectively repair an issue. We also found that the tank was broken on the bottom and that was leaking for some months or maybe three, four or six weeks. That caused significant damage on the bottom of the tank. We did the total reinforcement of the bottom of the tank with fiberglass. We put it harder than it was when it was built. We also painted the inside completely and repaired the support on the outside. On the third page you are going to see two pictures when they excavated. There is like a drain alongside the tank.

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The one that is normally exposed is the first one from the top to the bottom. That was completely burst. It was rusted and it breaks the fiberglass. We repaired that drain alongside the tank and painted it for more protection. It was completely redone you can see it on the next page, page 4. We also changed on the last page is a little picture with a coupling. Those couplings are the ones inside the tank responsible for the suction of the water and the filtering. Improving that we almost got it to the original point of filtration. When we improve the maintenance management because you need to clean it and wash it every fifteen days give or take depending on the cleanliness of the pool. *Mr. Carta was inaudible at this time.* Now we have one tank that is ready, but we need to fix the other one. I drained the tank. I went inside. I tried to tight the screws but everything there is messed up.

Ms. Lora: I have already spoken to Miami-Dade, and they are still processing a credit *Ms. Lora was inaudible at this time.* In the report you have two estimates. One for some work that needs to be done to the kiddie pool and there is one for the second collection tank refurbishment.

Ms. Jo: Do we have an estimate to fix the spa?

Ms. Lora: Not yet.

Mr. Carta: I promised Jennifer we would have it at the next meeting. I have the violations. She sent it over to me. That one that is not functioning because it has *Mr. Carta was inaudible at this time.* The resurface and the chemicals feeding the system is in pretty bad shape.

Ms. Jo: Please emphasize them fixing the spa because the wading pool is barely used. In this case we have been without a spa for half a year or more. Please could you prioritize fixing the spa.

Mr. Carta: Ok.

Ms. Duque: I don't mean to interrupt, Ana, but if everyone could please turn to page 102 of the agenda, specifically the proposal for \$26,250.

Ms. Harris: This is for the kiddie pool?

Ms. Duque: No, for the other collection tank.

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Ms. Lora: The second collection tank. It is in better condition than the one that we just repaired was, but it is going to get to the point that we are going to have an issue with it.

Ms. Duque: Go to page 104 and 105 to see some of the pictures.

Ms. Harris: My question is finances. We just don't have the money.

Ms. Jo: How soon do we need to do it? I know that it is going to be a matter of time. Your guesstimate? How soon do we need to fix it?

Mr. Carta: The maintenance management is the one affected by this. This tank is in the same condition as the old one that was repaired so the filtration is not leaking. They noticed that we are adding the pea gravel to level the ground because right now it altered the level that it is supposed to be and that is going to be for the whole maintenance area. We are going to put pea gravel at 2 feet, level it, the whole area not just around the tank. The other tank has the same problem. Also we have repairs, the filter parts that are very important. *Mr. Carta was inaudible at this time.* Then Enrique can't do his job because the tank is working at 20, 30 or 40% of the capacity it should be operating. Right now the pool can be operated only at one system which is the one that we repaired.

Ms. Harris: Let me ask a question because I think we all understand the problem and that it is a major problem. Is there any discount you can give us in this at all because we have some major expenses come up that we did not anticipate this year. Our budget is already set now until September. Actually we are probably going to start working on it next month. Is there any discount that you could offer the Board so that we can move forward with this at all?

Mr. Carta: Commercial pools are very expensive.

Ms. Harris: I get all that. I am just asking. So this is the bottom line price.

Mr. Carta: If you promise to approve more volume I can do something on this particular subject.

Ms. Harris: What do you mean by more volume?

Mr. Carta: More work.

Ms. Harris: Yes, definitely. We want the spa fixed.

Ms. Duque: You are our pool vendor, and this Board generally prefers not to use other vendors unless there's an exceptional situation. If a project involves a significant

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expense, we may need to obtain comparative bids, but our goal is to maintain a strong working relationship with you. We value the trust between us, you know our systems, and we rely on your expertise. For future projects, we want you to handle those issues and concerns since you already manage the daily maintenance of the tanks and pool

Mr. Carta: Appreciate it.

Ms. Harris: So yes I could promise you that.

Mr. Carta: I am going to work that out with Jennifer. As soon as I get the other estimates I can talk to her.

Ms. Harris: We may do it over stages so that we can get the kiddie pool maybe on the next budget.

Mr. Carta: Even the repair of this tank I think to answer your question I think you guys can go all the way till the end of March where the temperature is still kind of cold. The problem is when the pool gets hotter closer to the summer *Mr. Carta was inaudible at this time.*

Ms. Harris: I completely get it.

Mr. Carta: It is not good for the maintenance.

Ms. Harris: We are in a catch-22 damned if we do and damned if we don't. I would say let's go ahead with a not to exceed at this point with the hopes that you will give us a discount. What does the rest of the Board think?

Mr. Moon: I agree with that.

Ms. Coon: There is not that much choice at this point.

Ms. Harris: No but I would like the discount.

Ms. Jo: In this case I just want to let you know all the repairs of the tank I did come a few times. Ivero did a great job fixing it. He is working with Enrigue, who is our vendor for maintenance of the pool and let me tell you the pool maintenance has had a significant improvement.

Ms. Harris: We have only had for as long as I have been here really two vendors. I don't count the one where we pennywise and pound foolish because that was a disaster on our part. We have only had two vendors really, so we are really loyal.

Ms. Duque: I think I have a motion on the table not to exceed \$26,250, Estimate #1288 from Ivero Pools.

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On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a not to exceed amount of \$26, 250 for Estimate 1288 with Ivero Pools for pool tank repairs was approved.

Ms. Duque: Thank you so much we appreciate your time and being here today. Jen anything else that you need to report?

Ms. Lora: No.

Ms. Harris: Jen are you going to go over the rest of the stuff?

Ms. Lora: I have items for discard which is the bench that broke. We have certain Valentine Day decorations and miscellaneous stuff from the office. If you guys can make a motion so we discard these items.

On MOTION by Ms. Harris seconded by Mr. Moon with all in favor, a motion to declare a broken bench, Valentine Day decorations and miscellaneous office items as excess property to discard was approved.

Ms. Lora: There is a couple of estimates from FCC Carpentry in your package. That is the bench that was in the courtyard it gets a lot of use. It is already out of warranty. High Point USA gave us four years. We bought it during CoVid.

Mr. Moon: Oh the one in the front.

Ms. Harris: Right there.

Ms. Coon: What is it made out of?

Ms. Lora: It is like a plastic composite type of material. It reached it useful life. I guess somebody sat on it and it cracked. We had two chairs there so if you want we can just keep the two chairs that we have and not spend \$700 on a bench right now and just discard the bench and table, which is a little bit sloped and leave the other two smaller chairs.

Ms. Harris: Tim has an idea.

Multiple people speaking at the same time at this point.

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Ms. Lora: People sit more on the bench than the chairs but since we have the two chairs if you want we can just switch them out or purchase the bench. Whatever you guys decide.

Ms. Harris: I say we do that.

Ms. Coon: \$700 is a lot of money right now.

Ms. Harris: So what are we doing?

Ms. Duque: You want the bench, Tim?

Mr. Moon: I kind of do. I don't use the bench, but I like the bench. I don't know why. It get used a lot.

Ms. Coon: Can the Cove donate a bench?

Ms. Jo: We would have to check with Michele to see.

Ms. Harris: The Cove has a couple of benches four to be exact that I think are in somebody's garage that she would love to get rid of.

Ms. Lora: The Cove bought them a week after we bought these.

Ms. Jo: It is not the same model but similar.

Ms. Coon: Different color.

Ms. Lora: They are brown. That color is discontinued. We have samples here of ones that are similar to it, but we are not going to find an exact match.

Ms. Duque: Can we appoint someone to work directly with the Cove Board of Directors? We need to proceed carefully with this discussion. Tim, could you please be the one to communicate with the HOA Board of Directors? My recommendation is to speak directly with Michele, the property manager

Multiple speaking at the same time making it hard to hear.

Ms. Lora: Going back to the FCC estimates that we have we have one for some of tresses outside on pool terrace some of the beams are cracking. The wood is not rotten and doesn't need to be changed right now. You guys have the estimate in your package and the total to remove and replace them with pressure treated is \$3,570.

Ms. Duque: That could wait.

Ms. Lora: That could wait a little bit. We don't have to act on it immediately.

Ms. Harris: Where are we talking about?

Ms. Jo: It is the pool area here.

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Ms. Harris: Are they going to fall on anybody?

Ms. Lora: No. It is more esthetic right now than structural. We can wait and put it in for the next budget. Following that one we do have estimates to repair some items inside the guardhouses, which is important. We have some water intrusion because some of the caulking by the windows is failing. We have a little bit of mildew in there so Alex is proposing to repair some of the walls inside, repaint, caulk and add caulk to tiles that are missing in there. The estimate for that one is the one that is number ending in 0530. It is for \$1,490. In addition for the same guardhouses there is some plumbing issue that we need to fix and there is also faucets that need to be repaired and the metal plates that hold the old type vanity to the wall are rusting. All that is all together.

Ms. Harris: Lets remember that nobody uses those. I understand the toilets, but the vanity sinks that look bad because they are rusting.

Ms. Lora: No. The back plate that holds the vanity on the wall is rusted so I don't want that to come to a point that the vanity is going to fall down and create a bigger problem. We need to maintain them.

Ms. Duque: Remember, those gates are not owned by us. They belong to a special taxing district that was put into dormant status. Since we assumed responsibility for their maintenance, it's our duty to ensure they are preserved and maintained in the same condition as when we took them over.

Ms. Harris: We don't need the faucet do we?

Ms. Lora: In your report I made a little report that has it all detailed. The total for all three estimates is \$2,664. That includes fixing the toilets, fixing the issue with the caulking, repairing the walls, replacing the flapper, the seat and all the metal parts that we need to fix in the sink.

Ms. Jo: I know that we are tight on the budget but in this case I think we should repair.

Ms. Lora: This is necessary.

Ms. Harris: What do you two think? If we don't do this Miami-Dade County will get all over us.

Ms. Coon: Will they though? Is someone coming and checking the bathrooms in the guardhouse?

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Ms. Duque: They have visited the District and inspected the guardhouses — they are familiar with them.

Ms. Lora: I can send you pictures of the inside so you can see what it looks like so you can have an idea why it is important to do it. Ana saw them.

Ms. Harris: I understand it is important. I just wonder if we can wait except for the mold.

Ms. Jo: In this case as long as it doesn't rain we are good.

Ms. Harris: The windows need to be caulked obviously. How much is the bathroom?

Ms. Lora: One is \$691.80 and the other \$482.40.

Ms. Harris: Can we just caulk and do the guardhouses and wait with the bathrooms till next budget? I am looking for compromise here.

Mr. Moon: Is the condition of the vanity a compliance thing?

Ms. Jo: What do we need to fix on the vanity?

Ms. Lora: The metal plates that attaches the vanity to the wall. There is rust running down the tile in the back.

Mr. Moon: Is there some dire compliance thing?

Ms. Jo: Just remember in this case they can come and surprise us and have an inspection any time.

Ms. Harris: In the eight years I have been doing this have they come and surprised us?

Ms. Duque: I think they came at the beginning of 2025. I will have to check.

Ms. Jo: How much do we save if we don't replace what Michele is requesting not to be replaced?

Ms. Lora: It would be \$1,194 to do the mold and the caulking part.

Ms. Harris: I am not saying we are not going to fix it. I am just asking if we can wait until the next budget to fix it and do it in stages like we are doing the pool.

Ms. Duque: It is up to the Board.

Ms. Coon: What if they come and inspect and they say you are out of compliance this needs to be fixed is it like a fine?

Ms. Duque: No.

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Ms. Lora: We can show them that we have the estimates and we are working on it and we took care of the other one first and we are doing it in stages.

Ms. Harris: I make a motion that we do that mold and the caulking because that is important. You don't want it to become mold infested.

Ms. Duque: So, we'll proceed with Estimate 0530 for \$1,490.40. Estimates 0531 and 0532 will be addressed later.

Ms. Harris: Let Alex know we are going to do it.

Ms. Lora: I will, he will understand.

On MOTION by Ms. Harris seconded by Mr. Moon with all in favor, Estimate 0530 in the amount of \$1,490.40 with FCC Carpentry to address mold and caulk windows in the guardhouse was approved.

Ms. Lora: The last estimate that I have here we can leave it for when you guys are preparing the budget for next year. I would like to add the windows for the guardhouses to be cleaned when we do our quarterly cleaning for the windows here at the clubhouse. That extra would be \$325.19 for both guardhouses.

Ms. Harris: A month?

Ms. Lora: No we do it quarterly. I discussed this Michele and Juliana and Michele had the idea that instead since it not used that much that maybe we can do it twice a year instead of quarterly. We can add that when we work on the budget to add it to the numbers.

Ms. Harris: The only other thing I would like to say on the guardhouses is maybe we should put some type of timer because when you drive by at night it is dark in there so everyone knows there is no one in there. Maybe add a timer so that the lights go on for a certain amount of time.

Ms. Jo: We did have timers inside there. I believe the timers manage the outside lights. You need to check if we could somehow put a timer inside as well.

Ms. Lora: I can ask.

Ms. Coon: Speaking of timers have we changed the timing on the visitor side gate?

Ms. Duque: Not that I am aware of.

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Ms. Coon: It seems like it same it just comes up.

Ms. Harris: I noticed that. Have Kevin check on it. The guy through it faster than I did on the residents.

Ms. Lora: It should be at 5 seconds, but I will have him check it.

D. Gate Updates

Ms. Lora: We recuperated some money from the gate houses. We have annual fees that Juliana has there to turn in. We had our annual fire inspection. We passed that. Tony is still working on the bougainvillea's the caterpillars we are trying to eradicate them. For me that is all for now. DML added two cameras for free for us on the top where you come so you can actually see the cars when they hit the post. We had some pushback from some people saying. So he added those for us for free.

Ms. Harris: Tell Kevin thank you.

Ms. Lora: Also Scott has to discuss the contract for the facilities use for UM. They sent back their requests.

Ms. Duque: There is two changes.

Mr. Cochran: They sent back I think some time in December a thoroughly red-lined version of the agreement. Most of it I was fine with, but I had asked Jennifer to print this one page so you can see with all the colored, red-lined stuff. The main reason I am bringing it to you is because they proposed come changes to the insurance provision which is paragraph there and to the indemnification provision which is paragraph 10. As far as the insurance the main thing is we always with our contractors and I know it is pursuant to what the District's liability insured has directed us to do we ask that when we are entering into an agreement with others that their insurance is primary and non-contributory so that if something happens that warrants an insurance claim it goes to the contractor's insurance first without ours getting involved. They proposed crossing out that language.

Ms. Duque: The indemnification.

Mr. Cochran: They didn't have like a specific for a lot of their proposed changes. They added comments explaining them. They haven't done an explanation for that one. Obviously they prefer not to have it. Like I said the District insurance carrier asked for it to be primary non-contributory in the other contracts. That is one issue. The

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indemnification one is ok with indemnifying us generally for things. The main changes that they have done is they are saying they won't indemnify the District for damages resulting from the District's breach of its duties or that otherwise arise from its ownership and that it won't agree to a blanket waiver of liability for the District for District cause injuries or damages. They say those provisions aren't commercially reasonable. Generally if we can we will try to get indemnification even if we do something wrong. They are saying no we won't agree to that, and we won't agree to waive it if you do something wrong. They are saying it is not commercially reasonable. This isn't really a commercial agreement because they are not paying us anything. They are just asking to use the clubhouse to run these programs. I don't usually have a problem with that because I don't think the District is going to do anything wrong. That being said it does open up a potential for liability because even if we do nothing wrong by virtue of them having the event it is bringing people here for that purpose and if something happens typically since the District owns the clubhouse they are not just going to sue whoever is doing the program they will sue the District too. Those changes are material enough that I thought it was necessary to bring to the Board. The other ones that they proposed in the agreement are fine. I don't think it requires Board attention. I wanted to bring those to you guys just to see what you want to do.

Ms. Harris: I don't like the insurance part at all. That is a no go for me.

Ms. Jo: What about the indemnification?

Ms. Harris: That would be up to Scott and Juliana if they tell me it is ok.

Mr. Cochran: It is a business decision for the Board. It is not a commercial transaction. They are correct that generally in a commercial transaction you would either have either mutual indemnity or the person that is providing the service, in this case they are not really providing a service to the District. They are not a contractor of the District. They are just wanting to use the facility to do their thing.

Ms. Harris: Can we go back and talk to them?

Mr. Cochran: We can, yes. However the Board directs us.

Ms. Harris: Yes go back and remind them.

Mr. Cochran: I can go back and see if they will agree.

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Ms. Harris: Let's go back and just ask and bring it back at the next meeting. We waited this long for them.

Mr. Cochran: Ok. I got direction

Ms. Lora: The only thing I have left is ask everybody when are we going to the rule process. I would like to get the rules revised before the summertime especially with our lift chair.

Ms. Harris: We can start working on that.

Ms. Duque: Did we send the rules already?

Ms. Lora: We did.

Ms. Duque: Send it again so the Board can have them.

Ms. Lora: I believe Maggie and Ana sent some comments back. I still have them in my email. We were waiting for the chair to be installed so we could actually do everything all together.

Ms. Jo: Are there any issues that merit any changes from your experience people coming in and out?

Ms. Lora: Very minor ones.

Ms. Harris: Just give us your suggestions.

Ms. Lora: I will.

Ms. Duque: Thank you, Jen.

E. Field Manager

1) Monthly Report

2) Update on SFWMD Buffer Maintenance

Mr. Lorenzo: Does anybody have any questions regarding the report?

Ms. Harris: How many years till the agave grows?

Mr. Lorenzo: The good news is that they are free, but it is going to take a little time to grow.

Ms. Harris: You can barely see them.

Mr. Lorenzo: Those were the only ones we could get. The tree trimming was completed. We are working on some irrigation repairs. I have a meeting with them to go over some stuff. Just so you know we are working to have them not mow the lawn in areas where it doesn't need to be and just focus on detailing to preserve the health of the grass and the turf. We are working on that with them. There is some brown spots that we

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are monitoring as well in the medians. It is the dry season so that is why we need to make sure the irrigation is working perfectly. The annuals are doing well.

Ms. Harris: Speaking of irrigation can we have them double-check because we are watering the street again especially by the gate on 88th.

Mr. Lorenzo: All the repairs on the column sides where you are talking about should have already been completed to the best of his ability without compromising the health of the plant material that is there. The hedges were replaced where somebody crashed into the hedge at 88th Place. Last but not least the lakes are doing well. You will see some repairs. I just wanted to touch on the columns are going to be painted soon with FCC contingent upon our meeting with Tony regarding the irrigation. The outdoor gym equipment I know this is sore subject. I am always checking to make sure that they are in good standing. The ones that you see on page 123 on the bottom they are rusting from within. Jake will be out here soon. He has been hoping to get out here sooner than next week but hopefully if all goes well next week he should be onsite to possibly remove what needs to be removed. I think it is just two stations. There might be a third. We will get back to you guys in regard to that. The sidewalks were cleaned. There is a couple of lights on during the day including the ones that are on the report on page 126. They were reported in December. They usually take up to 40 days to be addressed. I resubmitted tickets just so you guys know. Last but not least the update on the South Florida Water Management buffer. It was completed by the beginning of this year as anticipated, so we are done. You will see on page 134 an updated report which was sent to South Florida Water Management. They were happy to see our progress with regard to all of this. We are in good standing with them. The only thing that is pending is the replanting which the engineer is working on. One last little detail if you guys go to page 152 you will see a map, you will see the upland water buffer indicated in sections 1 -10. All those invasives have been removed. We are done there. We are just waiting for them to confirm that north section on the map where the Reserves is. It is also part of it. Technically according to the engineer in our discussion it shouldn't be. She couldn't give me an answer the day that we met after just to confirm that everything was removed because there are invasives in that area. It is not that much but just to confirm with me if they were removed or not. They are invasive in that area, but it shouldn't be included in this, but we haven't received

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confirmation of it. Aside from that we are just working on the replanting. We should have some more information. You will see some of the maps on page 153 and 154.

Ms. Duque: I'd like to clarify for the Board of Supervisors that the work currently being performed by the District is being done at the request of the South Florida Water Management District. This was not an initiative the District undertook on its own, South Florida specifically directed which trees are to be removed. I want this clearly stated for the record: the property belongs to the South Florida Water Management District, and while we are responsible for its maintenance, they determine what stays, what is removed, and what will be replanted as part of the third phase of the project.

Mr. Lorenzo: To give you light to what we were just discussing if you go to page 153 and zone in you will see a bunch of pink dots. You see where the Courts ends, that corner all the way down to the Trellis, the Tides, and the Enclave all of those have been removed. What we are asking them to confirm that on the north side of the Courts that goes along the lake and then all the way up to the Reserves. So those are the trees I am waiting for them to clarify before we go ahead, and you guys pay to have them removed.

Ms. Jo: Do we have an idea of how much maintenance is going to cost us?

Ms. Duque: Based on my conversations with Tony, it appears that after this last cleaning, they'll be able to provide us with a more accurate cost estimate. Initially, he recommended doing the cleanings quarterly, but he has some concerns about the summer months due to the rapid growth of king grass. During the most recent cleaning—either in November or December—he noticed that the king grass was growing very quickly. I'm going to review whether it makes more sense to continue quarterly or switch to monthly cleanings to better manage the growth. More frequent maintenance might actually be more cost-effective than waiting three months, as the workload increases over time.

Ms. Jo: Remember in November and December we did get some rain that we shouldn't have had.

Mr. Lorenzo: He has been maintaining it as needed up until now. He is gauging data to see what is required.

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Ms. Harris: We do our budget in February and March and we will have a better idea.

Ms. Duque: Yes. We are going to have numbers for that.

Ms. Jo: Perfect.

Mr. Lorenzo: That is all I have unless you have any questions.

Ms. Duque: Thank you Jesus.

F. CDD Manager – Update on Blue Heron Park – CBS News Report

Ms. Duque: Let's move on to the CDD Manager's Report. The only update I have, which was already shared with the Board of Supervisors via email, is regarding Blue Heron Park. I sent you a link to a CBS News report featuring Town Manager Rafael Casals discussing the work completed at the park. It appears the town received federal funding to finalize the improvements. That concludes my report.

Ms. Harris: Did we ever hear back?

Mr. Cochran: I still need to reach out to them again in light of the newer developments that have happened. The good news is that it does sound like between the Brown Field thing and this other report that they received external funding to fund a lot of it. Hopefully that bodes well for us, but I will have more information for the next meeting.

Ms. Harris: Can you doublecheck so that when we work on the budget.

Mr. Cochran: Yes absolutely.

Ms. Duque: That is pretty much it.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Acceptance of Unaudited Financials

Ms. Duque: Financial reports. Tab A is approval of check register and tab B is the acceptance of the unaudited financials. A motion was made by Michele.

On MOTION by Ms. Harris seconded by Ms. Coon with all in favor, the Check Register and Unaudited Financials were approved.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Duque: Do I have any Supervisor requests?

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Ms. Harris: We ran into a little issue with the lighting company.

Ms. Jo: Which lighting company?

Ms. Harris: Holiday lights. It seems that they don't believe in our contract when it says everything must be down by January 15th. When Michele pulled in on the 19th everything was still up, at which time I lit these two up. I do mean everything. They just unplugged it is all they did. He said well it rained, it is this. His contract specifically states by the 15th. He did not do this.

Ms. Coon: We had this issue last year, but I know he was sick or something last year.

Ms. Harris: It is always something. It was his attitude I think more than anything. His attitude was well I am going to get to it. It will all be down by this. Instead of being honest and said you are right I screwed up and it should have been down and obviously he took down other Districts before he took down ours. I seriously doubt anyone else has the 15th in their contract.

Ms. Duque: Palm Glades did.

Ms. Harris: You know what I am saying. I am not defending him. The only thing that I know because this was prior to this was that he was supposed to come two weekends before and he couldn't because of the amount of rain. I know because that conversation took place at that specific district.

Ms. Harris: Then you get it done. I know it can get done because getting it down is a quarter of the time as putting it up and I know this for a fact. I don't guess on this. I know this as a fact because I have knowledge on this one. It is inexcusable his attitude. It is not my problem that it rained. It is his problem that it rained. When he finally came on the 19th to remove the Christmas tree he told Juliana it wasn't physically possible for him to remove the rest of the stuff. Well of course not he had no bucket trucks here, so it was not physically possible. He didn't arrange for bucket trucks. It all could have been down in one day. He did not want to. Maybe he wanted to go see the game I don't know. But none of that is our problem. Like I said it is his attitude. I don't work with him directly. I think our contract is up with him but his attitude sucks. He can't just be nice to these people. If any of call we have as much authority as Ana.

Ms. Jo: Of course.

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Ms. Harris: He either gets it done better or we will go get some more bids because it is inexcusable not to abide by your contract. Did we pay him everything we owe him?

Ms. Duque: I believe so. Let me check.

Ms. Coon: What if we were late on payment?

Ms. Harris: He wouldn't be very happy with that. If we are going to stay with him then I would like to keep the last 10% out so that if this happens again we can deduct something for everyday he is out.

Ms. Duque: Do you want us to amend the contract?

Ms. Jo: To tell you the truth in this case the only way people will react is if you withhold money. Unfortunately yes. In this case if you feel more comfortable withholding money I totally agree with you because money is the only way people will move unfortunately.

Mr. Moon: Is there a current agreement through 2026?

Mr. Cochran: No. It is in the agenda for today to ratify it. Even though it is the same point of contact it is actually a new LLC.

Ms. Harris: He renamed it.

Mr. Cochran: The contract is currently through the 2027 holiday season. The way the payment schedule is structured is 50% by October 1st and then 50% by January 15th which is supposed to be the takedown date with the idea that it is part of them completing their services is taking it down on time. We do have I believe a provision in there. Yes, if they fail to perform any of the duties specified by the deadlines therein the District entitled to a credit of \$150 for each day beyond the deadline for the performance of the duties.

Mr. Moon: Oh so it is already in there.

Ms. Jo: \$150 per day is not enough. You need to make it hurt so that people move and do what they need to do.

Ms. Harris: He owes us for 5 days at \$150 per our contract.

Ms. Duque: It can be changed.

Ms. Harris: I would like that the District not pay him the final 50% until it is done.

Ms. Duque: So we will need to amend the agreement.

Ms. Jo: I believe he submitted the invoice after he put everything down, right? We paid him on the 15th. He submitted the invoice after.

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Mr. Cochran: In the agreement it says final payment is conditional that all installations lighting equipment and decorations having been removed by contractor and the District having been reimbursed for any and all damages to property.

Ms. Duque: Maybe it was the invoice that I saw and not the payment. Give me one second.

Mr. Cochran: What this is saying is that the 50%, even though it says by the 15th there is an asterisk kind of thing connected to it that says final payment is conditioned on everything having been removed.

Ms. Jo: The question is has he been paid already? If he hasn't been paid already then you hold the \$150. How much is the 10%?

Mr. Cochran: \$59,625 is the contract price so it would be almost \$6,000.

Ms. Duque: We haven't paid the final invoice.

Ms. Jo: I understand that he submitted the invoice, but I know it is a process to issue the check.

Ms. Harris: If he owes us \$150 a day it was not removed until the 20th that is five days. That is \$750 for right now. We can take the \$750 off. That is not much I like Tim's better at 10%. I will abide by the contract unlike him.

Mr. Cochran: We can always propose amending the agreement to increase that amount.

Ms. Jo: We just amend it.

Ms. Harris: That was all I had.

Ms. Duque: I need from the Board to proceed according to the current agreement to request a credit of \$750.

Ms. Harris: No, just to remove it because that is what our contract says.

Ms. Duque: Correct. We're not making a new request; it will be applied as credit on their final invoice

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a motion authorizing District staff to request a credit of \$750 from CV Pro Lighting for Christmas lights was approved.

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Ms. Harris: Moving forward we can talk to him about amending the contract. A \$1,000 a day that will get him.

Ms. Duque: It looks like we have direction from the Board to amend the contract. We can go ahead and make the amendment, Michele, and then send it to him directly.

Ms. Harris: \$1,000 a day until it is down. I am not just trying to be a pain in the butt, but my main thing is those palm trees. They are expensive. When they die we can't afford to replace them especially the one in the front that had the disease on 88th that we are trying to nurse along. We can't afford this. They have that boot on them for so long that the palm fronds can't come off. It is not healthy. All those staples in the trees is not healthy.

Ms. Jo: What is the status on the palm tree at the entrance?

Ms. Harris: It looks better. We don't want anything to impede those because we simply can't afford to replace them. We have enough problems we don't need manmade problems. My fear is one day we are going to have no palm trees at the rate we are going.

Mr. Cochran: So the direction is to amend to \$1,000 per day?

Ms. Harris: Do you think that is too much?

Ms. Duque: Ok, perfect. Any other direction from the Board? None. Do I have any audience comments. Thank you, Santiago, for being here today again. A motion to adjourn will take place.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Harris seconded by Mr. Moon with all in favor, the meeting was adjourned.

DocuSigned by:

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Assistant Secretary/Secretary

Signed by:

0D54D261347F473...
Chairman/Vice Chairman

Certificate Of Completion

Envelope Id: A93D6934-214F-403B-B916-A48F3CB8684F
 Subject: Lakes by the Bay South: Complete with Docusign: 1-27-26 Minutes.pdf
 Source Envelope:
 Document Pages: 22
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Ellen Acosta
 1001 Bradford Way
 Kingston, TN 37763
 eacosta@gmssf.com
 IP Address: 162.199.192.217

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Status: Original
 3/5/2026 8:45:15 AM
 Holder: Ellen Acosta
 eacosta@gmssf.com
 Location: DocuSign

Signer Events

Juliana Duque
 jduque@gmssf.com
 District Manager - Assistant Secretary
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

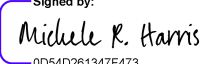
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Timestamp

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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Michele R. Harris
 mrhulse61@gmail.com
 Ms.
 Security Level: Email, Account Authentication (None)

Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 104.203.13.109

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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