

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, June 6, 2018 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carol Witcher	Chairman
Melvin Mills	Vice Chairman
Richard Bosseler	Supervisor
Jerry Darby	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Maryelen Samitas	District Engineer
Alan Scheerer	Field Manager
Valerie Scott	DSI Security
William McLeod	DSI Security
Riely Hunter	DSI Security
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 1:30 p.m., called the roll and the Pledge of Allegiance was recited. All Supervisors were present with the exception of Mr. Brown.

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: We have the incoming security firm, DSI Security Services (DSI), here. The contract will be presented later on in the agenda for approval by the Board. Jerry and I met with them.

Mr. Darby: I will give some highlights. It allows you to go into a portal and list permanent guests, visitors and vendors through a computer, without having to call the guard station. The guard will then have access to this database and allow people in. You can even dis-

allow people from coming to your residence. Once implemented, that should greatly streamline the entire process. The system is intended to go into effect on August 1st?

Mr. Showe: September 1st.

Mr. Darby: We will have training sessions both day and night for all of the residents of this area, so they can understand how to input the information. There is also a YouTube tutorial. It was very helpful. I also believe that the website has a written tutorial on how to do this. I have been playing with the system over the last couple of days and it's really not as difficult as it seems. Those who are computer-phobic, can fill out a form and it will be entered by other individuals and we maintain it.

Ms. Fox: Jerry & Carol Fox, 8041 Daventry Drive. Do they actually check that list? My friend is on the list and they stop her constantly and write everything down. They don't bother to look at my list.

Mr. Showe: One of the things that we will talk about is that we are actually implementing a tablet for the guards. They will be able to access information as they are looking at the vehicle. One of the things that Jerry didn't mention, is if you know somebody is coming, you can send them a text message with a code. The guard will be able to scan that code, right when they come in and it will pop up all of the information. The first time they scan their Driver's License, it will add their Driver's License to the database. All of that will be available to the guard on a tablet as he's at the vehicle, which should help all of the recordkeeping.

Mr. Darby: It's very simple.

Ms. Wagner: Joanne Wagner, Isles of Baytree. Is there a website that we can look at to get a preliminary idea?

Mr. Darby: Yes, but I don't have the website address with me. Can we put it on the website?

Mr. Showe: We can post it on the website.

Mr. Darby: We wanted to make it easier for people to access the data. We should post a link from the CDD website, that takes you right into the TekControl. There's also a link to the YouTube video. We should put that up and any of the training documents.

Ms. Wagner: That would be helpful.

Mr. Darby: The way to appreciate what this does, is to use it and view the tutorials. We will schedule both a day and evening session. You will find that it is a good system.

Ms. Wagner: I recommend August, after your Board meeting, for the daytime session and again in the evening on that day.

Mr. Showe: Yes. We should have folks here for the budget hearing.

Mr. Darby: We will just find the best way to communicate this to all residents.

Ms. Wagner: August is actually one of the busiest vacation months in Florida, so we may not have good attendance.

Mr. Showe: We will figure it out.

Ms. Witcher: We can do one then and then another when the Winter people are here.

Mr. Showe: We will coordinate it.

Mr. Bosseler: Do they have the Post Orders?

Mr. Showe: The current Post Orders were provided and they are creating their own Post Orders. That's their protocol for how they proceed. Our standard is that we review the contract with them, hold them to the contract and they create the Post Orders. I think that they are still working on those.

Mr. Darby: The Post Orders will be subject to the Board's criteria.

Mr. Showe: Right.

Mr. Darby: Jason, I would like to mention a couple of other security issues. We have LED lit gates at our entrance and exit. We only had one complaint so far and it seems to be working well. There was some vandalism at the pool, over the Memorial Day holiday. In response to that, Jason allocated one additional security guard for the pool four to five days a week.

Mr. Showe: They were there four nights in a row. We requested them again this last weekend. To my knowledge, we haven't had any other incidents.

Mr. Darby: A number of us in the Balmoral/South Pointe area received a text on May 28th, saying that golfers were assaulted and threatened with a gun for hitting golf balls in somebody's yard. As it turned out, that was not the case. The case was that a couple of teenagers in golf carts, wandered off of the service road, right by #17, and encountered a number of contractors doing the walkway or somebody maintaining the cell towers. Apparently, when they go into these wooded areas, they carry firearms. There must have been some type of confrontation, such that the teenagers went to their homes, called the police and the police came out with tactical units and sealed off South Pointe, which got people a little nervous. That's all

we learned of the situation. I don't know how many received a text, but it seems that the original assumption of what the instance was, was quite different than what actually happened.

Mr. Mills: If I may bring up a point. It was discussed at the last meeting about greeting a walker coming into the community or someone on a golf cart, after there was a house that was robbed by someone in the community. A gentleman had an issue with approaching his wife and walkers. I think it's imperative that we approach a walker coming into the community and/or a golf cart by the guard. At least they will know the color of their hair, eye color, etc. Once a guard is stationed here for a while, they won't know whether or not it was a resident, unless they see that resident. I'm pretty sure of that. I think any walker and golf cart coming into this community, at least through the front, should be challenged, just like you would stop a car coming into the community.

Mr. McLeod: I've already reviewed your current Post Orders and that procedure is currently in there.

Mr. Mills: Perfect.

Mr. McLeod: They are just not being met.

Mr. Bosseler: Anyone can come in through the back gate, because there's no security whatsoever there.

Mr. Mills: Several Boards ago, we tried to eliminate the sidewalks by closing the sidewalks coming in the back. According to ADA, we cannot do that, because it's a public street. I think we can at least check with the front, as people are coming in. One gate arm was down as you exit. It was laying on the ground. Nobody hit it. Alan found out that the wire going to the LEDs got caught in the motor mechanism and actually pulled it off. The nuts on those arms are nylon and it just stripped the nuts and the arm fell down. It wasn't hit by a car.

Mr. Darby: I saw it happen. It actually hit a car as the car was going underneath the arm. It fell right on the hood.

Mr. Mills: On the exit gate?

Mr. Darby: Yes.

Mr. Scheerer: If you look at the camera, it doesn't show that. I have the video.

Mr. Showe: I think it fell right in front of the car.

Mr. Scheerer: He pulled up, as the gate arm was going up and it just popped off. On the entry side, we had a landscape vehicle tailgate in and hit the arm. When I went back and looked

at the video, it looked like it was a Cadillac. They came up, waited for the gate and as the gate went up, the arm fell down onto the car. I didn't look any further than that, so maybe it did get hit. We were out a few days before that and on Friday, we received a call. That's when a truck hit it. When I came back out on Monday, Jason and I saw the exit gate arm on the ground. I double checked that exit gate before I left on Friday.

Mr. Darby: Very few times I disagree with Mel, but on this issue, I do. I'm concerned that we are going to have a guard running back and forth, taking care of cars, screening people coming in, particularly in the mid-morning when you get a lot of walkers. Some who come onto the property. are not going to carry an ID. It's going to take away from the guard's time at the front gate. There is no way to deter people from coming in the back gate. The first time that somebody gets spooked at the front gate, they are going to go around to the back gate. I think it's a nuisance and a source of irritation to residents by having to check their IDs coming back and forth every time.

Mr. Mills: Let me amend my comment and say evening and nighttime. Daytime I can totally understand that.

Ms. Schoonmaker: Sandy Schoonmaker, 403 Berwick Way. My husband and I walk in and out of the front gate, at least two or three times a week, to go to CVS, Publix and around the block. It would be a great annoyance for both of us if every time we walked by the guard we had to show our ID. I don't think you realize how many people walk through that front gate from Baytree to get to CVS and the bank.

Mr. Mills: I do.

Ms. Schoonmaker: It's a great benefit for all of us.

Mr. Mills: It's like I said. If a guard is there on a permanent basis, they will learn to know that resident and won't have to interfere.

Ms. Schoonmaker: Then he's not doing his job. The reason why Barbara never asked, was because Barbara knew everybody. You are getting into discrimination issues too, if you don't challenge Rick or myself walking and someone of a different nationality wants to come in. You either have to do it or not do it.

Mr. Mortlock: Edwin Mortlock, 410 Berwick Road. Are speed bumps going in before the exit gates? I notice that some people get very close to the gate before it goes up. They came loose several weeks ago and I put it back in.

Mr. Bosseler: My neighbors actually enjoy not having to hit speed bumps. If everyone wants to speak on that gentleman's comment, please do. Do we have cameras at the back gate? Do they go out far enough to capture the sidewalk?

Mr. Showe: Yes.

Mr. Scheerer: Yes.

Mr. Bosseler: We have a bunch of kids coming in from Suntree on golf carts, frequently. They may be our problem in the pool area. I haven't caught them yet.

Mr. Scheerer: If you get a hold of us, we can check the cameras. Jason and I are pricing new cameras for the back gate that are the same as the front gate, which are on 24/7. We can zoom in as well. Just give us the approximate time and any type of a description. We would be more than happy to come out, depending on the severity of the issue, to identify the offender and restore whatever video we have, like the Esposito truck hitting the back gate. We contacted them and issued them a demand letter, because the video was as clear as day. If you want the video, we will send it to you. We didn't need to send it to them, because the gentleman from Esposito actually called his boss and told him what happened.

Ms. Witcher: The kids that are coming in on the golf carts don't have any ID with them.

Mr. Scheerer: We don't know if they are residents. The kids are all out of school.

Mr. Bosseler: If we see that we are having problems, like at the pool, we can start tracking it. My son lives in Suntree, right by the back gate and he tells me that every other night, three or four of them are coming in. We are going to start targeting the time and the date.

Mr. Showe: We will now proceed to the BCA update.

B. BCA

Mr. Showe: We will discuss the pavilion project first.

Mr. Darby: The project leader from Bella Construction left the company, so we are trying to re-establish a new project leader. We should have that information, hopefully, sometime this week.

i. Consideration of First Amendment to Joint Participation Agreement

Mr. Pawelczyk: This item is probably premature, in the sense that we are ahead of schedule in getting documents to you to look at. The amendment to the Joint Participation Agreement is for a commemorative plaque, in a cost not-to-exceed \$250. It recognizes the joint contributions of the BCA and the CDD. Jerry is working on something.

Mr. Showe: They approved the language.

Mr. Pawelczyk: It is hard to get a plaque that looks nice for \$250. I think both the BCA and Jerry is leading on our end. They want to make sure that you have something you don't have to replace in five years. All we are doing is increasing the amount from \$250 to \$600. Each party would pay \$300. Jerry thinks that getting a plaque for \$600 shouldn't be an issue. If the Board agrees, we just need a motion to authorize the execution of that First Amendment to the Joint Participation Agreement.

Mr. Darby MOVED to authorize the execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, increasing the amount of the plaque from \$250 to \$600 for the pavilion, in substantially final form, and Mr. Mills seconded the motion.

Ms. Witcher: Is there any discussion? Hearing none,

On VOICE VOTE with all in favor, authorizing the execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, increasing the amount of the plaque from \$250 to \$600 for the pavilion, in substantially final form, was approved.

ii. Discussion of Pavilion Management Agreement

Mr. Pawelczyk: We have been working on a Pavilion Management Agreement for the BCA to manage the rentals of who is going to use the pavilion, once its open, collect the money, send it to Jason, etc. Jerry reviewed it, and provided numerous comments. We also received comments from the BCA lawyers, who also looked at it. We are down to one or two provisions. The first provision, isn't something that we are struggling with. We are just trying to figure out how much the CDD is going to charge to rent the facility. That number hasn't been determined, because we want to also know what it's going to cost the BCA to provide management services. The CDD is not going to directly pay for those management services. The intent is if we charge \$50 for a pavilion rental, the BCA will take \$10 to pay their management company, which is currently Fairway Management. We don't know what those numbers are yet and don't need to know those today. I don't think there's a reason to discuss it, because it's my understanding that

the BCA is still trying to gather that information. We will know more about that later. That's the reason for the blank in this Pavilion Management Agreement. We are figuring that out. The final provision that we are talking about, is the termination. As you know, from all of our agreements, we include a "*Terminate for Convenience*" provision, so we can get out of the contract without any issues. There is a 30-day "*Termination for Convenience*" for both parties if the Association doesn't want to do it anymore and the CDD doesn't want the Association to provide those services anymore. The BCA has come back and they don't necessarily agree with that provision. They are okay with a five-year agreement, with a "*Termination for Cause*". That means either party can terminate for cause, but there has to be a cause, so we would have to notify them, in our case, of a breach and they would be given a certain period of time to correct that default. If they don't correct it within a reasonable time period, then the contract is terminated. Legally that's fine, but I don't recommend that. I don't like to put my clients in any situation where they have to go to court, or where there's going to be a dispute. The beauty of a "*Termination of Convenience*" at any discretion, is that it's in the agreement and you can do it. There's no litigation or discussion. We don't have to state the reason we are terminating. We just terminate it. I think that's part of the reason that the BCA is concerned. They don't want the next Board to say, "*We just want to terminate because we don't like the BCA*" or "*We don't like Wayne, so I'm going to terminate.*" Jerry came back and said that he was okay with the five-year term and terminate for cause, only or upon mutual agreement of the parties. He brings up a good point that the BCA might not want to do this anymore, or Fairway is no longer there and the new management company doesn't want to do it, so let's give the ability for both parties to say, "*Let's just agree to terminate and the CDD will take it back.*" If I had a recommendation, I would make it a one year contract, terminate for cause and have it renewable on an annual basis. I told the Association Lawyer that is what my recommendation would be if we don't have a "*Termination for Convenience*," but again, that's because I'm cautious. We have a good relationship as a CDD with the current BCA, but as you know with governments and HOAs, that can change on a moment's notice, because it depends on who is running the show. It's really up to you. If you want to accept Jerry's recommendation, we will implement that as we move forward with the agreement. Legally, I'm fine with that. I just like to build in these extra protections.

Mr. Mills: Is Fairway Management a part of the parties that are identified in this agreement? Like you said, if Fairway decides or the BCA decides, that Fairway Management is going to be their management company, and they are still part of this agreement, do we need to make them a part of the agreement?

Mr. Pawelczyk: No. Fairway Management is not a part of it. Right now, it's my understanding that, I'm not speaking for the BCA, but the BCA is going to use Fairway Management to do this, but if they wanted to, Jan could do it. I'm only using that as an example. It really doesn't matter to the CDD, as long as the accounting is done and we know how much money is coming in and going out. We can show it for auditing purposes.

Mr. Darby: I think the way that the agreement is written, it's a BCA responsibility or its designee. They can designate anybody. Wayne, do you have an opinion on this?

Mr. Wilkerson: Any attorney that recommends you sign any contract and then get out of it, is a good attorney.

Mr. Pawelczyk: Its really up to the Board, as to how you want to move forward. The BCA had not considered this. Like I said, a one-year agreement to terminate for cause only and renew it on an annual basis, is an alternative to a "*Terminate for Convenience.*" Jerry is okay with five years. It may be extended another two years.

Mr. Wilkerson: So you mean each would automatically renew?

Mr. Pawelczyk: It could either automatically renew or terminate within 30 days at the end of that year term.

Mr. Wilkerson: What about at the end of term?

Mr. Pawelczyk: As an example, the term is one year. You can only terminate for cause or upon mutual agreement of the parties. We can include a provision that says, "*The agreement will automatically renew for the following year,*" unless either party provides notice within 30 days of the end of that existing one year term. If we are on a yearly basis, as long as we terminate by December 1st, the following year would be terminated, so we can set it up that way. I am just throwing out options. Legally, we can do whatever is in the contract, as a mutual agreement of the parties.

Mr. Wilkerson: I discussed with our attorney that the BCA does not want any ownership in this whatsoever.

Mr. Pawelczyk: That's clear.

Mr. Wilkerson: We understand that the money for building this is a gift to the CDD, and the ownership remains with the CDD, which is no problem. The alternative would be, as Jerry said, that there are no problems with a five-year contract, but the five years is the least that we will accept where we can't be kicked out for no particular reason. In other words, if Michael wants to write a contract that says, "*This contract ends in a year,*" and we have to start a new contract, that won't work with us. There would still have to be a cause agreement. That's why I like the five-year contract better. I think that's a reasonable request on our part. Since we have to pay for it, I think that being able to rescind the contract for no particular reason, is not fair.

Mr. Pawelczyk: Under the analysis that Wayne talked to Jerry about, as your pavilion designee, the agreement would terminate after that five-year period, but in all likelihood, we would enter into a new agreement for a new term, or we could just agree to extend it.

Mr. Wilkerson: At the end of that five years, either party may not want to be involved.

Mr. Pawelczyk: Like I said, legally that's fine. It's up to the Board to do it. If you are going to do something like this, if you think about it, it's really about the pavilion rentals. It's not about a landscape or security provider. You don't want to lock it in for five years and not be able to get out of the agreement. Those are my thoughts and we will leave it to the Board to discuss it from here and give me direction.

Ms. Witcher: I like the way that we have been doing it with the 30-day "*Terminate for Convenience.*"

Mr. Pawelczyk: I like it too, but the BCA is not going to agree to that.

Mr. Mills: I agree with Wayne. We are all residents of this community and we all have a piece of the action. It's not like it's been in the past where the BCA has been against the CDD and the CDD has been against the BCA. To write a contract, you are telling the BCA, "*Here you are, but here are the limits,*" maybe with a five-year term, for cause, but then and at the end of each year, we look at the contract, and if there are no issues, we agree to move forward, or if there is a cause, we implement the cause.

Mr. Pawelczyk: I think that's more like a one year agreement that is renewable on an annual basis. Based on what Wayne is saying and what their position is, the Board needs to decide if they are okay with that, or want us to go back to the drawing board. Like I said, legally we can do anything. I think to Mel's point, if something is not going perfectly or the CDD is not happy with the way things are going, even though it's an agreement, there's still the ability to

discuss it and put pressure on them, the same way that the BCA can put pressure on the CDD Board to do things. You really want to do what's in the best interest of the community. Right now, you have two entities that do that.

Ms. Witcher: It could change tomorrow with the Board changing.

Mr. Pawelczyk: It could change tomorrow. I think the essence is whether you are okay with the five-year "terminate for cause" or upon mutual agreement of the parties.

Mr. Mills: I would like to make a motion.

Mr. Pawelczyk: You don't need a motion.

Mr. Showe: We still have pieces to work out in the agreement.

Mr. Pawelczyk: We will bring the agreement back.

Mr. Showe: We just want direction, so that when we bring it back to you, we are good to go.

Mr. Mills: Alright.

Mr. Darby: If I might add, put in the phrase "Mutual consent or for cause." It gives both organizations the maximum flexibility.

Mr. Mills: I agree.

Mr. Darby: You want to give the ability for someone to voluntarily withdraw from the agreement, with the mutual agreement of both parties to say, "*This is not for me*" and I would find somebody else. I suggest that we look at that.

Mr. Pawelczyk: It's very different than if we had a Maintenance Agreement with the BCA and they were maintaining the lakes. You need to be able to get out of that agreement. It's a different type of agreement than who's booking rentals at the pavilion.

Mr. Wilkerson: Mr. Bosseler, how do you feel about it?

Mr. Bosseler: I like the five-year plan.

Mr. Wilkerson: Madam Chair, would you please explain to the BCA and the Board why you have opposition to this plan?

Mr. Pawelczyk: Carolyn, you don't have to do that. We already made a decision. If you want to comment, you can, with all due respect to Mr. Wilkerson.

Ms. Witcher: I prefer not to comment right now.

Mr. Pawelczyk: You are entitled to your opinion.

Mr. Showe: That gives us enough direction.

Mr. Pawelczyk: Everything else looks good, from a pavilion standpoint.

Ms. Hill: Could someone give us an example of "*For Cause*"? The BCA has given the pavilion to the CDD.

Mr. Showe: The CDD will be remitted the rental fees of whatever we agree to. At this point, we are still working that out on a quarterly or annual basis. If they don't, we can terminate.

Mr. Mills: For Cause.

Mr. Showe: For violating the terms of the agreement.

Mr. Pawelczyk: If you are trying to book a pavilion and nobody is responding, and we put them on notice that they have to do something and then they don't correct it, then we can terminate for cause.

Ms. Hill: So I take it that we don't have an agreement with Fairway Management, of how much they will charge to manage this pavilion?

Mr. Showe: That's going to be between the BCA and Fairways.

Mr. Darby: Jan, do you want to speak further for that?

Ms. Hill: I contacted Fairway and actually gave them the draft document. I asked Jerry to comment if there was anything in that document that he would have a problem enforcing or implementing, but he hasn't gotten back to me on that.

Mr. Pawelczyk: I look at it this way. If we charge \$50 to rent that pavilion, \$20 should go to Fairway. I'm just using that as an example. All they are doing is putting it in a calendar and inspecting the property.

Ms. Hill: I spoke with them before we had this document. He quoted \$20 an hour for the time that he would spend to review the condition of the pavilion, once someone leaves, or for any repairs that required extra effort on them. He would keep the calendar and collect the deposit for free.

Mr. Pawelczyk: I think you need to talk to him.

Ms. Hill: I thought that was reasonable.

Mr. Pawelczyk: We can't do that, unless we are charging the property owner \$40 an hour. That's why we set it up to come out of that pavilion fee. If they say its \$40, Fairway is going to make money on some and lose money on less. All they have to do is come out and inspect the property. That's all they have to do. They don't have to hire one contractor to do

anything, except to clean it up. I'm sure that they have someone for that, but if something is broken, call Alan or Jason.

Ms. Hill: That's why we would collect a deposit large enough to retain the funds.

Mr. Pawelczyk: That's correct.

Ms. Hill: That's the whole idea.

Mr. Pawelczyk: Okay.

Ms. Hill: Who's paying for the insurance for that pavilion?

Mr. Pawelczyk: It's part of the District's insurance.

Ms. Hill: As well as staff picking up trash and everything that goes with the rest of the pool area.

Mr. Pawelczyk: Right.

Ms. Hill: We just have to manage the actual calendar and the condition that the property is left in. The only other question is who would be responsible if people get unruly? That's my biggest concern. The rest of it is easy. Who do you call if people are vandalizing the pavilion?

Mr. Mills: Call the Sheriff's Department.

Ms. Witcher: There's no question about it. Call them. Otherwise, you can't ticket them or do anything.

Mr. Mills: Jan, would they consider a flat fee, instead of \$40 an hour?

Ms. Hill: I haven't discussed that with them.

Mr. Mills: You might want to do that. That way, we would know exactly, each time they go out, what the fee is.

Mr. Showe: The rental fee.

Mr. Mills: Exactly.

Mr. Wilkerson: We have a good relationship with those people, Mel, and I think they will probably go along with what we ask them to do.

Mr. Mills: They may take 10% or 20% out of the rental or an appropriate figure. It would be better if we can do a flat fee or a percentage.

Mr. Darby: So Fairway is in process.

Ms. Hill: I think Wayne will be able to get this nailed down. I contacted Jason regarding the picnic tables and getting a quote.

Mr. Showe: We are still waiting for the quote.

Mr. Darby: So the process would be, once Jason receives the quote, he will forward that to the BCA. The BCA will give you whatever the amount is and then we will build it.

Ms. Hill: Do you have any idea of when we can expect that quote?

Mr. Showe: I was told that we would have it shortly, but I don't have it just yet. They are also including installation too. That way it would be easier. They would ship it to one place and install it onsite, so there may be coordination that they are trying to complete.

Ms. Hill: I will cut a check for you.

Mr. Showe: Is there anything else for discussion under the BCA? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 2, 2018 Meeting

Mr. Showe: The minutes from the May 2, 2018 meeting were included in your agenda package. Jerry provided comments and they were incorporated into the final version. We received comments from Mel earlier to make revisions on Pages 24 and 28. Are there any other changes or updates to the minutes, at this time.

Mr. Darby: Yes, just one typographical error on Page 11. The word "*steel*" should be "*steal*."

Mr. Bosseler: On Page 42, the word "*parts*" should be "*carts*."

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the minutes of the May 2, 2018 meeting, were approved, as amended.

FOURTH ORDER OF BUSINESS

New Business

- **Consideration of Agreement with DSI Security Services to Provide Security Services** (*this item was taken out of order*)

Mr. Showe: At this time, I request that we take Item C, the DSI Security Services Agreement, so we can release them to work on the property. Is the Board okay with that? *There was Board consensus.* We included the agreement. The only change from their proposal is based on conversations with Jerry and I and the vendor. We increased their proposal 5 cents an hour, which included the tablet. That was not part of their original proposal. There was an additional cost for the tablet. They gave us some other options, as far as a mobile printer, where he can print passes right from the tablet. I think that was cost prohibitive at the start, plus the

cost of those passes were expensive as well. We thought that the tablet would be a nice start. The guard has to go back into the guardhouse to open the gate anyway, so they can get the pass at the same time.

Mr. Darby: Jason, under Section 4 under "*Fees*", would it go to \$16.19?

Mr. Showe: No. \$16.14 is the fee. It was originally \$16.09. Other than that, everything else is exactly as we had discussed, as part of their proposal.

Ms. Witcher: Do we need to have an amendment to change the amount?

Mr. Showe: No. They made a proposal and this is the contract that is in the exact form of their proposal. The only change was the 5 cents per hour for the tablet.

Mr. Darby: Do we need a motion to accept it?

Mr. Showe: Yes.

Mr. Darby MOVED to approve the Agreement with DSI Security Services to Provide Security Services, and Ms. Witcher seconded the motion.

Mr. Mills: In one of the documents we talked about no smoking and no alcoholic beverages. I did not see that.

Mr. Showe: It is right above Term 3 on Page 2.

Mr. Pawelczyk: I can put the no alcohol provision in there.

On VOICE VOTE with all in favor, approving the Agreement with DSI Security Services to Provide Security Services, was approved.

Ms. Scott: We are very happy for the opportunity to work with you and look forward to a long and mutual beneficial relationship. These are the people who are going to run the show for you.

Mr. Mills: One of the things that you may want to do is when someone is approaching, even if it's a resident, have the guard wave. That way it shows the resident that they are friendly. That means a lot.

Ms. Hill: I think it would be beneficial to the residents, if we introduce our new security staff in our magazine and discuss any changes that are being made, to let residents know who those new faces are going to be.

Mr. Darby: Anticipating your question and your comment, I wrote an article for *Baytree Living* that will appear in the next issue, introducing DSI and the concept of the Visitor Management System.

A. Public Hearing

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

1. Consideration of Resolution 2018-05 Approving Amendments to the District's Rules of Procedure

Mr. Showe: At the last meeting, the Board wanted to proceed with the rulemaking process. The original set of rules had the pool and tennis courts in separate Chapters. We thought it would be better to include them all in one rule for all amenities in one Chapter. Any changes that we made are highlighted. They are the same ones that we discussed or the Board requested at the last meeting. We added the tennis and bocce ball courts.

Ms. Witcher: Where it says, "*Children with diapers*", there are pull-ups for kids that are for the pool. They are not just regular diapers. Can we include language in there?

Mr. Scheerer: I don't think you need the language in there. Diapers are not allowed. They make swim diapers for kids. You can tell the difference between them.

Mr. Darby: Children of diaper age are permitted.

Mr. Scheerer: They can't be in the pool with diapers on.

Ms. Witcher: The rules say that they can have them on.

Mr. Showe: A swim diaper?

Ms. Witcher: Yes.

Mr. Showe: We will adjust that.

Mr. Darby: Under Section 2.03, number 2 says, "*Unless specific approval is given by the District, the tennis courts are only to be used for playing tennis,*" I would like to add "*pickleball*".

Mr. Showe: I think we had some discussions before about not allowing pickleball.

Mr. Darby: I don't remember that.

Ms. Witcher: The pickleball players aren't picking up their chalk. So, how do we handle that?

Mr. Darby: We just have to say that they are responsible for cleaning up afterwards. After the word "*tennis*," I would put a period and then begin with "*Bike riding, skate boarding, roller blades*" and delete "*pickleball*."

Mr. Showe: We can put a line in that says, "*Pickleball lines must be removed upon completion of play*." That way its covered. I think we only had one incident that I recall in the time I have been here. It was a few months ago. I think they asked to clean up when they were done and it seems to have been covered since then.

Mr. Pawelczyk: There were some projects that resulted in the changing of the Sections. In the pavilion portion of the rule, "Section 4.01", should be "Section 3.01." We will make those changes, as well as the ones that Mr. Darby requested.

Mr. Darby: At the last meeting, we talked about an annual pavilion fee of \$1,800, which was equivalent to one year's assessment. In this, you had \$1,200.

Mr. Pawelczyk: I can address that. You are talking about an annual assessment user fee. Jason and I talked about this and we put \$1,200, because \$1,800 is your overall proposed assessment. That is for everything you get as a homeowner. If I want to use the pavilion and pool, I don't get everything that you get, so my benefit isn't as great. Jason has looked at it, and feels that the amount of \$1,200 as the benefit, is justified. That means if I want to become a member, I have to pay \$1,200 and its good for a year. I can't pay \$600 for a six-month membership. I have to pay for the entire year. The reason is, because the law requires when a government sets a fee, the fee has to be based on something, like an actual cost to provide the service, or a benefit for that service, allocated appropriately. That's why we adjusted it.

Mr. Darby: No problem. In re-reading the minutes, I saw that it was \$1,800.

Mr. Mills: In addition, when the guests come in, they are riding on our streets, so there's the benefit as well. The only benefits that you don't have, is being able to sleep here at night.

Mr. Pawelczyk: I'm just cautioning you to make sure that your fee is an amount that would not subject it to a challenge.

Ms. Witcher: Its defensible.

Mr. Pawelczyk: I have 9 to 12 Clubhouses that we represent and our annual user fee ranges from \$900 to \$1,500. Here your use is limited to the pavilion and the pool. Granted

every community is different, but in this case, \$1,200 is something that we can deem as an appropriate fee, based on the benefit, as opposed to an \$1,800 fee. My first exhibit would be that Jerry, as a resident, lives there 365 days a year and pays the same amount. We just want to make sure that your fees are defensible. That doesn't mean we can't change it.

Mr. Showe: Correct. That's where I was going to go next. This would be completely out of anything we have seen in any of our Districts, but if for some reason you guys get a flood of people in here that were willing to pay \$1,200 and if, all of a sudden, it doesn't justify the cost anymore, then we can change it.

Mr. Pawelczyk: Right because our costs go up.

Mr. Showe: Correct.

Mr. Pawelczyk: If our costs go up as a CDD, then we can raise the fee.

Mr. Showe: From a practical standpoint, we use a similar type of user fee, at probably 10 or 15 Districts and we have no annual users.

Mr. Pawelczyk: Does that make you more comfortable, Mel?

Mr. Mills: Sure. I can live with it.

Ms. Witcher: Did we agree that non-residents can come in here?

Ms. Hill: I had a resident ask why it could not be on a per use basis. My response was that we are trying to discourage outside users from coming in.

Mr. Pawelczyk: Here's the real reason. Are you given an option to pay one-twelfth of your assessment? No, you are not.

Ms. Witcher: Whether we use it or not.

Mr. Pawelczyk: It's important for the District to make sure that everyone is treated the same, so that's why the fee is \$1,200, rather than \$1,800, because we are treated the same. We are based on their benefit, versus your benefit as a resident, so that's why.

Ms. Witcher: So if you lived in Suntree and wanted to pay \$1,200 a year, you can come over and use our pool and tennis courts.

Mr. Pawelczyk: Knock yourself out. The way that I look at it, is we have clubhouses. People don't want non-residents coming in and using their clubhouses. Not many people take advantage of this, because they can go to LA Fitness for considerably less and get more recreational facilities, or they can pay for a couple of weekends at some resort for \$1,200. My response is always, if someone really wants to spend \$1,200 to be a member of your Club and

maybe use it 12 times a year, are you really objecting to that? It's not like its open to the public, because you still have to pay about the same that you pay to use the same service.

Ms. Witcher: If someone pays \$1,200, is it for his family or him only?

Mr. Pawelczyk: It would apply across the board to the family, the same as what's here. That's not defined in the rules, because these rules are from 1990. If that became a problem, you could address that in your rules.

Mr. Mills: Could you include non-resident families?

Mr. Pawelczyk: You can address it later.

Mr. Showe: The non-resident user fee makes it equivalent to any other taxpayer or any other assessment payer in the District.

Mr. Pawelczyk: Exactly.

Mr. Showe: The same way that you can bring guests to the pool, if someone is an annual fee payer, they can bring guests to the pool. They are exactly on par with any other resident.

Mr. Mills: I understand.

Mr. Pawelczyk: Your difficulty is enforcement.

Mr. Showe: Correct.

Mr. Pawelczyk: If a 16-year-old Suntime resident comes to the pool with his buddies to use the pool, he may get away with it five or six times, but this would also give the ability of the security guard to say, "*Are you a resident? Show me some ID.*" That gives them a tool to help extend the life of your facilities and make sure that they are still maintained to the level that you expect.

Ms. Hill: Why are we even considering non-residents using our facilities?

Mr. Showe: If you don't allow a method for the public to have access to the facility, then it's a public facility and everyone has access to it. So, having a non-resident user fee gives the ability for somebody in the public to still gain access to your property.

Ms. Hill: But they have to pay for it.

Mr. Showe: Just like you guys do.

Ms. Hill: Where does that extra money go?

Mr. Showe: Into the General Fund of the CDD. Theoretically, there would be increased maintenance, because there's extra use, so it would just get cycled into there. Are there any other questions from the Board on the rules? Like Mike said, we are going to clean them all up.

We put them in strikethrough form, so you can see where things have changed. It makes it easier to read. This may change, but the Pavilion Reservation Agreement that we drafted, is for reference purposes.

Mr. Darby: If you look at the agreement, the fifth line down says, "*I MAY NOT deny access to any other residents that want to enter the facility.*" That's the purpose of renting, which is to have exclusive use of the facility. So, we are denying access to residents specifically, because they are paying this fee. That line does not compute.

Mr. Pawelczyk: We can strike it. We sent this out as a draft. We will hold that and make that change once we finalize it.

Ms. Witcher: Are we going to have blackout days, like for the holidays?

Mr. Scheerer: My name and phone number is in here and needs to be omitted.

Mr. Showe: We will edit it.

Mr. Darby: Carolyn has a valid point. We can blackout legal holidays.

Mr. Showe: I think that would fall back to the BCA, in terms of how they reserve the facility from whoever is managing it.

Mr. Darby: It's a valid point.

Mr. Showe: Absolutely.

Ms. Witcher: The Fourth of July is coming up.

Mr. Showe: I would imagine, if you plan community events and want to use the facility, you can pre-block those out, so folks can't rent it.

Ms. Hill: The community has priority.

Ms. Witcher: If its already marked out on the calendar, they can't even consider that it's going to be available.

Ms. Hill: Its specifically for the use of our community.

Mr. Scheerer: We can change that to GMS and have the office number.

Mr. Showe: Are there any other comments from the Board? If not, we will open it up for members of the audience, since this is a public hearing. Hearing none, we will bring it back to the Board for any discussion or consideration of Resolution 2018-05, with the amendments that were made at the meeting today.

On MOTION by Mr. Darby, seconded by Mr. Mills, with all in favor, Resolution 2018-05 Approving Amendments to the District's Rules of Procedure, was approved.

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

B. Review and Discussion of Revised Fiscal Year 2019 Budget and Discussion of Final Hearing Date

Mr. Showe: This is a follow up before we get to the August meeting on the revised Fiscal Year 2019 budget, as well as discussion of the final hearing date. At your last meeting, we approved August 1, 2018 at 1:30 p.m., at this location, for the final budget hearing. We received confirmation that we would have three Board Members available that day, so we can hold the budget hearing. This would be your last chance to change the date.

Mr. Darby: Jason, at the last meeting, we discussed an alternate date where the entire Board can be available. I don't remember what that date was.

Mr. Showe: We didn't discuss that at the meeting. I circulated an email after the meeting. There were not a lot of available options. That month seems to be challenging.

Mr. Darby: I originally said that I could not be available, but I am.

Mr. Showe: That gives us at least four Board Members. I just want to make sure that the Board knew that they could change the date, but we will keep it that day. The budget basically stayed the same, from what you saw at the last meeting. The change that we made, based on the Board's direction, was to move the LED gate arms at the rear gate, from Fiscal Year 2019 to Fiscal Year 2018. We tied some of those account lines tighter, based on some of the capital projects. We left the assessment the same, which was an increase of \$347.21. This would be your opportunity, if you wanted to lower that amount or make any changes to it. If you are increasing the assessment, you would have to send out a mailed notice, prior to the August meeting.

Mr. Mills: I would like to address the increase. I was reading the minutes and I kept going over in my mind what Art was saying, with regard to the percentage of increase. Quite honestly, I don't know if I want or any of us on this Board to be a dart board on August 1st. With a 22% one-time increase, even though I know that its justified, I have a hard time doing that. I would like for the Board to consider us having a maximum increase as of this year, of \$180 or

\$200, instead of \$347.21, which is a 10% decrease. I think we can justify the 10%, and next year if we have to raise it again, we will.

Ms. Witcher: This is only the second one, if I can remember, of our increases in 22 years. I would rather do one and get it done, so we don't have to do it again for another 10 years.

Mr. Showe: Procedurally, if you raise it this year, you are going to have to do a mailed notice. If you plan on raising it again the following year, you will have to do another mailed notice.

Mr. Mills: I understand that. I remember the hell I went through when I wanted a \$200 increase five years ago. We got it down to \$100, and I can remember this room being packed, the phone calls that I received and the names that I was called. I can't imagine what it's going to be like this time. I couldn't even begin to imagine. I can still see Art sitting there saying, "*You better be able to justify it.*" I can personally justify it in my mind. That's not an issue with me. I think it's an issue with some of the people. I agree with Carolyn, that we need to do it, but I think in reality, we seriously need to look at not increasing the full \$347, and either do \$180 or \$200, but no more.

Mr. Darby: Can I make two comments?

Mr. Mills: Sure.

Mr. Darby: You have to identify where you are going to take the money from. It's almost all, if not all, in capital. I went back and looked at the 2009 budget, versus the 2019 budget. In that time, administrative expenses only increased by 8.6% and O&M expenses only increased by 8%; however, we let 10 years go by and we are having all kinds of infrastructure issues and depreciation, so it increased by 132%. The entire reason for this increase is a 10-year catch up. It would be better for the Board to put in a \$100 or \$150 per year increase in assessments year after year, so you don't end up with a \$348 assessment increase. The bottom line is that you are either going to have to pay now or pay later. If not this one, we will probably have a future assessment increase, but not at this magnitude; however, the infrastructure is aging and I think we have to be careful. I'm not opposed to cutting it in half, but let's not kid ourselves. It's going to mean that every single year, we are going to be increasing assessments.

Mr. Mills: I don't have a problem with that, and I don't think that most residents would, knowing the fact that everything else is increasing as well. We have a hell of a deal here. I've said that from Day 1, and we have to be competitive with other communities. If you look at the

houses that are for sale in Baytree, there are a lot of them. If you go across the highway, you can pay \$458,000 or \$500,000 for a brand new home. Why would you pay \$500,000 for a house that is 16 or 17 years old? We have to at least look at that as well. I understand that the infrastructure is getting old, but I would rather go for a yearly increase. I don't care how many letters we have to send out, we can justify that. I will go along with the majority of the Board. That's just my comments. Whatever the Board wants to do, I'm fine with it.

Ms. Hill: If you limit the increase to \$180 to \$200 per household per year, where are you going to cut back? We have to do lake bank restoration.

Mr. Mills: That's the point. We have to shave some of that back.

Ms. Hill: Maybe save a little until next year and the year after.

Mr. Mills: Yes.

Mr. Darby: You could take a look at bringing back your lake bank restoration to previous levels of \$15,000 a year. We just had a report, two meetings ago, that said we should've been doing \$60,000 next year, \$90,000 the following year and over \$100,000 in the future.

Mr. Showe: Correct. We dropped it to \$30,000 a year, just to stretch the program out and try to be a little more frugal.

Mr. Darby: That's not the responsible thing to do. We could drop the pavilion parking lot, which is \$20,000, and defer it to 2019. We could cut back the budget on the pool furniture, or not do it at all and defer it to 2019. Deferring it, doesn't make it go away. Whether you pay for it now or pay for it later, you are going to pay for it.

Ms. Witcher: It's going to be an increased cost later, especially with the paving and the lake bank restoration. It doesn't get any cheaper to do it.

Mr. Darby: I think we have some comments from the floor.

A resident: Would it be a \$200 increase per year, for now and forever?

Ms. Witcher: For now and forever.

The resident: So there would be a one-time assessment increase of \$200 or \$300 a year, for now and forever?

Mr. Mills: No.

Mr. Darby: The way I look at it is that we have to pay \$43.50 per home per year over 10 years, which brings us back to baseline. Additionally, in future years, we are not trying to

make up for 10 years of no capital. We will have increases, just because costs increase, but I would not anticipate them to be in the magnitude of \$348. It could be \$100 or \$150.

The resident: So you are saying that it could go up. Are you looking at building a sinking fund with this money, or is this going to be a continual addition to our annual assessment going forward?

Mr. Mills: It would depend on the needs of the infrastructure. In other words, it could be \$300 this year, next year we have no increase, and the following year, there may be a \$100 increase, and the year after that, a \$300 increase.

The resident: So it is variable.

Mr. Mills: It will be variable, only because the infrastructure is getting old.

The resident: I understand.

Ms. Witcher: We are hoping once we get them all in good shape, it won't be as bad.

Mr. Wilkerson: I'm sensitive to your remarks and understand totally, but remember that Baytree is a premiere community and have a lot of over 55-year old's like myself. This is an upstanding premiere community, competing with new homes all around us. If you don't put the money in there and we cut back on the roads and paving, it deteriorates, and the value of homes continue to deteriorate. I think you should put it in there, and next year if we need to do the same thing, I will be happy to work with you to explain to the residents, why it's necessary. The majority of residents will say "Yes" but a small minority will argue. You know that.

Mr. Mills: They did it before.

Mr. Wilkerson: I'm with you on that.

Mr. Showe: I will note for the audience and the Board, that several years ago, we were only budgeting \$60,000 in pavement management every single year. We have been able to increase that in this budget to almost \$90,000, and there hasn't been any assessment increase. Essentially, we are at a point where if we want the infrastructure to keep up, we are going to have to do an assessment.

Mr. Mills: I know that we discussed this at the last meeting, and I really feel strongly that we need to look at where we have been, the projects that we have completed and the cost. In the same letter, we need to say what we need to carry forward with, for lake bank restoration and the roads. Of all the projects that are capital expenditures, it needs to be explained to residents that this is why we have to increase it, because the community is getting old. I look at the

landscaping coming into the community and it needs to be all torn out and redone. There's the saying, "*You only put lipstick on a pig one time and it's still a pig.*" That's what we have. You can only trim so much.

Mr. Darby: I think it would be unconscionable to send out the notice of assessment increase without giving suitable information.

Mr. Mills: I agree 100%.

Ms. Hill: We went through the hurricane last fall and many of the people in our community had flooded homes. Part of the reason that homes got flooded had to do with the condition of our lakes. Surely, you can make a case for maintaining those lakes, based on what happened and what could happen in the future. We are sitting here at the beginning of hurricane season with an already named storm.

Mr. Darby: We've had record rainfalls. The lakes are higher than ever.

Ms. Hill: I don't see how that's going to be so hard to sell. Even if you don't want to pay it, its logical.

Mr. Wilkerson: We've been here for 17 years and only had one increase?

Mr. Mills: We had a \$300 decrease with a \$100 increase. We were actually in the negative by \$200.

Mr. Showe: If you go back even further, we paid off the debt several years ago, so your assessments were actually over \$1,900 with the debt.

Mr. Wilkerson: Over the last 20 years, we haven't even caught up with inflation.

Mr. Showe: That's part of what we will do, as management, and will work with the Board. We will put together a presentation that goes through the history of the assessments, what your budget looks like and where the increases are going. Not only that, but with this new security company, there was an increase in costs. So, there have been some significant increases, that up to this point, have just been absorbed.

Mr. Wilkerson: I totally support you on this.

Mr. Darby: Wayne, we can take this down to the bare wood and not have an assessment at all. That means we are just pushing the stone down the road.

Mr. Showe: You are paying more for it.

Ms. Witcher: We are not in debt. We are in very good shape. We don't want to go into debt.

Mr. Darby: I think it's also important to point out that there are a number of one-time expenditures like the pavilion parking lot, pool furniture and cameras for the back gate. These are not reoccurring expenditures. Hopefully we won't have these kinds of ongoing expenditures in the future.

Mr. Wilkerson: The problem is that I already had five friends come in and look at houses here and move across the highway, because the assessment was less and were brand new homes. It's harder to sell a home now. I'm not concerned, but anyone that has to sell a house, has to object to this, because the budget keeps going up. I feel like we are looking at a government agency that has to spend every dollar, or they won't get as much money next year. That's a problem that I think we have. We have to do some cost evaluations, and I think you are doing that.

Ms. Witcher: My husband's mother is elderly and lives in Viera East. We were thinking of downsizing and going over to her place; however, her assessments are as much as ours, so I said, *"Why should I leave my home and go over there, when it's going to cost me just as much to live over there."* Houses are smaller and their HOA is inflexible.

Mr. Mills: I own two homes in Viera East and the fees are higher than what we pay here.

Mr. Showe: I will note for the record that I started having this conversation last year with the Board, and we ended up doing everything we could to hold that assessment for the current year, knowing that we would get here at some point.

Mr. Darby: The assessment in 2009 was \$1,437, and in 2018, the assessment was \$1,537, for \$100 increase over a nine-year period. We are now talking about an assessment that goes to \$1,885, which is a \$348 increase over a 10-year period or \$34 a year. That's not bad.

Mr. Showe: In 2009, you had the debt service on your tax bill, so your overall CDD assessment is less from what it would've been.

Ms. Witcher: That last statement should be in the letter.

Mr. Showe: There is a letter that is statutorily required. We will draft that and put together a flyer or something that we can put with that letter, as a supplement and circulate it to the Board.

Mr. Mills: Since we have the support of all of you, I am going to ask that all of you attend that meeting on August 1st. Should we go with \$347.21, which to me is an odd number, or round it off to \$350?

Mr. Showe: You could go to \$350, but your current assessment is \$1,537.46. It's an odd number to begin with.

Ms. Witcher: It doesn't make any difference.

Mr. Showe: What the letter is going to show, is that your assessment next year, is going to be \$1,884.67. It's also going to say, "*An increase of...*" If you want to go to \$350, we can do that, if it makes it easier. I think with an increase of \$347.21, you can also make the case that this is what we needed and that is what we went with.

Mr. Darby: Is that assessment number a not-to-exceed?

Mr. Showe: The way that the letter will work, is when we send the letter out, it will have the \$1,884.67 assessment. If the Board, between now and then, says that they don't want to do the project, we can lower that assessment between now and that meeting. You can't go above that.

Mr. Darby: That's my point. I wonder if it should say "*It will not exceed \$_____ and when you finally get the assessment, it could be lower,*" so there won't be any surprises.

Mr. Pawelczyk: You can do that, if that's your intent.

Ms. Witcher: Just do it.

Mr. Pawelczyk: I would stick with the form of assessment, whether we reduce the number, because you don't want people to say, "*Oh well I can save \$10.*"

Ms. Witcher: They are going to complain, whether its \$10.

Mr. Pawelczyk: They are going to complain because they don't understand.

Mr. Showe: I field a lot of those calls, because our number will go on those letters. Most of the time when you explain to someone, "*Here's where you go to find the budget, here's what we are doing and here's where you can see*", most of the time they say, "*Ok, that makes sense.*" They may still not like the increase, but they will at least understand what the Board is doing.

Mr. Darby: I think it's incumbent upon us to put out a document that is self-explanatory.

Mr. Mills: Absolutely.

Ms. Witcher: What do we need to do now?

Mr. Showe: At this point, if you are comfortable with that assessment level, then that's what we will use for the mailed notice, and we will work with the Board on a supplement or flyer that will go with that, giving some information to the residents. That will be the number we will go with. We will have your public hearing on August 1st.

Mr. Wilkerson: I want to know how the Board is going to handle the people that say you spent \$100,000 today and then raised their assessment?

Mr. Mills: There was a misunderstanding on that, that money was not an assessment. It was money that was collected when the community was being built. The contractor gave a deposit, which he would not receive back, if he did not comply with the bylaws of the community

Mr. Wilkerson: I know.

Mr. Mills: I know that you know, but I'm just going over this, so that everyone else understands, that the money was never returned back to the contractors, because they never fulfilled their obligations to the community. That money that the BCA has generously given to the CDD, is that money.

Mr. Wilkerson: That's true, but why are you not using that \$100,000 to lower the fees that you are trying to increase?

Mr. Pawelczyk: I think the answer, from a CDD standpoint is, "*The BCA gave us \$100,000 to build a pavilion on CDD property.*" That's the purpose of the funds.

Ms. Witcher: You don't need to say anything else, because you are not going to be able to answer everybody's questions and you are not going to make everybody happy. The reason for this assessment is lake bank restoration and roadway enhancements. It's not like you are building a pool or putting in a giant playground or buying the golf club. You are putting in stuff that needs to get done.

Mr. Pawelczyk: Critical infrastructure.

Mr. Showe: Absolutely.

Ms. Hill: Our attorney told us that those monies needed to be used for a common good. You could not identify where those monies have come from individually and give it back to each individual person that now lives in this community, because many of the people that continue to pay it, no longer live in the community. We have a legal opinion saying that we need to do this for the common good.

Mr. Pawelczyk: What Jan said, is it's not like the BCA can give us the \$100,000 to do lake banks, because while that does benefit the entire community, because the lakes are part of the stormwater system, it does have an incidental aesthetic effect on those people that live on the lake; whereas this is open to access for the entire community. Good point.

Mr. Showe: Is there anything else on the budget?

Mr. Bosseler: That was a good point.

Ms. Witcher: If it's \$5 they are going to complain.

C. Consideration of Agreement with DSI Security Services to Provide Security Services

This item was previously discussed.

D. Discussion of Petition from Windsor Residents

Mr. Showe: We received a request from the Windsor residents, which we included as part of your agenda. For purposes of the record, the resident emailed the entire Board, two or three weeks ago, and I spoke with her personally, to let her know that the lakes cannot be lowered. The lakes are set to their own individual levels by the control structures that are on the lake. I made her aware of that. To the extent that you want to have any discussion on this, you can, but it's really up to the Board.

Mr. Darby: Does the lake bank restoration effort affect this particular property?

Mr. Showe: No.

Ms. Samitas: What was the original question?

Mr. Showe: It was about the drains getting clogged on the roads during heavy rain.

Ms. Samitas: I don't know if you want to talk it about it now or not, but we did speak to the homeowner. There does seem to be a lot of flooding in that area, so it could be maintenance items like unclogging the grates from the debris. There is a lot of maintenance that is attached with these ponds. We have to send someone out there to look at the control structures, to make sure that they are cleared out, so water is getting through them, and on the other end to make sure those pipes are jetted. Other than that, you can't lower the ponds. There is only so much storage above the water table. The solutions for stopping flooding on the roads, is to get into more expensive avenues like dredging and pump stations. I don't think you are ready to look at that, because you can only get so much out of these lakes in terms of storage.

Mr. Mills: When you have two inches of rain per hour, it's going to flood no matter what. It floods all over Baytree.

Ms. Samitas: I've been comparing the aerials of the limits of the ponds to what was originally permitted, and there are some anomalies, but for the most part, you haven't lost a lot of volume. A lot of the vegetative areas might have become more vegetative, so you can't notice it that well in an aerial view because it's a wetland.

Ms. Witcher: So we are not allowed to go in.

Ms. Samitas: Not under a conservation easement.

Mr. Mills: One of the things, Wayne, that you need to get to your VMs, is that I still see a lot of people putting their garden rubbish in the drainage areas, so when we have a pouring rain, the water goes right to the grates. Maybe we need to remind residents to not put their garden trimmings in the gutters.

Mr. Wilkerson: I will put it in the next newsletter.

Mr. Showe: I was going to note that the phenomenon she described, where leaves get on top of the grates, happens throughout the community. It's more of a function of the type of roadside drains that you have here, as opposed to the P-Top, which allows things to flow more freely. The type of drains that we have just collect debris. Whenever we know that there is going to be heavy rain, we always try to send the landscape crew through as soon as it's over, so that they can try to sweep those off as much as possible, but it's a function of what happens.

Mr. Scheerer: We do the best we can in advance of any hurricanes or tropical storms.

Mr. Mills: If we don't have those kind of grates, the garbage is going to go down in there, and we are going to have to unclog the pipes and incur a greater expense.

A resident: I noticed that the golf course mows all around the lakes. Do they own the lakes?

Mr. Showe: Just the front irrigation pond. They are responsible for the lake banks on any lakes that border their property. The CDD doesn't maintain the lakes here, because there's no benefit to the residents. We maintain our lake banks that are on the common area.

Ms. Witcher: Where there are houses.

Mr. Showe: Right.

The resident: I'm on the tee and they mow in front of it, so they are responsible for the lake bank.

Ms. Witcher: Yes, where it hits your house.

The resident: Where it starts getting up higher, I call them, not you?

Mr. Showe: No. The lake is ours, but they take care of the bank. Its two separate pieces.

Ms. Witcher: The height of the lakes is controlled by the St. Johns Water Management District (SJWMD). We are not allowed to touch it.

The resident: That's what I understood.

Ms. Hill: Ultimately, where do all of these ponds drain?

Ms. Samitas: Into the wetlands.

Ms. Witcher: If it is at flood stage and over, where is it going to go? It's been at flood stage for a very long time.

The resident: Residents are complaining about the lake. Every time we had a hurricane, tree branches float down the street and stop at the drains.

Ms. Witcher: The homeowners in that area know what to do and get out the rake, but now we have some new homeowners, so we have to break them in.

Mr. Showe: The CDD does the exact same thing, especially at the back gate.

Mr. Showe: At this time, if there is no further action that the Board would like to take, we will move on.

E. Discussion of Speed Enforcement

Mr. Showe: There was a request to add this item to the agenda.

Mr. Mills: I took it upon myself to send to Sheriff Wayne Ivey, since I know him personally, an email. I have not heard back from him yet. Wayne recommended in an email, that the BCA and one of the Board members, should have a committee to look at what we could do to alleviate the speeding in Baytree. I think it might be a good idea. We tried a lot of different things and it hasn't worked. I was in a community in Vero Beach, a couple of months ago, and they had speed humps made out of the same material in their roads.

Mr. Scheerer: It slows you down about two miles an hour.

Mr. Mills: Maybe we should look at that. I think Wayne had a great idea, which is that a member of the BCA, a member of the CDD and a resident, digest what is going up and come up with some ideas and bring it back to the Board for us to look at.

Mr. Darby: Mel, correct me if I'm wrong, but speed bumps have been discussed many times, but yet it's always been deferred. There might be other alternatives. I don't know. Speed bumps are not going to be received enthusiastically.

Mr. Showe: Especially by those folks who are going to be living right next to the speed humps. The only community where speed bumps are effective is a main street that has no houses on it. If you put a speed bump in, someone is going to hear the squealing of brakes all night long outside of their house.

Mr. Wilkerson: I differ with that, Jason. We put speed humps in another community, up and down the street, and there was never screeching. It really was effective. They are fairly easy to go over. You just can't go over it at 40 miles per hour.

Ms. Witcher: What is it going to do to our drainage?

Mr. Pawelczyk: They design them so that the water flows around them.

Mr. Mills: Instead of the Board taking our time, let's have a committee get together with Wayne, and they can come back to the Board with a recommendation.

Ms. Witcher: Do you want to do it?

Mr. Mills: I don't mind doing it.

Mr. Wilkerson: Sounds good.

Mr. Mills: Does any resident want to help on that committee?

Ms. Fox: Sure.

Mr. Darby: Wayne, as a matter of clarification, a speed bump is designed to bring a car down to under 5 miles per hour, whereas a speed hump would allow a car traveling 15 miles per hour without any necessary problems. Right?

Mr. Wilkerson: That's right.

Mr. Pawelczyk: Just to be clear, before we answer any other questions, this is not a committee of the CDD. You are asking Mel to work with the BCA and residents.

Ms. Witcher: As an interested party.

Mr. Pawelczyk: To gather some facts. It may not be a CDD issue. It may be a Sheriff issue.

Mr. Bosseler: Could we add a member from IOB?

Mr. Showe: Absolutely.

Ms. Wagner: I would be glad to represent the IOB.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: We are still waiting for pricing for the fountain LED light replacement; however, the front is lit up. We are still waiting for some lights at the back. The pool box electrical improvement has been completed and the box was replaced, so we should be good to go when the pavilion is installed.

Ms. Witcher: How many amps?

Mr. Showe: I'm not sure.

Mr. Scheerer: It's probably a several hundred-amp panel.

Mr. Showe: Its new. The old one is corroded.

Mr. Darby: At the last meeting, one Supervisor's request was to have estimated completion dates.

Mr. Mills: That was me. That would be great. As I mentioned at the last meeting, I suggested that we say the date that the equipment was ordered on, the expected arrival date and the expected installation date. That would help all of us.

Ms. Witcher: On that form?

Mr. Mills: Yes.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything that we haven't already discussed today, other than that you should've received your Form 1 in the mail.

Ms. Witcher: I didn't receive one.

Mr. Bosseler: I received it a week ago.

Mr. Pawelczyk: If you need one sent to you, Jason can email it to you. I don't know if Brevard has the ability, but Miami-Dade and Broward have the ability to email it to you. You might want to check with Brevard. I received mine from Broward County, and there was a separate sheet that said, "You can email a separate PDF."

Mr. Bosseler: You can email it back.

Mr. Pawelczyk: I just wanted to mention that. Its due on July 1st. Make sure that you complete it. They will start fining.

Mr. Darby: Some of us will be filing a petition for re-election in November.

Mr. Pawelczyk: Fill it out and take it with you.

Mr. Darby: Do we still have to submit it by July 1st?

Mr. Showe: Yes. The July 1st deadline is for your current term.

Mr. Pawelczyk: If you received a Form 1 in the mail, and are going to qualify in the next week, fill it out and take it with you, because they are going to make you fill out that same form. Then you are complying. Just make sure that you keep a copy of it and note the date on your

copy. For example, I take mine to the Supervisor of Elections and they stamp my copy for me. Do the same thing, so that way, if there's ever any question. That's all.

ii. Engineer

1. Discussion of Lake Bank Contract for Fiscal Year 2018

Ms. Samitas: I had two main tasks to work on, which was the paving and lake bank restoration proposals. We received one of the two and are working on the second one.

Mr. Showe: I provided just the proposal.

Ms. Samitas: The map gives you an idea of what we discussed. I met with Goodson Paving onsite last week, and he provided us this proposal after the walk through. It includes the western edge of pavement in Baytree, all the way to the Clubhouse. You may notice as you drive out of here where the curb changes. Linford Court is included.

Mr. Mills: It doesn't include the parking lot.

Ms. Samitas: No it doesn't. Was it meant to?

Mr. Mills: I thought that we discussed that. It was supposed to be included.

Mr. Darby: There was supposed to be paving of the streets and parking lot at the same time, to make use of the equipment being onsite.

Ms. Samitas: I can discuss that with them and get a quote. I wasn't aware that you wanted to do the parking lot.

Mr. Showe: We can get something for the August meeting. I know that the intent was to wrap up both of those projects at the same time.

Mr. Darby: As we mentioned before, at another meeting, we wanted to make sure that the pavilion was constructed prior to the paving, because you don't want construction vehicles over the fresh pavement, so we need to coordinate the timing.

Ms. Samitas: That's a good point. I asked them about a schedule, and the soonest that they would be able to come out here to do anything would be the second week in July, which is no good.

Mr. Darby: That's no good.

Ms. Samitas: Why don't I get a quote from them and discuss the mobilization concerns, and see if he can schedule that out to later. Remind me again, with the construction and the pavilion, what date you were looking for?

Mr. Darby: That's a good question, because the Project Engineer left the construction company, so we need to determine what the new schedule is. As soon as I have that, I can send it to you.

Ms. Samitas: Very good.

Mr. Darby: I would say conservatively, after hurricane season.

Mr. Showe: We should hopefully have something for you by the next meeting.

Mr. Mills: Maybe for the audience's benefit, paving Baytree Drive, Old Tramway Way, Linford Court and National Drive is \$58,889.25. So, you can see that money is being spent in capital projects. The County does not pay for that. We pay for it.

Ms. Witcher: We have three trucks that come through on Tuesdays. Maybe we can do the paving around that, unless he wants new trucks on top of the new pavement.

Mr. Showe: They typically do one lane at a time. I think that's how they mobilize it.

Ms. Samitas: They can't shut down completely.

Ms. Witcher: The cul-de-sac is the problem, but if we know ahead of time when they are coming, we can notify them ahead of time.

Mr. Showe: When we get a little closer we will address it.

Ms. Samitas: I'm not sure how they do that.

Ms. Witcher: We coordinated it so he started on a Wednesday.

Mr. Showe: Chris has done that a few times.

Ms. Witcher: We get garbage pickup on Friday and we can work around that, but my concern is Tuesdays.

Ms. Samitas: I will mention it. I'm sure that he has handled that before. The second item, is that I met with Bill Anderson, the contractor/owner on Monday afternoon and we looked at the lake banks on Lakes 1, 4 and 5, which are in the schedule to be completed in 2018. There were no major surprises. He just wanted to put his eyes on it one last time before he issued a proposal to me. He verbally agreed to give that to me before next week. I will pass that on to Jason as soon as I receive it.

Mr. Showe: So that we don't have to wait until the August meeting, we should get a contract signed and get him on our schedule. If the Board is amenable, we would like to have a motion to approve a not-to-exceed of \$30,000 for lake bank restoration, in accordance with the District Engineer's recommendation. We have the contract ready, so as soon as we have the

proposal, we can fill that out. That way we can make sure that he is lined up and on schedule, so we don't have any further issues.

Mr. Mills: Is our District Engineer comfortable with \$30,000?

Ms. Samitas: I do not anticipate that it will be any more than \$30,000.

Mr. Darby: Just a point of order, in the 2018 budget, we had \$15,000 allocated for lake bank maintenance, right?

Mr. Showe: That's what we budgeted. If you look at the current budget, I increased that to \$30,000 as projected expenses.

Mr. Darby: So the presumption is this is going to be our 2019 budget, not 2018.

Mr. Showe: No. This will be out of the 2018 budget.

Mr. Darby: So we will overspend the 2018 budget by \$15,000.

Mr. Showe: Yes. If you look at the project, I projected \$30,000 to be spent, but we budgeted \$15,000. That was the old amount. Now we are looking at the new amount.

Mr. Darby: I just want to be clear.

Mr. Showe: Absolutely. No, you are correct.

Ms. Witcher: Now we are on schedule with the roads and lake banks. We are not going to be behind all the time trying to fix them.

Mr. Showe: Right.

Ms. Samitas: Do you need backup data for the lake bank schedule for your August 1st meeting?

Mr. Showe: No. I think we will just take care of this one for now. Obviously, that can change.

Mr. Darby: In a previous meeting, you were going to provide a seven-year schedule for lake bank restoration. What is the status of that?

Ms. Samitas: That's what I was talking about. I have a schedule in a spreadsheet format, going to 2025.

Mr. Showe: If you send that to me, I can forward it to the Board.

Ms. Witcher: Thank you. That was a lot of good work.

Mr. Showe: We need a motion not-to-exceed of \$30,000 and allowing the Chairman or Vice Chairman to execute that contract.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, approving a not-to-exceed amount of \$30,000 for lake bank restoration, in accordance with the District Engineer's recommendation, and authorizing the Chairman or Vice Chairman to execute that contract, was approved.

Mr. Showe: Is there anything else?

Ms. Samitas: No.

iii. District Manager's Report

1. Field Manager's Report

Mr. Scheerer: Some of the items were discussed earlier. The pools are operating properly. Staff inspected the restrooms. We had an incident where the breaker tripped for the main circulating motor. I met with the pool contractor and showed him where the key is in case it ever happens again. A different person is taking care of the pool, even though it's the same company. We reset the breaker and they came back out to clean the pool and got everything up and running. An issue was discussed earlier about vandalism at the pool. Kids, most likely resident's kids, were throwing pool furniture into the pool. Security was able to handle that. The new gate wasn't closing. Apparently, there was an issue with the screws on the brackets. ACT came out and didn't charge us anything to re-install bigger screws to hold the new hinges in to support the closure that was installed. We installed LED gate arms at the rear gate. Staff is still installing access stickers on resident's cars. Staff has been out here at least three times in the last month, for a golf cart hitting the exit gate at the front gate and an incident at the rear gate entry. A couple of times we came out for that one, because people were tailgating. As discussed earlier, the good news is that they are using nylon nuts, as opposed to regular stainless steel. Had that been on there, we probably would've been replacing a brand-new gate arm. I was able to reconnect the power to the LEDs and re-install the gate arms each time. There is a \$150 fee if we catch the violators and there's no damage. As I discussed earlier, there was a landscape vehicle last Friday that hit it, and we will be sending them an invoice for that. That goes directly back to the District. ECOR is doing a good job on the lakes. We are aware of hurricane season. We are in communication to make sure that the outfall structure is being taken care of. We are continuing to meet with the landscaper every two weeks, per the contract. They installed new sod, finally, along the lake where the trees were removed. The dead palm tree at the parking lot for the tennis court and pool area, was replaced. There were also some additional landscape

plants. We installed some on Kingswood that died. They also took a pH sample, per the contract, and we are waiting for the results of that. All of those plants seem to be struggling. They are still registering a 10 on the moisture meter, so that probably has a lot to do with it. We are hoping to get some additional information from the pH sample, to supplement that with some additional fertilizer or something to help with the growth of those new plants. The fountain timers are working. All of the monument lights were tested and are working. We had to replace a monument light and we replaced with two new LED lights and will continue to do so. Staff ended up having to put up the message board for the meeting notices. Security didn't do that. GMS did.

Mr. Darby: Alan, is the pool gate accessible 24 hours a day?

Mr. Scheerer: Residents should not be able to enter 24 hours a day. There should be a timer.

Mr. Darby: I just wonder with this vandalism, if the timer is working.

Mr. Scheerer: It may not be a bad idea, at some point in time, to pull cards and issue new cards to everybody. We can do that relatively easily. We would have to buy the cards, obviously, but if there is a master set key card for myself or a pool provider, maybe security would have access to the gatehouse through the actual keycard system. Most of the time, we find that kids are jumping the fence.

Mr. Darby: I'm just trying to make it more difficult.

Mr. Scheerer: Absolutely. That's all I have.

Mr. Mills: By the way, I've gotten three positive remarks on the gate arms. People like them.

Mr. Scheerer: I forgot to add to my report, a request to find out the cost to replace these new LED gate arms. A 12-foot gate arm is \$820 and a 15-foot gate arm is \$933.

A resident: Is there a video camera at the pool?

Mr. Scheerer: No.

Mr. Darby: I asked Jason to re-look at that again, to see if we can get a system that the guards can access.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have checks 53180 through 53206 for \$47,502.42, Check 74 from the Capital Projects Fund for \$11,350.05 and April and May payroll for \$1,847, for a total of \$60,699.47. Alan and I can answer any questions about those invoices, if you have any.

Mr. Mills: You missed the interest on our late paychecks.

Mr. Showe: I apologize.

Mr. Bosseler: I didn't receive any copies of paid invoices.

Mr. Showe: It should've gone out with your agenda package, but I have them.

Mr. Mills: There is an invoice from Access Control Technologies for a gear reducer arm for \$2,000.

Mr. Scheerer: That is the entire mechanism that is inside of the gate arm that we had to replace in order to put the new LED arm on the exit gate.

Mr. Mills: Is that at the front gate?

Mr. Scheerer: Yes. In order to have the 12 aluminum gate arms, we had to change the gear reducers on those.

Mr. Mills: I understand.

Mr. Showe: I think we talked about it at the last meeting. They were going to replace that part anyway, and we had them wait until we went with the LEDs so that we didn't have to replace it twice.

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

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. You are 98% collected on your assessments, so probably one or two tax certificates will be sold. Once received, we will be well over 100%.

Ms. Witcher: Wells Fargo is having financial problems. Are we covered, because we have \$300,000 in that bank?

Mr. Showe: We feel comfortable with using them as far as our governmental accounts. We have them in several of our Districts, and haven't had any challenges, but if the Board would like to, we can direct staff to move funds out of there.

Ms. Witcher: What do all of you think? I am hearing that a lot of their Midwest banks are folding.

Mr. Mills: Are you comfortable with them?

Mr. Showe: We haven't had any issues.

Ms. Witcher: Is it FDIC covered?

Mr. Showe: Yes. We have governmental coverage too.

Ms. Witcher: Normally, is it \$125,000?

Mr. Showe: I think it's \$125,000.

Ms. Witcher: Does it cover \$300,000?

Mr. Showe: I don't know if it will cover the full amount.

Mr. Pawelczyk: We can get their accounts checked.

Mr. Showe: We will check it. If there are any concerns, then we will pull out what we need.

Ms. Witcher: Just be aware and watch it.

Mr. Mills: What kind of account?

Mr. Showe: Checking. Before we go to Supervisor's requests, we received an email from a resident, Mr. Bowman. I don't know if the Board wants to discuss that.

Mr. Darby: Is there any response?

Mr. Showe: We would never recommend that you get into custom installing particular plants in one spot for a resident, because then his neighbor is going to want a different plant across their view, and you get into a lot of challenges, with not only the look, but increased costs of maintenance from our landscaper, plus there's no warranty. I think we need to let the Board make their determinations. If you don't want to put in plants, then plants won't go over there.

Mr. Mills: I had a phone call before I came to the meeting from a resident and it wasn't Harry. It was another resident who wanted to know what the Board's action was going to be on that lake bank. Apparently, a storm last night blew over one of the Myrtles that are over there. He happened to walk over and said that all of those are way beyond date. It is his wish that we, as a Board, look at letting the bank go and do nothing with it, at all, other than maybe planting some clumps of Bamboo on that side of the bank, and maybe some ornamental grasses. That way, we don't have to maintain it at all. He was thinking of putting his house on the market. One of the people that came to look at the house, said "*Oh wow, is that part of Baytree.*" He

said, *"No, that has to be Suntree."* I said, *"Well, it doesn't look too good"*, because those houses are a lot less expensive. I'm only relaying. I'm not giving my thoughts one way or the other. I'm only relaying what his opinion was on the call. He would like for us to do something, but nothing elaborate. He said, *"I prefer to see it go and we don't have to maintain it at all anymore."*

Ms. Witcher: Did the homeowner that lives behind it, take out the dead tree laying on the ground in Suntree?

Mr. Mills: No. It's our property.

Mr. Scheerer: I don't know that Bamboo would be a viable plant to re-plant, because it's invasive .

Mr. Mills: Not the clump. If you go up I-95, they planted the clump.

Mr. Scheerer: On a stormwater pond?

Mr. Mills: No.

Mr. Scheerer: I would have to look at the Water Management District permit, which is why you probably ended up with a bunch of Wax Myrtles that were planted originally, and then at some point, when Lou was on the Board, we did try to add some Crepe Myrtle over there. That's the extent of whatever was planted or re-planted on the bank, since I have been involved as your Field Manager. I just don't think that bamboo would be a viable plant, any type of bamboo, but we have to check with the SWFWMD.

Mr. Mills: We might want to do that. I know they planted them along I-95 north, on the right-hand side. The Space Coast Credit Unit has them on their side.

Ms. Schoonmaker: The ones at the Space Coast Credit Unit had blown over and are now laying on top of the fence. I'm with you about the Bamboo.

Mr. Darby: Should we refer this to the landscaper and have them make a recommendation?

Mr. Mills: We've done that so many times.

Mr. Showe: We presented several different options that range from a couple of hundred thousand dollars to about \$50,000. If the Board is amenable, I can reply to Mr. Bowman that the Board is inclined to not allow any further plantings.

Mr. Mills: What if we planted ornamental plantings on that bank and then just let it go, because there are some water grasses that you can plant? Then we don't have to mow it, maintain it or do anything with it?

Ms. Witcher: What happens when the water comes up over it?

Mr. Scheerer: We would have to check on the permit to see what our permit obligation is. We can probably reach out to ECOR and they can probably pull the permit to see whether we can or cannot maintain that.

Ms. Samitas: It is not going to be maintenance free. You are always going to have to do something, like cutting them down, because they will start to grow into your pond.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: What about the solar light for the rear sign? You didn't do anything.

Mr. Scheerer: We are working on it.

Mr. Mills: What is the timeline? It will be installed next week, right?

Mr. Scheerer: Yes sir.

Mr. Mills: I don't know about the other Supervisors, but I would like to have, at least bi-monthly, a running budget summary, so I know what I can and cannot do in the future. It would be so easy for me to just look at that and say, "*I spent that amount of money.*" I don't know if the rest of the Board would like to have that or not, but I certainly would.

Mr. Showe: Let me work with our accounting group and see what we can come up with. It might be something simple and not overly complicated, but it will serve your purpose.

Mr. Mills: Very good. For the audience's benefit, we are going to be re-working some of the landscaping at the monuments to make it more attractive. A lot of the monument growth has been there ever since the community has been developed and are getting old looking. The monuments that have not been touched are the ones in the front. Jason and I are going to be doing that.

Ms. Witcher: I like the fact that there's grass there.

Ms. Hill: Could you revisit Tropic-Care's contract? Why were perennials planted at Balmoral? They were dead within the week.

Mr. Mills: Jan, I'm having a real issue with Tropic-Care. Alan, Jason and I discussed this. I looked at some of the plants and showed it to them. The fronds are brown. They are not

being trimmed. I am going to look at another company and have them come in and visit with Alan, Jason and I, and go through the entire community to give us a price for the contract that is currently in force, because I am not happy.

Ms. Hill: In the Viera area, I see much nicer plants coming down Murell Road than I see here.

Mr. Mills: I told David, *"You live in this community and it looks like a garbage can compared to Viera."*

Ms. Hill: Are we paying them less?

Mr. Mills: I don't know.

Mr. Scheerer: Viera is a bigger area.

Mr. Mills: They have a much bigger area. A lot of their men are over there all the time, full-time. I'm working on it.

Ms. Schoonmaker: Are you pleased with your landscaper in IOB? They keep the entrance looking good.

Ms. Hill: They don't do any planting.

Mr. Mills: There's a company that was recommended called Paradise Commercial Landscapers. They do the community on Viera Boulevard and its pristine. On beachside, there's a community that I looked at that they are doing. It's beautiful, so I'm going to get a quote from them. We are going to meet with them.

Ms. Witcher: Darrell lives here.

Mr. Mills: You mean Darrell Goolden.

Mr. Showe: We provided him the contract in the past, per his request, and he declined to bid.

A resident: Can you put out a Request for Proposal?

Mr. Mills: Yes, we can.

The resident: Instead of going to this company, you can put out a RFP and several people will bid on it and we will get the best bidder. Tropic-Care was not the low bidder last time, but they got the job. I don't know how that happened.

Mr. Showe: Are there any other Supervisor requests?

Mr. Bosseler: I would like to compliment the golf course for the upgrades that they put in. In the last 30 days, they have done wonders with the golf course. I hope that they continue what they have started. It's really nice.

Mr. Darby: There was an outstanding issue from the prior meeting about the sign at the front gate saying "*Be prepared to show ID.*"

Mr. Scheerer: We just received the proof and I authorized it. We have a place for it already, and it will be installed.

Mr. Darby: It's reflective?

Mr. Scheerer: Yes.

Mr. Mills: Will there be solar lighting?

Mr. Scheerer: No solar lights will be there, but there will be lighting there.

Ms. Witcher: I have one request. You were talking about a security form that we are all going to have to provide to our vendors. Do you think you can have a prototype of that, so that we can go ahead and look at it? It would be nice to have a hard copy. That way they know what they are looking for.

Mr. Darby: I was hoping that most people would do it online.

Mr. Showe: It also has an app, so you don't even have to go to your computer. If you have a smartphone, you can do it right through your phone. It's pretty nice.

EIGHTH ORDER OF BUSINESS

Public Comment Period

Mr. Showe: At this time, we will take audience comments.

A resident: If the Sheriff is coming out, why do we still have speeders?

Ms. Witcher: We've had speeders for 25 years.

The resident: They are only giving warnings. It doesn't seem to be doing any good.

Ms. Hill: They go slow when the Sheriffs are there.

The resident: What about the Citizens Patrol? Do they have any authority to give out tickets?

Mr. Mills: They observe and then just call it in. Like I said, I sent Sheriff Ivey an email requesting that he instruct his officers to give more tickets and warnings, and asked for him to give his input and I have not heard back from him. On a personal note, all of you know John Finafrock that used to serve on this Board. He has been diagnosed with Parkinson's Disease. I

thought that I would share that with the community. He lives north of Charleston, South Carolina.

Mr. Showe: Are there any other audience comments? Hearing none, we need a motion to adjourn.

NINTH ORDER OF BUSINESS

Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman