

MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, August 2, 2017 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum:

|                  |               |
|------------------|---------------|
| Carol Witcher    | Chairman      |
| Edward Rizzotti  | Vice Chairman |
| Maria Hernandez  | Supervisor    |
| Melvin Mills     | Supervisor    |
| Richard Bosseler | Supervisor    |

Also present were:

|                   |                               |
|-------------------|-------------------------------|
| Jason Showe       | District Manager              |
| Michael Pawelczyk | District Counsel              |
| Christian Ossa    | District Engineer             |
| Alan Scheerer     | Field Operations Manager      |
| Brenda Nichols    | Universal Protection Security |
| Janice Hill       | BCA                           |
| Several Residents |                               |

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order at 1:30 p.m., called the roll and the Pledge of Allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Community Updates**

**A. Security**

Mr. Showe: Ms. Nichols from the Security Company is here to present the Security Report.

Ms. Nichols: We replaced the gate system vendor in the gatehouse. All of the residents were uploaded. Guests and visitors are being input overnight. The system is up and running and we have no issues with it. Are there any questions?

Mr. Mills: I hate to bring up old business, but I have noticed, since Barb has been gone, during the day if you do not call the guardhouse and tell them that someone is coming in, they don't call you back. They let the vendors in. In fact, I don't see any of them, at this current time, trying to detain people. Not stop them, but try to make sure that they are coming into the gate legally.

Ms. Nichols: Okay.

Mr. Mills: In the past, even though we have to let them in, we always try to ask questions to let them know that they aren't welcome. If it continues the way it is now, we don't need a Security Company.

Ms. Nichols: I will address this.

Ms. Wagner: Joanne Wagner, Isles of Baytree. I agree. When people are going in and out, the guard always wrote on his tablet, where my address was. Now, they don't do anything. They just say, "Okay, that's fine" and lets me in.

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. Is now the time to bring up the transfer of the bar? I have 47 members from The Hamlet that are up in arms about this whole thing. I told them that I would bring it up.

Mr. Showe: It's up to the Board if you want to entertain that discussion at this point or not, as far as residents who want to bring the bar back.

Ms. Hernandez: We could discuss it later. I've been down there quite a few times and watched. I have not had a single problem with what Mel mentioned. I have seen the guards ask people where they are going and take their license plate. To my knowledge, it looks like they are doing a good job. They don't stop and chat with the people for a long time. They do their job and take down the driver's information. Unless they are doing it differently when I'm there, I don't know. I have not seen them do anything.

Ms. Nichols: I was in the gatehouse for about 35 minutes and he logged everyone in and got license plates.

Mr. Mills: I had a contractor come on Monday and I purposely did not call the gate.

Ms. Nichols: He did not call you?

Mr. Mills: He did not call me.

Ms. Nichols: Okay.

Mr. Mills: On Tuesday, I had another vendor come in and I did exactly the same thing.

Ms. Hernandez: I totally agree for the same issue.

Ms. Witcher: Legally, you can stop them from coming in.

Ms. Nichols: They should be calling the resident if a vendor is there. I will impress on that.

Mr. Jean: Leonard Jean, Linford Court. Most of you know that I come to virtually every meeting, but I wasn't able to attend the last meeting. I vigorously defended Barbara, but I found out that the main reason for removing Barbara, was because a certain doctor called a couple of times and insisted that she be removed. I do not feel that any resident should be directing any of our vendors. That is the job of the Management Company and the Board. I suggest that the Board establish that as a rule. You don't want a resident convincing the pool management to change the pool temperature, or to convince Tropic-Care to do or not do something that you instruct them to do. I think that should be a policy. There may be very few extenuating circumstances. I don't like that one resident affects something here.

Mr. Showe: To the best of my knowledge, that's not what happened in this case.

Ms. Hernandez: It wasn't.

Mr. Jean: My wife called and asked why Barbara was removed, and the response was that a doctor kept complaining.

Ms. Hernandez: She didn't talk to me.

Mr. Jean: What are you expecting of your officers? Are they allowed to smoke?

Ms. Nichols: I talked to two people from this community about Barbara. They called me. My response to both of them was that Barbara was removed because of the complaints that we had of her not calling owners when visitors came in.

Mr. Mills: In the past, the rule was that the resident calls the front gate when they are expecting an individual or vendor, and if not, then we were supposed to leave a message on their answering machine. That has not happened.

Ms. Nichols: I apologize. It will be done.

Ms. Hernandez: I complained at three or four different meetings about what Barbara was doing. I would call to say that someone was coming and then she wouldn't let them in. She argued with them. These were vendors that I had for 20 years. She would argue with them and turn them away. Then they would go outside and call me to tell her to let them in.

Ms. Nichols: I spoke to Barbara. One of the biggest issues we had was when guests came to the gatehouse, she would have the guest call the resident to get permission to come in, and then tell the guest to call the gatehouse. There were numerous complaints.

Ms. Hernandez: Residents can put their vendors name on a list. If that vendors name is on the list, the guards are going to let them through, because if they had to call every single time a vendor went through, you would never get in the gate.

Ms. Nichols: You have a call list and non-call list. Residents need to make sure that the lists are updated, so that we can get it updated in the system. If their name is not on that list, they should be calling the numbers.

Mr. Showe: Just to clarify, the role that the Board and staff had in the process, is whenever we get complaints about a guard not following protocol, regardless of who that guard is, we try to get as much information as we can and deal directly with the vendor. Those guards are the vendor's employee, so it is up to them to handle those employees in whatever manner they see fit. Our role as a Board and Management, is to make sure that the contract we have is adhered to. It's the vendor's job to staff the site in a way that they feel most addresses those concerns or the requirements of the contract.

Ms. Witcher: I've received a few compliments about the guards at the gate. If there is a situation, like Mel mentioned, maybe they could review that, or maybe Mel could put his vendor's name on the list, so they don't have to check them every time.

Mr. Mills: This wasn't an everyday vendor. This was a once-a-week vendor.

Ms. Seaton: Veronica Seaton, 606 Deerhurst Drive. Regarding Barbara, we forget to call the gate that someone is coming, and Barbara called us to confirm that they were here before she let them in. She educated people on what should be done. She was very helpful in that respect. I don't see why she should've been removed because she showed us what to do.

Mr. Seaton: Marcus Seaton, 606 Deerhurst Drive. I'm a bit confused as to whether all of the guards manning the gate are following the same directive. I just heard a gentleman say that he purposely did not call the gate and the vendor came straight in, whereas we are supposed to phone the gate to let the vendor in. What are the guards told, are all of them following the same guidelines, and are they expecting us to phone the gate before they let the vendor in?

Ms. Nichols: Did you have them on your no call list? Their name will come up. They get their name, Driver's License and let them through. If it's a vendor on the no call list, the

same procedure is followed. If a guest is not on your list, the guards will get their name, address of where they are going and call the owners to get their information. Then they sign them in and open the gate.

Mr. Seaton: If the owner refuses, do they still let them in?

Ms. Nichols: No.

Mr. Ossa: That's not accurate. The gates are public; therefore, we can't deny access.

Ms. Nichols: If a guy came up to the gate and asked to drive through the community, they come through. We cannot stop them. We can take their name and tag number. If they call for a specific owner and they are not on the no call list, and we call and don't get an answer, we don't let them in.

Mr. Seaton: That's what I wanted to know.

Mr. Huot: Wayne Huot, 8012 Old Tramway Drive. Is access public?

Mr. Showe: Those are public roads, so access cannot be denied to anyone.

Mr. Ossa: Even if the homeowners are not home, if they want to get into the community, we can't deny access.

Resident: That's a problem. Why do we have a guard?

Mr. Huot: When we bought the house in February, it was under contract. Before we left to go back to New England, we wanted to take a picture. We were told that we were not allowed to come in. I travel all over the world and I would rather have hard access to that gate for security, than anything else.

Ms. Hernandez: Would you discuss the legalities?

Mr. Pawelczyk: The legalities are exactly as Jason described it. It's a public road. The roads were built and constructed using public dollars. Unfortunately, they are your dollars. They are basically your assessment dollars. The homes were built and paid for with tax exempt bonds and the roads are owned by the CDD, which is a public entity. Therefore, we cannot prohibit access. You can restrict access, which is what we are doing. When I come to the gate, they should ask for my name and Driver's License. I can show my Driver's License and they can ask me where I'm going, what address I'm going to and take my picture. They could tell me that I'm not on the list and if I say that I still want to come in, they have to open the gate. It's no different than any public area. Most of Post Orders have been here since I have been District Counsel, unless someone changed them.

Ms. Wagner: I want to address public through-ways. The bonds have been paid off. I would like to know the process for us to change the public access to private and for us to explore it, because maybe it is what the neighborhood wants. I would like to know if there is a way so we can free of minds of people just having free access to our neighborhood when we don't want it. I would like to ask the CDD Board and District Counsel to look into the process. Most of us bought into a community that we thought was gated. We liked that there was a person at the gate and that is wasn't a push button gate or a gate that was open, so that anyone could come in. Even though people can come into this gate, they technically have business here. We don't like the idea that other people can come in. We have had home and attempted robberies over the past few years, and we would like to feel safer about our homes than what we are experiencing. I would really like the CDD Board to take another look at that and see what we need to do to make our community safer. I live next door to a home that was broken into, after the owners had left for a doctor's appointment. They entered through the garage door. As soon as we opened the kitchen door, they ran away. That was shattering to us. We bought into Baytree thinking that it was a safe and secure community because access was through a gate. I would really appreciate if you would look into having limited access.

Mr. Showe: I think Mike has some feedback.

Mr. Pawelczyk: Access is limited. My experience is with Districts and public roads. Even if they are City roads, there are soft gates. Cities will use them for their wealthier neighborhoods. You can just pull up the gate and it opens. That's not what you have. You have a gate and if the guard is doing his or her job and asking the right questions, that's the first person that the police are going to go to. They should go to each of those gates and see who checked in. If the person who robbed your neighbor's house came by vehicle, that information is written down on a piece of paper. Otherwise they walk through the community or they live here.

Ms. Wagner: They tailgated through the back gate.

Mr. Pawelczyk: There's a camera.

Mr. Ossa: If that's the case, the camera catches your license plate.

Mr. Pawelczyk: If the Board wants me to look at that, I can spend my time doing that, but for now the roads are public and are owned by the District. It's a soft gate. I have Districts where you pull up to the gate and the gate just opens. It's a perception, whereas this one, we've taken it further and you as homeowners spent more money to make sure that two of the gates

have an onsite guard, 24 hours a day and the other one is supposedly restricted to resident's homes. It's up to the Board.

Ms. Hernandez: Jason needs to provide video to the Sheriff's Office.

Mr. Showe: Absolutely. If the police ever ask, we can provide them every little bit of information that we have for occurrences.

Ms. Hernandez: We take pictures at the gates, so we have films of people coming in and out, and those can be provided when we have a problem. The major problem is when the developer built this community, he took out too many bonds for Baytree Drive. Baytree Drive is a public road. There's nothing that we can do about that to my knowledge.

Mr. Pawelczyk: You have the golf course. If someone says that they want to go to the golf course, the agreement that you have with the golf course is you have to let them in. So, they are going to do the same thing, whether it's a hard or a soft gate. If I'm coming in and I can't get in because it's a hard gate, I will just say that I'm going to the golf course.

Ms. Wagner: Who owns the gates?

Mr. Pawelczyk: The CDD.

Ms. Wagner: We pay the taxes for the CDD. Does anyone else in Brevard County pay for the CDD?

Ms. Witcher: Yes, if they are part of the CDD. Viera is also a CDD.

Ms. Wagner: We pay the taxes that cover the cost of the CDD.

Mr. Pawelczyk: No tax dollars are used for the CDD. You have a line item for non-ad-valorem special assessments. They are not taxes.

Ms. Wagner: It is essentially a tax, so we pay for the CDD. It seems like the CDD should do what we want it to do.

Mr. Showe: I think the Attorney is telling you what the District is legally allowed to do.

Ms. Hernandez: We don't like it either, but that's the law.

Ms. Wagner: Jason, I realize what you are saying, but, everything can be changed. There is nothing that cannot be changed. If this is the will of the community, they can explore it and come back.

Ms. Witcher: I was at Heritage Isles yesterday. They have gates. The car in front of us was denied entry and the driver was mad, because nobody called in and they could not reach the owner. He had to turn around.

Mr. Showe: I believe that those are private roads.

Mr. Bosseler: Its different when you have a private road.

Mr. Mills: I would like to see somebody at the front gate, whether its daytime, from 4:00 a.m. to 11:00 a.m., or 11:00 a.m. to 7:00 p.m. I purchased a brand-new car the other day and entered the gate at about 4:30 p.m. I never met this guard, so I pulled down my window and said, "I'm Melvin Mills and I live at 8200 Compton Way." They said, "No problem Mr. Mills" and opened the gate. They never checked my Driver's License or verified that I was a resident of Baytree, and that continues to happen.

Ms. Hernandez: They usually check your license.

Mr. Pawelczyk: That's my point. If the guards are doing their job, the soft gate that you have here, with the camera system, does everything that a hard gate does, other than completely restrict access to those that aren't on a list. It provides the deterrent and all of the information, because if someone is coming in here in a vehicle and provided all of that information, they are going to have to be a pretty dumb criminal to rob a home after they have all of that information recorded. Our experience with these Districts is that is how home robberies occur. Those home robberies occur because its either kids in the community, or people in your community, or they walk in from a neighboring community. You also have a Cost Sharing Agreement with the Isles of Baytree, where they pay us a certain sum of money each year for the upkeep of the road, which is not taxed. It's just part of the budget process. The agreement provides for maintenance of the roads, for their use of your CDD roads. I think if the Post Orders are followed, we would have to go through that expense of trying to make your gates private. You also have to look at how to do it in this situation, if the Board so directs. If you do decide to do it, you no longer have the ability to finance on a low interest rate, long-term basis. For the milling and resurfacing of your roads, I know that HOAs have a very difficult time getting more than a five-year loan, but for this community, I don't think that would be as much of an issue. While the CDD is getting 3.5% to 4.5% interest rates, the HOA is going to 6.5% to 7% interest rates, but we could spread it over time. You also would have to insure those roads for damage that occurs. We have sovereign immunity, so our insurance rates are much lower than the BCA, in this case. I think there are a lot of factors that you have to look at, if that is what the Board wanted to do.

Mr. Mills: It took a long time to get the guards to the point where they were actually trying to restrict people, so they would say, "If I have to go through all of this trouble, I don't



even want to go in there”. If they demand access, we have to let them in. I understand that, but they are NOT following through and saying, “Prove to me that you are a resident of Baytree. Prove to me that you have a golf pass. Prove to me that you are going to play golf”.

Mr. Pawelczyk: That’s what you really need.

Mr. Mills: That’s exactly what those guards need to do, especially from morning, all the way to the next morning. They are not doing it, because its happened to me.

Mr. Seaton: The reason why most residents are up in arms is because Barbara was doing that. A lot of guards are not doing that. The guard at the gate, doesn’t know me. I said, “I’m Marcus Seaton and I live at 606 Deerhurst Drive”, and before I could finish speaking, he pressed the button and opened the gate. I feel that was wrong.

Mr. Pawelczyk: To follow up on what this gentleman is saying, I’ve come through the visitor’s gate for many years, and there’s rarely somebody behind me when I come in at this time of day. As a visitor, I expect to be asked questions, just like you are saying. You expect to give your Driver’s License. If the gates are 10 cars deep, the guard is going to speed up. Why? Because typical Post Orders require the guard to speed up to get people in and out and will get more limited information. At least now, there’s no reason that you can’t ask for my Driver’s License and which address I’m going to. If they ask for my name and where I am going, I tell them that I am going to the Clubhouse for the CDD meeting and my name is Michael Pawelczyk. I spell my last name and they let me in. They don’t know that my name is Michael Pawelczyk. If that’s in the Post Orders, that’s fine, but what I’m saying is that could be strengthened slightly, if that’s the way that the Board wants to go for security.

Ms. Schoonmaker: Along the same lines, if someone is on the list and they come in and say, “I am Joe Shmo and I’m going to see the Schoonmakers at 403 Berwick Way”, are they going to now take advantage of me being on the list by making them provide their Driver’s License?

Mr. Showe: The process is that they are supposed to check to see if you are on the list. If you are on the list, they are supposed to write your information down on their log and let you go through.

Ms. Schoonmaker: How do they know that I’m Joe Shmo?

Mr. Showe: They are supposed be asking for Driver’s Licenses.

Ms. Schoonmaker: Do I legally have to give my Driver’s License to a guard?

Mr. Pawelczyk: Absolutely not.

Ms. Schoonmaker: That's the point that I need clarity on.

Mr. Pawelczyk: If someone refused to provide their Driver's License, the guard puts on the sheet, "refused to give Driver's License" before they open the gate. Where's the first place they are going to look if something happens? They are going to look at the list and the Cop is going to say, "Oh, they refused to give their Driver's License". Then they are going to pull the camera to see the plate, license, make and model of the car.

Mr. Mills: Have the guards received the Post Orders to read?

Ms. Nichols: Yes. There's a copy in the gatehouse.

Mr. Ossa: One of the suggestions that we may want to make is, because there was a transition in guards, we could set up an onsite meeting with Brenda and her team, Jason and me, to go through the Post Orders with the daytime Supervisor, do some follow-up, scrutinize it more closely and try to get them to the level of satisfaction that the residents here want. We have a good understanding of what you want. We have been involved with development of those Post Orders. We will get together with everybody, perhaps as early as next Monday, run through the process, see what we can do to get it straightened out and continue to monitor that going forward. That's just one suggestion that I would make.

Mr. Breitner: Art Breitner, 8042 Kingswood Way. I'm listening to everyone's comments and understand what people are saying and some of the concerns. I think that we have to speak to these guards, but before we do that, we should prepare a document, specifically explaining what we expect the guards to do in these situations.

Mr. Ossa: We already did that. I just asked for the Post Orders.

Mr. Breitner: If somebody drives me back into Baytree, and I am a passenger, when I roll down the window, is the guard supposed to ask me for my Driver's License?

Mr. Mills: I would think so, to prove that you are a Baytree resident. You are recommending that we tighten up the Post Orders.

Ms. Schoonmaker: Exactly.

Mr. Breitner: How do we do that?

Mr. Pawelczyk: The Post Orders are 12 pages long. If I am a guard and you come in with somebody else, and you say that you are a resident, I don't care who is driving the car. I am going to ask for your Driver's License to prove that you live at 802 Berwick Way.

Mr. Breitner: That's all I'm asking for. You can do the opposite and let everyone else decide what they are going to do. Let each guard decide.

Mr. Pawelczyk: No I'm not saying that. I'm saying that the Post Orders should indicate that if they are a resident and they are going through the visitor lane, they should show a Driver's License to prove that they live there. That solves your problem right away. The Post Orders are usually no more than two pages long.

Mr. Showe: Our contract spells out exactly what we want as a District. It is typically the contractor's job to develop the Post Orders that comply with the contract that we have.

Mr. Pawelczyk: That is correct.

Ms. Hernandez: I think you are going to have to review all of the Post Orders with the guards.

Mr. Pawelczyk: We can go through it with them. In fairness, the Post Orders have not been brought back to the Board in seven years. We like the Post Orders because it is a security document. It's not necessarily a public record.

Mr. Darby: Jerry Darby, 1123 Balmoral Way. You can do it through the BCA newsletter. If we are going to enhance the enforcement in some way, residents have to be aware of the Post Orders.

Mr. Ossa: I suggest that we look at the current situation and revisit that with the security staff and their team, to make sure that they know what they are currently contracted to do, so there's no misunderstanding as to what's expected of them. Perhaps if there are any additions or changes, like Mike said, it's been seven years, and maybe we should bring that back at some point, let everybody review the documents and have some input with the Board, just to get everybody on the same page.

Mr. Darby: We need one more thing to make this safe. Right now, I can say that I'm going to play golf, and they will say okay and allow me to drive through. Now you and I don't know if they ever go to the golf club.

Mr. Pawelczyk: Correct.

Mr. Darby: As a matter of fact, recently we've seen people walking down the street and nothing happens. I think you have to consider a way to keep these people out. That's what we've quietly been doing.

Mr. Ossa: Do you mean foot traffic, people walking in and out of the community?

Mr. Darby: Yes. For a couple of days, there were two or three of them.

Mr. Ossa: There's no difference than people riding their bicycles through the neighborhood.

Ms. Hernandez: Would you address that Michael?

Mr. Pawelczyk: You are not a "per se" gated community and can't keep people from walking.

Mr. Ossa: You can have pedestrian gates towards the back or at the front gate that would require a key fob to get in. It's a wide-open sidewalk, so if you want to ride your bicycle into the neighborhood, off you go.

Mr. Brown: Regarding the golf course, there are computer systems that the golf course and the CDD could have that could interface. If I have a tee time at the golf course, and I drive into the front gate, show my Driver's License and I say that I'm Richard Brown and I'm playing golf at 8:30 A.M., they would type my name into their computer, which ties into the golf course. If you want to see an example of that, go down to South Florida to a community called Parkland. There is a public golf course that has a gate with a guard in it. You have to show your Driver's License. They are tied into the golf course's computer system. Do we have a camera at the front gate that take pictures of drivers?

Mr. Showe: We don't have one that specifically takes pictures of the driver, but we get the make, model and license plate of the vehicle.

Mr. Ossa: It's an overview camera that takes pictures of the front as the cars come in, but as they go through, you can scan the license plate, which is what the Police wants.

Mr. Showe: However, we don't get pictures of people's faces.

Ms. Witcher: If I'm not mistaken, we can get the golf course reservations. Sometimes you don't have the names. You don't want to deny them to come in because they are going to the golf course.

Mr. Brown: A lot of times people come down here to play and don't have a reservation.

Mr. Showe: If they go through Golf Now, they may not be in the golf system.

Ms. Morgan: Joy Morgan, Saddleworth. My neighborhood has 34 homes and I had a homeowner who had an issue where a contractor was not allowed in and they had to call the gate. If we only had one or two complaints, I was sad to hear that would have such an impact in removing someone that the rest of the community adores, because of the relationships and

history that we built and the process that was being followed at the front gate. 33 of our 34 neighbors would like to have Barbara reinstated at the front gate. Does anyone else have that same experience?

Mr. Bosseler: Excuse me, Brenda, are you the owner of this company?

Ms. Nichols: I don't own the company.

Mr. Bosseler: Do you represent the company?

Ms. Nichols: Yes sir.

Mr. Bosseler: We as the CDD, cannot tell that company who to hire and who to fire. We can ask them to obey our rules at the guard gate, but we cannot get involved with their legal process of why they fire or hire somebody. Michael, is that correct?

Mr. Pawelczyk: Well you can do it, but then you become an employer. They are an independent contractor. If the Security Company wants to change their employees, I think the contract just requires them to provide notice to the District, so we know who is in there and who is not. Even if it didn't, as a courtesy, I think they do that anyway. It is really up to the contractor. If they want, they can move back in. If the CDD doesn't like it, the CDD could terminate the contract.

Mr. Brown: I support what Joy is saying. Out of 48 residents in Hamlet, when I sent out the email regarding the bar, 47 responded that they wanted to clean it up. There was only one other person who had a minor issue with Barbara and I told her that I was coming here today to speak in Barbara's favor, and she was welcome to come. I have the background and experience in running hospitals for 20 years and have had countless contracts with vendors. If I had a great relationship with the representative of the vendor, I told them not to remove that representative, unless they wanted to lose the contract. Vice versa, if I did not like the representative, I would ask them to replace the representative. That is part of the business relationship. Right now, I see the CDD and Baytree as a customer, and you have a number of residents who are not particularly happy about a decision that was made and would like to see that individual come back, because she has been here for 15 or 16 years. In my 16 years as a resident of this community, I never had an issue with vendors that I deal with. If a vendor was not on my list, if I use them time and time again, they tell me to call the guardhouse. If you don't, the bulldog guard is not going to let them in. That is what I want at the front gate. I want a bulldog type of guard.

Ms. Witcher: Has Barbara tried to contact you?

Mr. Brown: Not at all.

Ms. Witcher: Have you contacted them?

Mr. Brown: Relative to this? No. I don't even know her phone number.

Mr. Mortlock: Ed Mortlock, 410 Berwick Way. I'm in the military for about 15 to 16 months and I'm a new resident. We liked Barbara because she wouldn't speed up the process. I was interested in hearing that they are supposed to speed things up, if there's a backup on N. Wickham Road. She was consistent during her shift. You need to have that approach for all of the guards and update them on the Post Orders, so there is consistency. That's the secret of deterring people.

Resident: Does anyone know what's become of Barbara?

Mr. Showe: I don't know that anybody here would have that information.

Ms. Nichols: Some of the challenges with Barbara was that she had limited hours. She hasn't gone to any other job yet, because she decided that she wants to work those hours. We are having a struggle getting her replaced. I reviewed this policy with Barbara and she understands that she was not treating everybody the same, which the Post Orders require. We asked her why she had the guests call the resident with their cell phone to get permission for them to come in? Her first words to me was, *"Isn't that what I was supposed to do"*. I said, *"Barbara, how long have you been here? You know that you are supposed to call the resident, not the guest"*. I took over this account in January of last year, and the entire time, all of the complaints that come through from the Property Managers to me, had been about Barbara. People were just showing up, or she won't let people in, or her lines were backed up all the way back up to the road because she was spending too much time talking to everyone that was coming in. I had to make a decision because I was getting bombarded with complaints and residents were calling me and screaming at me, because I wasn't getting anything done. I had to make a business decision on behalf of my company, and for the property. I told Barbara, *"If you can't follow the Post Orders that are equal for every resident in this community and their guests, then I need to remove you"*. I had to do that. She was a wonderful lady, but she was causing problems at the gatehouse. I had not received one complaint on any other guard, since the inception of this property. It was all for her. As far as the doctor, yes, he did call. He called me one time and he ripped me over the phone. I looked to Barbara and she blatantly lied right in my face. The doctor was on the resident's list. It was called in, but she didn't log it in and didn't let him in. It's not something

that I just made a split decision on. I researched this matter from January until I had to remove her a month ago. That's what is best for the community and for the company.

Ms. Witcher: Thank you! I think we need to discuss this and let you talk to the guards about the Post Orders. Put in extra training for the guards and make sure that they understand. We appreciate you being here.

**B. BCA**

Mr. Showe: Mr. Darby will provide the BCA update.

Mr. Darby: Jan Hill asked me to update the Board on the pavilion project. We had an opportunity to review the Joint Participation Agreement (JPA), which the District submitted comments on. At this point, I had not received any comments from our Attorney; therefore, our comments are initial and subject to his review. In discussing this with some of the BCA and CDD Board Members, we thought that maybe a less formal agreement might be necessary to proceed with this project, as it has been stalled for several months. We prepared a less formal Memorandum of Understanding. This memorandum will do the following:

- Create a small working group, which would have dual representation for both the CDD and BCA.
- Develop the design and specifications and submit to contractors for bids.
- Solicit bids and select a contractor that would make recommendations to the CDD and BCA.
- Before the commencement of any construction or demolition, the CDD and BCA would enter into a formal JPA.

Mr. Darby: Our timeline would be for the BCA to receive a recommendation on the project and bidders by September 15. If the recommendations are approved by the BCA, on October 4, the recommendations would be provided to the CDD Board. At that point, we would release the contract to obtain permits, start construction and the funds would be released accordingly. What we are looking for today, is consensus from the CDD that this is the way that we should go, if there is consensus. I have the draft memorandum and would be more than happy to submit it to the Board for consideration, at this point; however, since time is of the essence, we would like to move as quickly as possible. Jan Hill, the representative for the BCA would serve on the working group. I would also participate, as well as other members of the CDD.

Mr. Showe: Mel was designated as the CDD representative of the project.

Mr. Pawelczyk: This JPA that I drafted is bare bones. It basically says that the parties will agree to the project, in terms of the specs and then the CDD will bid it. Once we receive the bids and the money from the BCA, the CDD will build it. That is what the agreement says. You are proposing two agreements; the JPA and a Memorandum of Understanding, between the two parties. We have taken one agreement and split it into two agreements. The Memorandum of Understanding provides the consensus to do what's already in the JPA. I haven't seen your Memorandum of Understanding, but that's what it sounds like you are describing to me. It really doesn't matter, how you want to do it. In terms of what's formal, this is at least formal as it gets. We don't even need this. If they want to write us a check and say, build to these specifications, and give it to us, I'm fine with that too. It really doesn't matter. We've put the agreement together because it was our understanding, that the BCA wanted to make sure that the protections were there, if they were going to give us a check, so the CDD could build what they thought was the benefit. That's what the JPA says. However you want to proceed is fine with me. I haven't received any comments or phone calls or emails, since we last discussed this in July. That's where I am, but whatever direction you want to proceed in, we can make it work.

Mr. Darby: One of the issues that we had with the JPA is that we have the design specifications and bids, but we will provide those after you sign the document. How can we sign the document without this agreement?

Mr. Pawelczyk: It was a draft and we received no comments.

Mr. Darby: One of the suggestions that we had was to delete those exhibits, sign the agreement, with the understanding that once those exhibits were available, they would be attached to the agreement.

Mr. Pawelczyk: It's very common and simple. We will just add a step to the process. When we discussed this in May, it was our understanding that they were almost ready with the plans and specifications. That's why we drafted it the way it was. We sent it to Counsel and told them, "Send me any comments you have but this is just a draft". I think "Draft" was stamped all over it. That's fine too. We will just set up another process and another meeting where both the BCA and the CDD have to approve the plans and specifications. That's easy enough. I think our goal is to make sure that, if they agree to spend \$20,000, we want to build a \$20,000 project. We



don't want a \$35,000 project. We want to make sure that there are steps along the way to ensure that doesn't happen.

Mr. Mills: Jerry and I spoke quite frequently recently. The unfortunate part of it is that Jan's been preoccupied with other things and we haven't followed through. Jerry's picked up the ball now. He and I have talked about getting together. We are all adults and can agree on certain issues. Let's just move forward with the project. That's basically it.

Mr. Darby: I think the BCA is looking for direction, or decision on how to proceed. It's a fairly aggressive timeline to get this in and constructed by Spring of next year.

Mr. Pawelczyk: If the CDD wants to move forward, you can approve the JPA, in substantially final form, subject to the changes we just discussed and Mel's final review. It still has to be signed by the Chair too. If we have to bring it back at the next meeting because we made so many changes, we will. That will allow us to keep that timeline for proceeding forward. It's up to you.

Ms. Witcher: How do we keep the money amount in check, when they decide to give us whatever amount they decide?

Mr. Pawelczyk: The way that I look at it, we don't care. That's really up to them. We can have that final amount. None of the specs are going to be based on what they are willing to donate to the project. We will have the form of the agreement and estimates.

Mr. Darby: We should have the specification.

Mr. Pawelczyk: We can make it work.

Mr. Darby: If there's approval from the BCA and CDD, the BCA will get the funds and place into an account. That account would then be drawn down by the CDD to pay for construction. If there is a need for additional funds, there is either a value engineering process, or you could go back to the BCA and ask for additional funds. If some funds are unused, at the conclusion of the project, those unused funds would be returned to the BCA.

Mr. Pawelczyk: If the Board is comfortable with that, we can do that and bring back the agreement for the Board to ratify at a future meeting. I think that's the best way. While I represent the CDD, I drafted the agreement just to get it completed, in a means that both parties are protected, because it's your money. I didn't want their Attorneys to spend a lot of time on it, which hopefully he hasn't.

Mr. Darby: I don't think he has.

Mr. Pawelczyk: We talked about it and I said, "This is exactly what I'm going to do". I told him that we don't want to bicker over terms and make the process as simple as possible. I just want to make sure that we build what we say we are going to build and agree to it.

Ms. Witcher: Why hasn't your Attorney done anything?

Mr. Darby: I have no idea.

Mr. Pawelczyk: I'm comfortable working with Jan. I spoke to her a number of times over the last several years and I certainly spoke with Mel. I spoke to their Attorney a couple of times beforehand, in relation to this matter and matters in the past. I am comfortable on my end, if the Board were to approve it in substantially final form. Certainly, once its finalized, we will distribute it and the Board Members can independently review it. If you have any concerns, let me know and we will try to implement them into the agreement. Is that the direction the Board would like to move in?

Ms. Hernandez: I don't think it matters which way we go, as long as we get it moving and get it accomplished.

Mr. Pawelczyk: Exactly.

Mr. Darby: For clarification, from the BCA's standpoint, we will be taking the JPA in substantially the form that it is in, delete the three attachments and include them, once they are completed. We will convene a small working group with representatives from both the CDD and BCA, to go through the stats I just outlined. We will need to have the JPA executed before any construction or any funds are dispersed for this project.

Mr. Pawelczyk: The JPA would be executed once we remove the exhibits. The execution of the instrument would come first, and if we don't come to any agreement, between the BCA and the CDD reps as to the three exhibits, then nothing moves forward. The working group can do whatever it wants, as long as only one CDD Board Member is on that group, due to the Sunshine Law. Mel would continue to serve in that post, and as we work towards finalizing things, Mel would send documents to Jason and Jason would provide a status to the Board on the items. That's the best way to do it.

Mr. Darby: To define the scope of this project, there was discussion at the last meeting on whether or not to pave the parking lot. For purposes of this discussion, I had not included that as part of the JPA. Since that is owned by the CDD and the BCA has stated that they will

participate in 50% of the cost, once those costs are known, that really is a different effort, which really has to go simultaneously with this project, because obviously we get your willingness.

Mr. Pawelczyk: Yes. I think we set that up so that the JPA could be amended to provide for that additional project, just by attaching an exhibit, with the same terms and conditions. I will just change the words.

Mr. Darby: I just wanted to make that clear.

On MOTION by Ms. Hernandez, seconded by Mr. Rizzotti, with all in favor, the Joint Participation Agreement between the BCA and the District for the pavilion project, in substantially final form, as of May 31, 2017, subject to removal of the exhibits, which would be attached upon approval of the working group and Mr. Mills review and approval, was approved.

Mr. Showe: Is there anything further from the BCA?

Mr. Darby: No.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the June 7, 2017 Meeting**

Mr. Showe: We have the minutes from the June 7, 2017 meeting. We can take any corrections or changes to those minutes, at this time.

Mr. Mills: On Page 2, it says, “David will be taking the day shift”. Who is David?

Ms. Witcher: I don’t know.

Mr. Showe: I think its Damian.

Mr. Mills: The sentence at the top of Page 6, should say “I owned a home off of Spyglass Hill Road, which has reclaimed water. The front yard and the backyard is completely brown because they shut off the water”. In the middle of Page 10, “three-tied fountain” should be “three-tiered fountain”. On Page 11, “It’s purely of Board decision” should be “It’s surely a Board decision”. On the bottom of Page 16, “Rich Murray” should be “Rich Mercadante”. I have no further changes.

Mr. Showe: Are there any other comments or changes?

Ms. Hernandez: On Page 3, there were several instances where “Pinetta” should be “Pineda”.

Mr. Showe: I think they were showing that we changed it from the last meeting.

Ms. Hernandez: It doesn't say Pineda anywhere. I just thought that I should say it. On Page 15, in the statement, "*The main thing that we will be looking*", the word "*for*" should be added. On the bottom of Page 16, "*Mercandetti*" should be "*Mercadante*". There were several references. On Page 31, "*O'Gally*" should be "*Eau Gallie*". That's all I have.

Mr. Showe: If there are no other changes, you can make a motion to accept the minutes.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, the minutes of the June 7, 2017 meeting, as amended, were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **New Business**

##### **A. Discussion of Suntree Lake Bank Project**

Mr. Showe: Per the Board's direction, we obtained a plan. For discussion purposes, we obtained quote from our landscape provider, Tropic-Care, which was included as part of your agenda package. Its approximately \$61,000, which includes the irrigation and landscaping. It's not a formal quote. It was a ballpark, based on the plan, at this point. If the Board's desire is to proceed, we would seek additional quotes that were more detailed, but we wanted to get a scope of what we were looking at before we proceeded.

Mr. Mills: One side of me, really wants to do this job, to make sure that we satisfy the residents that will look at that bank. Yet, the other side says, "*You know what? Spending \$61,000 to do that bank when there's no guarantee that the residents are not going to cut that down, and if they do cut it down, we are going to have an extra expense and legal fees from taking those people to court*". So, I have mixed emotions about it. You are talking about \$33,000 to do irrigation. We cannot install those plants on that bank without irrigation, unless we release the landscaper out of responsibility of replanting any of those plants if any of them die.

Ms. Hernandez: That's throwing money away.

Mr. Showe: We gave Tropic-Care the direction that we prefer no irrigation, and he basically said that he could not warranty any of the plants.

Mr. Mills: For the landscaping alone, we are talking about \$27,750. That's an estimate. Maybe we can go back and re-think not having as many plants. I mentioned to Alan and Jason

about whether we could draw water out of that lake in order to irrigate those plants. We would have to follow the regulations of the St. Johns Water Management District, in order to get a permit to pull the water out.

Ms. Witcher: The plants will die anyway because there's no water. It's throwing money at something that we wish would be taken care of, but we don't have control over the homeowners that are against it. The plants are on our property, but it abuts the Suntree homeowners. As we know, they do not want the plants over there.

Ms. Morgan: Joy Morgan. A portion of my community backs up to the lake. We want those areas replanted because that's the way it was originally. It's unfortunate that the landscaper didn't maintain those plants. I believe that you have one estimate, and I would like additional estimates, because we need to know what type of plant material will be used. There is a golf hole at the end of that part of the lake, and irrigation runs from there. I spoke to someone from the St. Johns Water Management District on a different matter, and they told me that pipes from the lake are allowed, but they have to be approved. Many times, they extend those plastic pipes; therefore, water from the lakes could be used to irrigate those plants. I would like to see additional quotes.

Mr. Mills: I really don't have an issue with the landscaping. The price of \$27,750 to do all of the planting, in my opinion, is a reasonable price. What concerns me is the irrigation cost of \$33,000. I can go in whatever way the Board directs us to go, but I'm on the fence.

Ms. Morgan: A number of homes in that area are impacted by the Suntree residents.

Mr. Mills: We instructed the individual who prepared the plans to plant things that, once planted, to go wild. I think that was Bill's recommendation. That's exactly what we told her and that's what she drew up for us.

Ms. Witcher: I feel that we should go ahead and do it, even if we do half in one year and half the next.

Mr. Brown: A couple of meetings ago, you were talking about having a survey done of that property, to delineate property lines. There were also discussions around Mel's point, regarding residents on the other side of the lake, and whether they were part of the Suntree Association. Maybe you should have communication with Suntree to inform residents not to touch the landscaping. Is that still under consideration?

Mr. Mills: It is, but we wanted to find out what the expense was going to be, before we got that far, because we really don't want to agitate them, until we made a final decision on what we are going to do. Better yet, let's tell every resident that abuts the lake.

Ms. Witcher: How much did we spend on Saint Andrews?

Mr. Mills: I believe that the total amount was \$70,000; however, we received \$30,000 from the Space Coast Credit Union, so we actually spent \$40,000.

Ms. Witcher: That was a much smaller area. The area that we are talking about is probably much larger and requires more water.

Mr. Rizzotti: In my opinion, this is a very difficult decision, so we need to get serious. On Kingswood, you have 150 homes and people driving back and forth, seeing the barrier that we created. In this community, only four homes can see it, or is it more than that?

Mr. Mills: 10 to 15 homes can see it.

Mr. Rizzotti: I agree with Mel that it's a lot of money. I would like to do something, but I wouldn't support spending \$60,000.

Ms. Witcher: I wouldn't support putting in a well. I wouldn't mind planting something to see what happens, like Xeriscaping that can survive next to the lake.

Mr. Showe: We did instruct the person who designed the plans, that we initially wanted bamboo, but she said those wouldn't work. She came up with as low maintenance of a plan as she could, but the type of plant, closeness to the lake and the available space limits you, in terms of what you can put there.

Mr. Mills: The plan has Bamboo, Bottlebrush, Cocoa Plum, Lilies on Kingswood, Holly Trees, Firebush, Fakahatchee Grass, Florida Red Daylilies, Fiddlewood, Live Oaks, Plumbago, Powder Puff, Florida Red Cedar, River Birch, Florida Red Maples, Philodendron, Simpson Stopper, South Magnolia, Sweet Bay Magnolias, Sable Palms, and Wax Myrtles.

Ms. Morgan: That's pretty dressy.

Mr. Mills: We can rethink this.

Ms. Witcher: I would like some grasses.

Mr. Showe: The challenge is that they wanted plants tall enough to prevent the view of the houses. You have that challenge of how tall you should go, what plants to use, what would cover it now, what would cover it in the future, etc. There are a host of challenges and you only have about 20 feet of space to work with.

Resident: Is mulch included in that contract?

Mr. Mills: No its not.

Mr. Showe: It will have to be part of the landscape contract, once planted, so you are going to have to increase that line item.

Ms. Morgan: Is it possible for Tropic-Care to water the trees?

Mr. Showe: You have a growing period, which is typically up to six months. They have to agree to do that for six straight months. I'm sure that there will be an additional cost.

Mr. Mills: My recommendation is that we go back and rethink this. Maybe we can do something less formal. We don't need Southern Magnolias. The Bottlebrush Trees are fine because they grow and are fairly hearty. So are the Florida Cypress.

Mr. Showe: Do you want us to set up a meeting with Tropic-Care?

Mr. Mills: Yes.

Ms. Witcher: Get another proposal.

Mr. Mills: We had a Landscape Architect draw this plan up and we met with her and told her what we would like to have. I had no clue that we were going to need irrigation. I thought that it wasn't going to be necessary, but it is. If we take the \$33,000 out for irrigation, that leaves \$27,500, which is a reasonable cost.

Mr. Trame: Jack Trame. I missed the meeting where the problem was explained. I'm sure there are other people that don't understand what the problem is. What is wrong with plain grass?

Ms. Morgan: There was natural landscaping, like along the golf course and conservation areas. Over time, some of the vegetation wasn't maintained well and cleared in some situations. There are people that do not have the same values that you do in the upkeep of their homes. It's in your face because it's pretty close. It's a narrow land. You have rental homes on the other side of this lake that are now affecting you when you are around your pool trying to enjoy your peace and quiet, which you used to have, and now you have a whole different lifestyle in your face 24/7. Baytree homeowners would like to have the natural vegetation restored to the way that they had when they bought their homes, so they can enjoy their peace and quiet like the rest of us. That's what we are talking about. It affects the value of their homes and the quality of their life. It's something that they had when they bought their homes. We ask the Board to

please restore the peace to our homes by investing in landscaping to put the natural barrier back up.

Mr. Trame: So the lake was put in after Saddleworth was constructed?

Ms. Morgan: Originally, it was swamp land that was formed into a lake. I can't recall the year that happened. There was natural vegetation that Baytree had on the other side of the lake.

Ms. Witcher: It was done in 1992 when they built the golf course. They did it to construct the golf course, to raise the elevation for the homes.

Ms. Morgan: Were those houses there in 1992?

Ms. Witcher: No.

Mr. Mills: That's the issue we have to face. The developer came in and saw an opportunity to have waterfront property. They got out chain saws and started cutting. Unfortunately, that's what happened.

Ms. Morgan: They didn't own the property.

Mr. Mills: Exactly, but they did it anyway.

Ms. Witcher: They did it and still continued to do it between holes 7 and 8, because it was golf course property. They removed part of the edge of the bank already.

Ms. Morgan: Did they mow the grass?

Mr. Mills: Yes.

Ms. Witcher: We continue to mow the grass.

Mr. Jean: I want to add to a couple of comments that were made. Yes, the lake preceded any of our construction here, but that was all laid out in the contract when the homes were built. We had a very narrow strip across the way where the developer planted a row of Crepe Myrtles, but, through the years, people started cutting them down and some of them died. I know we have replanted since. That's the history. It was never completely blocked.

Ms. Morgan: It was heavily planted.

Mr. Jean: I was on the Board in 2005 when it was brought up. We made an attempt to try to fill it in again. I've been here for 16 plus years when houses were already there and there were some Crepe Myrtles. There are two points that I would like to make. When this was brought up, the request was that we plant something that was Florida Native and let it grow wild. There should never be maintenance beyond that. I made the statement that I would go along



with that, if that was the last time we do this, because this is at least the third time in my recollection that we are replanting. Secondly, if we choose to do this, whether it is scaled down in some fashion, we should decide how we plan to do it. We don't have this project budgeted. Only the roads are budgeted. You know that I have been talking for years about lakeshore restoration. I still see only \$15,000 budgeted, we spent \$25,000 last year and we are only projecting \$50,000. How would we pay for this? That should be planned for in the future.

Mr. Mills: It would come out of the Beautification Budget.

Mr. Jean: Do we still have funds?

Mr. Mills: We will start off with a fresh \$45,000.

Mr. Showe: If I'm hearing the direction of the Board, maybe Mel and I can meet with Tropic-Care and try to come up with another plan that's maybe not as expensive.

Ms. Hernandez: Another option is that we could do half one year and half the next year.

Mr. Showe: Mel and I talked about that. The challenge that you run into is doing it all at one time, even if you save the money for over two years.

Ms. Hernandez: It is probably less expensive.

Mr. Showe: Its less expensive in mobilization.

Mr. Mills: I felt the same way as you did, that we should do it in sections, but I think that the right thing to do is to it all at one time.

Mr. Showe: I think even if you save up for it over a period of years, doing it at one time is the better solution, if the Board is inclined.

Mr. Mills: I think you should just plant Oleanders and some ornamental grass and just let it go.

Mr. Showe: We will meet with Tropic-Care, come up with something and bring it back.

## **B. Review and Acceptance of Fiscal Year 2016 Audit Report**

Mr. Showe: We sent the Audit Report to the Board as part of your agenda package. The last page is your Report to Management, which notes no current year findings or prior year findings. All of the items that they have to specifically look at, as part of the Florida Statutes is in compliance. It's a clean audit. We already submitted it to the State to meet the June 30 deadline, but if the Board is amenable, we will have a motion to accept the audit.

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, by roll call vote, the Fiscal Year 2016 Audit Report was accepted.

**C. Public Hearing**

On MOTION by Mr. Mills, seconded by Ms. Hernandez, with all in favor, the public hearing was opened.

**i. Consideration of Resolution 2017-05 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations**

Mr. Showe: This document is almost identical to what we had in prior years. We made some adjustments in the budget, based on the contracts requested from the vendors, should the Board choose to move forward with those vendors. Because of the increase of the paving funds, requested by the District Engineer, 8% was placed into Capital Reserves each year, which decreased to \$8,000 for next year. You still have your Community Beautification Fund at \$45,000. The reserve that we've been putting towards capital, we will probably have to look at, as we go into the Fiscal Year 2019 budget, in terms of other ways to supplement that or come up with an assessment increase. That will be up to the Board. I think we have a good budget. A description of each line item is on Pages 3 through 9. On Page 10 is some additional information on your Capital Reserve Fund projects, in terms of what we budget for next year. We also have your Pavement Management and Community Beautification Funds. Obviously, there is no change in the Operation and Maintenance (O&M) assessment, as we are projecting. There is also the invoice that we send to the Isles of Baytree at the end of the year. If the Board is amenable, we can open it up for any public comment on the budget, at this point.

Resident: On Page 12, there is a Capital Improvement Program comparison from Fiscal Year 2017 to 2020. You have \$82,000 reserved for tennis court resurfacing for Fiscal Year 2019. A lot of people are using the tennis courts. Do you charge them?

Mr. Showe: No, it's a public facility for the benefit of residents.

Resident: It seems like non-residents are using the tennis courts and teaching lessons. Is there is way to control that?

Mr. Showe: To the best of our knowledge, the District doesn't currently have an agreement with any tennis instructor, but a resident can bring a tennis instructor with them to the court.

Resident: We seem to have a lot of competitions.

Mr. Showe: Those are resident groups to the best of my understanding.

Resident: There is a group of people, some from Baytree and others from outside of Baytree, that are practicing and using our courts because there is going to be a State competition tomorrow. They just come in here and practice. Several of them are residents of Baytree and they bring other people that are not residents.

Ms. Morgan: We charge an aquatics instructor for using the pool, based on the number of people she brings.

Resident: She is giving lessons.

Ms. Morgan: I understand. We have a large number of people using the tennis courts, so I'm just wondering if we can defray the cost of resurfacing by charging people for using our facilities.

Mr. Showe: We currently don't have an agreement with any tennis vendor.

Mr. Mills: It probably costs more to charge someone and post someone out there to collect the money.

Mr. Showe: There are currently no funds available to accommodate that repair. We don't know if that repair is completely necessary. We have to evaluate it.

Mr. Mills: We are just forecasting.

Mr. Showe: It's a forecasted expense. At some point, we will have to do a major resurfacing.

Resident: Maybe we shouldn't charge the aquatics instructor.

Mr. Showe: That's a Board decision.

Mr. Pawelczyk: We used to charge a tennis instructor. If someone is using the courts to make money, they are using the public courts for a private purpose. Yes, they are providing a service to residents using those facilities, but at the same time, the cost is minimal. We included that in the contract because they are providing a service, but we should be collecting something if they are making money off of your facilities. That is the way that we set it up for the tennis and aerobics courts. If someone is going out there to play tennis or swim in the pool, it's up to

them. I have Districts that require use of the courts to members only and their guests. The problem is how you enforce it.

Mr. Showe: You have to staff it.

Mr. Pawelczyk: You have to put a whole security system in with cards. If you want to do that, we can certainly set something up and require non-residents to pay a non-resident rate. Right now, I don't think those facilities economically fit that, but if we wanted to do it, we could.

Mr. Showe: Are there any other public comments on the budget? If not, we will bring it back to the Board for any questions or comments on Resolution 2017-05.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, Resolution 2017-05 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations, was adopted.

**ii. Consideration of Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll**

Mr. Showe: The second part of your budget process is Resolution 2017-06. This is the instrument that actually levies the assessments on your individual tax bills. Attached to this resolution will be the adopted budget that you just approved, as well as the Assessment Roll. It is a large Excel spreadsheet that has every property in the community on it. We transmit it to the Property Appraiser who puts the actual levy of the assessments on the tax bill. We will now open this up to members of the audience who would like to provide comments on this agenda item. Hearing none, we will return it back to the Board for any questions or comments on Resolution 2017-06.

On MOTION by Ms. Hernandez, seconded by Mr. Mills, with all in favor, Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll, was adopted.

On MOTION by Mr. Witcher, seconded by Mr. Rizzotti, with all in favor, the public hearing was closed.

**D. Consideration of Contract Extensions**

**i. Landscape Maintenance Agreement**

- ii. Security Services Agreement**
- iii. Aquatic Maintenance Agreement**
- iv. Pool Maintenance Agreement**
- v. Facility Use Agreement for Pool Facility**

Mr. Showe: This is the annual process we go through with all of the vendors used by the District. The landscaper requested a \$276 a month increase, from \$7,223 to \$7,500. When we initially had him review the Kingswood project, his estimate was \$600 a month to complete that project monthly. He has come in well below that. They haven't had an increase in their contract since 2013. Generally, changes to their contract are not reflective of cost of living increases. They are service increases. I feel that this is a fair and reasonable request for the increase, as they added some annuals at the monuments. The Board can take all of the contracts at one time or individually. The Security Company asked for an increase from \$12.95 an hour to \$13.37 an hour, for an overall increase of \$6,385 in the security line item. They have had the contract since 2010, and received an increase in 2016 from \$12.65 to \$12.95. Because of some of the challenges that we had with them, in terms of the Driver's License scanner, they have been billing under the \$12.95 rate. They haven't billed us this year at their full contract rate, but they are asking for an increase up to \$13.37. They represented to us that this will help them provide a higher quality of guards by increasing their pay. As far as the Aquatic Management Agreement, ECOR had this contract since 2007 and they actually kept their prices level since 2007. This year they have a Natural Areas Contract. They used to charge \$170 a month for this, and they asked to increase that to \$240. They do a great job for the District. They essentially have to move from natural area to natural area, so it's costing resources to get from place to place. We didn't have an issue with that increase. The pool maintenance contractor agreed to hold his prices, again, for the following year. They have been doing a good job for the District. The Facility Use Agreement for the pool is for the water aerobics instructor. There is only one water aerobics instructor currently providing that service, so we had Mike revise that agreement to reflect only one instructor. She has been good about submitting her money and a list every month per the contract.

Mr. Mills: What does she return to us?

Mr. Showe: 10% of whatever she collects.

Mr. Mills: Does that answer your question, Joy?

Ms. Morgan: She charges \$5 per person. My concern is that we are not charging anything to people using our tennis facilities. If you don't charge outsiders for wear and tear, why are you not charging anyone who uses the tennis courts?

Mr. Pawelczyk: You can charge them.

Ms. Witcher: Are you willing to collect money from everybody?

Ms. Morgan: Why don't we put the card reader on the gate? Somebody may let them in anyway and that may be a moot point.

Mr. Showe: Hearing no other comments, the Board can take each contract individually or at one time.

Mr. Mills: I would like to talk about the security situation. Maria has spent a lot of time, as well as I have been spending a lot of time with Alan and Jason going over the Post Orders. I don't know how many meetings we had with the security company, but I am really concerned that this security company is not doing the job that they should be doing. I'm not blaming any individual. I would just like to see a fresh approach. Maybe we can stay with the same people that we have, but I would like to see us go out and solicit proposals.

Ms. Hernandez: Mel, that's going to come up later in the meeting.

Mr. Showe: I think now is probably the right time to discuss it. I can relay the conversations that Maria and I have had on this subject. Your current contract with your vendor runs out on October 1. If you are going to go out for bids, my suggestion would be to take your time and get the scope perfect. The discussion that Maria and I had was, if you are inclined, you could approve their agreement today, so that you have security services starting on October 1, and also go through the process of bringing back a scope for the Board to review at your next meeting. Then we can discuss the process of bidding it out, once you had a chance to provide input on the scope. There may be things in there that we want to add, increase or change in terms of the scope. It's always my recommendation, when you are looking at bidding out services, that the scope be exactly what the Board wants, because that's what drives the entire bid process.

Mr. Mills: I hate to bring this back up again, but Barbara shared with me, that the lady that was sitting here today, had a personality conflict with Barbara. Barbara ran out of ink and Maria purchased paper for Barbara to do her job. Barbara made the comment to me that her

boss, who was here today, said “*What are you trying to do, get me in trouble?*” That is the issue. I would strongly suggest that Maria and you look at the Post Orders and go out for bid.

Ms. Hernandez: We already discussed this.

Mr. Bosseler: What are the terms of the contract?

Mr. Showe: I would have to double check, but I believe its 30 days. We will have plenty of time, so if you go through the bid process and it’s a 60-day termination clause, you just build the bid process around the transition.

Mr. Pawelczyk: It shouldn’t be any more than 30 days.

Mr. Showe: It would be my recommendation, because of timing, that you approve their agreement, for now, so that you have a security vendor on October 1. When you come back for your October meeting, we will have a scope for the Board to review, and we can discuss the full bid process at that point.

Mr. Mills: Perfect.

Ms. Witcher: I think that’s the way we should go.

Mr. Mills: She should know what her charges are and pass it down to the guards. It appears that has not been done.

Ms. Hernandez: I have to say, if Barbara liked you, she liked you and she did anything she could for you, but if she did not like you or did not know you, she did not treat other people the same way.

Ms. Witcher: That’s true.

Ms. Hernandez: That is true.

Mr. Mills: This is not about Barbara.

Ms. Hernandez: I know, but it has to be clear that everybody gets treated the same, or you are not doing your job.

Mr. Mills: You are coming into a premiere community, sort of speak and there is one guard on the weekend that is anything but professional, in my opinion.

Ms. Witcher: Which one?

Mr. Mills: The older gentleman.

Mr. Showe: I will encourage anyone to let me know, if you have challenges with the guards or they are not doing their job. I have no problem contacting the vendor.

Ms. Hernandez: Damian is very good. He has done a great job.

Mr. Mills: The point that I'm trying to make, is that we need to make a good impression when someone comes through that gate, and that's not happening.

Ms. Hernandez: I've been there watching the guards and the system works extremely well.

Mr. Showe: If it's the Board's direction, we can definitely bring that back.

Ms. Hernandez: I don't think it's as catastrophic as you make it out to be.

Mr. Mills: I approve all of these agreements.

Mr. Pawelczyk: Before you do that, the Security Agreement provides for a one year extension. If you know that you are going out for bid, you should provide for a four-month extension. Since you know that you are going out for bids, you should shorten that term, because it's not going to take you a year to do that. Maybe you should approve a four-month extension. If we have to extend it, we can. It's really up to the Board.

Ms. Hernandez: We can do that, but I think we are at the point where we need to extend it.

Mr. Showe: I think you want to have a security vendor under contract.

Ms. Hernandez: See how they do. If they don't improve to the point that is satisfactory, we can go out for bids.

Mr. Showe: Do you want to approve a six-month term?

Ms. Hernandez: I have not seen the problems that Mel has seen. I think we need to take a close look at it, and if anyone has a problem, they can let me know.

Mr. Sims: Wally Sims, 630 Deerhurst Drive. I moved here in August 2 of last year. We are from Atlanta, Georgia and I lived in two or three high end neighborhoods with HOAs and gates. Barbara ran a tight ship, versus the rest of the guards. She knew my name, she was professional and remembered my name within a week. I think the best thing to do is to give them a 60-day notice and get another company in. There are companies out there that are looking for jobs. There is a company that could probably start in 30 days.

Mr. Showe: We understand that, but the challenge that we have as a Board is they can only make those determinations at a public meeting. Their next public meeting is not until October. In order to just have a vendor on staff, I think we are talking about extending them six months instead of a year, which gives the Board the time to do the full bid process. Because we are a Government, our bid process is different.



Mr. Sims: Six months is a long time. There is a lot of animosity building up like about the bar.

Mr. Showe: We can have whatever term the Board wants.

Ms. Hernandez: We can do it sooner if we decided to, but I think it should be six months. That way, at least we have some space.

Mr. Showe: It's up to the Board. Is there any other discussion on the other agreements? We should get that out of the way and then you can decide which way to go on the security.

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| Mr. Mills MOVED to extend the Security Services Agreement with Allied Universal until December 31, 2017. |
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Mr. Showe: That's only three months.

Mr. Mills: That's fine.

Ms. Hernandez: I think it should be extended six months.

Mr. Rizzotti: I think at the end of the year, it's too hard to get personnel. I would extend it to January 30<sup>th</sup>.

Mr. Pawelczyk: According to the meeting schedule, which is the next item on the agenda, we meet on December 6 and February 7. Why don't you change your motion to extend the contract to February 28?

Mr. Mills: February 28 is fine.

Ms. Hernandez: I would definitely give them more time.

Mr. Pawelczyk: If we can get it done sooner, we will.

Mr. Showe: Absolutely.

Mr. Mills: I just want them to have written notice.

Mr. Pawelczyk: That's correct.

Mr. Showe: I want to give the Board as much flexibility as possible.

Mr. Mills: That's fine.

Mr. Showe: Is the motion to approve all of the contract extensions, as presented, with the exception of the security contract, which will have a term through February 28?

Mr. Mills: Correct.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, extending the Landscape Maintenance Agreement with Tropic-Care, the Aquatic Maintenance Agreement with ECOR Industries, the Pool Maintenance Agreement with Beach Pool Service and the Facility Use Agreement for the Pool Facility with Renee Hubert, for one year, and extending the Security Services Agreement with Allied Universal until February 28, 2018, were approved.

**E. Approval of Fiscal Year 2018 Meeting Schedule**

Mr. Showe: We provided the same meeting schedule as last year, which is the first Wednesday of every other month, in this room, at 1:30 p.m. You can make changes throughout the year, but the Board must approve a meeting schedule for the year, pursuant to Florida Statutes.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the Fiscal Year 2018 meeting schedule, as presented, was approved.

**FIFTH ORDER OF BUSINESS**

**CDD Action Items/Staff Reports**

**A. CDD Action Items**

Mr. Showe: We have two items on the Action Items List. The first item is the benches and picnic tables.

Mr. Mills: I have some money left in my budget for benches. In the Southpointe and Balmoral park, there is a concrete slab that is already poured. Jason, Alan and I looked at it, and all we really have to do is to add benches to that pad, which reduces the cost tremendously. I suggest that we have three benches. There is enough room for three benches. That way if people want to sit there and talk, they can do that. I brought this before the Board to ask for approval to put the benches in.

Ms. Witcher: How much would three benches cost?

Mr. Mills: \$3,000.

Mr. Showe: You probably want to do a not-to-exceed amount of \$3,000. I think they were \$800 each, plus installation, so if we get a not-to-exceed of \$3,000, that should be sufficient.

Ms. Witcher: Is it going to be ADA compliant?

Mr. Showe: It's on a sidewalk so there's access and it will offset that amount.

Ms. Witcher: I like the way that they put the other ones over to one side.

Mr. Showe: We conferred with the District Engineer on the scope.

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| <p>On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, installing three benches in the Southpointe and Balmoral park, in a not-to-exceed amount of \$3,000, was approved.</p> |
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Mr. Showe: The other action item is a sunshade for the pool. Mr. Bosseler had some comments.

Mr. Bosseler: We are not ready to bring anything to the Board. I noticed that our pool is being used a lot more than I expected. When I was at the pool with my family and storms were approaching, we had very little cover, and there is not enough shade. We have a small space in front of the rest rooms. There are a couple of sunshades that Suntree purchased. One is in Spyglass Park and one is along our main highway, Interlachen Road. It is a nice covered area. I asked Jason to research some local companies, if there were any. It would cover the two showers over to the fence and a corner of the pool and face south. It is approximately 20' x 25'. We are going to get three bids to see if this is feasible. We only have one table left, so we have a reason to pick up a couple of more tables and replace more furniture, to make the pool a friendlier place. If we are going to do the pavilion, and want people use those bathrooms, we want to make it a nice environment. Take a look at sunshades as you drive around. Schools are putting them in now. They are very practical, but a little pricy. It has to meet hurricane specs.

Ms. Hernandez: What are the prices?

Mr. Showe: Initially we contacted one of our playground vendors. A 20' x 30' sunshade is approximately \$20,000.

Ms. Hernandez: They are not cheap.

Mr. Mills: Would tables with umbrellas work?

Ms. Witcher: Someone has to put the umbrellas up and down. This would be a permanent structure.

Mr. Showe: Umbrellas are a challenge.

Ms. Witcher: Especially if it gets windy.

Mr. Showe: It only takes one strong wind at the wrong time and they fall apart. That's the challenge we have.

Mr. Scheerer: When people are enjoying the pool and the rains come, they don't care about the umbrellas. They just leave. A \$200 umbrella goes right to the dumpster.

Mr. Pawelczyk: Are there other options that could be available other than a sunshade?

Mr. Showe: We will look at all options. I will see what other communities do.

Mr. Mills: What about an awning, like the one at the tennis court.

Mr. Showe: We can look and see if there's a larger style. The ones at the tennis court are tiny.

Mr. Mills: There is an electric one that retracts when its windy or it rains.

Mr. Showe: We can reach out to the vendor.

Mr. Pawelczyk: Is there room at the pavilion to put another structure, like the gazebo at the pool? I'm just throwing that out there, because if you are spending \$20,000 on a piece of canvas, maybe you want to have something that's more permanent for \$25,000. I'm asking the question, because I spend more time in the shade when I'm outside, than in the sun. If you are at the pool, everyone would sit under the shade, while their kids are in the pool. That's just a thought.

Mr. Showe: I think the direction would be to let Mr. Bosseler and I look at different options and bring them back to the Board. He is just letting the Board know where we are at.

Ms. Witcher: Maybe we can get a good price from the same company that did the gazebo.

Mr. Showe: Absolutely. We will work on it.

Ms. Witcher: That's a great idea.

Mr. Showe: Are there any other action items? Not hearing any,

**B. Additional Staff Reports**

**i. Attorney**

There not being any, the next item followed.

**ii. Engineer**

Mr. Ossa: I have a few items to discuss with the Board. I met onsite with the paver contractor on Kingswood Way and the side roads. He apologized for not being able to come back out to take care of some of the scuffing that we identified on the walkthrough. He will try

to get to that as quickly as possible. Regarding the Lake Bank Evaluation, we created a maintenance program, like the one for maintenance of all the roads under the re-pavement program. From our initial investigation, we identified six lakes and six locations within the lakes that are critical, based on the location of the erosion, in conjunction with the property line and any structures close to the embankment. We feel that these six locations need to be addressed first. Based on the information that I have, with the other work that we completed, regarding erosion, the contractor provided a cost of \$38 per linear foot. To do all six areas, the probable cost is approximately \$28,075. Obviously, all six areas do not need to be completed at once; however, Lakes 8 and 13 should be addressed fairly soon. The cost for Lake 8 is \$5,700 and \$2,900 for Lake 13. That is based on the cost from the same contractor. He does a good job and is qualified.

Mr. Showe: Do you have a format that we can send out to the Board?

Mr. Ossa: Yes.

Mr. Showe: If you summarize it in a report, we can get it out to the Board. We allocated \$15,000 for next year for the lake bank program.

Mr. Ossa: We can take care of some of the lakes.

Ms. Witcher: We wanted some kind of program like the roads.

Mr. Ossa: I have a spreadsheet.

Mr. Showe: We can get it out to the Board for consideration at the next meeting.

Ms. Witcher: Thanks for doing that. That's a lot of work.

Mr. Ossa: We completed it before all of the rains came. At the last meeting, the Board asked me to look into the paving of the pool parking lot. I provided a rough sketch depicting the current parking area. I met with the paving contractor onsite, to assess the work. I also reviewed the bid that was submitted in 2008 for the same work. Its roughly about 9,000 square feet. The existing asphalt solidified over all of the years, so it must be excavated out and replaced. For the asphalt work, we are looking at approximately \$30,000. The cost from 2008 was about \$40,000, but construction and material costs fluctuate from year to year. \$30,000 is just the construction cost. Since it is 9,000 square feet, the threshold that St. Johns has is 4,000 square feet, so surveying and permitting must be included. That is not included in the \$30,000.

Mr. Mills: It's a gueestimate. How long will it last?

Mr. Ossa: Five or ten years.

Ms. Witcher: Is \$30,000 to tear it up and repave?

Mr. Ossa: Yes. There would be an inch-and-a-half of asphalt. In reviewing the bid submitted in 2008, we can do some value engineering. I also included a cost for the sub-base. I don't know the condition, but if we don't need to bring in a sub-base, that's about a \$4,000 to \$5,000 savings. There would be a cost to get it tested by a Geotechnical Firm, but it would be worth the expense in order to make sure that they don't have to bring in additional material for the sub-base of the asphalt.

Ms. Witcher: Is that Boyd?

Mr. Ossa: No, just a testing facility.

Ms. Witcher: Is it that same company that does our boring?

Mr. Ossa: Yes.

Ms. Witcher: We had them onsite doing something else.

Ms. Hernandez: Is there a staging cost to do the borings?

Mr. Ossa: The second test cannot be performed until the existing material was removed. We want to make sure that the base of the asphalt is acceptable before you put anything on top.

Ms. Witcher: I see the picture where you have the parking lot by the tennis court, and then there's that little area.

Mr. Ossa: If we are going to have dedicated parking spaces, it may cost several thousand dollars.

Mr. Showe: Ballpark wise, I think you are looking at \$45,000, stem to stern, for the entire project.

Ms. Witcher: For asphalt?

Mr. Ossa: Yes.

Mr. Showe: As we look at the pavilion, we will look at that as well.

Mr. Ossa: From looking at the area, the amount of parking spaces that we would be able to add is not going to be a lot. We are probably looking at a 10' x 20' parking spaces, but we may be able to reduce that to 9' x 18.5' spaces. There will not be a lot of parking spaces. Right now, I think people park wherever they want, and once you have dedicated parking spaces, that flexibility would be taken away.

Ms. Witcher: Is there anything else other than asphalt that we can put down, such as chip and bark?

Mr. Ossa: You can remove the mulch that is there now and put down new mulch.

Ms. Witcher: Would it improve the look and function of it?

Mr. Ossa: Eventually it will look like what it looks like now.

Mr. Showe: We would have to do what we do now, which is refreshing it every couple of years.

Mr. Mills: Up north we used tar and chip. Do they still do that?

Mr. Ossa: I haven't seen that.

Ms. Witcher: They did that up in the mountains of Georgia.

Mr. Mills: The County will have to consider handicapped parking if we pave that lot.

Mr. Ossa: Correct.

Mr. Showe: It will also have to be connected to the sidewalk.

Mr. Rizzotti: What is the maintenance every two years on what is presently there? You said that you have to maintain it.

Mr. Showe: We maintain it every couple of years, as needed. We will look at it when it reaches a point where it is difficult.

Mr. Rizzotti: Are we looking at \$1,000 or \$2,000?

Mr. Showe: Probably \$5,000 to \$8,000.

Mr. Ossa: We are just dealing with the scuffing of the curb. We replenish it and the contractor comes in and compacts it.

Mr. Rizzotti: I think you should be comparing apples to apples. If it only costs \$2,000 every two years, it's going to the same amount for the parking lot.

Mr. Showe: It was a request from the Board.

Mr. Bosseler: The stones are terrible. They get into my car every single week. I have to go home and vacuum it. If we have a pavilion and people walk over to the pool, now we have two more problems; a dirty pavilion and a dirty pool.

Mr. Rizzotti: You are going to get a dirty pavilion anyway.

Mr. Bosseler: We are hoping that Baytree, with their extra cash can help us with this.

Mr. Showe: Is there anything else?

Mr. Ossa: There are different options that the Board can look into. I am just throwing this out there, and hopefully the Board can let me know, if you identified an area or something that you want to improve with asphalt, to get rid of the current mud situation. If you keep the

area under 4,000 square feet, then we don't have to go through surveying and permitting. There would just be a construction cost.

Mr. Mills: Can we do half at a time?

Mr. Ossa: You can do just the side area.

Mr. Bosseler: That makes sense to me. If we don't have to get a permit, we can just do a portion of it, and do the rest of it later.

Mr. Ossa: That's up to the Board. I'm just here to provide you options. That would be the effort involved with the paving. You are creating impervious areas, so you have to account for all of the stormwater runoff.

Ms. Hernandez: Where is it going to go from the parking lot?

Ms. Witcher: Would it go to the wetlands on that lake?

Mr. Ossa: It wouldn't affect the wetlands. I would probably concentrate the flow to the center of the circular area and sheet flow everything into there. It seems to be doing that now. It would just be to the surrounding areas. It's not a lot, but we have to prove that we are not going to negatively impact the wetlands and any of the surrounding structures.

Ms. Witcher: We will also have hardscape with the pavilion.

Mr. Ossa: I didn't take that into consideration.

Ms. Witcher: We have to ensure that we are not going to cause problems with the drainage.

Mr. Ossa: When the pavilion is going to be designed, obviously that needs to be taken into consideration of where that runoff from the roof of the pavilion is going to go.

Ms. Witcher: If we put in a roof at the pool area, we have to deal where the runoff is going to go.

Mr. Ossa: Right, but it's a small structure.

Ms. Witcher: We don't want to impact that one house on the other side of the pool area.

Mr. Mills: The pavilion should probably have a hip roof for hurricane purposes.

Mr. Showe: Yes.

Mr. Ossa: I agree. Those are my findings. I will proceed however the Board wants me to.

Mr. Showe: I think we have enough information, so we can look at it in conjunction with the pavilion.



Ms. Witcher: Thank you for that.

Mr. Ossa: Several times I discussed trying to get a service out here to do maintenance on the drainage. I reached out to the City of Melbourne and Brevard County to utilize their trucks, but they were not open to that kind of agreement with the CDD, so I focused my attention on a drain cleaning provider. I finally was able to find one called "Altair Environmental" out of Orlando. They specialize in the maintenance of stormwater and sanitary systems. I met with a gentleman onsite. It's a lot of work for a community of this size that has a sanitary system that is 25 years old. I need to provide more information in order for them to provide a cost for the service. The service would be to come in with a Vac Truck. They have prices for different sizes. They would re-water the system and vacuum silt impurities that are in the system, in order to ensure that it is running in an efficient manner. I have been through our archives to see if we have construction plans of all the drainage systems in the community. I haven't been able to find anything yet. I don't know if Jason or Alan has anything to provide to me regarding the ponds. The more information they have, the more accurate the cost estimate is going to be.

Ms. Witcher: The Engineering Company that did the original engineering for the development on U.S. 1. I can get you the name of the company.

Mr. Ossa: They also offer a service where they put a TV/video camera on the pipes to check the condition of the pipes. I don't know if you have done this before. With a 25-year-old system, you could have some caved in pipes. I told them to include that in the cost. You can get a different scope from that. I'm working on getting a cost. It would be something that could be done in phases. That's all I have. Are there any questions or anything else that you want me to look into?

Ms. Witcher: Did you do the survey on the lake bank?

Mr. Showe: No, I think the Board determined that we weren't going to do that until we were further in the project; however, we got initial costs.

Mr. Pawelczyk: On the drain cleaning, is the camera also used to determine if there is any silt or blockage in the pipes?

Mr. Ossa: Yes.

Mr. Pawelczyk: I have a District that videotapes their pipes or sends a diver down there every year, to determine which pipes they are going to clean. It's a tenth of the cost, because most of them are clear. Then they will set up a system where every year they will clean the

pipes, or clean in quadrants, based on that initial test. Once he gets those costs, I think you should look into that. The way that it was explained to me, you may have a blockage, but sometimes after a huge rain, it's all gone. You are actually looking for a blockage. You don't want to send a Vac Truck to clean anything that has a small amount in there. I'm just a Lawyer, but you might want to get more information on when to do it, if you don't have an issue.

Mr. Ossa: The cameras will be able to pinpoint the locations of any damage or silt accumulation. Regarding the structures, I don't recall the last time they were cleaned, but they need to be cleaned every five to seven years.

Mr. Scheerer: With the flooding issues that we had, several pipes were checked, but not all of the pipes on the property.

Ms. Witcher: Do you have a cost on the cameras?

Mr. Ossa: I do not. I asked for a ballpark.

Ms. Witcher: Does he have to look at them?

Mr. Ossa: Yes. He doesn't need the plans, but it would make the effort a lot more efficient and allow for a more accurate cost estimate.

Ms. Witcher: I also talked to one of the developers. Maybe we can find some plans.

Mr. Bosseler: Did we ever find out if Lake 1 belongs to Baytree? There was a fish and bird kill.

Mr. Showe: It belongs to the golf course. As soon as I received the phone call, I immediately contacted the Golf Course General Manager. He told me that he was aware of it and they were doing whatever they could to clean it up. It seemed like they waited until the vultures cleaned it. Unfortunately, it is not our lake. We received a lot of phone calls. I tried to answer them as best as I could and directed all residents to the General Manager.

Resident: I'm glad you brought that up because I talked to the Fish and Wildlife Commission about it and they were concerned. I would like to propose that the Board look into annexing that lake to the CDD, so the CDD can better manage it.

Mr. Bosseler: We certainly can take a look at that, but I saw ECOR service that lake. Am I correct that ECOR services our lakes?

Mr. Showe: ECOR services our lakes, but I don't know what the contractual arrangement is. A year ago, they did not have ECOR.

Mr. Mills: In the future, can this Board annex anything?

Mr. Pawelczyk: They can either deed the lake to the CDD, or we can get a maintenance or perpetual easement that will allow the CDD to maintain the lake. Of course, they would have to agree to it.

Ms. Hernandez: They use that lake to irrigate the golf course.

Mr. Pawelczyk: We would be required to maintain it. From reading this and talking about it, my first concern is that the lake is treated differently than all of the other lakes, because we don't control what fertilizer is put on the golf course property. As you all know, fertilizer are nutrients and nutrients in the lake create algae blooms, depletes the oxygen and kills the fish. Our concern with taking it over is that we need to make sure, from an environmental perspective, you could do that cost effectively. It could be done, assuming the owner of the property agrees.

Resident: It's the first thing we see when driving in the gate. I think it would be great for the CDD to take over the care of it.

Mr. Mills: We certainly had a lot of comments with regard to the condition of the lake. A gentleman was here last year about that.

Ms. Hernandez: Maybe we can send a letter to the golf course to see if we can get them to maintain it.

Mr. Showe: If the Board wants me to, I can reach out to the General Manager to see if there's any interest.

Mr. Mills: We should go to him and say, "*We would like to take over the management of that lake, but you would still have the right to use it for irrigation*", and ask him if he would be willing to pay for us to maintain it. Can we do that?

Mr. Pawelczyk: You can. The only concern is we would have to put that in an agreement. We have a good arrangement with the golf course, but at one time we didn't, and we had to go back and redo the agreement to get everyone on board.

Ms. Hernandez: How about offering them some type of agreement where we would add that lake onto our ECOR Agreement, so we know that it is being done properly.

Mr. Pawelczyk: That's what we would do, and maybe they would agree to pay three-fourths of what they are paying now to do that work.

Ms. Hernandez: At least we know that it got done.

Mr. Pawelczyk: When they get the calls on Lake 1, they can refer them to the CDD. However, you want to do it. I think the first call is to the golf course to see if they are interested. The second call is to ECOR to ask if it would be a problem if we were to take it over.

Mr. Showe: It's up to the Board.

Ms. Hernandez: Maybe the first step would be to try talking to them.

Mr. Showe: I had multiple conversations with them over the last year about the maintenance of that lake.

Ms. Hernandez: What did they say? What is their excuse?

Mr. Showe: It's being treated. We will get with our vendor.

Mr. Mills: I have no problem having Jason talk with the General Manager to see what he thinks.

Mr. Ossa: We will bring back prices.

Mr. Showe: They pay assessments as part of the District.

Mr. Mills: That's a great idea.

Mr. Showe: We will take a look at it.

### **iii. District Manager's Report**

#### **1. Field Manager's Report**

Mr. Scheerer: I don't have a lot to report. We installed bath mats in the Ladies restroom. I haven't received any comments about them. We also removed the screening in both the Men's and Ladies restrooms, cleaned the levers and installed a new screen. We will stay on top of that. We had a bad phone line at the rear gate with the new TransCore reader tags that came in. We couldn't upload it manually, so ACT came out and manually loaded them at the gate. AT&T was here on Monday. I met with them about the phone lines for the HOA. We met with the landscaper to review Kingswood and are working on some of the plant replacement items in that area. We continue to meet with them every two weeks. The well work was scheduled to begin this week. I had a meeting onsite with the guys digging the well. It will be completed weather permitting. As of today, I didn't see any activity back there. After that meeting, we asked them for the irrigation zone map, so we have an idea of the location for the wells, clocks, number of zones and locations they service on the property. We replaced the flag at the rear gate. We were asked to paint lines on the bocce court. We also met with the landscaper to make sure that they add the maintenance strip around the court. We had an issue with the back gate. The top lock

was not working, so we couldn't make any changes or add a meeting notice. We met with Kendal Signs on Monday. They are either going to repair or replace that sign and make sure that we have ample keys. That's all I have.

## **SIXTH ORDER OF BUSINESS**

### **Treasurer's Report**

#### **A. Consideration of Check Register**

Mr. Showe: In your General Fund, we have checks 52937 through 52981 for \$70,187.80, check 66 in the Capital Projects Fund for \$5,000.00, checks 19 and 20, in the Community Beautification Fund for \$6,982.97 and \$737.97 for the June 2017 payroll, for a grand total of \$82,908.74. Alan and I can answer any questions about those invoices if you have any.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, the Check Register was approved.

#### **B. Balance Sheet and Income Statement**

Mr. Showe: No action is required by the Board. We are over 100% collected on our assessments and are in good shape.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Mills: I just wanted to inform the Board that coming in on National Drive, an owner is constantly depositing their trash on our property coming in. I asked Dave Halle to give us a price on planting some Crotons and maybe some Ixoras in that area to beautify it.

Mr. Showe: We are working on it.

Mr. Mills: I have the money in my budget to do it. I just wanted to inform the Board. At some point in time, I would like for us to have a working meeting. There have been a lot of projects that we have been looking at, such as the lake restoration. As you said earlier, we are running out of money. I think what we really need to do is to look at all of the projects that we are looking at and prioritize which ones we feel would be ranked accordingly; first, second, third, fourth and fifth. I feel that the Board needs to do that before we assess the community. That way we can say to the residents of the community, that we have done our prioritization and we are okay.

Ms. Witcher: Do we have to publicize the meeting?

Mr. Showe: If we hold a workshop, we would publish it, but as you go through part of your budget process, that's the right time to do that. We will have the October meeting, and maybe at the December or January meeting, we can start to work out how you want to go through that process.

Mr. Pawelczyk: You can include it as part of your regular meeting. GMS-South has workshops with some of their Boards that are particularly active at Clubhouses. They will schedule workshops and adjourn to the workshop, during the regular meeting, and then they will record the meeting. They don't take minutes, but they have the recording. They have summary minutes for the workshop. Then they will go back to the regular meeting and vote on those items. We can do this however the Board wants to set it up.

Mr. Mills: It's the only time that we have that we can talk to each other.

Mr. Pawelczyk: Correct.

Mr. Mills: I think that would be great, without resident input at a workshop. We can sit down and talk among ourselves without interruption and come to some kind of decision, as to whether we want to do this first, second, third, fourth and fifth.

Mr. Pawelczyk: That's fair, because that's what a workshop is for. The public has no right to speak on any item at the workshop. The public has a right to speak before the Board votes on an item. Before you take action, that's when you say, "*The public would like your input*". I just wanted to clarify your comments. I knew what you were saying.

Ms. Hernandez: You have the money for the items that you are going to approve, so what's the purpose of prioritizing them? If it's in the budget, it gets done.

Mr. Showe: You may want to start finding out if there's a potential for an assessment increase, what projects you want to do, how much you need and what you want to accomplish in the next five years. That way you can plan one assessment increase that contemplates all of that.

Ms. Hernandez: Which is basically what we do during the budget year.

Mr. Showe: We can work with the Board, as we get closer to that project.

Mr. Mills: Maybe you can list all of the projects that we discussed that we can consider at our next meeting.

Mr. Showe: I will prepare it.

Mr. Pawelczyk: Leave it on the agenda. You don't have to discuss it. Having a Capital Improvement List would help you determine what you want to do. As you go into your budget, it will make it a lot easier, if you wanted to do that.

Mr. Showe: I can include it on the Action Items List and keep a running list.

Mr. Pawelczyk: That's a great idea.

Mr. Mills: I request that we not do it at the October meeting. I won't be here and I would like to be here when its provided.

Mr. Showe: I think the December meeting is a good time. Are there any other Supervisor comments? Not hearing any,

**EIGHTH ORDER OF BUSINESS**

**Public Comment Period**

Mr. Showe: Are there any other audience comments? Not hearing any, we need a motion to adjourn.

**NINTH ORDER OF BUSINESS**

**Adjournment**

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman