



**Emerald Green Property Owners Association
Emergency Special Meeting of the Board of Directors
ZOOM**

Aug. 2, 2025 - 11:00 am

(Please click this link to watch a recording of this meeting on YouTube)

Name	Present
Patrick Kennell	✓ (Zoom)
Ilana Kaufman	✓ (Zoom)
Earl Silas	✓ (Zoom)
Dan Brumbaugh	✓ (Zoom)
Tom Ganz	✓ (Zoom)
Chris Loomis	✓ (Zoom)
Lesli Askew-Halprin	✓ (Zoom)
Joel Cohn	✓ (Zoom)
Beverly Fernandez	✓ (Zoom)
Alex Rey	✓ (Zoom)
Zach Siegel	✓ (Zoom)

Staff: Nick Woerner

1. Dan motioned to approve the following agreement between EGPOA and EGLLM, to take effect on Monday, Aug. 4, 2025. Alex seconded.
 - a. This agreement establishes a partnership between EGPOA and EGLLM to share the costs of salary and benefits for employees who are equally employed by both organizations.
 - b. The agreement is limited to the salary and benefits of the Director of Property Management/Director of Operations and Assistant Director. The Office Assistant is not included due to preexisting agreements.
 - c. The Director and Assistant Director will be employed simultaneously by both EGPOA and EGLLM, with benefits packages owned by EGPOA. EGPOA and EGLLM will each be responsible for 50% of both employees' salaries and benefits. EGLLM will reimburse its share of the costs of benefits either directly to the employee or EGPOA, per their employment agreements.
 - d. This agreement was previously approved by the EGLLM Water Company Board on July 31, 2025.

2. **Chris motioned to amend the agreement as follows. Dan seconded.**
 - a. The EGPOA Board approves the following language defining the scope of each Board's responsibilities. The proposed agreement ("1.") will take effect once the EGLLM Water Company Board approves this language or proposes revised language mutually agreeable to both Boards.
 - i. Each Board retains independent oversight over the services provided to its respective company, and shared employees shall take operational direction from the EGPOA and EGLLM Boards on matters related to their respective companies and within the scope of this Agreement.
 - ii. Each Board shall provide direction within the scope of its own entity's operations; neither Board may unilaterally direct shared employees in ways that materially affect the other entity's operations or resources, except with the mutual agreement of both Boards.
 - iii. If shared employees receive conflicting or incompatible instructions from either entity, the Director of Property Management shall promptly notify the Presidents of both Boards in writing.
 - b. The amendment passed unanimously by roll call vote.

3. Chris motioned to amend the agreement to include conflict resolution procedures. Joel seconded. Chris withdrew the motion.

4. Chris motioned to amend the agreement as follows. Earl seconded.
 - a. A **Joint Oversight Committee (JOC)** comprised of two (2) representatives from each Board appointed by the respective Presidents of EGPOA and EGLLM shall meet at least once per quarter with the following responsibilities:
 - i. Review and evaluate roles, priorities, and time allocation for all shared employees.

- ii. Review and evaluate employee handbooks and other HR-related procedures. Support the Director in ensuring compliance with federal, state, and local employment laws.
 - iii. Review and evaluate compensation and benefits of shared employees.
 - iv. Recommend changes to the Director and both Boards as appropriate, including adjustments to shared employee compensation and benefits.
 - v. Conduct annual performance reviews of the Director.
 - vi. Participate in the hiring and onboarding process for shared employees.
 - vii. Evaluate performance issues and make recommendations on corrective action or termination of shared employees to both Boards.
 - b. In the event of a conflict regarding this agreement, EGPOA and EGLLM shall first attempt to resolve the issue through direct discussion between the respective Board Presidents (or designated officers).
 - c. If the matter is not resolved through initial discussion, the dispute shall be referred to the JOC. The JOC shall:
 - i. Convene within five (5) business days of notification.
 - ii. Gather relevant information from both Boards and employees.
 - iii. Issue a recommendation to both Boards within two (2) business days of its meeting.
 - d. If the JOC's recommendation does not resolve the dispute, the Boards shall meet either jointly or independently to reach a formal resolution. Each board shall retain authority over its own entity's obligations and decisions.
 - e. The motion passed unanimously by roll call vote.
5. Chris motioned to amend the agreement regarding the Assistant Director's job description for EGPOA. Dan seconded. Chris withdrew the motion.
 6. Chris motioned to approve a [job description for Assistant Director](#) for EGPOA. Zack seconded the motion. The motion passed with nine votes in favor. Joel and Ilana abstained.
 7. On the main motion ("1."), as amended: Patrick, Chris, Dan, Lesli, Zack, and Alex voted yes. Ilana, Joel, Beverly, and Tom voted no. Earl abstained. The motion passed.
 8. Community Comment
 9. Dan motioned to move into Executive Session. Patrick seconded, and the motion passed by voice vote.