

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, February 7, 2018 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carolyn Witcher	Chairman
Melvin Mills	Supervisor
Richard Bosseler	Supervisor
Jerry Darby	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Alan Scheerer	Field Operations Manager
Wayne Wilkerson	Baytree Community Association
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: Security staff is not present. We can take any questions or comments.

Mr. Mills: Are we going to approach the security services at a later date?

Mr. Showe: Yes. We have two items from Security. One is an RPF for new services and extending the current contract. When we originally approved it, it was through the end of this month. Because we didn't meet in December, we want to give them a few extra months. It may be good to evaluate their performance. They made a lot of changes, both to staff and management. Things seem to be, at least from what I'm hearing, running a little smoother. We

can definitely talk about how long you want to keep the current contract and how we want to approach new services.

Mr. Mills: Okay, we will wait until then.

B. BCA

Mr. Darby: Janice Hill could not be here. What you have is what we are going to submit to aquatic contractors in the form of a Request for Qualifications (RFQ). We are asking all bidders to submit final bids within the next 10 days. Starting this week, Jan and I will initiate the due diligence process. The due diligence process includes:

1. Consultation with the contractor at their office
2. Visit the site
3. Contact references
4. Develop an agreed upon timeline
5. Negotiate the terms of the contract
6. Establish the timing of payments
7. Review the construction payment bond policy
8. Obtain warranties, certificates of insurance, licenses
9. Search for complaints
10. Modify the contract or quote

Mr. Darby: We do want to extend the contract by 30 days, but since there is no formally scheduled CDD or BCA meeting between now and April, I am suggesting once we go through the due diligence process, to call a special meeting of both the BCA and the CDD to discuss this project. We estimate that the development of engineering, plans and drawings will take about two weeks. Permitting will take about eight weeks, but if we have to go to the St. Johns Water Management District, that will take longer. Construction will take about eight weeks. If we were to go forward on or about March 15th, this project wouldn't be completed until July 20th. The BCA and the CDD should consider two oak trees that are very close to the suggested location of the pavilion. The oaks present a potential risk of undermining the integrity of the pad and the infrastructure. So, in the scope of the project, we are including the removal of those trees and the replacement of like trees in that area. Access to the pavilion would be an ADA compliant. The BCA will fund any project, but the contract for construction management and ongoing maintenance would be the responsibility of the CDD. The cost is within the scope of

this project. It's part of a different discussion and has not been included. I would be happy to take any questions.

Mr. Mills: Jerry, could you cover the quotes?

Mr. Darby: The two quotes that we are most likely to consider is in the \$90,000 to \$95,000 range. We would probably put a 10 to 15% contingency on it, just because things happen. Another quote came in at \$192,000, which we decided to throw out. Another contractor bid for new construction, but they didn't want to do. They either declined the bid or bid an outrageous amount. This is a relatively small project. These two other contractors seem very motivated and hopefully a third contractor will be contacted.

Mr. Mills: One contractor is the son of Arte Hudson who lives in the community. I think it's great that he wants to do the project. Having a resident's family be a part of this is a good idea. Jerry, we talked yesterday about the District not paying sales tax. Have we gotten back to these contractors about the sales tax?

Mr. Darby: We have not, but according to the last page of the RFP, the CDD is exempt from taxes.

Mr. Showe: Once you select your contractor, we will make sure that the contract is in the name of the Baytree CDD and we will provide a tax certificate. There is no big issue there.

Ms. Witcher: Once a year, we are allowed to take down trees. Would this count against us?

Mr. Darby: There is a cost benefit to doing them all together.

Mr. Showe: We would have to do the permit process like we did before.

Ms. Witcher: We have to get a permit to remove the trees.

Mr. Mills: There are only two of them.

Ms. Witcher: If we want to include anything else in the development, we would want to do it at the same time, because we are only allowed one removal per year.

Mr. Showe: We will put that on our list to take a look at that.

Ms. Witcher: There are three trees at one house that must be removed.

Mr. Darby: Are they large trees?

Mr. Showe: No. They are less than a foot.

Ms. Witcher: They are right by the pool and bocce court. There is a threshold to remove the trees.

Mr. Darby: Its 8 to 10 inches. Anything below that, you don't need a permit.

Mr. Mills: There is some land in Chatsworth that is very wet where we can put the Oak trees. There is plenty of room.

Mr. Bosseler: Jerry, I have a couple of questions. You mentioned that you don't foresee anyone contributing to help us pay for a parking lot there.

Mr. Darby: I will let Wayne speak about that.

Mr. Wilkerson: We are going to ask the CDD Board and our Board to consider splitting the cost for the parking lot. I think that's going to add a tremendous amount of parking to the entire area. I think the quote that you received was reasonable, which was \$30,000 a foot. I think each entity paying \$15,000 would be fantastic. We already considered paying to relocate the trees. The other thing that Jerry and I discussed was purchasing tables and fixtures.

Mr. Mills: I think the parking lot would be a great addition, because we have to be ADA compliant with this pavilion. We can't have wheelchairs going over stones.

Ms. Witcher: You have to consider the water runoff, because it's going to be a hard surface now. There is not going to be gravel where it drains.

Mr. Bossler: We are also looking at making the back pool gate accessible, so that people coming from the pavilion going to the bathrooms won't have to walk all the way around; however, this might be expensive.

Mr. Darby: The only thing that I would add is that any improvement to the parking lot should be after the improvement is constructed.

Mr. Bosseler: How much is that gate going to cost?

Mr. Showe: Our current estimate is \$10,000.

Mr. Bosseler: For a gate?

Mr. Showe: There is no electric there, so to tie it into the current access system it has to be tied into the one at the pool.

Mr. Bosseler: That's absolutely insane.

Mr. Showe: No one approved that yet.

Mr. Mills: Every resident should have a key card to get into the pool area. That would eliminate outsiders from coming in and using the pavilion. If they want to use the restroom, they don't need a key card to get in, so why do we have to spend \$10,000?

Mr. Showe: \$10,000 is to put in a locking system, similar to what is on the rear gate at the pool. We don't want to give residents two separate cards, plus there is no electric out there to tie into the system.

Mr. Mills: Why do we need a gate at the rear of the pool?

Mr. Showe: It was suggested by Mr. Bosseler that it would be easier for people using the pavilion, to come in that rear door, instead of walking all the way around.

Mr. Bosseler: The water aerobics people currently park on the grass, because they don't want to walk all the way around. Many people don't like to walk on the gravel, because it gets their car all dirty.

Mr. Mills: Could we defer this until after the pavilion is in?

Mr. Showe: Yes.

Mr. Mills: We are talking about 1,000 feet. That's good exercise.

Ms. Witcher: Is there so many feet that we are required to have, according to the ADA requirements?

Mr. Mills: The ADA entrance would be right in the front.

Mr. Ossa: It needs to be next to the closest accessible entrance, as possible. By paving that parking lot, you are responsible to abide by codes, handicap issues and other issues.

Mr. Mills: Are we required to stripe that parking lot?

Ms. Witcher: Yes, once its hardened.

Mr. Darby: Then you must have designated handicapped parking.

Mr. Bosseler: What's the other issue?

Mr. Darby: You must get an engineer and survey.

Mr. Mills: How do they designate handicapped parking?

Mr. Ossa: They consider the pool facility and the pavilion. There must be a certain amount of use.

Mr. Showe: The paving load and size of the pavilion will determine the number of parking spaces.

Mr. Ossa: For anything over 25 parking spaces, we need 2.5 spaces. It's not only the handicapped spaces, you have the stripe for buses.

Ms. Witcher: You mean the van accessible vehicles.

Mr. Darby: You might want to consider finding out how many parking spaces you will need for the size of the pavilion, because there is no space for those parking spots.

Mr. Showe: You are 100% right.

Mr. Darby: It's a 20x40 foot space or 800 square feet.

Mr. Mills: I suggest that you get that information and provide it to us at the next meeting.

Mr. Darby: If you don't have enough parking for an 800-square foot pavilion, you have the option of reducing the size of the pavilion to be compatible with other space that is available. Before we go too far out into this process, we should know that answer. Because we have some sense of urgency, I ask that this information should be communicated to me through Jason.

Mr. Showe: Absolutely.

Mr. Mills: I would like to thank Jan and Jerry for the great job. They sent out a lot of RFPs, and like he said earlier, that takes a lot of time and energy. They did an outstanding job and I want to commend them.

Mr. Darby: You might want to include the RFP as an addendum to the agreement as a description of the project.

Mr. Pawelczyk: You have an executed HOA Participation Agreement with the BCA, but it hasn't been finalized, because they wanted to describe the project like Jerry just said, and to set the contribution amount that the BCA will contribute towards the project. Before they do that, they want to get prices. If its \$110,000, we can fill in those blanks once we have that information. We are not going to have this as an exhibit, because it's unnecessary. We are just going to describe what the project is. Do you want to meet again or approve entering into an agreement with a contractor to do this work, in an amount not-to-exceed, provided that the Joint Participation Agreement is signed by the parties and the contribution amount is provided to the District?

Mr. Mills: The contribution amount can always be amended as we go forward, so I don't see a reason why we should hold this up.

Mr. Pawelczyk: I was just trying to give you that option. Jerry mentioned a special meeting, but I don't know if you have to do that. It is my understanding that you know what it's going to look like, so it's really just a matter of price. It is in the best interest of the BCA to keep the price as low as possible. This would give you the option of moving forward without having a meeting.

Mr. Darby: Mike, can the CDD execute a contract without a meeting?

Mr. Pawelczyk: Yes, if you authorize entering into an agreement with a contractor in an amount not-to-exceed.

Mr. Showe: It would be in accordance with the Joint Participation Agreement, which was already approved by the Board.

Mr. Pawelczyk: Provided that the Joint Participation Agreement is executed, adhered to and we receive the contribution amount. We are not allowed to enter into a contract unless we have the funding.

Ms. Witcher: What if we have to change the size of it because of the ADA requirements?

Mr. Mills: You can change it.

Mr. Showe: At the last meeting, the District approved the Joint Participation Agreement in substantially final form with the exhibits, which will describe what the project would look like. The District already has the ability to approve that agreement.

Mr. Pawelczyk: If you recall, at the last meeting, it wasn't in final form. We can easily make the initial approval to authorize the entering of a contract if you wanted to appoint someone. I know that Mel worked with the BCA on behalf of the CDD and can make it subject to Mel's approval and have him sign it. It's however you want to do it. I'm just trying to give you that option, without having to advertise for a special meeting.

Mr. Showe: There would be the additional cost of staff and everything else.

Mr. Pawelczyk: Why go through that exercise, if it's not necessary. If there's a substantial change in the project, for whatever reason, we will have to bring it back.

Ms. Witcher: What are the financial ramifications if something comes up and we say that we don't want to do this? We already signed the contract.

Mr. Pawelczyk: I understand when you enter into the contract it's going to say, "*This project shall be built and we will pay \$110,000 when it's completed.*" We are only going to agree to pay \$110,000, if we get \$110,000 from the BCA, pursuant to this. I think that's the best way to move forward, unless you feel more comfortable bringing it back and discussing it again, once they select the contractor. This way, you are giving staff the discretion to work with the BCA, enter into contract with the selected contractor and move forward. I agree with Jerry that this is a process. The permitting is what takes so long.

Mr. Mills: Will the St. Johns Water Management District also be an issue here?

Ms. Darby: For the pavilion? No.

Mr. Mills: Are we going to have to get permission from them?

Mr. Showe: Yes, for the parking lot.

Mr. Mills: The parking lot, but not the pavilion.

Mr. Pawelczyk: Once we build the pavilion, it's not like you have to take the pavilion down, if you can't do the parking. You don't really need the parking for the pavilion.

Mr. Showe: It's an extra amenity.

Mr. Pawelczyk: Once you put the parking in, then you have to comply with all of these requirements.

Mr. Bosseler: We can say that the parking is for the pool.

Mr. Pawelczyk: You can say whatever you want.

Ms. Witcher: The parking is for the tennis courts.

Mr. Mills: I personally have no problem with us moving forward, but if we appoint Jerry as a CDD Board Member, I would like to relinquish my responsibilities for the pavilion and give that to Mr. Darby, provided that we appoint him. He has been familiar with the issue and I think it would only be right that Jerry continue represent the Board.

Mr. Showe: Do you want to take that section of the meeting and then come back to this?

Mr. Mills: We can do that.

Mr. Pawelczyk: I think the meeting would be cleaner if you tackle this issue. In terms of the Board liaison, we can handle that another time. Right now, the Board liaison is Mel. You can change that after Jerry is appointed. Is everyone comfortable with what I mentioned?

There was Board consensus.

Mr. Pawelczyk: You are looking for a motion to authorize entering into a Small Project Agreement with a contractor to be determined, in an amount not-to-exceed. What do you think Jerry?

Mr. Darby: I would use \$115,000.

Mr. Pawelczyk: It would be in an amount not-to-exceed \$115,000, provided that the Joint Participation Agreement for the Baytree pavilion project is completed and executed by all parties, adhered to and that the contribution amount is provided to the District.

Mr. Mills MOVED to enter into a Small Project Agreement, with a contractor to be determined, for the pavilion project in an amount not-to-exceed \$115,000, subject to execution of the Joint Participation Agreement, between the Baytree CDD and the Baytree Community Association, and providing the contribution amount to the District, and Ms. Witcher seconded the motion.

Mr. Showe: Is there any further discussion?

Mr. Mills: Yes, Jerry. Does the \$115,000 that you just mentioned, include tables and ancillary equipment inside?

Mr. Darby: No.

Mr. Mills: So it's just strictly for the contractor? I wanted to make that point clear.

Ms. Witcher: I have one question about these accessories. Does the bid include the electric and these accessories?

Mr. Darby: Yes. I know that a concern was raised at the last meeting about water, which I did not attend, about flooding. Water is not necessary. Mike raised issues with getting permits.

Mr. Pawelczyk: My recollection is that we talked about getting this project completed and we can always add water as an ancillary item.

Ms. Witcher: Would it be easier to put a faucet near the bathrooms and they could go over there and get water?

Mr. Ossa: There is a faucet on the outside of the pool, but we also have a meter there. All we have to do is hire a plumber to run the water off of that existing meter, because we are already paying for water at the pool. We can use the same meter and run water to the pavilion or somewhere near the pavilion.

Mr. Pawelczyk: I have three kids and spent a lot of time in parks and pavilions. Most of them don't have water. It's a covered area. People can bring their coolers. If you do that and pave the parking lot, I would bet people would wash their cars there. Look at it that way.

Mr. Showe: Is there any further discussion? Not hearing any,

On VOICE VOTE with all in favor of entering into a Small Project Agreement, with a contractor to be determined, for the pavilion project, in an amount not-to-exceed \$115,000, subject to execution of the Joint Participation Agreement, between the Baytree CDD and the Baytree Community Association, and providing the contribution amount to the District, was approved.

Mr. Pawelczyk: One thing that I would like to add is that Jerry and I spoke about picnic tables. I think the Joint Participation Agreement is written in a way, where if the BCA goes to the CDD and asks the CDD to purchase tables for the pavilion and provides the cost, it would be better for them to let the CDD purchase it, since we don't pay any taxes. That's what the purpose is. I think we can do that under the Joint Participation Agreement.

Mr. Mills: We discussed that at the meeting yesterday.

Mr. Pawelczyk: Who will choose the tables?

Mr. Mills: I guess the committee will.

Mr. Darby: Who picked out the benches that we have out there now?

Mr. Mills: I did. People are sitting on the benches.

Mr. Showe: Is there anything else under the BCA? Not hearing any,

THIRD ORDER OF BUSINESS

Organizational Matters

A. Discussion of Board Vacancy and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2018

Mr. Showe: We received a letter of interest from Mr. Darby. I have not received any others, but we can open it up to the Board's consideration on filling that position should you choose to do so at this time.

Mr. Mills: I appoint Jerry Darby to replace Maria Hernandez.

Ms. Witcher: I think we need to open this up to the floor and ask if anyone else is interested, since we only have one letter.

Mr. Bosseler. Good idea.

Mr. Pawelczyk: You have a motion on the floor. First, we need a second and discuss that motion. If there's no second, the motion dies. That is the procedure.

Mr. Mills: I withdraw my motion.

Ms. Witcher: Would anyone like to be a CDD member? It is just until the election in November. If you want to serve beyond that, you must requalify with the State.

Mr. Showe: You would qualify with the Supervisor of Elections in Brevard County.

Mr. Mills: I nominate Jerry. The reason is that Jerry has a litany of experience in a lot of things that would be an asset to the Baytree community. He and I had a conversation regarding his tenure in Puerto Rico and what he went through with re-establishing a plant that was demolished and what he did for the employees there. I think he would be a great asset to this Board.

Mr. Mills MOVED to appoint Jerry Darby to Seat 4, term ending November 2018, and Ms. Witcher seconded the motion.

Mr. Showe: Is there any further discussion? Not hearing any,

On VOICE VOTE with all in favor, appointing Jerry Darby to Seat 4, term ending November 2018, was approved.

B. Administration of Oath of Office to Newly Appointed Board Member

Mr. Showe, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Darby.

Mr. Showe: I will go through the procedural paperwork with Jerry after the meeting. The most important thing to remember is that you are now a public official as a member of the Baytree CDD. There is a pamphlet on the Florida Sunshine Law. It's important to note that you are not permitted to have any discussions with other Board Members about things that might reasonably come up for a vote in front of the Board. That includes any emails, texts, phone calls, anything. When you receive emails from our office, it will say, "*Please do not reply to all*" at the bottom. Just as a reminder, you can inadvertently start conversations if you hit "*Reply To All*," even if you say "I think that's a great idea," and technically be in violation of the Sunshine Law. We will walk you through that process, but that applies to any records or papers. You are not required to keep any records from meetings. That's our job as District Manager. We keep the formal records for the District; however, if you decide to retain your materials, we recommend that you keep them in a separate file, so you have all of your District records in one place, if you receive a public records request, so your personal files are not being intermingled.

Mr. Pawelczyk: For your emails, create a folder for the Baytree CDD and slide them in there. I do it for all of my Districts.

Mr. Showe: We will discuss the remaining items later. Welcome to the Board!

C. Election of Officers

D. Consideration of Resolution 2017-02 Electing Officers

Mr. Showe: We typically do this at our December meeting and rotate the Chair and Vice Chair every year. The remainder of the Board serves as Assistant Secretaries. We can handle the offices individually and open the floor to nominations, or if a Board member has a slate of officers they can do that in one motion. In the past, you selected a Chair and Vice Chair and we filled in the rest.

Mr. Mills: Ed is Vice Chair. The history of this Board has always been that the Board Member serving as Vice Chair, usually serves as Chair. Does anyone know the status of Ed? He is not allowed to drive anymore and I don't know if there's a health issue. This is the first Board Meeting that Ed's missed in a long time. We should discuss whether we want to consider Ed as Chair. Can we legally hold off on this and wait until Ed's approached and asked if he wants to assume that role? How do we want to handle that?

Mr. Showe: If you don't rotate, we can have a motion to appoint Mr. Darby as an Assistant Secretary. We can do that and then you will continue with the current officers.

Mr. Pawelczyk: That's probably the best way to do it. You can keep your slate of officers the same, knowing that in November, even if everyone runs and is re-elected, you are still going to have to go through the Election of Officers. If that's the case, you should make a motion to appoint Jerry as an Assistant Secretary and keep the rest of the officers the same.

On MOTION by Ms. Witcher seconded by Mr. Mills with all in favor, Resolution 2018-01, keeping the current slate of officers and designating Jerry Darby as an Assistant Secretary, was adopted.

E. Discussion of Board Member Responsibilities

Mr. Showe: We typically discuss Board Member responsibilities. We ask if anyone wants to shift any of those around. We can also discuss Mr. Darby's responsibilities. Maria was handling security. We can open that up for discussion.

Ms. Witcher: I'm happy with what I have. Do you want to handle security, Jerry?

Mr. Darby: Sure. I know that you have a bid process coming up.

Ms. Witcher: Yes.

Mr. Bosseler: I'm good.

Mr. Mills: I'm good.

Mr. Showe: We have consensus to have Mr. Darby handle security. We will make sure that we update our websites.

Mr. Darby: Jason, should we raise the issue of the pavilion at this point in time?

Mr. Pawelczyk: We haven't touched on that, but Mel wanted to make a motion.

Mr. Mills: I think it would be natural for Jerry to be the representative of the pavilion project.

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, appointing Jerry Darby as liaison for the pavilion project, was approved.

Ms. Witcher: I would like to thank Mel for all of his hard work.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the October 4, 2017 Meeting

Mr. Showe: The minutes from the October 4, 2017 meeting were included in your agenda package. We made changes that we received prior to the meeting.

Mr. Mills: I have several.

Mr. Pawelczyk: Jerry, even though you weren't at that meeting, you still have to vote.

Mr. Mills: On Page 9, under Ms. Hill's comments, "*fountain*" should be "*finished.*" On Page 11, under Ms. Mariani's comments, "*Without her help, I could've done it and many others*" should be "*Without her help, I couldn't have done it*".

Mr. Pawelczyk: I think she said, "*Without her help and many others.*"

Mr. Mills: On Page 12, remove "*Hearing none.*" On Page 21, "*move the tree*" should be "*remove the tree.*" On Page 28, it says that the tennis courts are not on CDD property, but they are on CDD property.

Mr. Showe: They are. I think what he said is the golf course is not CDD property. We will edit that sentence.

Mr. Mills: I have no further corrections.

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

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, the minutes of the October 4, 2017 meeting were approved, as amended.

FIFTH ORDER OF BUSINESS

New Business

A. Discussion of Suntree Lake Bank Project

Mr. Showe: We included the proposal that we received in December from Tropic-Care, which is a scaled down version of the first proposal. I provided several comments that we received in an email. If you recall, at the last Board Meeting, you wanted us to reach out to residents to show them the plan, which we did. It seems like, overall, they want to make sure that we are doing something that's low maintenance. Obviously, there were some questions on the plan.

Mr. Mills: That's not low maintenance or it is low maintenance.

Mr. Showe: It is low maintenance. They also commented on the specifics of where the docks show on the plan, but those are not exact locations. They do their best to line those up by hand. We can adjust those should you decide to do that. It is important to note that with this proposal, there is no warranty on the plant material, because they are not proposing any irrigation, so there's no way to warranty any of the plants.

Mr. Darby: What's the likelihood that they will survive?

Mr. Showe: They are fairly hearty plants, but when you establish a plant, even if it is a hearty plant that doesn't require irrigation, you typically irrigate them for the first six months.

Mr. Scheerer: You want at least a 30-day water period, minimum. The only way for this to work was if you did it during the rainy season.

Mr. Showe: We can turn it over for the Board's discussion and your pleasure on the subject.

Mr. Darby: I noticed that there's no strapping for the trees. There was a \$3 per tree upcharge if you wanted to do that. Do these trees need strapping? Is that something that should be considered?

Mr. Showe: I don't think they necessarily need it.

Mr. Scheerer: It depends on the caliper of the tree. These are good size trees. They may do well on their own. If you start planting trees during rainy season, you are also in hurricane season.

Mr. Showe: Water levels are flexible.

Mr. Darby: It seems like strapping is a good idea.

Mr. Scheerer: I think strapping would be a good idea, but there's some consideration to take in, due to the time of year. You are looking at doing this without irrigation. With irrigation, you can put the straps in any time you want.

Mr. Darby: My concern is that you just don't let them all die. You either pay \$3,000 for strapping or \$2,000 for new trees.

Mr. Bosseler: There were a lot of questions on this from the BCA. Are you saying that you reached out to residents?

Mr. Showe: The residents that Mel and I met with all live on the Suntree bank and were involved in the project.

Mr. Bosseler: I heard a lot of negative comments. There were a lot of questions about the use of funds.

Ms. Schoonmaker: Could you briefly tell us what you are planning?

Mr. Showe: There's no plan. There is a proposal that the Board looked at.

Mr. Mills: It is \$32,750.

Mr. Showe: It is for 90 plants and trees; 54 red cedars and 39 bald cypress along the Suntree bank. That is per the request of some residents that live along there.

Mr. Bosseler: Jason, did you talk to some of the homeowners?

Mr. Showe: Mel and I met with them on more than one occasion to try to get a plan. We are trying to give the Board something. If you recall, the original proposal was a lot more decorative. It was \$60,000 just for the plants. It did not include removal of the myrtles, so you have to add that, so you are looking at around \$70,000, which was the first proposal. We tried to bring something for your consideration, but it is up to you guys on your feelings on the project.

Mr. Bosseler: I'm talking about the Suntree homeowners.

Ms. Witcher: We have not contacted them.

Mr. Showe: Not the homeowners on that side. There is a lot of bad blood there based on history. There will also be challenges with that part of the project.

Ms. Schoonmaker: At one time a survey was discussed. If we go ahead with this, you are going to have to get a survey. Is that correct?

Mr. Showe: The Board has proposals for surveys. I think we determined that you can use the Property Appraiser website to get a good feel. If you wanted to proceed with this and make sure that you are on your property, we recommend a survey.

Ms. Witcher: What is the cost of the survey?

Mr. Showe: I think they are \$2,000 to \$3,000. We have not done that yet, because the Board hasn't determined whether to move forward.

Ms. Witcher: I understand. They still don't have water.

Mr. Showe: That is correct

Ms. Witcher: Because we have no well.

Mr. Showe: The plants are not warrantied.

Mr. Darby: Wayne, just for a matter of clarification, residents don't feel that this is a good use of CDD funds. Is that correct?

Ms. Witcher: Yes.

Ms. Schoonmaker: My husband and I googled the spot that was there. It was purchased at the same time that houses were being built, in 1998. There were no trees on the other side. We were told that was a preserve. Google does not show any trees between the lake and the houses.

Mr. Mills: Sandy, I agree with you, but by the same token, when the community was built, there were wax myrtles planted along the entire bank in 2002.

Mr. Pawelczyk: In 2006 we sent letters to Suntree residents because they were removing them.

Mr. Mills: The bank was planted twice.

Ms. Schoonmaker: The houses on our property were built in 2006. Am I correct?

Mr. Mills: I can't answer that question.

Ms. Witcher: I think so.

Mr. Pawelczyk: I think so. We were all developed when we took over as District Counsel. Looking in our files, when Dennis Lyles was District Counsel, he was reading the minutes and said, "*You can't tell me that they are talking about the Suntree project.*" I said yes.

We looked back in our files and in 2006 we sent letters, at the Board's direction, because a lot of wax myrtles were being removed, mysteriously.

Mr. Mills: I heard some pros and some cons. The cons were from neighbors not being impacted by this move. I have two concerns. One is, it is not just the initial planting of the trees or landscaping of that bank, the concern is the ongoing legal issues from Suntree residents. That's one side. The other side is, I heard from a resident that was impacted by this that there is discussion by Suntree residents about hiring an attorney to sue the CDD if we do not do something with that bank. I'm asking for a legal opinion from legal counsel on whether that is practical and whether they can sue us? I guess you can sue anybody. I'm going to need some legal guidance.

Mr. Pawelczyk: I would have to know what they would sue us for. You have to make a planning level decision. You are making a decision as to what is in the best interest of the public for use of the funds. You are not obligated to do that. Can you sue Melbourne for not putting a bush in at the corner of Wickham and Baytree?

Ms. Witcher: No.

Mr. Pawelczyk: If they want to do that, that's fine. They are going to end up paying for it, just like you are, so they are basically suing themselves. If that's what they want to do, it wouldn't be the first time. There are lawyers out there that will take cases like this. There are good doctors, bad doctors, good lawyers and bad lawyers. The trees could be donated to the District. I'm sure that's not an option for the residents affected by this. That's an option as well. You still have to make a decision as to what you are doing with your funds, which are not unlimited. It doesn't mean they can't sue you, but I wouldn't think they would be successful. We are not doing any research on this, but it's based on my knowledge as Special District Counsel.

Ms. Witcher: I don't think it's a good use of our money.

Mr. Darby: I have two concerns. One is that since there is no warranty or irrigation, there's a more than average probability that these trees won't make it. Secondly, there's no guarantee that residents on the other side will cut them down anyway. You can spend \$30,000 and then have them float in the lake.

Ms. Witcher: Everyone in Suntree that bought their house in 1987 knew that there were other houses across the water from them.

Mr. Mills: Mike, let me ask you this question. Is there any way that the CDD could convey the bank to the Suntree homeowners?

Mr. Pawelczyk: No, because we own the lake bank, which is an integral part of the stormwater system.

Ms. Witcher: You can't give it away.

Mr. Mills: I thought that it would eliminate the hassle of us continuing to gain access over there to mow that bank. If we don't do anything with it and let it grow wild, can we convey the portion 5 feet back from the bank back to them?

Mr. Pawelczyk: No. You can't convey government property to a private entity, but you can designate it as surplus. You could enter into a Maintenance Agreement with the HOA and they could maintain the lake bank and the landscaping. You still wouldn't want them to put any trees in there without your approval, but if they are uplands, according to your plan, and they wanted to put trees in there, they can, but I don't think that they do.

Mr. Mills: That might be an option that they could explore.

Mr. Pawelczyk: It might be.

Mr. Mills: A resident over there got very hostile with Tropic-Care's employees and I do not want some resident over there flinging a gun and shooting one of our contractors; therefore, we have to treat this very delicately.

Mr. Pawelczyk: What would happen if the lake bank was mowed every two months instead of every month?

Mr. Darby: You would still see the houses.

Mr. Showe: I have pictures.

Mr. Darby: I'm just trying to come up with a solution.

Mr. Showe: I think right now, Tropic-Care is doing a great job of keeping it clean and maintained. It's definitely not an eyesore the way it is now. I think we dealt with Tropic-Care in terms of them getting access. The challenge is when the water comes up, they sometimes can't get their equipment in so they have to wait a couple of weeks to maintain some places. I think they have the access issues under control, at least as far as its been related to me. This doesn't mean that the issue is gone, just because you don't approve or disapprove the project today. We have the information and should you choose at some point in the future, you at least have some basis for making a decision.

Mr. Mills: I looked at the budget and we have projects that need our attention. When I look at this and the number of people being impacted by this amount of money, versus the number of people impacted by other issues we are facing, I suggest tabling this matter for now until we start prioritizing projects. For those that are in the audience, I asked Jason to compile a list of our wants over the past year, so we prioritize where we spend that money and how we spend it, because it's almost inevitable that we are going to have to raise assessments, not this year, but possibly next year. I think we have to prove to the residents that we are spending money to the best of our ability to satisfy the entire community. I still don't want to take it off the table. That being said, I have nothing more to say.

Mr. Bosseler: I feel the same way. It's a tough issue and I feel bad for the existing homeowners, but I don't feel justified in spending \$32,000. I'm not interested in pursuing it.

Mr. Showe: I don't think a motion is required. There's no direction from the Board to move forward. We will keep all of the information that we have, and at some point, if you choose to resurrect it or bring it back, we can do that at that time.

Mr. Pawelczyk: This might not work here, because of the semantics with the Suntree owners, but maybe you can do a test area to see if the plants will survive.

Mr. Mills: At the last meeting, I mentioned doing this in phases. We can do a phase.

Mr. Pawelczyk: You don't know if the plants are going to survive or not. That's just a thought. You are not spending as much on an immediate basis.

Ms. Witcher: One Suntree owner has already removed golf course property. We saw him over there chopping it out.

Mr. Mills: I know that there's a lot of resentment because of one individual over there, but we have to make a decision based upon what the facts really and truly are and what's in the best interest of the entire community.

Ms. Witcher: I think we should table this matter.

Mr. Mills: I agree.

B. Presentation of RFP Scope for Security Services

Mr. Showe: This is a follow-up from a prior meeting. We included a draft scope that we will send out to specific vendors in order to get bids on a security project. We would like the Board to take some time and go through it, especially the scope, from Page 23 to the end of the document. Obviously, we will have District Counsel review it and we will review it to ensure

that, contractually, there are no issues. The scope of services is the heart of the entire document, laying out exactly what we expect from anyone bidding on this project and what we expect them to perform under that contract.

Mr. Darby: In the first couple of pages there are some date problems. In the third paragraph, you have “*Require bids no later than 2017.*”

Mr. Showe: This is a draft document. We will update all of that before it gets sent out. That will all be corrected. At this stage, you have a couple of meetings coming up and we have a current member that’s only under contract through the end of February. We have two things that we will need to look at with security. Again, we would like for you to take a look at it and let me know if you see anything in the scope that needs to be revised and changed before we go out for bids. Because of the current pricing, we do not believe this requires a formal bid. We can send it out to select vendors that we want to receive bids from, as opposed to putting it on paper and waiting the full 30 days. We have more flexibility on that. Once you are comfortable with the scope, we will provide it to a couple of vendors that we work with and get some pricing, but that doesn’t restrict you from throwing all of the bids out. We recently had a Board that went out for bids, but realized that they received a good price on their current contract, so they kept the contractor. The scope is the heart of the entire document. Once we go out for bids, we want to keep the scope the same so we know that we are getting an apples to apples bid. I will take any questions from the Board at this time.

Mr. Darby: Can we get this in a word document?

Mr. Showe: Absolutely.

Mr. Darby: When do you want responses by?

Mr. Showe: We want to have the entire Board look at it and provide changes, so at the April meeting, we can have a final RFP that’s ready to go. If you have a change that contradicts something that Mel might have, we can hash that out in a Board meeting in public. That’s for decision purposes.

Mr. Mills: One of the things that I’m concerned about is there is a lot of turnover. I remember a conversation that you and I had with the Management Company about using us as a training ground. I don’t think that we need to put something in this that says they cannot or will not do that. If you look at some of the guards at the front gate, especially on weekends, I’m

embarrassed as a resident of this community to see a guard standing out there the way that they look.

Mr. Showe: There is a personnel dress code. For the time being with the current vendor, if you see anything, send me an email. We can get directly with the manager and do it on weekends. Any time that we have an issue, we give it directly to them to address.

Mr. Mills: Barbara represented this community well and was always very well dressed. She may have some of her faults, but she exemplified what the guards are all about.

Mr. Showe: If you want to take some time, I will send it to you in Word and you can send me your comments. We will bring you back a full RFP document at the April meeting that you can approve and we will run the advertisement so by May or June, I can show you some quotes and hopefully get some direction later

C. Consideration of Resolution 2018-02 Amending the Swale Tree Policy

Mr. Showe: We discussed a framework for this Resolution at our last meeting. Under this Resolution, the CDD will accept ownership of any tree planted in that area, prior to June 1, 2011. We request that the BCA enforce the maintenance and regulations on those trees, so that residents can maintain the trees. We are not performing any regular maintenance on the trees in that area. Every year we will review the trees and if the tree is dangerous or poses a threat to CDD infrastructure, we can remove that upon notice to the resident. It also lays out that we are not responsible for any damage from the roots of those trees going onto private property. It takes the framework of what the Board approved at the last meeting and makes it a Resolution. This came about because we always seem to run into some ambiguity on this issue, and lays out for the Board a clear policy on how we handle the trees.

Ms. Witcher: The bottom part of this Resolution references hardwood trees on private property and 8 feet off of the District sidewalk.

Mr. Showe: As a District, we are recommending it, not enforcing, because it's on private property and that the BCA will not allow any residents to plant a hardwood tree within 8 feet of a sidewalk.

Ms. Witcher: The ones in the cul-de-sac are difficult to enforce.

Mr. Showe: We are recommending that they do it.

Mr. Darby: You refer to "*problem trees*" throughout the Resolution. That is not a defined term. I don't know what a problem tree is. Can we somehow define that term?

Mr. Pawelczyk: It is defined.

Mr. Showe: Section 2, C2 says, “*A problem tree is any tree that causes an adverse impact and potentially dangerous condition for vehicular traffic, blocking any District facilities, sidewalks, curbing, roadway, drainage and any tree roots that might cause problems with our facilities.*”

Ms. Witcher: When garbage trucks are trying to go down the street, your tree has to be able to clear that; otherwise, they have to go in the middle of the street and can't pick up your garbage.

Mr. Darby: Sandy, let me ask you a question. Let's say that you have two trees in the swale and they were removed by the CDD, do the trees in the swale count towards the number of trees that need to be on the property?

Ms. Schoonmaker: No. The County does not say what we do. Unfortunately, homeowners were told that it was part of their budget. The County planted them on the swale and people were misled. It is not their tree, so it does not count.

Mr. Darby: I might point out, Jason, that Section G provides for an appeal process, so if the owner does not agree with the CDD, as long as they take responsibility for the pavement, they can have their trees.

Mr. Showe: Correct

Mr. Pawelczyk: If you look at the Resolution, for Jerry's purposes, the new sections are 2B, “*The District accepts ownership of any trees planted and existing in the District swale prior to June 1, 2011. Any other trees shall be subject to removal as provided below.*” The other provision was the last sentence of C2, which says, “*A tree that is not regularly maintained in accordance with the Maintenance Covenant as later defined, may be designated as a Problem Tree pursuant to this section.*” Thanks to the input from the BCA, we added that to tie the two entities together when it comes to enforcement. Paragraph F is completely new, pursuant to 6.3 of the Second Amended and Restated Declarations of Covenants, as well as Paragraph H, which says that the CDD was not responsible for any damages caused by private property to District owned trees planted in the swale. That's pursuant to Florida Law. We are not responsible for roots under the sidewalk and driveways.

Mr. Mills: Since we are partnering with the BCA, I think we should provide them with a copy of this document.

On MOTION by Mr. Mills, seconded by Mr. Darby, with all in favor, Resolution 2018-02, Amending the Swale Tree Policy, was adopted.

D, Consideration of Agreements

i. Amendment to Facility Use Agreement (Swimming Pool)

Mr. Showe: I have a couple of contract items. The first is an amendment to the Facility Use Agreement. In the middle of December, we were contacted by the water aerobics vendor to add on a new instructor that she has been using from time-to-time and to change the hours to better reflect temperatures and lighting. Pursuant to the agreement, I approved that change, but we have to bring that contract back to the Board at the next available meeting.

Ms. Witcher: Does she need to do this during the day?

Mr. Showe: We gave them our window of use. She is comfortable with the windows used for now.

Ms. Witcher: Is it just adding a time?

Mr. Showe: It's adding a person. They changed the original time of 10:00 a.m. to 11:00 a.m., to 9:00 a.m. to 10:00 p.m.

Mr. Bosseler: They are actually running two programs; one in the morning and one in the afternoon.

Mr. Showe: I think they had the ability before, but the instructor can only do one class. I know it's a popular program out here. Every time I am out here, that pool is full. I definitely did not want to slow them down, so I already approved it. This is just an amendment. If the Board is amenable to approving that, they can move forward.

On MOTION by Mr. Bosseler, seconded by Ms. Witcher, with all in favor, the Amendment to the Facility Use Agreement for the swimming pool, was approved.

ii. Amendment and Extension to Security Services Agreement

Mr. Showe: The next item is the second part of the security discussion, which is an amendment to extend the security contract. We left the date blank. Based on the timing of your meetings, I recommend making it the end of June. That way, you can look at the RFP at the

April meeting, and by the May meeting, hopefully we can have some bids. That still gives you some flexibility in terms of the 30-day notice for termination and getting a new contractor lined up, and gives them time to get staff queued up. If you are comfortable with that, we can have June 30, 2018 as the end contract date, or if there's some other date that you want to discuss, we are comfortable with that as well.

Mr. Bosseler: That's fine.

Mr. Darby: I think that works.

On MOTION by Mr. Darby, seconded by Mr. Bosseler, with all in favor, the Amendment and Extension to the Security Services Agreement, was approved.

iii. Janitorial/Cleaning Services Agreement

Mr. Showe: The final agreement is the Service Agreement for janitorial cleaning services. Over Christmas break, we were unfortunately notified that our janitor passed away. They performed services at the pool since we have been here, which is over 10 years. We reached out to Coverall. They perform services for us in a district not far from here and do a decent job. We asked them to start filling that need now, which they have. This original price that we were paying before was \$350 a month. Currently, Coverall is charging \$289 for three days a week service. They will clean the restrooms at the pool, take out the trash and clean the tennis court. It is mainly a procedural function.

Mr. Darby: We should probably have waste receptacles at the pavilion and include the pavilion in this contract.

Mr. Showe: We can add it on as an amendment to the contract.

Mr. Darby: Secondly, the contractor has 4444 International, Inc. as their name, but the agreement is with Coverall.

Mr. Showe: That is their corporate name.

Mr. Pawelczyk: The legal name is 4444 International. So that you understand, Jerry, when Jason sends me a proposal and I have to prepare the agreement, the first thing that I do is to go to Sunbiz and search for Coverall, but there is no Coverall. Then we have to look through a factious search or I call Jason and tell him to call the contractor to find out who this is and we make sure that the addresses match. That's the correct name.

Mr. Darby: Thank you.

Mr. Showe: It's not unusual. We have it in every one of our districts. They operate under a certain name, but their actual corporate name is something else. Even our Security Company is that way.

Mr. Pawelczyk: I think Coverall might have existed at one time and then they were bought out. Now they are part of a larger corporation.

Mr. Showe: So far, they seem to be doing a good job with the contract, as it is, and obviously there is a termination, so if they stop performing, we have 30 days to switch out contractors.

Mr. Bosseler: I think we need to develop a scope of work, because if we go into the pavilion, we can add on to the scope.

Mr. Showe: As your responsibilities are laid out, we can definitely work with you on developing an expanded scope. We used them in another District and said "What if we want to do five days a week instead of three?" and they will give you a price. We have a lot of options with that. As soon as those facilities come online, we can look at all of that, especially if they are cheaper.

Mr. Bosseler: Did you talk to them about straightening up the chairs?

Mr. Showe: We will see if they will do that. That is not something that they are doing now. We try to handle that when we are out here onsite. We will try to re-arrange our time. Before, we were doing it around 9:00 a.m.

Mr. Bosseler: You shouldn't have to do it. If we have a company that is cleaning three days a week, they should be able to straighten chairs every week. The old gentleman used to do it all the time.

Mr. Showe: We will check with them.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the Janitorial/Cleaning Services Agreement with 4444 International, Inc. (Coverall), was approved.

E. Discussion of Rear Gate Sign

Mr. Showe: We included in your agenda, the email from Mr. Tucker, who is here, as well. We will open it up for Board discussion on how you want to do it.

Mr. Darby: Can we hear from Mr. Tucker?

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

Mr. Tucker: I would like to say good afternoon to the CDD Board Members, agents, representatives of the CDD and distinguished guests. I am Wayne Tucker and lived in Baytree for 15 years. This item is of some importance, because I have been able, over the years, to feel the pulse of our community. I love Baytree. I wouldn't have done this if I didn't care. My experience and your experience have helped me understand where we have been and where we are going. Secondly, after 35 years as a Human Resource Director for a large School District, I took a position full-time working in zoning, planning and building as a Land Division Administrator for the State of Michigan. I am very familiar with signs, whether residential, commercial, a Planning Unit Development (PUD), temporary or reader board signs. No matter what kind of sign it was, I issued the permit. I worked with vendors in the State of Michigan and Ohio and other vendors throughout the United States. I worked on the planning process when a PUD was developed for signage or any type of commercial signage placed on pavement or private property. I am deeply concerned over the sign that the CDD Board authorized to be painted on a public road. As far as I know, Baytree Drive is a public road, but I am not here to dwell on that. I would like to thank Jason for expediently placing me on the agenda, after I emailed my petition and appeal to re-install a sign that was knocked down, to the Board on January 19, 2018. It has been a pleasure working with him. We haven't agreed on some things, but we agreed on many. Secondly, I would like to thank Jason for providing supplemental material for the Board tonight; the one page communication regarding my petition and appeal and three pictures with narrations regarding my appeal. Today, I would like to cover some things with you. I'm not here to point fingers or say negative things. First of all, I would like to highlight some of the information related to the sign at the back gate that was knocked down that says, "*Baytree Residents Only – Visitors & Vendors Use Wickham Road Entrance.*" Secondly, I would like to discuss the position of the Board and the District Manager on why we don't need this sign. I'm anxious to hear more on that. Third, I would like to offer the Board a reasonable, practical, inexpensive and effective remedy for this continuing problem. What's constantly running through my mind, as I prepared my petition, was the 1970 message from an astronaut aboard Apollo 13 to Houston, "Houston We Have a Problem." Ladies and gentlemen, we have tremendous problem here in Baytree with the back gate. This has been an ongoing problem for many years. I've gone through every available agenda and official minutes of the CDD and the money spent on the back gate. Ms. Hernandez was involved with the transponders. Several

times she cited that there would be people back there. This is not a new problem. What I hope to share with you tonight is that we can tackle this problem together. We have 461 residents here in Baytree, and, in my opinion, no resident or family of the resident should have to wait one second for delays at the rear gate, not one second. This situation at the back gate was addressed on April 3, 2016. In their official minutes of August 3, 2016, Mr. Showe said, *“The signage at the rear gate was approved by the Board and Brian has worked over there for the last two months. There is now a sign at the back gate that says ‘Residents Only’. We have an additional sign and we will use that as the first step to see if it helps. If we need more, we will put more down, but it was only \$200 to do the striping, so hopefully it will be a nice addition and help.”* Ms. Witcher said *“I like that it comes back to the intersection of Suntree where the resident area is so that they know to turn around before they get all the way up there.”* This is not a new problem and its festered. In talking to many of our residents, vendors and visitors at the gates, past and present, I found out a lot of interesting things. First of all, this sign was knocked down during Hurricane Irma on September 10 or 11, whether from debris flying or an automobile running it down. For five months, the sign has been down. I had several communications with the District Manager. I sent an email out on September 26, 2017, another one on December 26, 2017 and the final one on January 16, 2018. This is how we got here today with my petition and appeal. An email on December 26, from the District Manager said, *“Based on initial review, we would likely recommend not replacing that particular sign, because we have a sign on the gate, and earlier up the road, the street is marked residents only. Based on our experience, the signage has a limited effectiveness; however, based on the request, I will get with the Board Member in charge of roads and see what their recommendation might be.”* As I said, Jason has always been very responsive and quick in getting back to me. On January 16, I received an email saying, *“Duane, I got with the Board Member, Carolyn Witcher, immediately after your email. It was her recommendation that we not replace the sign that was knocked down at this time.”* I understand that Jason and the Board have to work together. That gives you some of the background information. The problem we have been facing is not a new problem. It is with the Global Positioning Systems (GPS), which in the past and present directed everyone to the back gate. If you are a visitor, guest or vendor, it takes you to the back gate. We tried to get the GPS changed to where it doesn't take people to the back gate, as it creates confusion and frustration for our visitors and residents by all of these driving and safety issues. Now I would like to talk

about the painted sign on Baytree Drive, which is a public road, two-tenths of a mile from the manned guard gate. You mentioned earlier that it's at the intersection of Cypress Trace Drive. It was approved around July or August of 2016. This pavement sign is easily missed and it's only a warning. The sign's message, "*Residents Only*" is ambiguous, not a directive, unclear and confusing. To most individuals, "*Residents Only*" conveys no clear warning and not a re-direction. In talking to many residents, they didn't even say that they knew the sign was there. My friend in Turnberry, who walks their dog every day for years, couldn't believe that I said there's a sign there. Many people have overlooked the sign. Some people may see it, but in my opinion, many people overlook it. The rear gate sign is not in good taste. It has three inch letters. If the rear sign had eight or ten inch letters, the aesthetic beauty of that gate coming in would be reduced. It makes sense to have the sign, "*Resident's Only Gate – No Tailgating.*" It is a good sign, but if you have two or three cars coming to the gate, you cannot see the sign, once the gate is open. Also, once the bar comes down after everybody leaves, there is a relay before it resets, approximately 13 to 16 seconds, before that arm comes down. I took a picture, 135 feet from the sign, with a camera, just in front of the monument sign. As you can see in that picture, you cannot even read the sign. You need to be so close and almost on top of it. Once you are that close, you are landlocked. If there are cars behind you, it causes confusion and a safety problem. I ask that the CDD Board provide a clear, definitive, re-direction, a message and common courtesy for our vendors and our golfers, other than the reader board sign that was just recently installed. Far too often, people get too close trying to get in the rear gate. They try to sneak in, because they are frustrated, and damage the bar or gate. We have to look at this in a different way. The next issue that I want to talk about is the reader board sign. This is a wonderful sign, when it's used properly for spontaneous periodic messages of meetings and events. This sign was not meant to be a permanent sign. I am surprised, because they are trying to re-direct people to the front gate, but the "*Resident Gate – Only Use Wickham Road*" sign is not clear. It's confusing.

Mr. Showe: When we put that sign up, we were limited on room, because the BCA was advertising another event, so we have to try to be frugal with the space.

Mr. Tucker: I concur 100%. That sign cost \$4,000 and half was paid by the BCA and the CDD. It's great to have messages there, but the "*Resident Gate – Only Use Wickham Road*" sign is unclear. That's just my opinion. An interesting thing happened today. At 9:30 a.m., I

was coming back from Publix and noticed a double axel pickup truck attached to a double axel trailer with a vehicle on it that was used to lay stone within the neighborhood. I went up to the driver after I saw that they were completely blocked. It was a young man who was courteous, but very nervous. He asked how to get in. I asked him if he noticed the “*Residents Only*” sign. He said no. I asked if he noticed what it said on the gate. He didn’t know what it meant. A couple of neighbors came up and took pictures and I took pictures. I had to get in back of the gentleman to pull him out. Luckily, in back of me there was a large van. The driver asked how to get into Baytree. I would like to discuss a solution. I have several non-sense practical things that I can share with the Board and our audience on how to approach this. First of all, you all heard the proverb “*It takes an entire village to raise a child.*” Ladies and gentlemen, it takes the entire Baytree community, all 461 homes and new residents, agents of the CDD and BCA to work together on communication. Without communication, we are sunk. I don’t think we’ve had good communication. I’m not meaning that in a negative way, but I think we can really improve on communication and adjust some things. All of us, not only the CDD Board, BCA, but everyone needs to do their share. We have a wonderful instrument, which is the Baytree newsletter. I have never seen an article about people disregarding their GPS system and going to the front gate. I tell people to disregard their GPS to go to the Baytree entrance, which is right next to the Space Coast Credit Union. I would like to see periodic articles addressing this to get the message out. Everyone in Baytree, all 461 homes, has to constantly get the message out. I went to the CDD and BCAs website and didn’t see anything about this issue. This is a problem that we have to address through communication. There should be articles about it. If I go to visit someone in Tampa, the first thing that I do is to go to the website. If there’s a situation, it should be on there, so our guests, vendors and visits can see it. I suggest that you start with some kind of communication on the CDD and BCA webpages. We also have another instrument that we are not using properly. Mrs. Mariani provided tremendous information and people read this. There should be an article in there, getting the message out. Don’t disregard the GPS system. You can only get in as a visitor, golfer or guest off of Wickham Road, right next to the Space Coast Credit Union. Golfers get directions from the Baytree golf course website and there is a note that says, “*GPS may direct you to the Baytree gate entrance, which is a resident’s only gate.*” They try. I give them a lot of credit. My neighbor walks every morning and every time he goes by the back gate, there are golfers sitting there on their phones with a lot of anxiety,

because they have tee times. We have to work with the golf course to share the problem that we are having, because it's affecting their business. We want a positive experience for all of our golfers and guests, even though it has been suffering. The next thing that I found is a pass into Baytree. When my son comes down from North Carolina, he is going to be here for two weeks. The first thing that I do, as a resident of Baytree, is to call and ask the guards to let my son in. I put them on notice that he's going to be here for a couple of weeks. The old procedure was that you get a pass. These poor folks that are working the gate, are very cordial. You have to give them the tools.

Mr. Showe: That is all under their contract.

Mr. Tucker: I'm just wondering if this is a good representation of Baytree?

Mr. Showe: We will correct that.

Mr. Tucker: I just sat down on the computer for 15 minutes, pulling some images of Baytree. What we need to do is to create something like this to give to people when they come in, because this is going to give a message. Let me tell you about the message I put on there. It says *"Welcome to Baytree. Entrance to Baytree is only permitted through the front Baytree guardhouse on the corner of Baytree Drive and Wickham Road, next to Space Coast Credit Union. Please disregard your GPS. The speed limit is 25 mph in Baytree. Please display your pass on your vehicle window and stop at the guard gate for admittance. Have a fantastic and pleasant stay."* We need to refine that, because this represents every one of us in here. We are missing the boat. If we have guests from out of town and they click on the GPS system, it's going to take them to the back gate. It's something that we need to look at. I don't know the status of the *"Baytree Residents Only – Visitors & Vendors Use Wickham Road Entrance"* sign, but I want to propose a couple of signs for your consideration. This is something that I put together. First, I want a 36x24 sign that has reflective material, so at night or any time of day, if someone comes in here, that sign stands out. I'm not a sign expert. It would go in the same spot as the old sign on Baytree property saying, *"Please Use the Baytree Drive/Wickham Road Entrance."* As you come out onto Interlachen Road, the first sign that you are going to see is this one, in the same location as the other one. The second sign that I recommend is a directional sign that would go 270 feet from the gate, in the same location. If you don't like the sign, use something else. It would have an international symbol for visitors, vendors and golfers and sit

on a single pole, about 15 feet in front of the monument sign. You can come up with another sign. These are just suggestions, but we need a directional sign there. Do we have the old sign?

Mr. Showe: The old sign was not in any condition to be a good representative of the community. That is why we didn't put that particular sign back up. It wasn't in good shape. We don't like to put things up that are in bad shape.

Mr. Tucker: That makes a lot of sense. Thank you. We have a guardhouse that somebody recently, could not get in. They pounded on the door of the guardhouse and finally someone came and said, "*You have to go over to the front entrance.*" When the person arrived there, he said to the guard "*You have the laziest guard. I pounded on the door and he wouldn't open the gate.*" You might have to put up a sign saying that it is an unmanned guardhouse. In conclusion, the Baytree CDD and its Management Company should do everything possible to prevent the confusion and obstruction at our back entrance. This is simply a common sense and no brainer issue of maintaining smoother traffic, access and flow for all residents, golfers and vendors. Again, this is my opinion. We pay a lot of money to the CDD and the BCA. No resident of Baytree should have to wait one second to get to their home, due to people that are not supposed to be at that gate. Thank you for your time and consideration.

Mr. Showe: Thank you Mr. Tucker. That passion is great. I can tell you from our perspective that I'm typically not a fan of putting signs up, especially at the back gate. There are a lot of signs already, even without that one. That is why we coordinate it with the Board, but that type of passion and energy is exactly what the community needs. We appreciate all of the input that we get from residents. With that, we will turn it back over to the Board for discussion.

Mr. Mills: Mr. Tucker, I want to thank you for the energies that you put into this presentation. It didn't take you an hour, but it probably took you a couple of days to put together. Since receiving your emails, I did some exploring on my own. I went over to communities in Viera that were gated. The difference between those communities and us is that they are totally private. We are not private. The number of signs was probably three; one saying that it was a deed restricted community and two saying that it was a golf course community. I was on the Board eight years ago, when there was conversation on how to direct people in the rear and not get them in a situation just like you just stated. This Board discussed that many, many times as you have discussed, going back to 2008. It's nothing new that this Board hasn't argued about or discussed. My concern is that I don't want our community to look like a trailer

park. The more signs we have are going to distract from the beauty of our community. I agree with you that we apparently have not done a good job recognizing the fact of telling our visitors where to go. I personally like the directional sign because it gives direction and focus. If the Board considers that sign, I would like to ask you a question.

Mr. Showe: Sure.

Mr. Mills: How far back do we own that we can put a sign where we currently have “*Residents Only*” stamped on the highway?

Mr. Showe: Where it says “*Residents Only*” on the highway, is the start of our roadway.

Mr. Mills: So in essence, we could put a sign like that?

Mr. Showe: We could. It’s up to you. I’m in favor of one sign.

Mr. Scheerer: Do you want it bigger than 24x36?

Mr. Mills: No.

Ms. Witcher: Is that important?

Mr. Mills: No.

Ms. Witcher: I like the reflecting material, but I don’t like the size.

Mr. Mills: Would you object if we cut that down to 20x30?

Mr. Scheerer: If you give me the size, we will get a panel.

Mr. Darby: I think you can put as many signs as you want all the way down that road. It’s the presence of the guardhouse that people see. If that guardhouse wasn’t there and you see a “*Residents Only*” sign, I think people would be more inclined to turn around.

Mr. Scheerer: I don’t want to prolong this discussion, but we have a situation in Osceola County where the sign at the entrance to that community is probably triple that size, for the very same reason, which is that there is no guardhouse. It is a resident only gate but GPS takes people to that same location.

Mr. Darby: I understand that, but even when people see the sign and comprehend what they are seeing, the fact that there’s a guardhouse there, implies that I can’t just go breezing through. I have to stop at the guardhouse.

Mr. Mills: But if we put that far enough back that they don’t see the guardhouse, it might prevent it.

Mr. Darby: How far back can we go? Can we go back all the way to Interlachen?

Mr. Showe: If you look at the road, you'll see where it is paved and where it transitions. Anything from the Baytree side, where it says "*Residents Only*" in the ground, towards Baytree, is our road.

Mr. Darby: You could ask either Suntree or the County for permission to put a sign back there.

Mr. Showe: We could. If you come in off of Interlachen, there's already a sign that says, "*No Parking in Accordance with Suntree.*" There are several signs right at that corner.

Ms. Witcher: Moms pick up their kids there and turn in the grass.

Mr. Showe: I think it might get muddy there.

A Resident: How many languages are you going to put on the sign?

Mr. Showe: At this stage, we will do whatever the Board would like us to do. Alan has a price for a similar kind of decorative style sign.

Mr. Scheerer: It was for a 24x36 sign.

Mr. Showe: I think it was \$250.

Mr. Scheerer: For a non-reflective sign.

Mr. Darby: So it's probably \$500 for a sign.

Mr. Showe: For a 24x36.

Mr. Scheerer: I'm sure that we can do the installation and the post. GMS will cover the cost.

Mr. Mills: I want to applaud you for the respect that you have for the CDD. Some of the emails that I received are very nasty and your email was very well done and I appreciate it.

Mr. Tucker: The intent was to bring in a sensible approach for you to consider.

Mr. Mills: I appreciate that.

Ms. Witcher: The tailgating coming through is a different problem. We put the pole up there to stop them. When I go through the gate, I sit there until the pole comes down and if someone is tailgating me, I wait until the pole comes down and then I proceed.

Mr. Showe: We also have double speed humps. Alan will concur that we have done everything humanly possible for the Districts that we manage. There's no way that we can prevent tailgating. That's just the reality of the situation.

Mr. Mills: We even spent \$10,000 for cameras to get license tags to catch perpetrators breaking the bar, so they can be sent a bill. We have been reimbursed for every broken pole.

Mr. Pawelczyk: As a person who doesn't live in the area, I'm thinking about what everybody is saying. If you are going to use that large sign, shouldn't there be something that tells someone who approaches a gate that it's a resident only gate? This happens numerous times. Shouldn't the sign say, "*Take Interlachen north, turn left on Wickham Road and left on Baytree Drive to get into the front entrance?*" I don't even know if that's necessary, because people are not going to drive around the community to get in. Instead they are going to sit there in their truck and not do anything.

Ms. Witcher: They are lazy. They don't want to call somebody or do something.

Mr. Mills: We talked about all of these signs so someone could understand them. What don't you understand about "*Residents Only?*"

Mr. Pawelczyk: I understand it.

Mr. Showe: Reunion has a 4x6 sign.

Mr. Mills: I like that.

Mr. Miller: I was in charge of security back there. I don't know about everybody else, but if I make a U-turn, it will re-direct me and tell me how to get in.

Ms. Witcher: Sometimes that works, but it doesn't say re-direct anymore.

Mr. Darby: If your GPS said "*In 1000 feet, turn left on Old Tramway,*" I wouldn't go, because I think that both guard gates are beyond that.

Ms. Witcher: That's how people end up in the desert and in lakes.

Mr. Pawelczyk: Someone in my family relies too much on GPS because they can't read a map. If the GPS tells me to turn left, I can go up to the next street and turn left and make another left.

Ms. Witcher: Everyone is different.

Mr. Mills: Let's bring this matter to closure.

Mr. Showe: Does the Board want to appoint someone and we can work on language that might fit the middle ground?

Mr. Pawelczyk: That's a good idea.

Mr. Mills: Mr. Darby is in charge of security.

Mr. Showe: If I'm hearing correctly, the Board's direction would be to replace the sign and work with Mr. Darby on the language and placement of the sign.

Mr. Mills: I hate to see red. It should be a color that attracts attention and say, “*No Entrance*,” whether its black bold letters on white or cream color. I like that.

Mr. Showe: We can work with Mr. Darby and once we get a full quote, I can send it out to the Board. If you have any questions or comments, at that point, we can adjust it and identify a location. If anyone is opposed, we can stop the process and bring it back. I think we can come up with something that is reasonable.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items/Potential CIP Projects

Mr. Showe: We handed out a revised form. I added some additional notes to hopefully guide the process. As far as the Action Items List, the benches at Balmoral Park were installed today.

Mr. Darby: Residents are very happy.

Mr. Showe: Regarding the Capital Improvement Program (CIP) project list, you will see a column with a source of the funding. The first item that Mr. Bosseler proposed was the sunshade from the pool. We put an approximate price of \$20,000, without having a specific quote. I will move the Suntree project to the bottom of the list and we will mark it on hold for now or wait until there's further direction. Tennis court resurfacing is a project that we have slated for your 2019 budget. This is where we take the surface off and do a light surface treatment. You may not have to do it next year, but at some point, that's going to be a big apple that we are going to have to take a bite out of. In talking to Alan, we may want to add new fencing for that tennis area, because the fencing and benches are showing a lot of wear. I think if you are going to spend the money on the surface, we would like to highlight that facility.

Mr. Mills: Was the light installed yet?

Mr. Showe: They were ordered, but there was no way for them to get in there with the equipment needed to replace the lights, now that the water receded to a level that they are able to get their equipment in there. We approved that several weeks ago, so it's a matter of them installing the lights and getting that ordered. It's been approved and it's in progress. The tennis court may come in at \$100,000 for everything, and between now and your next meeting, we will work on refining those quotes tighter. For the pool back gate, we talked about budgeting \$10,000, so we can leave that on the list.

Mr. Darby: Jason, what's the monthly charge?

Mr. Showe: That service is going require them to connect to an Internet to make those two systems function together.

Mr. Darby: So it includes the monthly fee?

Mr. Showe: No. The \$10,000 is the install fee to make that gate work. Obviously, you would get a lot more requests for keys, so we have been giving out pool keys at no charge to residents. That doesn't mean you have to do that forever, but for now we are. You need some Internet there as well.

Ms. Witcher: After you get your first one for free, you have to pay for another one after you lose it.

Mr. Showe: We don't get a lot of requests for pool keys. I think most residents already have them. Now that we completed landscape projects, Alan is looking at the front and rear entrances, right outside the guardhouses and medians. We are waiting on a scope for that, but I targeted those items. Sidewalks and tree trimming were already included annually in your budget, so we will just keep doing that. I think that is probably the best practice. We put aside \$40,000 for the recreation area parking. We will work with the engineer and try to refine that price, as we move forward. You had a question about the Florida, Power and Light (FP&L) streetlights. Was there a specific improvement that you wanted to see?

Mr. Mills: I would like for us to take an inventory of the lights that we are leasing from FP&L. Lights fell down at the back gate that were not put back up. If we are paying for those, I think you should stop the lease payment.

Mr. Showe: The one that you are referring to is not on our lease. The one outside of the rear gate is the one that Mel was talking about.

Mr. Mills: There are actually two.

Mr. Showe: Those are not on our lease. We reported them when they went down. I spoke to Mel about issues at the rear gate with those poles. Every time that there is caution tape or tape around that, that is from Alan and I identifying that. Once we do that, it is reported to FP&L. In some cases, there are three or four wrapped tape on those poles. I sent an email to every name that I could find on the FP&L officer website, and within a couple of hours, I received a reply. Apparently, they resolved all of the issues at the rear gate with those lights. Everything in Baytree should be up and running, but if you see any lights out, definitely give those to me and we will work to resolve it as quickly as we can.

Mr. Mills: Mike, with lights that we are leasing from FP&L, if they don't fix them, can we withhold payment?

Mr. Pawelczyk: Probably not because it's a lease. We would have to see what the Street Light Agreement says.

Mr. Mills: This community is dark and when we have one or two lights go out, it is really dark. FP&L has not been doing their job.

Mr. Pawelczyk: I wish I could say that I never heard this before.

Mr. Mills: Do we have a copy of the lease?

Mr. Showe: Yes.

Mr. Mills: Can you look at it and give us some guidance?

Mr. Pawelczyk: I can look at it and Jason can look at it. It's probably three pages long.

Mr. Showe: We reported it, but for some reason, those did not get repaired.

Ms. Witcher: They didn't know they were ours.

Mr. Showe: They knew they were ours and someone came out. There were apparently underground issues. The guy that came out can't fix underground issues, so it was handed off to someone else.

Mr. Mills: The one on Linford Court was broken by the hurricane. They put it back up, but it never worked.

Mr. Showe: We reported it at least once after the hurricane and once after we did a night review, which we perform once a month, where we drive through the community and report broken lights. In the meantime, if you notice one, send me an email and we will report them. For lake bank restoration, we budgeted \$15,000 annually and \$10,000 annually for drainage improvements. I think we will keep those.

Mr. Mills: Some time ago, I asked about looking at the arms in the front with LEDs showing red, when they are down and green when they go up. I heard constant complaints about the pull noodles on the front gate. Is there any way that we can get rid of them?

Mr. Showe: Absolutely.

Mr. Scheerer: We can have a standard gate arm. That's a different device, so I have to check with our company. It's a rapid arm device that goes up and down quickly. We can look at that and see what we need to do to change them.

Mr. Mills: Can you get a price on the LED arms?

Mr. Scheerer: Sure. Where did you see the changing color ones? I talked to ACT who maintains our gates.

Mr. Mills: Cloisters and Heritage Isles have them.

Mr. Showe: A resident told us that he sells this product and I can get more information from him. It would likely require a new operator. The ones that they have are two piece arms that come up like an "L."

Mr. Mills: No. It's a solid bar.

Mr. Scheerer: I've seen them in red only and when they go up, you don't see them anymore.

Mr. Mills: The one at the Cloisters is red when the gate arm is down and green when the gate arm goes up. It is bright. That would work really nice at the rear gate.

Mr. Showe: We will get some prices. For next year's budget, we are going to be coming back with a proposed budget in April. We will also have a budget workshop in April. My thought was that we would just include a lot of these projects as part of your CIP. We will adjust the budget to whatever is required in terms of assessments, and then the Board can adjust it from there. I figure if I show you the worst case, you can make a decision on what assessment you are comfortable with.

Mr. Mills: I want to add one more item. The Christmas decorations were hokey. They put a \$5 wreath on a \$5,000 monument and did not have any bows. Trailer parks looked better than we did at Christmas. Let's get real and make it look nice. I received many comments on that. Does it cost us \$12,000 a year?

Mr. Showe: I think it was \$3,800 this year for the entire project. You entered into a three-year lease. Maybe when we get closer to Christmas, or even as we go into the budget season, we can have them come out there and you can tell him what you want. If we need to make an amendment to that contract, we can do so.

Mr. Pawelczyk: I set that contract up. You can change it, as long as we change it by August. I can't remember the exact date.

Mr. Showe: I will look at it.

Mr. Pawelczyk: You would want to make that decision over the summer.

Mr. Mills: We should have wreaths at the Clubhouse like we used to have.

Mr. Wilkerson: Would the CDD like to hand this off to the BCA?

Mr. Mills: Wayne, I would love for the BCA to do that. A group of us used to get together, the Saturday after Thanksgiving, to drive around the entire community.

Mr. Wilkerson: You may want to hand that over the BCA. I don't know if residents would do it, but they might, if everyone complains.

Mr. Mills: I think it's a great idea. Why don't you ask them and bring it back to us?

Mr. Wilkerson: We talked about having someone else do the decorations.

Mr. Mills: You have to buy the lights first and then you pay for them to store them and put them up.

Mr. Pawelczyk: It depends. I had one community who spent \$90,000.

Ms. Witcher: They probably look better.

Mr. Pawelczyk: It's absolutely beautiful. Another community reduced their budget to \$65,000. That one is beautiful too. I had other communities that cut their budget down to try to hit key areas. I will tell you that \$3,800 is peanuts.

Mr. Wilkerson: It looks like it too.

Mr. Mills: It does.

Mr. Pawelczyk: The problem is you hire these companies to come in and make sure that the lights stay on. That's the key. You could do it yourself, but what if a strand goes out? Can Mel go out and fix it? Maybe, but maybe not. That's why they are expensive. I think you should set a budget and try to get as much as you can for that budget.

Mr. Wilkerson: Everybody complains about it, so let's take it back to the BCA and ask them if they can do a better job.

Mr. Showe: We have time. That's a good conversation to have now before the end of the budget process.

Mr. Mills: I remember that we strung lights across the rear gate and put nice wreaths all over the gate.

Ms. Witcher: You are talking about two different things. You are talking about volunteers and hiring a company to do it.

Mr. Wilkerson: I am talking about hiring a company to install them.

Mr. Darby: Just to be clear, your contract also includes tree decorations, as well as the wreaths and lighting.

Mr. Showe: The challenge we always had is that volunteers cannot wrap 20-foot-tall palm trees. That's why it's so expensive, because they have to come in and do that.

Mr. Darby: I was asking if the \$3,800 includes everything; the wreaths, decorating the monuments, the palm trees, etc.

Ms. Witcher: It is our decorations that they are putting up.

Mr. Showe: Correct. I think we lease them.

Mr. Deary: We need to authorize you to go back to the BCA and ask the Board Members.

Mr. Pawelczyk: I think you can authorize it.

Mr. Mills: I would say speak to the BCA and come back to us and let us know what they say. Let's keep it on our project list.

Ms. Witcher: I would like to go back to number 11, lake bank restoration. We talked about having a schedule like we had with the roadway paving, so it's not just temporary fixes. Have you looked into that?

Mr. Scheerer: We haven't.

Mr. Showe: I targeted the \$15,000, because that's what the Board set aside annually to complete that project. Some years you spent a little more and some years you didn't spend any money. We just keep that in there as part of your budget.

Mr. Darby: How many lakes do we get for \$15,000?

Mr. Ossa: It will take care of about 290 linear feet.

Mr. Showe: Some years we have done four or five different lake spots and some years it was only one. It depends on how bad the situation is.

Mr. Darby: Is there a long-range plan?

Ms. Witcher: That is what we are setting up. It wasn't set up before it.

Mr. Darby: Great.

Mr. Showe: Procedure-wise we would look at starting the budget process at the next meeting. I will include all of these for how and we will have to fund it at whatever level was needed to fund it. Then the Board can look at all of that and say, "*That assessment is too high*" and try to lower it or not. That would be up to the Board. We will also have the budget workshop in April. You won't have to adopt your proposed budget until May. We will still have time to work through all of these.

Mr. Mills: Can you give us numbers on all of this?

Mr. Showe: I think we will need a scope from you on the front and rear entrance, as far as how much you want and we can work with Dave on that. The remaining items are good.

Mr. Mills: You don't have the pull noodles and LED gates.

Mr. Showe: We will get those.

Mr. Scheerer: I already sent emails out to vendors and found the gate arms online.

Mr. Mills: What if we help contribute towards the Christmas decorations?

Mr. Showe: You have a budget already in there. Would we pay part of the contract and they would pay the other part?

Mr. Pawelczyk: You can assign the current contract or cancel it, if they want to hire someone else. This is something that you are going to have to act on, or at least think about acting on in April, at the latest. We will pull the contract and make sure. We will include a contract in the next agenda package.

Mr. Mills: How's that Wayne?

Mr. Wilkerson: I didn't hear what you just said.

Mr. Pawelczyk: We will give you the contract that we currently have in the next agenda package, because if the BCA is going to take it over, we are going to have to terminate it. Right now, the Board is saying "*We budgeted \$3,800 and there is a possibility that we would contribute that towards the BCA decorating the District facilities.*"

Mr. Mills: It would be a partnership.

Ms. Witcher: That way you can manage the program, but we don't have to manage it.

Mr. Mills: I really enjoy these partnerships, since Wayne has been Chair of the BCA, because they have really reached out. As a CDD Board Member, it's refreshing.

Mr. Wilkerson: We have a great union.

Mr. Showe: If there are any other projects that you want to add in advance of that budget hearing, just let me know. Regarding the RFP, I think the best practice is just to add everything as possible and you can lean it down from there. That way you can see what the total impact is.

Ms. Witcher: I would like to look at the wells too, because we had one collapse.

Mr. Showe: In terms of practicality, we wouldn't want to budget, just enough to do these. You want to put in some extra money for unexpected costs.

Ms. Witcher: We need to start looking at them.

Mr. Showe: We can have our landscaper price the new wells, even if it's not something that you budget for next year, because it's going to happen at some point. We can add that. As you look at that list over the next couple of weeks, send me an email if there's something else that you want to include and we will include it and get some pricing for you. Is there any other discussion? Hearing none,

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything to report that we haven't already discussed, unless there are any questions.

ii. Engineer

1. Consideration of Lake Bank Restoration Proposals

Mr. Ossa: We briefly spoke about developing a maintenance program for all of the District lakes. I will be providing that at the next meeting. I should've had it now and I apologize for that. I touched base with the restoration company that completed the work for the last couple of years in the community. I have been trying to get in touch with them, but they are in Palm Beach. I have been trying to get a site visit of the lakes that we identified for this year, to see if they agree with what we saw. Last year, the community paid about \$38 per linear foot for the restoration. The budget for this year is \$15,000, which equates to \$39 linear feet. Our assessment would've required a little more than that, so we will go back and see if there are any areas that we can push to next year, in order to make it fit with that budget. American Restoration does good work and they are familiar with the community.

Mr. Showe: We may want to see if there are any cost savings if we wait until October or November when the District has additional an year's worth of the project, at one time. Their price is cheaper the more they do.

Mr. Ossa: They are scheduled to be in the Viera area in September.

Mr. Mills: Will you prioritize the lakes?

Mr. Ossa: Yes. I will have a formal proposal for the next meeting.

Ms. Witcher: Maybe we can complete it before the end of the year, if he has time, while he is here.

Ms. Schoonmaker: I think our lake is Lake #1. A couple of years they came in and filled a sandbag with black material. That black material is now floating loosely along the bank shore.

Mr. Ossa: That's a geo sock.

Mr. Showe: We can look at the contract and the warranties that were included.

Mr. Ossa: It shouldn't do that. It's filled with the same material as the embankment.

Ms. Witcher: We had a lot of rain and a hurricane.

Ms. Schoonmaker: I just want someone to check it.

Ms. Witcher: When we do that contract, we need to check for hurricane deductibles.

Mr. Mills: They won't cover acts of God.

Mr. Pawelczyk: If a hurricane causes damage to your stormwater management system, you could submit a FEMA claim for that damage.

Mr. Bosseler: Good to know.

Mr. Pawelczyk: I'm not saying that you would get reimbursement.

Ms. Witcher: We can ask and all they can do is tell us no.

Mr. Scheerer: It's not enough to exceed the deductible for insurance, which is the requirement.

Mr. Showe: In order to apply for FEMA, you have to go through your insurance. At minimum, you have to have enough damage to at least meet your minimum deductible.

Mr. Pawelczyk: Your Management Company has branches all over the State. Miami was particularly hit hard and GMS had a system set up, if something were to happen, in terms of processing a claim and working with FEMA.

Ms. Witcher: That is good to know.

Mr. Pawelczyk: You are in good hands with that group. They have hands on experience.

Mr. Ossa: I will look into the parking requirements for the pavilion with the County, and see if the County looks at the parking pavement project as a pavilion or the pool, pavilion and tennis courts as a whole, as that will increase the required parking spaces.

Mr. Mills: The more we open that, the more into the can of worms it's going to get.

Mr. Ossa: I will very gently ask.

Mr. Showe: Don't tell them where it is.

Mr. Mills: Exactly. Right now, there is not a pavilion and maybe there won't be. It would be just a pool and the tennis courts and the parking spaces we will need.

Mr. Ossa: I will have that information.

Ms. Witcher: Then we will know the impact of having a pavilion.

Mr. Darby: We need to find out if the two trees we are going to remove, need a permit.

Mr. Ossa: I will look at the rules, if someone will go with me after this meeting to show me where those trees are.

Mr. Darby: I have a picture.

Mr. Ossa: That's all I have.

iii. District Manager's Report

1. Field Manager's Report

Mr. Scheerer: Nothing else has changed at the swimming pool and Jason covered the janitorial concerns. The pool contractor has a requirement to get there by a certain time in the morning. We had a couple of lights out that we replaced. There's an LED light fixture in the bathroom that was damaged, but we reset that. We are still installing gate access stickers for resident vehicles. We received a call that the gate arm was knocked off of the rear gate. When we got back there, we reviewed the camera and located the vehicle and are in the process of recovering the money for damages. I was onsite, temporarily installing a gate arm, so it would still continue to function properly. ACT came out and replaced that gate arm and double-checked the mechanism for any additional damages. The slate on the guardhouse was repaired. ECOR continues to do their job on the outfall structures. The turf is being mowed and trash is being picked up during mowing times. As you know, we are in a cycle of every other week for moving. Starting on April 1, we will get back into the weekly cycle for landscape maintenance. We have been meeting with the landscaper every two weeks. We are still trying to address some of the concerns on Kingswood. We have some plants that are continuing to fail and a leaning tree, which we straightened out. There were several new palms on Baytree Drive. A flagpole at the rear entrance was replaced. The last couple of visits, we have been having some issues with the fountain timer. It doesn't seem to keep the correct time. We turn it on manually, so it may be just a matter of replacing that timer. The fountain works and everything seems to be in good shape. Jason came out the other day and replaced the awning that was on the tennis courts that was damaged. We should have a backup one. We received a report that street lights were out from the guardhouse to Wickham Road. We reported it to Eau Gallie Electric, but I haven't heard anything further. Ours all work off of our timer and FP&L is not reporting any problems. The Christmas lights were installed and removed since the last Board meeting. We had to repair a light on the exit side of the guardhouse at the rear gate. We have some issues with the speed

tables at the main gate. A couple came loose. We re-secured them. They were there for a number of years and we may look at coming back to the Board with some new tables, as it may be time to remove them.

Mr. Mills: While we are on that issue, it was brought to my attention by Rick that some residents of The Hamlet wanted speed bumps instead of speed humps. I think you need to tell The Hamlet residents that the Fire Department and Police do not want speed humps because it delays their time getting into the community.

Mr. Scheerer: I apologize for the delay, but we installed three benches at the park today. Pressure washing of the pool deck was completed. Staff ordered and received additional vehicle stickers. Sidewalk repairs were completed. We are in the process of re-evaluating the sidewalks again. We will continue to photo document and mark all of the sidewalks. That's all I have.

Ms. Witcher: When you give new transponders to residents, could you tell residents to notify us when they have a vendor coming to come through the front gate?

Mr. Scheerer: Sure.

Ms. Witcher: Let the guard gate know which vendors the residents are using, so there's no confusion.

Mr. Showe: We can do that, especially for new residents. Mostly we get residents buying new cars. We can put an info sheet together for new residents.

Ms. Witcher: I think that would help.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have checks 53021 through 53104 for \$180,877.57, checks 70 through 72 in the Capital Projects Fund for \$29,746.75, check 21 in the Community Beautification Fund for \$17,066 and \$737.97 for the October 2017 payroll, for a grand total of \$228,428.29. Alan and I can answer any questions about those invoices, if you have any.

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

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. It is unaudited. Most account lines are falling in line; however, there was "Additional Landscaping" for storm cleanup costs.

Assessments were 95% collected through the beginning of January. Remaining assessments are expected shortly.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: HGTV will be filming House Hunters in Baytree on Chatsworth Drive. They will be filming two doors down on the left-hand side between Compton Way and Chatsworth Drive. There will not be any large trucks, only small vehicles coming in. This is good for Baytree, because they will probably show the sign on TV, along with the lakes and some of the amenities.

Mr. Darby: When it is going to happen?

Mr. Mills: Next month. I want to thank Jason and Alan for getting the benches installed. I met with Dave Halle, the owner of Tropic-Care with Jason. I don't know if you noticed, but a lot of the preserve area has been cleaned up at the edge and weeds were chopped. I told Mr. Halle that I was very upset with his performance in Baytree and I needed him to bring our community up to standards. He has done that. There are three more palm trees going in on the left-hand side, where two oak trees fell down. I want Dave to submit fertilizing and insect schedules to me, because I noticed a lot of shrubs dying, due to a lack of fertilizer. I think we need to hold him to his contract.

Ms. Witcher: I think when water washes through it, if it's a liquid fertilizer, it doesn't do any good.

Mr. Mills: They do granular fertilizing once a year and liquid fertilizing twice a year, which isn't enough.

Ms. Witcher: It has to be granular all the time, because we are sitting on sand.

Mr. Scheerer: I think there are some environmental protocols that everyone has to follow within the State of Florida. Brevard County is strict on what you can and cannot do. You don't want to overdo it, because that's harmful as well. We can talk to Dave and also invite the Extension Office at the University of Florida to give us some recommendations.

Ms. Witcher: That is a very good idea.

Mr. Mills: We have a lot of shrubs that are dying. I don't know if it is due to a lack of fertilizer.

Mr. Scheerer: They can do some soil samples and see if we are too acidic or need some other chemicals to reduce the acidity in the ground. We will work with Dave to make that happen.

Ms. Witcher: Does the Extension Office take samples?

Mr. Showe: Normally Tropic-Care will take the samples and send them over there.

Mr. Scheerer: Do you want us to get a third-party estimate?

Mr. Mills: No, I don't think it's necessary. You can only see the granular fertilizer after its laid and you don't see it around any bushes. I was asked about pool passes. You might want to talk to the publisher of your magazine. Pool passes are available through Jason.

Mr. Showe: I can either provide them when I issue transponders or mail them out.

Mr. Darby: It might be a good idea to issue them with the transponders.

Mr. Showe: Most folks have them. Just have them contact our office and we will get them out as quickly as we can.

Mr. Mills: If you have not attended one of the dinners on Thursday night, I would strongly suggest that you come. It's great. My wife and I came to the last one and they are good cooks. There is a Valentine's Day party next Wednesday. If you want to bring your wife and have a nice inexpensive night out, here's the place to come.

Mr. Bosseler: I have a couple of items. The playground sign is gone.

Mr. Showe: We have a brand new one.

Mr. Scheerer: We will have it installed before September.

Mr. Bosseler: The pool sign is outdated.

Mr. Scheerer: I will have someone look at it.

Mr. Bosseler: We need to look at getting some tables with umbrellas for the pool.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Showe: At this time, we will take audience comments. Please state your name and address and try to keep your comments to three minutes.

Mr. Seaton: Marcus Seaton from Deerhurst Drive. I wanted to congratulate the Board and everyone who has taken part in making the community as good as possible. I would like to thank Tony Moretti for his efforts at the back gate. I thanked him myself because he has done

such a good job. He has worked hard. Thank you for the wonderful job that all of you are doing, especially Jason. You are always on the ball. Continue doing good work.

Mr. Mills: Thank you for your kind remarks.

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

TENTH ORDER OF BUSINESS

Adjournment

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



Secretary / Assistant Secretary



Chairman / Vice Chairman