

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, October 4, 2017 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carol Witcher	Chairman
Maria Hernandez	Supervisor
Melvin Mills	Supervisor by phone
Richard Bosseler	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Alan Scheerer	Field Operations Manager
Timothy Bolden	GMS
Janice Hill	BCA
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: I received a call from Security on the way over. The Manager wasn't able to attend. She has a health concern and is in the hospital. We can open it up to members of the audience who have any concerns about security.

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. I received a call from a friend of mine who is on an HOA of another community in Melbourne, about the Sheriff's Office notifying them about a series of break-ins after Irma. The individuals looked for cars in a

driveway to see if they were unlocked, and if so, they would steal them. These cars are worth a fortune. They would also ring the doorbell, and if nobody was home, they would go into the house. I emailed Mel and said that it might be something that he would want to let the Security Company know. Maybe now is the time to start implementing if we are going to ask people for their Driver's License, to make it harder to get into the neighborhood. Mel thankfully passed that along. I want to tell you about an observation that I had this past Saturday when I entered the community around 4:30 p.m. A car at the visitor gate pulled up, and even though they had no Driver's License, the gate went up and they were allowed access.

Mr. Showe: The only time that should happen is if they have a resident sticker on their vehicle. Security is instructed, if someone comes through the visitor lane with a resident sticker that they are supposed to let you though. I don't know if that's the case.

Mr. Brown: It could've been somebody on the Friends and Family List.

Mr. Showe: It could be.

Mr. Brown: It's something that we need to be cognizant of.

Mr. Showe: Alan and I are constantly working with the Security Company to get them to continue to follow the Post Orders. We will have a discussion of those services later on in the agenda.

Ms. Martin: Linda Martin, 826 Kingswood Way. I'm sorry that my husband Joe couldn't be with us today. I have a problem with Security. I don't know whether we are supposed to call and let them know that someone is coming or not. I've seen a young guy smoking a cigarette. It doesn't look professional and doesn't speak well for our community.

Mr. Showe: If you have someone coming in, we ask that you give them a call. That will help speed the person up through the gate. They will pre-authorize them. If the person is not pre-authorized, they should be calling you, or at least make an attempt to call you, before they come in. We will follow-up with them.

Ms. Martin: There's no consistency. Rick mentioned that people were coming in without asking for an ID. That is a real concern. I've lived here for 14 years and I feel like it's been rather safe, but things happen.

Mr. Showe: Like I said, we are working with Security all the time, but the Board is going to take some direction and maybe change vendors, later in the meeting.

B. BCA

Mr. Showe: Is there a BCA update?

Mr. Wilkerson: Yes. Wayne Wilkerson, President of the BCA. We have three things that we want to talk to the Board about, briefly. The first is that we have the Executive Director and Editor of our new Baytree magazine here with us. She's going to update us on our outside event, which is coming up in November. It is more of party, with lots of food and a drive-in movie. We are expecting 300 people, which we are excited about. It will be a lot bigger than the last one. I would like to have a round of applause for her. She's done a great job. Then we are going to update you on the pavilion project. The Attorneys have done a fantastic job of putting this together, along with Mel Mills who is on the telephone. I would like to thank Mel, Jerry Garvey and Jan Hill. It is all ready to go. I would ask the Board today, to give us a vote of confidence, so we can proceed. If there are no major objectives to the contract, we would like to go from here, so that we can get into the dirty work and find somebody to do it. All of you have had a chance to review the contract. Jan is going to take a minute to review what this is going to look like and answer questions about it, because she's in charge of it.

Mr. Showe: Wayne, the Board has not had a chance to see the contract. Mike has had conversations with the Attorney, who said that they were not ready to proceed, at this point, so we have not provided the Board with it.

Mr. Wilkerson: The BCA wasn't ready to proceed.

Mr. Showe: Correct.

Mr. Pawelczyk: Per Jerry Darby.

Mr. Wilkerson: Mel, is that correct?

Mr. Mills: Yes. However, I have reviewed the contract that was redlined, and I didn't find anything in particular that stood out of line; therefore, I would recommend that the Board go ahead and review and then approve it. Maybe they can do it on their own and call you to get this facilitated to move forward. I think it's a good document, its fair and I think that the Board should go ahead and move towards getting it executed.

Mr. Showe: I think Mike has it.

Mr. Pawelczyk: Just to give you an update, it is pretty much ready to go. In order to complete it, we are waiting for the design, an exhibit, what we are building and where we are going to put it. That's one thing that has not been finalized by the BCA, but they are working on

it. One of the reasons was because of Hurricane Irma. I think that's why Jerry said, "No, we *are not ready to go on this*", because I asked if they had anything done. The second item is the estimated cost, but we are not going to know that until the project is bid. What we told them, and what Mel talked about at the last meeting, was if the BCA has a contractor, or a couple of contractors that they want us to consider, whatever the case may be, that's fine because they are paying for it. The reason for that is so we would have that estimated amount, the top of the line amount, which is what the BCA is going to give us and fund. We will contact the contractor, hire and pay them. That's really all that's needed. As far as I am concerned, other than making those final changes, Mr. Annon and I are done. Once those final changes have been turned in, we can approve the agreement. I'm not sure what the timing is, but you could approve the agreement in substantial form.

Mr. Showe: Which you would have to do anyway because of the blanks.

Mr. Pawelczyk: It's really up to you on whether you want the whole thing to come back to you. We will see what Jan says about the timing. I personally would feel comfortable if you approved the form of the agreement. I can authorize the execution of it by the Chairman, subject to Mel Mills final approval. Of course, Jason and I will look at it. We will let them talk about the timing, because we don't meet every month. Otherwise, I'm comfortable with moving forward, if the Board is comfortable with what I am telling you. With that, I will allow Jan to give an update.

Ms. Hill: The agreement was the one that Mel made reference to. It is the product of both Attorneys. They did a wonderful job putting it together. BCA had their meeting yesterday, and we had a vote of confidence to proceed, based on this document, and it not being materially changed. Our Attorney and District Counsel worked together and came up with a good document, which the BCA is in agreement with. There are exhibits that are part of this document that are blank. The reason they are blank is because we can't estimate the construction cost until we get some bids.

Mr. Pawelczyk: There are the following exhibits:

- Exhibit 1: Description of the improvement
- Exhibit 2: Improvement plans
- Exhibit 3: Cost breakdown/proposal

Ms. Hill: We have a description of what we hope it will look like. We produced a request for quotation, to give whoever is billing a guideline. We started out with a 20 x 40 open air pavilion. The reason we came up with that, is that I did some research. Per person, we need 10 square feet. A 20 x 40 pavilion, could accommodate 80 people. Whoever does it, will do the grading, prepare the pad and place 16-inch diameter footers. This is what Mel suggested. The roof is going to be similar to the pool roof, so that it all blends in nicely and looks like it has been there forever. We specified certain accessories. We had three 52-inch ceiling fans. Does that seem reasonable? We specified four 110 outlets, one of each post, so if you are having a party, you can plug in a coffee pot. Someone suggested at our meeting that we have even more than that.

Ms. Witcher: They can put four outlets in, instead of two.

Ms. Hill: LED security lights are located at each side of the pavilion, with motion detectors, so that they wouldn't stay on too long, but they would provide the security that everybody is looking for. There would also be a water faucet for washing hands or a pot. Whoever wins the bid will be responsible for the architectural design and plans, so we don't have to do that for them. They are going to come to us with that. They are also going to pull the permits and make sure that they are in compliance with all of the regulations. They would do the preparation of the construction site, and provide us with different options of materials. We stipulated that we want low maintenance and storm-resistant materials, to follow Baytree's architectural standards. We give them general guidelines, but we are going to tell them what kind of materials they have to use.

Ms. Witcher: Who is going to do the engineering on the drainage?

Ms. Hill: The contractor.

Mr. Showe: As part of the permit process, they have to go through that.

Ms. Hill: They can't pull permits without meeting those specifications. Somebody asked me yesterday about hurricane standards and the roof. When we originally built, they just updated the standards as a result of Hurricane Andrew. In 2007, they upgraded that, to comply with the current standard. They will have better roofs than probably anyone in this room. Ours were all built prior to that.

Mr. Mills: I apologize for not being there. Is the picture you're showing, the one that Jerry and I have gone over?

Ms. Hill: Yes.

Mr. Mills: I understand that you said the reason for that design was so it would fit in very well with the rest of Baytree.

Ms. Hill: That's correct.

Mr. Mills: My only concern is the water situation. If the County allows us to put in a water faucet at the pavilion, are we also going to have drainage or some way of getting rid of wastewater that process is going to create?

Mr. Showe: Yes.

Mr. Pawelczyk: The other issue that I see, is if the District puts in a water fountain, you think it's easy, but its \$20,000 for a water fountain because it's not near anything. You might want to do it as an option to see how much it is going to cost. The BCA might say, "*Let's get this built and we will fund that later*". It took nine months to get a permit for a water fountain for Dupree Lakes, on the side of a building.

Mr. Showe: It already had water.

Mr. Pawelczyk: It cost \$15,000 to put a water fountain outside of a Clubhouse building that already had water. The process was unbelievable.

Mr. Showe: I would make it an option.

Ms. Hill: Is there anything else Mel?

Mr. Mills: No. I agree that it should be an option, because we have the pool house. My only concern with having an outside water faucet, is if you are not a resident, you could use that pavilion, use the water, but if they have to go into the pool area, they must have a key to get in. That way, its only available to the residents. That may prohibit people from coming in from the outside.

Mr. Pawelczyk: Regardless of that, I think it's important to point out, that the agreement is generic and can be used again. Rob and I both agreed that if we were going to use this again, let's have it, so that we are just adding the project, or we can amend it to add the fountain. I'm not telling you what to do. I'm just saying that it might be better to have a simple agreement for the main project, because we can always add that. We can always say, "*We have a price for that. It's \$15,000. We will give you \$15,000 more and amend the agreement.*" That's just a thought. From a permitting standpoint, these kinds of companies come in with architectural plans. They already have a 20 x 40 building, and they are just changing the roof material. It should be easier

to get through permitting, as opposed to when you add the special items, such as electrical, which is not as bad as adding water.

Ms. Hill: Thank you Mel, for meeting with Jerry Darby and doing all of this.

Mr. Mills: No problem.

Ms. Hill: I have to admit that we took off for the summer. While I was in contact with Jerry through email, they did the heavy lifting on all of this.

Ms. Witcher: It's great that you are doing this for the community. I think it will be an asset.

Ms. Hill: I personally cannot tell you how many people have come up to me and asked when this is going to happen. They are looking forward to having different activities, just like what we are planning for movie night and food trucks. It brings the community together and allows more opportunities for interaction. I noticed that the new subdivision going in west of I-95, like Sonoma, have pavilions. The new communities are promoting that, which makes us look like we are with the program.

Ms. Witcher: Have you decided on how you are going to handle if anyone wants to use it exclusively for an event?

Ms. Hill: Yes. We will probably defer it to Fairway Management, because they are our Management Company. I checked with them. They do that for other communities like Viera East. That will become a way of managing it and making sure that Baytree residents use it and put down a deposit.

Mr. Pawelczyk: Just so you know, this is the first that I heard of this. We would need to have another agreement with the BCA, if the BCA is going to deal with maintenance, rental, etc. In addition, because it's CDD property, if you are going to set a permit fee, that permit fee needs to be approved by the District. We can discuss that down the road.

Ms. Hill: I spoke to Fairway Management, just to get an idea of what other people are doing. It's not really a fee. It is a binder, so that if they leave a mess or break anything, its covered, like anywhere else.

Mr. Pawelczyk: Like I said, I think that's fine. We will figure out, through Jason and myself, how to best handle it.

Ms. Witcher: We are more than happy to do it. I was just trying to figure out all the ins and outs and how that would work.

Mr. Mills: Jerry and I talked about that, and one of the things that we talked about was requesting a deposit. If they didn't clean up, that deposit would be used for cleaning. If it was clean, then 100% of their deposit would be refunded.

Ms. Witcher: That's reasonable.

Mr. Pawelczyk: I agree. I know Jason is not onsite.

Mr. Showe: That's the challenge. We just have to come up with the agreement and make sure, because you can have that in place, but then how do you enforce it and who's going to come out after the party to make sure that they cleaned up?

Mr. Pawelczyk: It could be a Letter of Understanding. Something simple. I don't want to make it difficult, but in terms of rates and deposits, Chapter 190 requires us to approve those as a CDD.

Ms. Hill: Okay.

Mr. Pawelczyk: Just work with Mel. I'm sure that we have plenty of time to get all of that in place before the pavilion is open.

Ms. Witcher: Is the roof the same color as the pool house?

Ms. Hill: It's the same color.

Mr. Pawelczyk: We probably want to have a set of rules. I'm only saying that because if the deposit is \$100 and they do \$500 worth of damage, they owe us \$400. How do we get that money back? One way to do it is to sue them. That costs way too much money, so we turned their gate card off. In order to turn the gate card off, we must have rules saying we can turn the gate card off.

Ms. Witcher: It's complicated.

Mr. Showe: It does get complicated.

Ms. Witcher: It's not as easy as putting it out and saying, "*Everyone enjoy it*".

Mr. Showe: If it is first come, first serve, it's easy.

Mr. Wilkerson: I would assume that the group we have working on that, would assume no responsibility, once construction starts.

Mr. Pawelczyk: They should discuss what the proposed rules are going to be and send them to Jason.

Mr. Showe: Even if it's just bullet points. We can bring those to the Board, let them discuss it and we can build that into the rules.

Mr. Pawelczyk: Figure out who manages and maintains it. It was my understanding that the CDD was going to own and maintain it when it was turned over. We don't have to, but I think the Board had said before, that it would be an asset of the CDD and we are going to maintain it.

Ms. Hill: Right, because it's on CDD property.

Mr. Pawelczyk: Correct.

Ms. Hill: You manage all of the common areas.

Mr. Pawelczyk: It would make sense for the BCA Management Company to handle the permit process, because someone is right across the street. Someone could go over there and pay their deposit.

Ms. Hill: That was my thought. When I was at their office, running back and forth because I'm Treasurer, someone from Viera East reserved their pavilion for a party, so I paid attention to see how the process worked.

Ms. Witcher: Is there anything else?

Mr. Haynes: Jack Haynes, Sandhurst Drive. Does this proposal include benches?

Ms. Hill: It will have tables and benches. We are not asking the contractor to do that. We anticipate that we will do that on our own. Right now, we are just trying to get this finished. I determined the sizes of the picnic tables based on how much space you needed for each person.

Mr. Wilkerson: I would like to hear a motion that the Board approves this, as is. Maybe Michael could help state the motion so we could proceed.

Mr. Pawelczyk: A motion to authorize the execution of the Joint Participation Agreement between the Baytree CDD and the Baytree Community Association, regarding the Baytree pavilion project, in substantially final form, would be in order. The document was last revised on September 21, 2017 and would be subject to final review by the District Manager, District Counsel and Mel Mills, who is the liaison on this project, and the exhibits being provided.

Ms. Hernandez MOVED to authorize execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, for the pavilion project, in substantially final form, as of September 21, 2017, subject to final review by the District Manager, District Counsel and Mr. Mills and receipt of the exhibits, and Ms. Witcher seconded the motion.

Mr. Showe: As an addendum, we will bring the agreement to you for ratification. It's not in final form. We are giving our confidence that we are willing to proceed to move forward with the project.

Mr. Pawelczyk: We are voting on confidence that the BCA will have everything together before your next meeting.

Ms. Hill: Our goal is to have the pavilion in by next spring.

Mr. Pawelczyk: We will be ready for you.

On VOICE VOTE with all in favor, authorizing execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, for the pavilion project, in substantially final form, as of September 21, 2017, subject to final review by the District Manager, District Counsel and Mr. Mills and receipt of the exhibits, was approved.

Mr. Pawelczyk: That being the case, while we are still on this item, Jason will distribute the last version, which we discussed. In case you have comments, it's in substantially final form, and we can still make changes, if you see anything, but I don't think you will. I know that Jerry went through it, to the point where I think Mr. Annon had to tell him no. He reviewed it thoroughly and I know that Mel did too, because we received comments from Mel. I think it's a good document and I'm going to use it in other Districts where we have similar issues.

Mr. Wilkerson: We had a lot of discussion at the BCA meeting yesterday, from a resident about the water issue. I would like permission from the Board to speak directly with the Engineers to see if they have any information that I can distribute.

Mr. Showe: The Engineer is here. I know that he has it covered as part of his Engineer's Report. We can give you his perspective on it.

Mr. Wilkerson: We followed up on our fining process. I think that our group of people have a process in place that is working fine. Last year, we sent out 560 warning letters, and at

the end of the day, eight people did not reply. We are really proud of that, and I think that it shows that everyone is working to keep our home values up. Last but not least, Francesca Mariani is here. She is the Director of the new Baytree magazine. I would like to ask her to speak about our outdoor event for Baytree, which is exclusively for Baytree residents. We are going to have it at the Golf Club and it is going to be a large event. She is creating the magazine and funding it herself. That's the way it works. The only way that she can make a dime is to have advertisers from the neighborhood, advertising to the neighborhood, so people will know what everybody does here. I think it's a good effort to bring everybody together, so everyone knows what everybody does. It always nice to help your neighborhood. She's working with the Golf Club, with Sandra on the magazine and with Martha Schultz who is our Social Chair to bring this to us. I'm going to ask her to discuss that.

Ms. Mariani: Thank you. My name is Francesca Mariani. Yes, we did just start our Baytree magazine. We are in our second issue, going into our third issue and it's very exciting. It's just for the community, its private and exclusive. Just know that everything that is in this magazine is not for public consumption, which is a big deal to us. Sandy has been a big help. Without her help and many others, I couldn't have done it. We are having our first food truck and movie night on the first Friday of November, which is the 3rd. We have two more publications in Brevard County; one for Tortoise Island and the other for The Cloisters. We have been in Tortoise for 12 years and The Cloisters for four years, just to give you an idea of the caliber of what type of magazine we produce. As Wayne said, we will need his help tremendously to invite those who have not yet embraced and/or read the magazine, which I have been promoting. For the food truck event, we are expecting 300 people. We are inviting the friends and family of neighborhood members, and the friends and families of our business sponsors. Currently, there are eight food trucks. They will be bringing their Certificates of Liability to the golf course. It's going to be a great event. We are going to have a few folks offering demonstrations, but all and all, it's a way to bring the community together and have a lot of fun. Lastly, if the CDD would like to contribute to the magazine, please let me know. We cover pretty much everything, but if there is something specific that you would like to talk about, and you want residents to read about, please get with me and I will be happy to include that in the magazine. Thank you for your support.

Ms. Witcher: It was a great edition. Did everyone receive the magazine?

Ms. Mariani: We had some issues with the Orlando Post Office. They were backed up. Most people should have received a copy.

Ms. Witcher: I didn't receive one.

Ms. Mariani: Where do you live?

Ms. Witcher: In Windsor.

Ms. Mariani: Some people in Windsor did not receive one.

Mr. Wilkerson: I will get one to you.

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

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 2, 2017 Meeting

Mr. Showe: The minutes from the August 2, 2017 meeting were included in your agenda package. We made changes that we received prior to the meeting.

Ms. Hernandez: On Page 7, in the fourth paragraph, the words "*too many*" should be deleted. There were several places where Carol and I were identified incorrectly.

Mr. Showe: It's difficult when the transcriber is listening to the recording.

Ms. Witcher: When I listen to the tape, I don't know how they get all of the information, because it's very difficult to hear. We may need to look at a better audio system.

Mr. Bosseler: On Page 2, where Mr. Brown is speaking, the word "*bar*" is incorrect. It's in the next paragraph too. On Page 22, "*Saint Andrews*" should be "*Kingswood*" and "*Mr. Rizzotti*" should be "*Mr. Bosseler*".

Mr. Mills: I did not receive a copy of the minutes.

Ms. Witcher: On the bottom of Page 43, Mr. Showe was referring to the CDD lake.

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

Ms. Hernandez MOVED to approve the minutes of the August 2, 2017 meeting, as amended, and Ms. Witcher seconded the motion.

Mr. Mills: I don't know if I should vote, since I don't have the minutes.

Mr. Pawelczyk: You have to vote “*yea*” or “*nay*”. If you vote “*yea*”, you can move to reconsider them at the next meeting, if you find something in the minutes that needs to be changed.

Mr. Mills: I will vote “*yea*”.

On VOICE VOTE with all in favor, approving the minutes of the August 2, 2017 meeting, as amended, were approved.

Mr. Pawelczyk: If you have a conflict of interest, you can abstain, but you must complete a special form.

Mr. Showe: That’s defined under the Florida Statutes.

Ms. Witcher: So we don’t want to say “*abstain*”.

Mr. Showe: Correct.

FOURTH ORDER OF BUSINESS

New Business

A. Discussion of Suntree Lake Bank Project

Mr. Showe: After the last meeting, we met with our landscaper and had them design a more simplified plan. Their proposal is attached, which is down to \$32,750. There is no irrigation or any warranty on any of these plants, as proposed. What they proposed is to remove all of the Wax Myrtles and put in Red Cedar and Bald Cypress. If you look at the attached map, the black dots are the Red Cedars and the white dots are the Bald Cypress. They are not exact locations. He just did a layout on how he would do that. I have a larger map. We can take any Board direction. There’s no warranty on any of this, because no irrigation is proposed in his proposal. If anything dies, we would not have a warranty on that plant material.

Ms. Witcher: What do you think Mel?

Mr. Mills: My suggestion would be, if we decide that we are definitely going to do this, we do it in phases. The reason I say “*phases*”, is so that we can actually see the reaction from Suntree residents. If we spend \$32,750 at one time and we see them cutting down the trees, I would rather have them cut one or two down and then we take action, versus having them cut a bunch of them down and have to take action again. If we decide to do this, I suggest that we do it in phases and not all at one time.

Ms. Witcher: Have residents seen this new design?

Mr. Showe: Not at this point.

Mr. Mills: The residents have not seen any of it at all.

Ms. Witcher: We should show it to them, before we vote on it.

Mr. Showe: Sure. If that's the direction that the Board wants to take, we can provide it and let them look at the plan.

Ms. Witcher: The \$9,500 is to remove how many plants?

Mr. Showe: A lot.

Mr. Scheerer: I didn't count, but it's a pretty good number.

Ms. Witcher: From what we can see off of the street, there are not very many. I only see two. When I go from Windsor to the end of Bradwick Way, where the cul-de-sac is, you can't see very many across there. The other part must have the trees.

Mr. Showe: It's denser on the other side.

Mr. Scheerer: We can narrow that down, since the direction seems to be to share it with Suntime, at the end of Bradwick. I have to find those numbers.

Ms. Witcher: It would be nice to talk with the Crystal Lake HOA because the area has one tree.

Mr. Mills: I suggest that we send a copy of the proposal, along with a letter saying that we are planning on doing this, and as a result, if they trespass, they will be prosecuted. That way, they know it's coming, before we actually plan it.

Mr. Showe: I think the previous direction is, if the Board proceeds with this plan, we would do that so we don't stir up the hornets' nest prematurely.

Ms. Witcher: You don't want to give them too much warning, because they might protest.

Mr. Mills: They are going to do one or two things. They are either going to protest or cut down the trees.

Ms. Witcher: It's in their backyards.

Mr. Scheerer: It's beyond their backyards.

Ms. Witcher: But they look at it every day, more than the rest of us will look at it. When that area was developed in 1987, those houses were there. When every one of these people moved in here that are complaining about it, they were there when they bought their houses, whether an original owner or a resale. When somebody complains about it, we are going to say,

“That was there when you bought it. Did you not know beyond your property line what you can see is what you see?”

Mr. Bosseler: Does that mean we are going to be doing this every 10 years?

Ms. Witcher: There’s no guarantee on those trees, because there’s no water for them.

Ms. Hernandez: What about the plan where you are putting in plants that don’t need water?

Mr. Showe: This is the lowest maintenance plan that he can come up with. We met with them and explained all of the goals that we were going for. This is not a manicured plan and it’s not intended to do anything other than put plant materials in. Without irrigation, there’s no way for him to provide any warranty. They can’t guarantee that they are going to live without a sustained source of water. If the direction from the Board is to get back to those residents that came and presented at the meeting, we can get some feedback and have them come at the next meeting. I will collect whatever comments I receive back from them and get that to the Board and we can bring it back at the next meeting.

Mr. Bosseler: How are you going to approach that?

Mr. Showe: I think we received an email from some of those residents. We can get it back to them and have it distributed.

Ms. Witcher: I move that we present this plan to the residents of that area and give them an opportunity to review it before we take action on it.

Mr. Showe: We don’t need a specific motion for that. It’s just direction if the Board’s amenable.

Ms. Hernandez: That gives them ample opportunity to review it.

Ms. Witcher: I would like to do that before we send something over to Suntree.

Mr. Showe: I think we would want a plan in place before we let them know that we are doing something.

Ms. Witcher: We don’t want to say that we are going to do it, and then decide that we are not going to do it, because it has gotten so costly. We also have to look at our budget. Are we going to have a budget workshop?

Mr. Showe: Yes.

Ms. Witcher: When Mel gets back?

Mr. Showe: We plan on having a discussion more on the capital projects when Mel returns.

Ms. Witcher: I bought a white board that I'm donating, so that we can list our wants and needs.

Mr. Showe: Perfect.

A Resident: Is this the plan to replace what was damaged by the storm?

Mr. Showe: The background on it is there used to be larger plant material through there, which over the years had died, due to plant life. Some residents on the side of the bank cut the material down. This would be a plan to replant that lake bank, not for any real structural need.

Ms. Witcher: It's for aesthetics.

Mr. Mills: If we decide that we are going to plant it, it needs to wait until next fall when it's cool and we have some moisture.

B. Discussion of RFP Scope for Security Services

Mr. Showe: At the direction of the Board at the last meeting, we started a document for security services. Based on the dollar value of the current contract, we don't have to do a full public bid. The important thing to have from the Board, is to have you guys review at least what we have here, in terms of the scope, and provide us any comments you might have, because this is going to be the foundation when we go out and get bids. We are going to provide them this document, and that is what they are going to base their bids on. Again, we are not required. We may even reach out to a couple of vendors that we know and try to get some pricing, using this document, knowing that it could change. We just wanted to give you an opportunity to review it and provide me any changes you have, so that possibly by the next meeting we can finalize the scope, bring back some bids and make that change, if that's the direction the Board wants to go in.

Mr. Mills: Jason, did you send me a package?

Mr. Showe: I have it for you Mel.

Ms. Witcher: Before we bid that, every homeowner needs to give us a list of their vendors that they regularly have come in, so that Security has an updated list, because so many people moved in and out recently. New people do not know that you need to give them a list of their vendors, so the guards will automatically let them in.

Mr. Showe: As part of the bid, we are requiring a gate access system. At the time, we bring a new vendor in, we would start communicating with the residents to let them know that we have a new vendor, they should use this as an opportunity to update their information, and make sure that everything is valid, so they can update the system. I think it makes a smooth transition. We would more than likely have a whole new system, a new company and different processes.

Ms. Witcher: New residents don't know what they are supposed to do at the gate. I think everyone going in different directions, is part of the problem.

Mr. Mel: Carolyn, the real situation is that each guard does what they want to do and they are not following the Post Orders.

Mr. Showe: Again, we have the document. If you want to, go through it and give me any comments before the December meeting. That way we can finalize it. As I said, because of the dollar amount, we may reach out to a couple of vendors, just to get some preliminary pricing. We don't have to do a full public bid. It's really up to the Board to determine the process and ranking.

Ms. Witcher: When the resident gate is broken and we come through the guard gate, is there a machine that shows that we have a pass?

Mr. Showe: No.

Ms. Witcher: What way would they know that a homeowner was coming through?

Mr. Showe: If you have a resident sticker and you are coming through the visitor lane, they are supposed to open the gate. If not, they should be following the same procedure as anybody else who comes in by saying, "*Hi, how are you doing? Where are you going? Please provide your driver's license*" and write all of that information down.

Ms. Witcher: Do you give a vendor a sticker to get in the gate?

Mr. Showe: I do not. Since they have gotten the transponders, we give out very few stickers now. Most folks don't want an extra sticker on their car, but we have them if they want them.

Ms. Witcher: I was just wondering if we were going to change the vendor, to have a sticker so that they recognize it and it's the same on everybody's car.

Mr. Showe: We can look at having something like that.

Ms. Witcher: That way they won't have to stop somebody that lives there. It's their car and they are going through without having to be stopped. That sounds like a good idea.

Mr. Showe: I think the most important part, is the contract language. District Counsel is going to review it. The scope starts on Page 23 and continues to the end of the document. It details the entire service that they are going to provide. Provide me with any comments that you want to be included when we go out for bid.

Ms. Witcher: Once we get it set up, maybe the BCA can re-emphasize the process in the newsletter.

Mr. Showe: When we get there, we will put something together.

C. Discussion of Proposal from Holiday Lightscares to Provide Holiday Lighting

Mr. Showe: We have a proposal for Christmas lights for the 2017/2018 season. Based on some discussions that we had last year, we asked for two price options. Area 1 is for everything we did last year, which is to decorate the following:

- Four large palm trees; three at the front and one in the back
- Three monuments; front gate and the two ring walls
- Two spruce trees

Mr. Showe: In addition, we had them price out putting in wreaths and a string of LED lights on all monuments throughout the community. I know that there were some issues last year, so we added that to the contract. If the Board approves it for one season only, the price is \$4,240 or \$3,816 for a three-season term, which is a savings of \$400 each year. We discussed this with Mel. \$4,000 was budgeted, so if you do the one-year option, you will spend slightly more than what was budgeted, or you will be slightly under with the three-year option. It is at the discretion of the Board. Christmas lights are discussed every year. I know that everyone has mixed feelings on it.

Ms. Witcher: Mel, do you have a preference?

Mr. Mills: I prefer that we go with the three-year option, as we are saving \$400. It upgrades the community to at least be competitive with what other communities are doing. I think we need to do that, so we can say that we have a nice premiere community.

Ms. Witcher: Do we have a cancellation provision, if something goes wrong?

Mr. Showe: I think Mike would likely draft an agreement.

Mr. Pawelczyk: We have done these for a number of Districts. Just looking at the proposal, if we terminate early, they retain the right to charge a 30% buyout. We usually try to remove it, because you are subject to whatever you approve in your budget. We are subject to annual agreements. If you don't budget it, they don't get paid. We will prepare an agreement, if you decide to move forward, so we need a motion to approve the proposal, and authorize execution of an agreement to be prepared by District Counsel.

On MOTION by Mr. Mills, seconded by Mr. Bosseler, with all in favor, approving the proposal from Holiday Lightscapes to provide holiday lighting, in the amount of \$3,816 for a three-season term was approved and District Counsel authorized to prepare a final agreement.

Mr. Showe: We will get that coordinated.

D. Discussion of Tree Policy

Mr. Showe: After the storm, there was a particular tree that Mel and I looked at, that caused us some concern and changed the way that we handle trees in the District. We coordinated with District Counsel. We did the same thing that we recommended for the BCA, which was to compile a list of recommendations, so we can come up with a structure for a policy. We would bring that back to you later, if something formalized for the Board to approve. We provided Resolution 2013-01, which is what you already approved, dealing with those trees, falling between the sidewalk and the curb. In looking at it, there were some items that were not crystal clear in that agreement, so we wanted to come up with a policy for the Board. The first point, under the recommendations, is that the CDD accept ownership of any tree planted in that area, prior to that resolution. We are not going to maintain the trees, but we request that the BCA enforce that homeowners maintain those trees. We want to make it clear that, although the trees are on property and are CDD trees, we are not going to perform any type of regular maintenance in that area. As part of the recommendations, we would continue to review that area. Regarding any failures of maintenance, if there are any tree maintenance issues, we would refer that to the BCA under those provisions; however, if a dangerous condition is discovered, such as the tree is leaning or its falling on the road, it would fall to the CDD to rectify any dangerous conditions. We are also not responsible for any alleged damage to private property,

which would include damage from the roots, damage to adjacent driveway aprons from those trees and any private infrastructure.

Ms. Witcher: Do we have to cover the trimming of those trees that are on CDD property?

Mr. Showe: We refer those to the BCA, but this makes it crystal clear that this is how we should do this, going forward. It was not crystal clear in the documents, last year. We want to come up with a policy that delineates those items, to prevent questions and back and forth issues in the future.

Ms. Schoonmaker: Sandy Schoonmaker. Our covenants say that we are supposed to approve the removal of the trees, but it's a gray area. The other gray area is if the tree is causing damage to someone's water line, and you accepted ownership of the tree. Does that mean you are accepting the responsibility of removing the tree, and if so, why not?

Mr. Pawelczyk: The law is very clear in Florida, and throughout the country, that if a tree branch or tree root runs under CDD property and onto private property, and damages a root or something on that private property, it is not the responsibility of the person who owns the property where the tree is located. The theory is that a private property owner has the right to trim right down the property line. That's why we are not responsible.

Ms. Schoonmaker: So we do not have to pay to cut the tree down.

Mr. Pawelczyk: That wasn't your question. Your question was who would pay for a tree root running under the sidewalk, onto the private property that damaged a pipe. The answer is that is not CDD property. It's the private property owner's responsibility. The property owner can cut that tree root at the property line, in accordance with applicable codes and rules for tree trimming.

Ms. Schoonmaker: I see that, but if the tree continues to cause damage, who's responsible for removing the tree? We had a lot of people remove trees numerous times because of tree roots. They are not going to go away.

Mr. Pawelczyk: That is the reason this Board adopted the Swale Tree Policy in 2013.

Ms. Schoonmaker: I agree, but who's going to pay to cut down the trees? It's continually causing trouble to sewer and water lines.

Mr. Pawelczyk: They can petition the Board to cut it down, pursuant to the Swale Tree Policy, if its damaging CDD infrastructure.

Ms. Schoonmaker: Actually, we have a tree that's on your property where tree roots are going in my sewer line. If I don't want you to cut it down, what can I do?

Mr. Pawelczyk: You can take action to prevent it from happening. Let's say that you have the same situation, and you decided that you can't take it anymore and want to get rid of the tree? If it meets the criteria under the current Swale Tree Policy, you can ask the Board and the Board can decide to remove the tree. I think the criteria is for damage to District infrastructure, such as roads and sidewalks. If you as a homeowner wanted to remove it, and fund it, you should still come here and ask for approval. The CDD is not responsible to fix your problems. I just wanted to clarify them, because we are constantly facing this issue. You are accepting ownership of the trees on CDD property. We enforce maintenance. We are accepting ownership of those trees that were in place before that resolution, which was adopted in 2013, because that resolution says, "*Thou shalt not plant any more trees in these tiny swales*", except for palm trees.

Mr. Showe: It said no trees.

Mr. Pawelczyk: We are not accepting ownership of them, but it's our problem.

Ms. Schoonmaker: The argument is that the original owner paid to plant the trees and that's where the confusion is.

Mr. Showe: Pursuant to the original resolution, we have to notify the homeowner, at least five days prior, that we are going to remove the tree. They have the option to say, "*I accept responsibility for whatever damage occurred*".

Mr. Scheerer: I will fix your sidewalk.

Mr. Showe: The homeowner has an option if they choose to what to keep that tree.

Ms. Schoonmaker: But they have to pay for the repairs.

Mr. Showe: Correct.

Mr. Pawelczyk: In 2013, the Board at the time recognized that the trees were gorgeous, but sometimes they have maintenance problems. If the homeowners really want to keep it, we at least want to give them notice. The intent of this agenda item, is for us to update the policy.

Mr. Showe: Its more an update of the current policy.

Mr. Pawelczyk: Once its updated and approved by the Board, we have a document that can be included in the newsletter and placed on the website, so it's clear.

Ms. Schoonmaker: Could you send me a copy via email?

Mr. Showe: It's in the agenda. We will put it out of one of our agenda books before we leave. Right now, these are just recommendations. What we put together for the Board are bullet points of what we think should be in your revised resolution. If you concur, at the next meeting, we will bring back an updated resolution that has all of these things in it and any other suggestions.

Mr. Wilkerson: I suggest that you address the safety condition and issues.

Mr. Pawelczyk: I can address that. If the CDD knows of a dangerous condition, the CDD fixes it and removes the dangerous condition.

Ms. Witcher: Do you have one in mind?

Mr. Pawelczyk: If we don't know about it, we can't fix it.

Ms. Witcher: If you walk the neighborhood and see that there's a problem, such as a raised sidewalk, let us know.

Mr. Haynes: It's not the sidewalk. The tree root comes right out of the ground, so there are safety issues.

Mr. Pawelczyk: If there is an issue, and you see it, you need to let somebody know about it.

Mr. Haynes: I just did.

Mr. Pawelczyk: Where is it?

Mr. Haynes: Across the street from 319 Sandhurst Drive.

Mr. Pawelczyk: At the same time, just so you know, the law is very clear. If the CDD's tree is in the swale, for those of you who don't know what a swale is, it's the area between the sidewalk and the street. That's part of the right-of-way (ROW), that's owned by the CDD. If there's a tree in there, and let's say the stump is sticking out and we didn't cut the stump, if somebody walking their dog in the swale and trips over it, the CDD is not liable, because you are not supposed to walk in the swale. There's a sidewalk right next to it.

Mr. Haynes: I'm asking you to address the safety issue.

Mr. Pawelczyk: If there's a particular safety issue there that we don't know about, and it's not obvious, they will probably get around to it, once a year when they do their sidewalk inspections. You just need to let somebody know.

Mr. Showe: Are there any other comments? If you want to look at it over the next week or so, provide me any comments and we can make sure that gets added to the next agenda.

Mr. Pawelczyk: So that I understand what we are doing, we are going to take the old resolution that was adopted in 2013, and replace it with an amended and restated resolution to include these other policies, so if Sandy wants to know what we can and cannot do, they would just refer to that one document. Just so the Board understands, Mel, Jason and I talked about this and came up with these bullet points, in response to resident questions. We are a step ahead of you. Those are good points.

Ms. Schoonmaker: Ownership of the tree was the largest issue, regarding who was responsible for the tree. Thank you.

E. Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2017

Mr. Showe: Their charge of \$3,300 is in line their prior bid and included in your budget for Fiscal Year 2018. There was a change in the Statute, so we are trying to get all of the audits started earlier. We recommend approval, unless there are any comments from the Board.

Ms. Witcher: Why were changes made? Was there a change in the law?

Mr. Showe: A couple of years ago, I think you had to get the audits completed by August 1st and they moved up all audits to be completed by June 1st. Now we have to get the documents signed in October, to make sure the audits are completed on time.

Mr. Pawelczyk: If those are late, we get chastised by the State over and over again.

Mr. Showe: Once you are on that list, we try to complete the audits early.

Mr. Pawelczyk: I'm sure that each of us has Districts that are on the same list, because they are always late; thankfully, that's not you guys.

On MOTION by Ms. Witcher, seconded by Mr. Bosseler, with all in favor, the Agreement with Grau & Associates to provide Auditing Services for the Fiscal Year 2017, in the amount of \$3,400, was approved.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items/Potential CIP Projects

Mr. Showe: The only item that we have on the Action Items List are the benches. We ordered those for Balmoral Park. We are just waiting for the final proposal and then we will install them as quickly as we can. We started a list of the Capital Improvement Program (CIP) projects. I know that we wanted to keep that open for discussion at a later meeting. If you have

anything that you want to add or change, we will include it. We had Kenneth Horn Pressure Washing scheduled to do a soft soap cleaning every six months. He would like to start on October 16th. The cost is \$1,900. We agreed to it, but I wanted to bring it to the Board to see if there were any issues with him doing that cleaning; otherwise, he will proceed.

Ms. Witcher: Subject to another hurricane or flooding?

Mr. Showe: It's always subject to the weather.

Mr. Mills: I think Ken has done a great job. I looked at the sidewalks and I think they are cleaner now that they have ever been.

Mr. Showe: He puts soft soap down and then rinses it off. I will get him started on that. The other item is we received a request from someone who had some pests in the lake behind their home. We received some quotes to treat them, but they are incredibly expensive. It's about \$600 a treatment, just to apply chemicals on top of the lake. They recommend that you do that for a minimum of six months, which equates to \$3,600 as a temporary solution. The permanent solution is a \$6,000 aeration system that goes into the lake; however, it has to be cleaned every two months for \$300, so the total amount is approximately \$6,400. That's only for one lake. You probably have that problem at multiple lakes throughout the community. Typically, these types of pests they have a short life span, and unfortunately that's the price you pay for living on a lake. At this stage, I don't know that I would recommend spending that kind of money to treat one issue.

Mr. Bosseler: What kind of pests?

Mr. Showe: Midge flies.

Ms. Witcher: If you can get your pest control company to spray your yard and your house, you don't have any problems.

Ms. Hernandez: In the one case that I'm aware of, they sprayed, but because they are in the lake, they just keep coming. It has to be treated in order to stop the problem.

Ms. Witcher: I'm not in favor of doing it.

Mr. Mills: I agree.

Mr. Showe: It doesn't seem like there's support for it at this point. We have the proposals, if at any point, you change your mind. That's all I have.

Mr. Mills: Jason, I asked you to come up with a list of projects that we were going to talk about. Why don't you add that to the Action Items List?

Mr. Showe: If you want to do that, I have to get a price for every lake in the community, because the \$6,000 price is just for one lake.

Mr. Mills: Then forget it.

Mr. Showe: That's all I have, unless there are any questions. Not hearing any,

B. Additional Staff Reports

i. Attorney

1. Presentation of 2017 Legislative Session

Mr. Pawelczyk: The only item on the agenda is the Legislative update. There are two changes. The first deals with changes to the Public Records Law. Within the last two years, we talked about public records requests. They are nuisances, where Jason's firm will receive 50 public records requests, one for each District that you know they really don't want. There have been instances where people request public records because they can sue for attorney's fees. I know it's hard to believe that a lawyer might be involved in such a scam, but it does happen. This makes it difficult for frivolous lawsuits to occur. Before the filing of a lawsuit, the custodian of the public records must receive a written request. The court would determine whether the request was for a proper purpose, and if frivolous, the Governmental entity was entitled to receive attorney's fees from the requesting party. In other instances, they would not serve Jason, but serve your Security Company with public records requests. That Security Company may not know what to do with it. Even though we include, in all of our contracts, a public records notice provision, where if you receive one, call Jason. Some of those requesting the records are community activists and their attorney reaped the benefits of it. They were filing these public records requests, and when there was no response, they filed a lawsuit and received attorney's fees. Now under this law, it says that to receive attorney's fees, you need to contact the Records Custodian, which is GMS - Central Florida, as referenced on the website. If you had a public records request, you don't give it to the City Manager. You serve the City Clerk, who is the Records Custodian. If you are doing what you are supposed to do, you are entitled to attorney's fees, because there's no excuse for Jason not to timely respond, and there's no excuse for the City Clerk not to timely respond. There is an excuse if the security contractor or the District Engineer did not respond. It provides some protection for local governments to avoid these nuisance suits, and make sure that public records requests go to the individual, who can

accumulate the public records for you. You can look at this at your leisure and if you have any questions, let me know.

Mr. Showe: On your website, there's a tab for public records. If you click on it, the required language is right there at the bottom of the website with a link to my email address, so there's no question on how you get to me, if you need to.

Mr. Pawelczyk: The second change will never affect the CDD. There is a new law that only applies to those public infrastructure contracts where the State of Florida provides more than 50% of the funding for that project. I think it's safe to say that the State of Florida is not going to fund any CDD projects. It could happen, but it's highly unlikely. It's basically a wage provision that prohibits us from setting wages in construction contracts. I would never include a wage provision saying, "*You shall pay your laborers x amount of dollars*", because that hurts you and you don't get the lowest price. The only reason I put it in there, is that it applies specifically to Special Districts. Those were the only two laws that were passed in the last legislative session. We do that for all of our Districts, and spread the cost over 130 Districts. We monitor the legislation throughout the Legislative Session, update it and in June or July, we prepare the memo and send it to the Board. I think District Counsel for other Districts do something similar. If there are any questions, please let me know.

ii. Engineer

Mr. Ossa: Originally before the hurricane, we were supposed to present the Lake Bank Evaluation Assessment. That is what this is. We had two major events, locally; Hurricane Irma and the rain event of September 31st. I was able to look up the local rain gauges. This area averages about 6.25 inches, and we received it all on Sunday night. There was some rain on Monday, but it still hasn't stopped raining throughout the week. After the hurricane, there was a lot of wind damage. The St. Johns basin was saturated with water and the water has nowhere to go. Alan and I drove around the entire neighborhood, right after the storm event on Sunday, to assess the flooding and any areas of concern throughout the community. Five locations were identified as having issues. One area was at 935 Chatsworth Drive. We will look at that area. The other area was at the corner of Chatsworth Drive and Old Tramway Drive. The wetland is flooding water into the sidewalk and street. The tennis courts were flooded, as well as the driveway coming into the Clubhouse. The fifth area was off of Baytree Drive, by the south entrance, closer to Deerhurst Drive. Regarding Chatsworth Drive, from the email thread that I

received from a neighboring property, that property sits off of Lake 13. Lake 13 ultimately has relief off of the wetland to the south. Obviously, with all of the rain, the relief structure is not letting out enough water in order to bring down the elevation of the lake, so everything is backing up. There is nowhere for the water to go, so it's coming out of the drainage structures. The flooding was consistent and in low areas of the drainage basin, where the structures are, which captured all of the water and carried it to the wetlands. All of these areas that we talked about were in a low spot. The pictures show that the water was high, so it's a concern with their property. There are several ways that we can go about it. The most in-depth way of doing it is to do a Drainage Study with a survey. We would have to model the entire basin, showing all of the water that contributes to that lake, and what the prior Engineer that designed the entire community did, prepare an assessment and a recommendation to the St. Johns River Water Management District (SJRWMD), in order to show what is happening. It's been a number of years, and the capacity that the system was designed for, doesn't have any more capacity for the following reasons. We are asking them to either widen the weir or make it deeper. That particular weir only has 6 inches from the way that the water comes in, to where it goes out on the other end, so there's not a lot of depth. The option would be to make it wider, but it now flows into a wetland, so it's a protected area, and we have to go through the full gamut of permitting with the SJRWMD. That's one option. The other option was adding more dirt, to address the slopes to bring them up, in order to prevent water from getting close to the properties. That would require some machinery to come in to dump dirt, restore it, dress it back and put in sod. The other option is cheaper and faster. That's an option for Lake 13, but it doesn't address the water coming out of the structure. It will only be alleviated by the level of the water on the lake. We can't alleviate the water on the lake, unless we treat or address the outfall. Those are the options that we have. The Board should let me know how you want to proceed on that location. The flooding where the sign going into the neighborhood was located, was trickier, because it was coming from a wetland that was not contributing water into that area; therefore, something is going on with the lake to the north. The CDD would have to be careful, but we can definitely treat around the areas. Again, maybe it's just a matter of putting in some more dirt and letting the water pond up and not letting it go over into the street and into the sidewalk to create the flooding. We would just keep the water in the wetland.

Ms. Hernandez: Like a berm?

Mr. Ossa: Exactly. The golf course is not CDD property. It's golf course property.

Mr. Showe: That's not a lake that we maintain or manage.

Mr. Ossa: On Monday, it actually looked good. You couldn't tell where the lake started or ended. It drained fairly well.

Mr. Showe: I drove through Chatsworth and all of those issues were resolved.

Mr. Ossa: Right now, with the saturation of the ground, it takes more time for the water to recede. We need for it to stop raining for the water to go down. It was still raining today. The standards are that it could hold water for 72 hours, before it actually dissipates. We had a significant rain event and the water was saturated from the hurricane, which exacerbated the situation that we have here today. I met with Sylvia at 407 Berwick Way, to look at Lake 1, which was behind her property. Lake 1 is part of our recommendation for the treatment of all of the stormwater facilities in the neighborhood. Obviously, since I have been involved with the community, going through all of the archives and different design plans, trying to put the pieces together and figuring out the intent of the engineer when he put this together, the neighborhood actually held up well, considering the amount of water. Obviously, there is some level of safety. Having water in the streets doesn't necessarily mean that the system failed, because the water in the street, is part of the entire system; however, over 5 to 7 inches of water in 24 hours, is a lot of water in a short period of time. Overall, it could've been worse. With regards to the lake bank evaluation and erosion, we identified five lakes as the protocol ones. I distributed a spreadsheet, where we identified the locations, the approximate linear footage that it is going to take to restore that embankment and a cost estimate. We used the cost for the work that was completed in 2016, which I believe was about \$40 per linear foot. The cost to do those five areas was \$26,000. Obviously, we will change it, add to it and manipulate it, once we are ready to bring the contractor out to do the work. These are just cost estimates on what that effort will be. With that same spreadsheet, we can build a program to address the next area of concern, just like the abatement program for the entire community. It could be a running spreadsheet to keep tabs of what was done, when it was done and what's next.

Ms. Hernandez: Have you ever tried rip rap around the lakes to prevent the erosion?

Mr. Ossa: I have on aquatics.

Ms. Hernandez: I know an incident where they had a lot of problems with this lake and they put rip rap around it and that was it. Twenty years later, it was still holding.

Mr. Ossa: Are there big boulders?

Ms. Hernandez: Yes.

Mr. Ossa: That's definitely an option, but there's a lot of machinery to bring in, which is costly. Obviously, it's something that we can look into. The only issue that I see with that is, if you put too much stone in, you take away volume from the lake itself, so we didn't want to do that either. That leads me to my second comment. From doing this exercise and from events that we had here recently, I think the issue that the community is having, is a two-part problem. It's the erosion eating up the embankments of the lakes, and the silt that's accumulating in the lakes, taking away the volume of the lakes. The problem is that, usually excavating the lakes again, to bring them to where they need to be, takes machinery, and most of these lakes are surrounded by people's homes, so their lawns will be disturbed. I guess we will have to find a happy medium, between the problem, how to address it and how to make the neighbors happy, without disturbing them too much with construction going on around them. I received an email from Maria about water coming from the golf course during the hurricane. It actually went off of the houses into Eddystone, which doesn't have any drainage. The first drainage structure is some ways away. We went out there again on Monday, to see what had happened and how that location handled the rain. It didn't handle the rain well. There's basically water on the borders of one house. The house sits fairly low and all of the water is coming into the house. I don't know how it works, but the CDD may be able to do install some French drains, some swales, something that would divert the water into Eddystone, and not onto the property. The property is a specific issue, because every other house in that cul-de-sac is higher and they do not have that issue. It's just this one particular house. That's all I have. Does anyone have any questions?

Ms. Hill: Yes. Could you tell us what the five lakes are?

Mr. Ossa: It was Lake 1A, Lake 5, Lake 7A, Lake 13 and Lake 21.

Ms. Hill: Where are the lakes located?

Mr. Ossa: Lake 5 abuts Suntree and Lake 7A is along Baytree Drive.

Mr. Showe: It's off of Bradwick Way and Daventry Drive. We have the same map on our CDD website.

Mr. Ossa: I will send you the PDF. Of course, if anyone has any concerns, let me know and we will go out there. We will evaluate it if we need to. This assessment is not set in stone. It could change depending on storm events like this.

Ms. Hill: When we were originally built, there was no construction west of I-95. It was basically a swamp.

Mr. Ossa: I-95 was there.

Ms. Hill: Yes, but there was no construction on the other side.

Mr. Ossa: I don't think there are any adverse to the construction in the west. It's just that the location of the neighborhood which is literally on the low end of this area. As you know, Baytree abuts wetlands that everyone else is draining into. The wetland is a protected area, so we can't just go in and make modifications to the existing system, without getting the proper permits. There is liability to the CDD, but we make a modification to an existing structure, we will flood somebody else downstream. It is a delicate matter, so we need to have different solutions. Right now, we will try to address the more concerning areas.

Mr. Bosseler: On your chart, you reference seven lakes that need work. They have a dollar amount next to them.

Mr. Ossa: Only six have issues.

Mr. Bosseler: One Lake 8, you have two projects.

Mr. Ossa: There might be different locations for the same lake. The spreadsheet is broken down by lake and lot numbers, to addresses abutting the lakes. We did an approximate measurement to the embankment, at the time when we did it.

Mr. Bosseler: Do you recommend that we wait until we get past the hurricane season?

Mr. Ossa: Yes.

Ms. Witcher: Is the dry season in January.

Mr. Ossa: January would be a good time. It would be less expensive and easier for the contractor to do the work. Any work at this time is not a good idea.

Ms. Witcher: We have a December 7th meeting.

Mr. Bosseler: Let's put it off until then.

Mr. Showe: If you want, you could bring a not-to-exceed proposal back.

Mr. Mills: Put it on the Projects List.

Ms. Hernandez: This hurricane even caused problems with the other lake. In Eddystone, there is a hill on the golf course property. When the water was flowing down, it looks like rivers on each side of a house. The river flowed down and flooded the street.

Mr. Ossa: That particular house definitely has an issue.

Ms. Hernandez: The water was a problem everywhere. That's what the swales are for, which is to get water off the center of the property, to bring it in between the properties and into the street.

Ms. Witcher: I know, but it flooded.

Mr. Ossa: The middle of the cul-de-sac needs to be graded.

Ms. Witcher: I think the problem is the alignment of the golf course.

Mr. Ossa: The golf course definitely contributes to it, but it's the grading in that area. The other houses seem to have berms all around, but this one particular house doesn't.

Ms. Witcher: Could we allow for that, in order to get the water to go around the house.

Mr. Mills: We have to remember that the rain we have been recently receiving, is totally out of perspective from what we could ever expect.

Mr. Ossa: Yes.

Mr. Mills: We had a lot of rain. To my knowledge, a 100-year flood was used to design Baytree.

Mr. Ossa: The way that design works, is for one 100-year event in 24 hours. It's dry after that. We haven't had the case where it continues to rain.

Ms. Witcher: Is that going to affect any other parts of our infrastructure, because we were already having problems with our wells collapsing because of all of this water?

Mr. Ossa: There's a chunk of asphalt missing from drywall by the golf course. They had to close off that driving range.

Mr. Showe: We are going to have to keep an eye on all of the infrastructure to see if the water causes any potholes. I think the wall collapse had more to do with the drought than anything else.

Mr. Wilkerson: I was on Nextdoor and Carol is exactly right. The amount of water was probably the size of a couple of football fields. The standing water during the storm was 30 to 40 inches, which equates to about a quarter of a million gallons of water. The wall broke loose and came down on both sides of our property and the adjoining properties. It took the better part of six to seven hours for the water to subside. Just walking around my house, I was standing in water 8 to 10 inches deep. I'm doing this primarily to keep the water out of my house. My wife put towels down by the sliding glass door, to clean up the water. In looking at the design, first of all, the County approved it. There was some very poor engineering there. I'm an aerospace and

information systems engineer and dealt with a lot of problems like this. The fact that there was a poor design, and the fact that there was a small drain, the water and the landscape were sloping in the opposite direction, so the water never reached the drain. This probably bothers me more than the runoff water, because there was contamination. I will probably go to the County Commissioners and suggest that they look into this. Its either that or this committee comes up with a solution that requires the golf course to re-design it. I asked them once before in correspondence, to consider re-designing that portion of the golf course, long before these storms happened. The water was up to my pool deck, and Maria had the same issue. She probably had four or five inches of water covering her pool deck. The water was pouring down. I thought about directing the water to the street.

Mr. Ossa: Are we talking about Eddystone?

Mr. Wilkerson: Yes.

Ms. Hernandez: Is there any way that we or the residents can get the golf course to put some drains in, so that the water goes into the drains, rather than on someone's property?

Mr. Pawelczyk: The CDD can't because it doesn't impact the CDD's drainage.

Ms. Hernandez: So a resident could go into the golf course?

Mr. Pawelczyk: It sounds like a civil matter between a homeowner and the golf course.

Mr. Wilkerson: The existing drain on the golf course cannot handle the water.

Mr. Pawelczyk: The CDD has no jurisdiction over private property, so we can't dictate what you do on your property and can't dictate what the County does. We are not affiliated with the County.

Ms. Hernandez: Most people don't understand that the golf course is a separate property. It has nothing to do with us.

Mr. Wilkerson: It adjoins my property.

Ms. Hernandez: I know.

Mr. Wilkerson: Especially in normal rains. The chemicals and the seed that they use on the golf course destroyed my yard, because the type of grass that they use on the golf course, is not consistent with what we have around our homes. There are multiple problems. There's a health issue and a management issue. I request that we take this on as an action item. If not, I have no choice but to go to the County Health Department to shut that golf course down. I can shut it down quickly. It's not a threat. It's just something that I feel, we as a community must do

to protect our own homes. The water flow between the houses, in a matter of six or eight days, will undermine the concrete slab, and the next thing you know, we will see cracks on our wall, where the water has washed out the support structure. Now we will really have an issue and our property values will drop because of these types of conditions. It's up to us, on how we want to do this and what we can do. I prepared a brief that covers what I am talking about. I have 13 to 14 items that should be addressed and could be addressed. My response to the Golf Manager, when I told him that we had a problem, was "*Well I don't do that.*" I wrote to corporate and they said, "*Send me what you think*". I did, but there was no response, so they are not going to be very cooperative, because I'm not getting through to the right person. It's disturbing to know that the towels were wet when the water bumped up against the flashing on the doors coming into the house. I'm sure that Maria feels the same way, because I walked out and looked at her property. I walked down to see where water was flowing. The reality is that the slope of the land and the landscape for that area, is facing away from the drainage system. Even if it wasn't, there was water well above my knee, so that tells me that the drain is either blocked, or inadequate to do the job that it was designed for.

Ms. Hernandez: Does the County have any jurisdiction?

Mr. Pawelczyk: I honestly don't know enough to comment on it. The only thing that I can say is that if it's not part of the CDD stormwater system, it's not a CDD issue, because there's nothing we can do. We can't dictate what a private property owner does. It's not impacting the CDD system.

Ms. Hernandez: So the fact is that it's on private property.

Mr. Pawelczyk: That's not what I said. If it's not causing an adverse effect to the CDD's stormwater system, and it's a golf course system problem, which are two separate systems, he should be going to the Water Management District and the County to address the problems between the golf course and this private property. We can't control that system.

Ms. Hernandez: The Water Management District may or may not do anything.

Mr. Pawelczyk: I'm just saying that, because I don't know enough about it, but from what I'm being told, it has nothing to do with the way that the CDD system is designed.

Mr. Showe: That is correct.

Mr. Pawelczyk: It's really not an issue for us, but that doesn't mean that it might not be. From what you are telling me now, it is not.

Ms. Hernandez: It could be because it's going to affect the cul-de-sac.

Mr. Pawelczyk: That's not what we were told.

Mr. Ossa: Its runoff coming from the golf course property, onto the private property.

Mr. Pawelczyk: It's my understanding that, by law, you must retain your stormwater on your property, unless you have a permit to release it somewhere else. Right?

Mr. Wilkerson: Right. There's a small drain, but I have no idea where it goes or what it does, but it's not ours.

Ms. Hernandez: It's not ours.

Mr. Wilkerson: What you are telling me is that the only other solution we have, is a court solution.

Mr. Pawelczyk: I'm telling you that this body can't do anything for you. We only manage, operate, maintain and fund the CDD infrastructure, which is the CDD's stormwater system. We don't have anything to do with the golf course drainage system. There are lakes in this community that look like they are owned by the CDD, but they are not. The front lake, as you come in the gate, is not the CDD's lake, so when people call Jason to say that there are algae in the lake, Jason calls the golf course and says, "*Your lake is dirty. See if you can get it cleaned because we are getting a lot of complaints*". We have no authority to touch that lake. Is that the perfect way to set up a District? No, but these people out here know that the developer didn't exactly leave them with something that they are entirely happy with. If you are going to bring this up, you need to talk to the Water Management District and Brevard County, as they have jurisdiction over stormwater issues. Your solution may be court, if you can't work it out with them.

Mr. Wilkerson: The cost to prevent that kind of flooding is significant, probably over \$50,000. I documented this, and at this point, you have to defend yourself. I did things that I felt like and I will stand up in court, if it comes to it.

Ms. Witcher: Do you have flood insurance?

Mr. Wilkerson: I have all the insurance that I can have. That's not the solution. I don't need to deal with this every time the storm season comes. It's a simple solution. The golf course can actually put a lake in the middle of their course for the runoff.

Mr. Pawelczyk: You need to talk to the Water Management District about that.

Mr. Showe: We have no authority.

Mr. Pawelczyk: This CDD can't tell the golf course what to do. In fact, the reason why we meet here is because they let us meet here. We can't make them let us meet here.

Mr. Wilkerson: Can I rely on your support?

Ms. Witcher: There's nothing that we can do.

Mr. Pawelczyk: There's nothing the District can do to address those issues on private property. If it's part of the CDD's stormwater system, or its going to impact it, or the solution is to include the CDD's stormwater system, that's different, but that's not something for the CDD to address, until the County or the Water Management District comes back to us and says, "*We would like your assistance to resolve this problem*".

Mr. Wilkerson: So you are part of the CDD and the golf course is a specialty property.

Mr. Pawelczyk: No. I am the Lawyer for a CDD that has limited powers under Chapter 190, Florida Statutes. I'm telling you that this CDD has no power to tell the golf course how to address these drainage problems, because those drainage problems do not impact the CDD's system.

Ms. Hernandez: If they destroyed the street, that might be a different matter, right?

Mr. Pawelczyk: It could be, we just don't know. This really isn't the forum to deal with it. This is a civil matter between two property owners.

Mr. Showe: Correct.

Mr. Pawelczyk: It doesn't involve the District at this point, unless he's asking the District to come up with a solution to include that as part of our system, but that would require numerous easements to solve a problem between two private parties. I'm not saying that it can't be done. We will have to find a way. He needs to talk to the Water Management District and Brevard County, because he has issues with the neighboring property owner whose runoff is running off onto his property.

Mr. Showe: Correct.

Mr. Pawelczyk: That's what I think he needs to do. We are going to move on, as this is BCA business and he can talk to us after the meeting. The only business before us is CDD business, not business between two private properties.

Mr. Wilkerson: This is private property, but the water runs into the street and the sidewalk. I receive letters from the community telling me to clean my sidewalk.

Mr. Showe: It's the same function. This Board has no control or jurisdiction over the water runoff issue.

Mr. Mills: Let's move on.

Mr. Showe: We will have the District Engineer bring back some lake bank proposals for the next meeting, so that we can start to take some action.

iii. District Manager's Report

1. Field Manager's Report

Mr. Showe: We emailed the Field Manager's Report in advance of the meeting.

Mr. Scheerer: I want to discuss the hurricane. There was a lot of effort into preparing Baytree in advance of the storm. GMS and Tropic-Care worked in concert with the community. We removed the gate arms, came back out after the storm and did an assessment of the community and put all of the pool furniture back. The pool was closed, until our pool provider could clean the pool, balance the chemicals and make sure that it was safe. I had some question about using the pool if the power was out. The Department of Health dictates under the Florida Administrative Code, that if you have no circulation or flow, you cannot legally keep your pool open. We had a couple of angry residents that were hot because they had no power. That's one of the reasons why we can't do it. Security stayed as long as they could. Before they left the property, questions came up, but they returned as quickly and safely as they could, once their families were taken care of. I know that a lot of employees from landscaping companies, maybe not necessarily here, chose to leave the State and it took a while to get their employees back. Overall, the Hurricane Preparedness Plan, included checking the storm drains back in May and June for debris and working with everybody here. Timothy Baldwin, with GMS, was involved, along with a couple of other staff members. I think everything went well. As far as the Field Manager Report, the pool was closed. They are working to get here before 9:00 a.m. We replaced all of the furniture before and after the hurricane. The pool gates were locked for that reason. We removed and installed barrier gates before and after the storm. After the gates were reactivated and we put the arms back on, the resident gate at the main entrance stopped working. A loop detector failed. It was coincidental. I don't know if it was storm related or not. It took a few days to get the guys out here to replace it. We apologized for the inconvenience. The camera systems are all working. Ecor Industries is keeping the lakes clean. They worked well here before the hurricane and after. The lakes are full, so the inlets are full, which the District

Engineer evaluated. We have been meeting with Tropic-Care consistently. We met with them on Monday, addressing some ongoing damages that are still here from the hurricane. Obviously, the main concern for everybody, was making sure that trees were not blocking sidewalks. We still have some downed trees that we will get to, as we come out to complete the hurricane cleanup. We have some damage on Kingswood Way. We have been dealing with Mike and Dave from Tropic-Care to get the sod and plants replaced. When Christian and I were out here, we were looking at that swale that the Board approved on Kingswood by the Credit Union. It seemed to function extremely well. I thought that I would have water all the way up to the road, but it seems to be performing as designed. The Board did a good job in approving that. A new well was installed. It is working at this time. Some trees are still down on the Suntree bank. I want everybody to know that we are not ignoring those. The problem is that it's so soft over there that we can't get any equipment in. We are calling for a 50% to 60% chance of rain all week. There is another tropical event in the Gulf, so we are not out of the woods yet.

Mr. Showe: That is throughout the property. There were also trees down. They just didn't get to them.

Mr. Scheerer: They need equipment to get back there. The flagpole was damaged during the hurricane. We are planning to get that replaced as soon as possible. The locks on the rear message board were replaced. As Christian said, we met and reviewed all of the lakes on Monday. We had fire extinguisher inspections at both gatehouses. Both of them passed. We have two nets down at the tennis court. We are working to get the poles back up. We know that we have a lot of tennis players who want to play. Some trees were down at the bocce court. I saw some debris there when I pulled in today. Hopefully Tropic-Care removed them. We adjusted all of the light timers after the storm. The sign company was called to come out to straighten and replace a couple of signs. Some signs were turned around. One is down and a couple are leaning. Regarding the main guardhouse roof, I didn't see it today, but a few days ago, it looked like a shingle or two popped up. The contractor was called and they are aware of it. We have additional shingles at the rear guardhouse that were left over from the initial work. I want to thank all of the staff members and everybody that prepped and came back after the storm to get things back in order. We will continue to do that going forward. I would be happy to answer any questions.

Ms. Witcher: The first thing that I want to say is that all of you did a stellar job.

Mr. Showe: Thank you.

Mr. Mills: Alan, were there extra slates left over from the roof of the guardhouses?

Mr. Showe: I talked to John’s Roofing and they are aware of it. They will take care of whatever extra supplies we need.

SIXTH ORDER OF BUSINESS

Treasurer’s Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have checks 52982 through 53020 for \$84,981.68, checks 67 through 69 in the Capital Projects Fund for \$21,852, check 12 in the Pavement Management Fund for \$1,089.50 and \$922.67 for the August 2017 payroll, for a grand total of \$108,845.85. Alan and I can answer any questions about those invoices, if you have any.

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

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. It is unaudited. We collected all of our assessments and are in good shape.

SEVENTH ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Maria Hernandez

Mr. Showe: We received a resignation on August 2, 2017 from Ms. Hernandez, who would like to make it effective November 7, 2017. Unfortunately, this is more of a formality.

On MOTION by Ms. Hernandez, seconded by Mr. Rizzotti, with all in favor, the resignation of Maria Hernandez, effective November 7, 2017, was accepted.

Ms. Witcher: We want to thank you for your service.

B. Discussion of Board Vacancy

Mr. Showe: Obviously with Maria’s term ending on November 7, the vacancy would be effective at your next meeting. Typically, we place an announcement on your website. I can

also send out an announcement through the BCA and have them put a notice out. If anyone is interested, you can send me any letters of interest, or resumes and we can forward them to the Board for their consideration at a later meeting.

Mr. Pawelczyk: Maria might have someone to recommend. As we explained in the past, there's no set way to do this. According to the Statute, the Board must appoint somebody to fill her unexpired term. For those residents, out there that may be interested in doing this, there are some things that everybody has to follow, which you guys are well aware of. There is the Ethics Law through Chapter 212, which usually doesn't come into play too much, because we don't have relationships with our landscape contractor. Most of you are not in that business or have family in this business. There is also the Public Records Law. That's why emails are kept separate. If there's a request, you would use Jason to maintain your emails. He maintains them in his system, so you don't have to deal with it. Of course, there's the Sunshine Law, which some people find difficult to do business, but I certainly don't believe that. I think business needs to be conducted here, which is the intent of the law. Any business that could possibly come before this Board should be discussed at this meeting. The Sunshine Law requires us to take minutes, which we do. It also requires that the meeting be noticed, at a location that is accessible to everybody. The biggest concern that new Board Members need to keep in mind, is the Sunshine Law. We use our Manager to communicate with each other, not in an effort to validate the Sunshine Law, but to make sure that there is no Sunshine Law violation. In other words, if Board Members want to distribute something, it should first go through the Manager to distribute to the Board, not necessarily for discussion, but for informational purposes, to be discussed at a future meeting. Regarding potential Board Members, once you replace a Board Member, I think you should go through your areas of responsibility. You can see if you want to change those.

Mr. Showe: We typically do that at the December meeting.

Mr. Pawelczyk: Regarding the areas of reasonability, Maria is the liaison to the Manager, to offer suggestions and focus on the lakes or financial issues.

Ms. Witcher: Or security issues.

Mr. Pawelczyk: The purpose is so Jason can address issues with a Board Member at a Board meeting. It allows you guys to not focus on private issues. Maybe focus on one, but it doesn't prohibit you from making suggestions on an area that is not your responsibility. I'm

only repeating this, because we have people in the audience who may be interested. It will help them to understand better what their role is, or they can ask Jason questions after the meeting. There is a financial disclosure requirement. I have to file as District Counsel and Jason has to file as District Manager. It's not very onerous. That is not a Sunshine Law issue, so if you have issues, you can talk to current Board Members about that.

Ms. Witcher: You must file that form.

Ms. Hernandez: Do I have to file one to leave the Board?

Mr. Pawelczyk: You have to file Form 1F.

Mr. Showe: We will get that to you after November 7th.

Mr. Pawelczyk: You have 60 days from November 7th, to file with the Brevard County Supervisor of Elections. If potential Board Members have questions, I encourage you to contact Jason ahead of time.

Ms. Mills: I'm not a potential Board Member, but I have a question. Does the CDD preclude any BCA member from serving on the CDD Board?

Mr. Showe: The Florida Statutes don't have any restrictions, but you must be a qualified elector, meaning that you must be 18 years old and a registered voter within the District. Those are the two qualifications.

Ms. Hernandez: Do they have to be a homeowner?

Mr. Showe: Technically, you do not have to be a homeowner to serve on the Board, but you have to be a registered voter, 18 years of age and reside in the District.

Ms. Hernandez: On the BCA you have to be a homeowner, but not to serve on the CDD Board.

Mr. Showe: The HOA is different.

A Resident: So I can live across the street?

Mr. Pawelczyk: No you can't, because then you are in violation of the Registered Voter Laws, because you are registered to vote in an area that you do not reside in. Basically, if you are a renter, you could run if you are registered to vote.

Mr. Showe: As Mike pointed out, if several members of the CDD Board are also on the HOA, it could make your HOA meetings difficult, because they are going to be subject to the Sunshine Law. We typically caution you to only have one member of the CDD that is also on

the HOA Board, but there's no requirement. If they can maintain the Sunshine Law and do both, then it's fine.

Ms. Witcher: I had to leave HOA meetings when there was more than one of us there.

Ms. Hernandez: So have I.

Mr. Pawelczyk: From a Sunshine Law perspective, if you are very active in the community, you would be restricted if you were on this Board. For some people, it's not the right decision to serve on the Board. If anyone has any questions, including existing Board Members, let Jason or I know after the meeting, or before the December meeting.

Ms. Witcher: If Jason sends you an email, don't reply to all or discuss it with anyone on the Board. You have to think about yourself and wait until the meeting, so we can discuss it here.

Mr. Pawelczyk: You can discuss it with staff. Your role is to discuss what Jason presented to you in the agenda package and make a decision.

Ms. Hernandez: If you are meeting with another member of the Board, to discuss something that you might vote on, you can be fined a lot of money.

Mr. Pawelczyk: I think one person in the State of Florida has gone to jail for violating the Sunshine Law. The worst part is the accusation that you violated the Sunshine Law, because it's a hassle. Just to give an example, I have a case where one Board Member accused another Board Member of violating the Sunshine Law. There's a probable cause investigation and there's a probable cause hearing in Tallahassee. We told them that we couldn't represent them, because I was a witness and had to hire their own counsel, so they did. There were investigations and a probable cause hearing in Tallahassee. They found out that there was no violation, so the Board Member came back and submitted a bill for \$35,000 in Attorney's Fees. That Board Member cost the community \$35,000, and now what's happening is, the Commission on Ethics is looking at the Board Member who made this accusation, to see if that Board Member should pay the Attorney's Fees. I don't know if that's going to happen, but that's an example of how you should think before you act. We scheduled a budget public hearing at 6:00 p.m., and I said "*Do not go to dinner together before the hearing*". Why? Because even though you are not going to talk about the budget, there is the appearance to the community. We try to teach our clients to avoid the appearance, but that doesn't mean you can't be friends and spend time together on the weekends. We are just saying to avoid that appearance.

Ms. Witcher: It's hard because you could be at a party and the entire community is there, and there are three Board Members in the room.

Mr. Pawelczyk: The best thing to do is to say, "*I can't talk about that*" or "*we can't talk about that here because we are not at a Board Meeting*". A Sunshine Violation only occurs if Board Members are discussing the item, not the fact that you said something to Mel, but that you started the discussion. That's the appearance. You should try to avoid that.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Witcher: I don't know if you remember my neighbor, Elmer Helms. He moved out about three years ago and lived here since the community started. He passed away.

Mr. Mills: Has anyone heard about Mr. Bullock?

Mr. Pawelczyk: Yeah, it's not good. We can discuss that after the meeting.

Ms. Hernandez: I just want to give my report. The sheriff's office continues to stop speeders in Baytree. I affixed 16 transponders since our last meeting. So that the Board is aware, I told Jason that until you get a new Supervisor, I will be happy to handle transponders for people who work during the day and need them affixed in the evening. The Baytree Ladies luncheon will be at Squid Lips on Monday, October 9 at 12:00 p.m. If anyone is interested in joining the group, please let me know. This is my last meeting, as a member of the Board. It's been a pleasure serving the people of Baytree. I have enjoyed working with our outstanding staff, Jason, Alan, Mike and Chris. I would like to thank them for their hard work on the behalf of Baytree. We have an outstanding group of professionals who work for this community. They do a marvelous job and I think that we should all be grateful to them and thank them now and then. It's been a pleasure to work with them and I wish them all the best. Thank you. That's all I have.

Ms. Witcher: Thank you, Maria.

Mr. Mills: I spoke to Wayne about Suntime. They have a unique situation. After the hurricane, they sent out to all homeowners, a preferred list of contractors that they recommend. Of course, they assumed no liability whatsoever. It was just a recommended list of roofers, plumbers, carpet cleaners, etc. I thought that maybe, it would be a good idea if the BCA or CDD could get together to come up with a list of preferred suppliers or vendors that we can use for the citizens of Baytree. My roofer categorized everything by location and Baytree happened to be

the second location on his list. He was taking care of everybody in Baytree and surrounding areas, at that particular time. I'm just mentioning it. We don't have to act on it. I thought it might be a good idea. The other thing is that the BCA needs to communicate to every resident to keep their garbage out of the gutters, because when we have a lot of rain, it washes down the drains and clogs the drains up and we have issues. Lastly, I mentioned to Jason that it looks like the neighbors across the street on National Drive are also putting their yard waste on CDD property.

Mr. Showe: Unless we catch them or have some proof, it's difficult to manage that, at this point. I know that we are putting some plant material there as soon as we can, but that can't go in until debris gets picked up.

Mr. Mills: We can stop by and say, "*We noticed that there is trash there, whether you put it there or not and are asking you please not to*".

Mr. Showe: I will send some notices out.

Mr. Mills: We don't have to accuse them, but just tell them that its CDD property.

Mr. Showe: I will take some pictures on the way out.

Mr. Mills: Maria, I want to thank you very much for all of the hard work that you provided to the residents of Baytree. You have done an outstanding job. You have certainly looked out for the best interests of everyone there.

NINTH ORDER OF BUSINESS

Public Comment Period

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

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. I don't know where we are at the disposal of hurricane debris by Brevard County. Are we at the bottom of the list, middle of the list or on the list at all?

Mr. Showe: I called several times, at the request of some residents. They will not give me a time frame. At this point, I would encourage you to just keep calling. Unfortunately, the CDD has no standing. We are at their mercy.

Mr. Mills: Have you called Commissioner Smith?

Mr. Showe: No. You might want to call him and let him know that he can do something for Baytree.

Mr. Showe: I will send him an email. He does read the minutes.

Ms. Witcher: I asked my yard contractor. I paid him and he picked up my debris and hauled it away. Our cul-de-sac is clean. It is a matter of how bad you want to clean your area. You either wait, or pay for somebody to come and get it

Mr. Wilkerson: I understand that you will not address the stormwater issue.

Mr. Showe: We can't address it.

Mr. Wilkerson: What about the water that falls on your property that runs down the sidewalk? Is that different runoff?

Mr. Showe: I think it's the same runoff issue, according to our District Engineer. At this point, we don't have standing on that issue.

Mr. Pawelczyk: If you have information that you want to present to Jason for him to review and present to the Board, you can, but this isn't the forum to ask the Board to make a decision on something that it has no information on, other than what you told us. Nobody knows what is going on, other than the fact that its runoff from the golf course. That's all we really know right now. Just because water meets the sidewalk in front of your house, you can address that as the property owner to prevent that water from dirtying your sidewalk.

Mr. Wilkerson: The only way I can prevent it is to let it run into the street.

Mr. Pawelczyk: You can't do that because that is CDD property. Like I said, this really isn't the forum to discuss this.

Mr. Wilkerson: There are several places in the community where water is standing on the side that is discoloring the sidewalk.

Mr. Pawelczyk: Identify those areas for us and CDD staff can look at it.

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

TENTH ORDER OF BUSINESS

Adjournment

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



Secretary/Assistant Secretary



Chairman/Vice Chairman