

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 7, 2020 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Melvin Mills	Chairman
Jerry Darby	Vice Chairman
Carol Witcher	Assistant Secretary
Richard Bosseler	Assistant Secretary
Richard Brown	Assistant Secretary

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Peter Armans	District Engineer
William Viasalyers	Field Manager
Stephanie Knudson	BCA
Wayne Huot	BCA
Joanne Wagner	IOB
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

Mr. Mills: I would like to move the resident welcome letter up to the beginning of the meeting because the presenter has to leave.

• **Resident Welcome Letter (4Dii)**

Mr. Mills: Stephanie, would you like to go ahead and present?

Ms. Knudson: For those of you who don't know me, my name is Stephanie Knudson. I am new to the Board. I am the Secretary of the Baytree Community Association (BCA). Prior to being a Board Member, I recognized the fact that we are not communicating with homeowners as we should. Basically, we would like to get our residents more involved with where our thought process is. We planned to put out just a short letter, including all current BCA and CDD

members. So, basically, it would be this letter along with a top 10 friendly reminder and a resident/homeowner information sheet. Those three pieces of paper will go out through the United States Postal Service (USPS). A great day for this mailing is on October 15th. All Voting Members (VMs) are giving us email and mailing addresses. So, we increased our mailing address by about 50%. What I'm asking and the BCA Board is asking, is that you help us pay for this mailing to 461 residents. The cost is 55 cents for a postage stamp, so the total cost is \$253.55. There would be two mailings. It would include the quarterly newsletter.

**Due to the quality of the recording, portions of the audio could not be heard by the transcriber.*

Mr. Mills: Are there any questions for Stephanie?

Mr. Brown: Yes. You are sending out the letter and you are asking homeowners to fill out the information sheet.

Ms. Knudson: Correct.

Mr. Brown: Is there a deadline that you would like to get this information back? If they don't send it back by that time, is there going to be a second mailing saying, "If you haven't sent us your information, you are still required to abide by the covenants of the HOA?"

Ms. Knudson: Yes, we can certainly do that. I don't have a drop-dead date. If we get 25 residents to return their forms, we may need to do another mailing.

Mr. Mills: Maybe we could state, "Your immediate attention would be greatly appreciated."

Ms. Knudson: We can do that. I don't know that we want to put that in the letter. I suggest that we put it on the information sheet.

Mr. Mills: That would be great.

Ms. Knudson: Ideally, with your support, we would like to send this initial mailing out on October via US mail. The remaining will go via email or onto the website. If there is somebody in the neighborhood that is computer illiterate, if they are a neighbor or friend, ask them if they received their newsletter. That is one of the most important communications that we have.

Mr. Mills: Maybe in the December newsletter that you are going to send out, rather than indicating on the information sheet, "If you don't want to participate that's fine, but you are still held accountable," we should congratulate everybody that returned their form, but those that haven't, are still required to abide by the covenants.

Ms. Knudson: My understanding is that they are not required to.

Mr. Mills: I fully appreciate that, but they are still required to abide by the covenants, based on the purchase and sale of the home.

Ms. Knudson: Absolutely. One way or another they will get it. The majority will get us the information they need.

Mr. ~~Mills~~ ^{Wagner}: I agree. When I was first on the Board, we had 100 to 150 emails out of 461. I would venture to say that we are close to getting 300 more. So, we almost doubled what we had.

Mr. Darby: Stephanie, to your point, you now have over 300 email address. In Balmoral, we have over 80% email addresses. Why wouldn't we send this out to people we have email addresses for, rather than spending money on postage and then selectively sending it to those that we don't have information for and then spend on postage.?

Ms. Knudson: We are sending it out and saying, "Hey, we are here." I want to select those people that participated, not the entire community.

Mr. Darby: I'm not suggesting that we don't send this to the people that have email addresses. I just said, "Send it via email" and only send a hard copy to those you don't have email addresses to reduce your costs by 70%.

Ms. Knudson: We are talking chump change. The problem is you are asking them for information they already provided. I would suggest saying, "If you already provided this information, we thank you."

Ms. Joanne Wagner (IOB): Why would you ask them for something that they already voluntarily provided.

Ms. Knudson: I want everybody to respond, whether it is chump change or not. If I have to pay for it myself, I will, but I just think it's important. The cost is \$132 on October 7, which is "*chump change*."

Mr. Mills: We've been after this for a long period of time and it hasn't materialized. I think this is a step in the right direction and encourage the Board to authorize spending \$253.55.

Mr. Brown MOVED to fund 50 percent of the cost for the mailing of the resident welcome letter or \$253.55 and Mr. Bosseler seconded the motion.

Mr. Darby: Jason, I know that sometimes we are spending funds on some things, but is there any prohibition of us spending funds on this mailing?

Mr. Showe: No. To make it easier for auditing purposes, I will reach out to the BCA and have them send us an invoice. That way, we have an invoice that's documented and there was a motion from the Board to approve it.

A Resident: Were the rules in the covenants?

Mr. Mills: Yes.

The Resident: A lot of people do not have a copy of the covenants.

Ms. Knudson: In the newsletter, there will be friendly reminders to remind residents to read their covenants. We will also post it on the website.

**Comments from Ms. Knudson could not be heard by the transcriber due to background noise.*

Mr. Showe: Is there any other discussion from the Board? Hearing none,

On VOICE VOTE with all in favor funding 50 percent of the cost for the mailing of the resident welcome letter or \$253.55 was approved.

Mr. Showe: I will reach out to the BCA to make sure they send us an invoice. That way we are covered.

Mr. Mills: We can put it on our website as well.

Mr. Showe: Absolutely.

SECOND ORDER OF BUSINESS

Community Updates

A. Security

i. Security

Mr. Mills: Is anyone here from security? Does everyone like the uniforms our guards have now? They are a lot cooler than before.

Ms. Witcher: I have a question for Jerry. Maybe he can answer since security is not here. Some residents that moved out, but I don't know if they deleted their profile, because people are getting into the community by giving the address of a home someone moved out of a year or two ago. I went on the website and looked at their profile, but didn't see it there.

Mr. Darby: The way the system works, and correct me if I'm wrong, Jason, is if somebody leaves the property, they are obligated to inform GMS who then removes their transponder from the system, but if they don't, then it stays in perpetuity.

Mr. Showe: She is talking about the security system.

Ms. Witcher: No, I'm talking about the security system, not the transponder. I sent in their transponders.

Mr. Showe: I can double check. I'm sure there's a way to either do that or turn off notifications. There has to be some way to do it.

Mr. Darby: The resident can delete their profile.

Mr. Showe: They sent me an email. I can forward it to GMS and we will take care of it.

Ms. Witcher: Great.

Mr. Mills: There is one other item under security that I almost forgot. The guards have to take a bathroom break. The standard operational procedure is when they go to the bathroom, the gate is open, which means anyone can come in. I asked that a larger sign be displayed at the window or at the door saying, "Sorry bathroom break." So that people coming in know what the situation is. Because they do have to have a break from time to time. I just wanted to make you aware of that.

Mr. Brown: Why do we have to tell everybody it is a bathroom break?

Ms. Witcher: We can post a sign saying, "Be back in 15 minutes."

Mr. Brown: It's not like they are going out to play nine holes.

Mr. Mills: In the past, guards left their post to buy pizza. We had all of those kinds of issues.

B. BCA

Mr. Mills: Wayne?

Mr. Wayne Huot (BCA): Thanks for the time. As Stephanie said, communication is our primary focus on the BCA Board. It is very important to us. We recruited some new VMs. We are going to have a luncheon in October at the pavilion to lay out what we are doing as far as communications and where we would like to go. People can get to know each other a little more. As far as changes, we have approval of changes to the covenants regarding temporary structures, changes to the rules regarding concrete driveways and running for VM seats. There is confusion as to how that occurs. We are throwing out a lot of different things. For new items, we had people wanting to discuss hurricane and storm protection, meaning shutters. So, we are going to discuss that as well as flags and signs. We have emails on flags and signs over the past two weeks. We spoke to legal about whether or not the covenants need to be changed. The language

will be lengthy, if that is what people want to do. Some people are a little upset about that. We have two blue letter banner flags and a black flag. We lost a number of signs and flags, so maybe it's time to order more so people know exactly what's going on. We are doing our best to work temporarily. As far as communication, Stephanie covered that fairly well. There are some things that I know Sandy has been working on such as a Welcome Wagon for new residents. We had 27 sales this year to date and are looking to hopefully have people assist, as we can't put it all on Sandy.

**Comments from Mr. Huot could not be heard by the transcriber due to background noise.*

Mr. Mills: Are there any questions for Wayne? I want to thank Wayne. We get together once in a while on a Monday. We have lunch together and discuss certain ideas. I appreciate that, Wayne. Thank you.

Mr. Huot: There is a good relationship between the CDD and the BCA. We are here to support you and I know that you support us.

Mr. Mills: Absolutely.

Mr. Darby: Wayne, when do you think the October meeting will happen?

Mr. Wilkerson: Probably the 30th or 31st.

Mr. Mills: Are there any further questions for Wayne?

Mr. Brown: Did anyone come to the lunch?

Mr. Wilkerson: No.

Mr. Mills: Since Kingswood is a part of us and we are a part of them, I asked Joanne to participate in our meetings and give a report on Kingswood and what they are doing.

Mr. Showe: You mean Isles of Baytree (IOB).

Ms. Wagner: Tonight, we are having our annual meeting. Our dues are going up \$10 per quarter, due to increases for our Clubhouse and things like that. I am running for the Board again and will have a whole new Board because the other ones have been on the Board for 12 or 13 years. I have been on the Board for 13 years myself. I was not going to stay on with management. I am willing to stay on as a temp. I talked to you about security. We are also having issues with the voting signs. People are asking why they are up. So, we as a Board voted to allow one sign per home 30 days prior to the election and it must be taken down right after. We are going to send violations out. We are looking at a 45-day process for violations. It hasn't

been that big of an issue, once I explained the process. We had six homes for sale within the last month. Five sold within three days. The buyers paid cash. They are moving out already. Someone bought a house in May and they sold it for \$80,000 more. So, houses are selling extremely fast. As far as the zoo, the zoo put all of that parking in. We own the fence along there, which now looks terrible. They damaged four of our panels while knocking down trees. So, the zoo is going to work with us and give us money for damages. I think what we are going to do next year is replace that fence and clean the hole on both sides. The zoo is going to work with us. They have been so accommodating. So, I really owe that zoo a lot because they put in a sidewalk in for us and drainage. We are really happy with the way they participate with us. That's all I have to report on right now.

Mr. Mills: It is great to hear that the zoo is doing well, because they are not doing well financially.

Ms. Wagner: No.

Mr. Mills: I encourage you to become members of the zoo, because it is one of the best zoos in the country, for small zoos as far as I am concerned. So, if you feel like you should join, please do because they need your financial help. Thanks again for your report, Joanne.

**Comments from Ms. Wagner could not be heard by the transcriber due to background noise.*

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 5, 2020 Meeting

Mr. Mills: Were there any additions or corrections?

Mr. Darby: No. I provided all of mine.

Mr. Mills: I have too .

On MOTION by Mr. Bosseler seconded by Mr. Brown with all in favor the Minutes of the August 5, 2020 Meeting were approved, as amended.

FOURTH ORDER OF BUSINESS

New Business

A. Lake Bank Restoration

• Consideration of Work Authorization (Item 4Aii)

Mr. Mills: We had a Board Member request for us to consider Work Authorization 2021-1 for lake bank restoration.

Mr. Showe: This is the first amendment.

Mr. Mills: We need to discuss the work authorization.

Mr. Darby: Let me interrupt you. I would like to first discuss the work authorization. Because based on that discussion, we are going to decide on the second part, the contract for American Shoreline Restoration (ASR).

Mr. Showe: Okay. I don't expect that he is going to make any changes at this point.

Mr. Darby: Well, if for some reason, we decide to go forward with the Dewberry proposal and they come up with a much significantly different proposal than what is currently on the table, we probably want to make that consideration. So, I would just like to approve the work authorization first and then we can go back to the amendment, if you don't mind.

Mr. Showe: Sure.

Mr. Mills: Jerry, do you want to lead the discussion on that?

Mr. Darby: No. Tell us what is involved here. It is a fair amount of money, \$36,300. I just want to remind the Board that we have a total engineering budget of \$30,000 for this year. So, what are we getting out of this proposal?

Mr. Armans: This proposal assumes that we are going to walk the entire length of all the lake banks. We are going to know every location that needs to be modified or repaired and create exhibits that will prioritize what needs to be done first over five years. Then we will package those different plans so the CDD can start getting quotes on them. So, we will create a report based on our findings.

Mr. Darby: Does the quote also include an assessment of alternative vendors?

Mr. Armans: Typically, when we bid a project, we get multiple quotes anyways and reach out to qualified contractors.

Ms. Witcher: Did you compare this to what Atkins has done because they had done this and knew what needed to be done, so we could see if those further eroded?

Mr. Armans: My understanding is that the Atkins plan is coming to an end. They proposed several years, with 2021 being the last year. This plan is to go past 2021.

Ms. Witcher: How many years do they have to do it?

Mr. Armans: Depending on how long it takes to prepare it and when it is available, it can take three to five years. It also depends on how much needs to be done. So, once we have the findings and come up with some cost estimates for the repair, then we can divide it over a number of years.

Mr. Darby: Peter, I just want to correct you. The Atkins plan actually went out to 2025.

Mr. Armans: Right.

Mr. Darby: So, they have another five years in the plan.

Mr. Showe: Yes. They went out to 2025. I think what Peter was referring to is they planned it out to 2017. So, I think that five-year window is what you have to use when you develop these plans because conditions onsite change. So, they tried to do it more than five years out. The realistic value of that current one probably goes through 2021 or 2022.

Mr. Armans: In terms of us putting the plans together, we can either take what they have done so far and assume it is entirely correct or check it all again. So, we either agree to do the work or just assume that it's good and we go on.

Mr. Mills: Did you not get the original plans from Atkins?

Mr. Armans: I think they were putting together all of the documents.

Mr. Showe: Yes. We provided them the spreadsheet. They are finalizing the entire file. It is about 15 years' worth of history. They are supposed to contact us early next week. They have a full drive full of information, but we did provide them with the backup for all of those spreadsheets.

Mr. Armans: The one that we currently have has maps showing the different areas.

Mr. Mills: No offence to you, Peter, or the organization, but I have a hard time spending that kind of money for work that has already been completed. We have not had that many violent storms or hurricanes. So, no offence to you or your organization, but I have a hard time spending that kind of money.

Mr. Armans: I was asked to prepare a proposal to include what worked for the last five years, but we need a new one and this is what it would take, but if you want to take more of a reactive approach where you continue to go on the same plan, as things come up, we can do it on a case-by-case basis. We can assess it. Like today, I went to check one of the sites that I have concerns about erosion. We can do it on a case-by-case basis.

Mr. Showe: It has an alternate too. You can budget approximately \$30,000 a year for the lake bank work for 2020 and 2021; the second proposal is for 2020. He has a scope of work for 2021 that we are looking at already. He is supposed to look at that this week. The vendor was going to be out here to look at that. You could maybe take a pause the following year and after this proposal, should you choose not to do the \$30,000 worth of work, use that for a whole new

study and then move forward from there. It just an alternate approach. You at least have the cost in front of you now, so have an idea of what that's going on around you.

Mr. Brown: I like his recommendation that we do it on a case-by-case basis.

Mr. Showe: Absolutely.

Mr. Brown: That way we are not spending a lot of cashflow and our cashflow remains the same.

Mr. Showe: The vendor has been very good to work with. They reviewed all of their sites. When we send him a list, he will come out and look at it. That's why you have a second amendment. If he looked at it and said, "It doesn't make a lot of sense for me to do 50 feet here and 100 feet here, redo this one and save on mobilization costs". So that is what you see in the first amendment.

Mr. Brown: We already have the game plan that we paid for and already approved and we have money in the budget for it. As the vendor starts to restore the lakes that are online for this fiscal year, when that project begins, maybe our new engineer can come onsite and look at what they are going to do. If he has a serious recommendation that we are doing it wrong, then he can bring it back to us as fast as he can so that we can address the quote. We have the game plan. Let's stay with the game plan and when that game plan is over, which I think is next fiscal year, let's put it in the budget, because I don't think this money was budgeted as far as our type of budget. I would say that we have the game plan and let's go with it, but have Peter come outside to take a look at what they are doing.

Mr. Showe: Absolutely. We can use them for just general engineering services.

Mr. Darby: Yes, but I just want to make an observation that Atkins original recommendation for 2021 calls for 587 linear feet to repair.

Mr. Armans: Yes.

Mr. Darby: Atkins original recommendation, which is supported by GMS, calls for 990 linear feet to be refurbished. So, there is a difference of well over 400 linear feet that are not being done. Now, if you take a look at the ASR proposal for 2020 and 2021 combined, they call for 1,119 square feet for a cost of \$44,700. Our budget for that same period of time is \$60,000. The Atkins proposal over the same time period calls for 1,062 linear feet or \$66,000. So, we have money in the fund that would not be spent under the ASR proposal, and I would love to see

some of the things that ASR said was not the time to repair. Take a look at those in the front because 995 is a big difference.

Mr. Showe: Yes. He has the same list so when he comes out and looks at it onsite, that is why he makes some recommendations, just to make some adjustments to the plan, because the equipment is heavy, it's intrusive and for him to put it in a lake to do 100 square feet is three times the cost because of the mobilization.

Mr. Pawelczyk: I just want to say that typically I have seen these reports in other Districts. The engineer is obviously going to be super conservative because the purpose of that report was for you to budget for any needed work. So, I think it's a good idea to look at it every year. For every District that I work with, which has done similar projects, the engineer has said, "We don't need this area, let's do this area," or we can donate this area. So, you have to modify it to go along because who knows how the erosion is going to go.

Mr. Mills: Right. So, what are the Board's wishes?

Mr. Darby: I think there was a proposal from Dewberry that we need to consider.

Mr. Showe: It sounds like I'm hearing that the majority of the Board is okay with just holding it for now, so if there's no action taken, no action needs to be taken.

Mr. Brown: I agree.

Mr. Darby: I'm okay with that.

Mr. Showe: Again, we have a price so we can build that into next year's budget or however we want to move forward.

i. Consideration of First Amendment to Small Project Agreement with American Shoreline Restoration Regarding Fiscal Year 2020 Lake Bank Restoration

Mr. Showe: It was originally proposed with the agreement the Board already approved, 532 linear feet. When he came back and did a site inspection a couple of weeks ago, he proposed an increase of 587 linear feet to do all of Lake 19, which was not included in the prior agreement. So, it would be our recommendation, based on his site inspection, to go ahead and complete this. Obviously, there was \$30,000 in the budget from last year to do this and this is under that still. Just to give a heads up, he is coming back. He was supposed to be back on Monday to look at those two individual sites where we have resident requests, as well as the whole plan for 2021 to give us their proposal. He is not going to be able to get back to that until

after the first of the year. So, this is what he can accomplish between now and the end of the year.

Mr. Mills: Okay.

Mr. Darby: Okay. That does not include 544 Ashwell Court.

Mr. Showe: He was looking at both of those while he was here this week.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor First Amendment to Small Project Agreement with American Shoreline Restoration for the Fiscal Year 2020 Lake Bank Restoration was approved.

B. Ratification of Water Aerobics Class Schedule

Mr. Mills: Are there any comments on that?

Mr. Showe: Just for background, as part of the agreement we have with water aerobics. They are allowed to request changes to their schedule. I can approve those changes temporarily and then we just have to bring it back to the Board to ratify it. We checked with Richard to verify that he was okay with the schedule, so it does add a class on Tuesday and Thursday from 3:00 p.m. to 4:00 p.m. At this point we don't have any opposition. They have done it now for a few weeks and we haven't had any challenges yet.

Mr. Mills: That was going to be my next question, because now they are using the pool every day; Monday, Tuesday, Wednesday, Thursday and Friday.

Mr. Showe: Correct.

Ms. Witcher: When we did this earlier, we talked about kids being out of school and wanting to use the pool and they were having an aerobics class during this time.

Mr. Showe: We haven't had any challenges yet that I'm aware of. Obviously to the extent that we do, we can make adjustments. This is probably one of the most successful classes that we run in any of our Districts. You guys get a lot of participation out there. They continue to contribute 10% to the District to help offset some of the costs.

Mr. Mills: Good.

Mr. Showe: Unless we get complaints or some other justification for changing it, I would be in support of it.

Mr. Mills: We have a residents that uses the pool every day. Have we heard anything from them?

Mr. Showe: No. You actually have a couple of residents that use it every day. They have been pretty quiet about any issues.

Mr. Mills: Good.

Ms. Witcher: They are adjusting the schedule.

Mr. Darby: William, do we have the times of the classes posted there now?

Mr. Viasalyers: Yes.

Mr. Darby: Good. Thank you.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the water aerobics class schedule was ratified.

C. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2020

Mr. Showe: This is in accordance with the bid you had several years ago for auditing services. This is just a continuation for Fiscal Year 2020. Because of changes in the Statute a few years ago, we like to get things approved a lot earlier. So, as soon as we close the books, we will get them started on the audit. Again, this is in line with your budget and the process you did several years ago. It would be our recommendation to go ahead and approve the audit.

Mr. Mills: Not-to-exceed \$3,185.

Mr. Showe: Absolutely.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2020 in a not-to-exceed amount of \$3,185 was approved.

D. Discussion Items

i. Suntree Lake Bank

Mr. Mills: We have run into a snag, sort of speak. We had some opposition from Suntree in various areas. I happen to get Nextdoor communications, which are several pages, complaining about Baytree. Financially, they don't have the money to take care of the property. William and I along with Mike of Tropic Care surveyed the area on Monday.

Mr. Showe: Just to be clear for the residents, those complaints were not from Baytree residents. They were from all over the neighborhood.

Mr. Mills: I'm sorry. Suntree residents.

Mr. Showe: I just wanted to be clear.

Mr. Mills: To make a very long story short, the complaints involve the golf course. Our property does not border anywhere near where these complaints are coming from. I reached out to the General Manager of the Suntree Homeowners Association (HOA). He along with Jason and I are planning a town hall meeting with the residents that are going to be involved with the planting and also see if we can come kind of neighborhood consensus because there are areas we cannot get access to at all. I was shocked that we do not have an easement and the county allowed that to happen. I just cannot believe it, but at the lower end, there is a part of our property where the trees have grown very large. Limbs are down on the ground. We can't get in to clean it because the residents over there will not let us onto their property. So, we are going to try, at this meeting, to build some kind of agreement that we can get access to and clean it up, because it is encroaching on their property. We will probably get Mike involved. We have another incident where they are actually encroaching onto resident's property. William and I looked at it. So, it is our responsibility to take care of that. I will keep you posted on how the Town Hall goes, but it is supposed to be some evening this month.

Mr. Showe: You have a workshop schedule for November so we are hopeful that we can have that discussion. We are hopeful it's productive and we can explain to them what we can or can't do and what our plans are, to get a better understanding of the scope. I will bring that back to the workshop.

Ms. Witcher: The last time we were doing this, you weren't going to do anything to it. Now we have the plans again. The ones that were not even involved in that part of it, are complaining about the other part.

Mr. Showe: So, at this point, we would not move forward with anything. We are trying to engage them in conversation.

Mr. Mills: We want to let them know our what our intentions are with the planting, to let them know what we are going to plant and not maintain once it's planted.

Mr. Darby: So, the process would be as I see it, to have this Town Hall meeting. Following that would be the joint letter from Suntree and Baytree to the residents.

Mr. Mills: Not a joint letter.

Mr. Showe: It may not be a joint letter at this point, based on at least the initial feedback. That might change after the Town Hall meeting. Either way, it's going to be one letter.

Mr. Darby: So, a letter of some sort is going to go to the residents, those in particular who didn't come to the meeting. Then we will be given a time to proceed.

Mr. Showe: Correct.

Mr. Darby: We don't need their consent to do it.

Mr. Showe: It's our property ultimately. I think Peter confirmed that as long as we are impeding on drainage, which I don't think these plantings are because there are already plants over there, as long as their level of maintenance allows for proper drainage, we shouldn't have any issues with maintenance.

Ms. Witcher: Did you walk that area? I did and there are not many plants because they all died after 25 years.

Mr. Showe: Correct.

Mr. Mills: The residents that are involved in this area going to be invited to this town hall.

Mr. Darby: Yes, but not everyone will attend, of course.

Mr. Mills: No, but they can attend by Zoom or teleconference. Anyway, I just wanted to bring you up to speed on that.

ii. Resident Welcome Letter

This item was discussed.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: We can go through some of these items quickly. Item 1 is the Lake 1 access and lake bank repair, which we already discussed. He estimated that he is going to start that project on November 16th. For the recreation area improvements, the Board is planning to have an overall discussion on planning . So, we are holding on that.

Mr. Darby: It is going to be discussed at the next workshop.

Mr. Showe: Yes. William, do you want to discuss the speaker installation and other items for security?

Mr. Viasalyers: Yes. I am waiting for Modern Security to get the merchandise in to install at the back gate. I know that we have some issues with a couple of cameras that have been down in the front guardhouse. So, we are working on that. We just replaced a camera system, but

not the wiring. The least amount of wiring needs to be replaced, so we are working with the vendor to fix that as well. That should be completed in the next couple of weeks.

Ms. Witcher: Can we make sure that every time we have anything done back there that we say, "Wiring included?"

Mr. Viasalyers: Yes. I don't know what happened initially.

Mr. Showe: That was four or five years ago. I think the wiring at that point was functional. I think it's one of those upgrades that happen over time.

Mr. Mills: William, regarding the pool, the globe lights around the pool are not working.

Mr. Viasalyers: We have to get an electrician to come out and replace the timer inside of the storage unit.

Mr. Mills: Is that the problem?

Mr. Viasalyers: Yes. The internet conduit is not functioning anymore.

Mr. Mills: Alright. Go ahead, Jason. I'm sorry.

Mr. Showe: The last item is the beautification plans for Fiscal Year 2021. I know that you wanted to go over what you were thinking about.

Mr. Mills: I want the Board's permission to proceed with this. We have the money to stoneface the monuments in all of Phase 1, which amounts to about \$7,500, if I remember correctly. That would be to remove what's there now, stone that entire monument and leave the columns where they are. Then we will put the letters back on, raised like at the back gate. So, I would like to proceed with that.

Ms. Witcher: Have the columns been repaired?

Mr. Mills: The columns have not been repaired, but it won't interfere with going ahead and stoning the front. If they could still repair them.

Ms. Witcher: Are you going to stone the column?

Mr. Mills: No. We will leave the columns as they are.

Mr. Darby: So, when will the columns be repaired?

Mr. Mills: That will have to be worked out with the contractor.

Ms. Witcher: Who wants to fix the columns before you put stone on it?

Mr. Mills: We talked about that, but the problem is that the columns aren't attached to the monument itself. That's one thing they did wrong. They didn't dig deep enough when they put in

a footings. With the moisture in the ground, the ground settled so it pulled the column away from the round part of the monument.

Ms. Witcher: Fixing the structure seems more imperative than putting pretty rocks on top at this point.

Mr. Mills: We are also working with a contractor that can do the stonework almost immediately. It is going to take them awhile to repair the columns. So, it's the Board's decision.

Mr. Brown: I thought you said that they were separate.

Mr. Mills: They are separate. The columns are not attached to the main structure.

Ms. Witcher: Attach them.

Mr. Mills: I recommend that we don't attach them.

Ms. Witcher: So, they are going to be free flowing?

Mr. Mills: Yes. At some point in time, we may want to change them in the future. That means we have to tear the entire monument down. This way, we don't have to.

Mr. Darby: At some point we should repair them.

Mr. Mills: Absolutely.

Mr. Darby: How much was it to attach the columns?

Mr. Viasalyers: \$2,500.

Mr. Mills: It wasn't a lot.

Mr. Showe: That would come out of your repair budget for the monuments.

Mr. Brown: So that's more of a timing issue on the contractor.

Mr. Mills: Exactly.

Ms. Witcher: Do we have a date?

Mr. Mills: As soon as we let him know, it would take two to three weeks.

Mr. Viasalyers: As far as the stonework, yes.

Ms. Witcher: What about the columns?

Mr. Viasalyers: I have to contact the contractor.

Ms. Witcher: Do we want to do them all at the same time?

Mr. Mills: You can't have two different crews working at the same time. That doesn't work.

Mr. Brown: If we know when the stone guy can do his work, then we can approach the column guy and say, "Any time after this particular date we can do it."

Mr. Brown: Let's do it.

Ms. Witcher: Let's get the date for both.

Mr. Brown: You should do one first before you go with the second one.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor stoning the Phase 1 monuments in the amount of \$7,500, subject to the column replacement commencing soon after was approved.

Mr. Mills: The other item is we will be finishing the front entrance planting. We are waiting on some plantings that the nursery didn't have. They are getting them in. As soon as they come in, we will finish the front entrance.

Mr. Darby: Good.

Resident (Sandy Schoonmaker, Kingswood): It has been my observation that the plantings in front of the monument in Kingswood died. There are so many things that colorful plants can be planted there. Is that under consideration? If we can come up with a colorful shrub 12 months of the year, that would be the better way to go.

Mr. Mills: The unfortunate part of it, which I brought up with Tropic Care, and they observed and so did William, the plants didn't die. Depending on where they are, deer or rabbits eat the plants. If you look at the stems, you can see where they are chewed off. New plantings will be replanted in the next two weeks.

Ms. Witcher: Let's get to the pond before we get to the new plants.

Mr. Mills: We are working on that.

Mr. Showe: That's all I had for CDD Action Items.

Mr. Darby: Jason, was the playground sign removed?

Mr. Viasalyers: No. The playground sign is still there.

Mr. Darby: I thought we were moving it because of the deteriorating situation down there. I suggest moving it.

Mr. Viasalyers: I will get it removed.

Mr. Darby: I mentioned something about LED lights at the back guardhouse. You are probably working on that.

Mr. Viasalyers: All of them are pretty much LED lights, with the exception of some of the ground camera lights. The others are CFL.

Mr. Darby: Alright.

Mr. Viasalyers: All of the pole lights were converted.

Mr. Darby: Good. Thanks.

B. Additional Staff Reports

i. Attorney

1. Discussion of Golf Course Letter of Understanding

Mr. Pawelczyk: This item is for Tract 22, the infamous golf cart path and little bridge. The initial thought was to work with the golf course, get a letter of understanding, so they know that they are maintaining. They acknowledge it's our property, but they won't sign a letter of agreement. I spoke with Jason and I took this letter of agreement and created this letter. I am going to send it unless the Board tells me not too. It just sets forth our position with respect to Parcel 22. It basically says, "You will continue to maintain any tree branches like you have been that go over the golf cart path." You will also make these new repairs. Remember, that it is CDD property, so you can't restrict the public for going onto that parcel. How we get to that parcel to get to another parcel, is another story, but we wanted to make sure that was acknowledged so that they understand. I guess that they have any legal recourse against the District that they are fully responsible for what happens on it. That's all I have.

Ms. Witcher: We are not liable?

Mr. Pawelczyk: I don't think we are liable, but that doesn't mean we won't get sued.

Mr. Showe: Correct.

Mr. Pawelczyk: Because it is our property.

Mr. Mills: Is this the parcel that's the first bridge or the second bridge?

Mr. Darby: First bridge.

Mr. Mills: The second bridge has new plants going across it. The carts go on it. The first bridge has the original planks that were put up when I first lived here.

Mr. Pawelczyk: Well, if we think the bridge needs to be repaired, this is the first I'm hearing about that. We should notify them.

Mr. Mills: Is there any reason why they said that they wouldn't sign it?

Mr. Pawelczyk: I only spoke with the lawyer. At first, he was okay with it and then he said, "We are happy to sign it."

Mr. Showe: They believe that their original agreement was theirs.

Mr. Pawelczyk: Which they are wrong. Because there is an easement instrument out there. That easement instrument is throughout the entire community. It gives certain rights to the golf course, with respect to golf cart paths, etc. So, this is clearly a golf cart path, but it's not described in that portion of the easement. I told the lawyer, "I think it's because the lawyer who drafted it attached the wrong exhibit." That's what I think. So, I don't think this is the only issue that they have. They said that they have a prescriptive easement, which means we basically gave them an easement without giving it in writing because we never acted contrary to that order. I've been assured that's not the case.

Mr. Mills: Mike, do we need to have an indemnification clause in here at all?

Mr. Pawelczyk: Yes. This just acknowledges their responsibility. I can't require them to indemnify unless they sign that they agree. So, this acknowledges that it is their responsibility. They would have to come back and say, "You have to send it to a lawyer." He is going to have to advise his client, if you don't agree with it, send a memo with an entire agreement. I was sure, based on our conversation at the last meeting, that we don't want to fight anything. We don't want to remove the golf cart path. We just want to acknowledge who is responsible for what, because we found out that your easement, at least in my opinion is wrong. So, I'm going to go ahead and send this letter, unless the Board has any questions or comments. I think this better sets forth our position with respect to that parcel, God forbid something happens.

Mr. Mills: Do we need to address the fact of having insurance to cover any liability?

Mr. Pawelczyk: Their insurance would cover that anyway. I don't think we need that. Like I said, I can put in there that I assume you have insurance that covers anything that would happen out there.

Ms. Witcher: So, there's a paper trail.

Mr. Pawelczyk: We have insurance. What would happen if someone tripped and fell on the bridge? Torts 101 teaches you how many people you can sue; the Baytree CDD, golf course, BCA, property owner.... That's Torts 101 and you figure it out. The reason you do that is because you are trying to collect as much from each insurance policy as you can to generate a settlement. As far as anything else I have, I don't have anything. We are meeting in person. A lot of my Districts are still meeting virtually. The Governor's order does allow them to do that through the end of this month. Just so you know, he actually sent a memo or his office did with

that order, extending it one more month, that basically said, “Don’t expect another extension.” That order came out on the 30th.

Mr. Showe: Correct.

Mr. Pawelczyk: The last day of the month, he sent an order extending it.

Mr. Showe: About two hours before the deadline would have expired.

Mr. Pawelczyk: Correct. I think he had enough people from a city or local government tell him, “*Fine.*” That’s all I had. This is recorded in case anyone asks you why you have to back to in person meetings exclusively. I think a lot of District’s are doing what you are doing, because you are making it available by phone at least, so people can attend who are uncomfortable coming out in public.

Mr. Mills: Do you have anything else, Mike?

Mr. Pawelczyk: No, that’s it.

Mr. Mills: Does anyone on the Board have questions for Mike?

Mr. Darby: No. Thank you.

ii. Engineer

1. Discussion of Engineer’s Memo

Mr. Armans: Our report is in the agenda package. We were asked to prepare a table on how much would need to be spent on lake bank and restoration repairs and review the report. I looked closely at the Atkins Plan and all of their assumptions. We did our analysis to make sure we are not being led on to do something and doing two things at the same time. In looking in that, I’m assuming the cost of construction goes up every year for the most part. When it comes specifically to pavement restoration, the cost of the oil directly affects the cost of the pavement. It continues every week and every day sometimes. We have to assume today’s number was inflationary. When we looked at, it didn’t look to me, that while it was in the plan, which is to budget \$100,000 every year, it seems like the appropriate thing to do.

Mr. Mills: One question. It behooves us to look at the roads that are the most traveled, the least traveled roads and break it down into different categories. For example, Old Tramway and Baytree Drive are two main thoroughfares in Baytree. Most of them have been done except for Chatsworth South. I’m sure you have seen them. I just thought I would bring that up. Would it be practical to look at that in perspective to what we are doing?

Mr. Darby: We have to also consider when those roads were last paved.

Mr. Mills: Yes.

Mr. Darby: So, you would have to combine that with the expected useful life and then take a look at it. Sorry.

Mr. Mills: It's alright.

Mr. Armans: I'm not sure if I fully understand what you are saying. We looked at every single street in my analysis and they are categorized by how much traffic they receive. So, if you are looking at my first attachment...

Mr. Mills: All we have is Attachment A.

Mr. Armans: I have a 33-page report.

Mr. Darby: It's not here.

Mr. Brown: Our Attachment A says under e1, "In 2021-22, 30% of the community would be resurfaced, 2-3 years prior to reaching the remaining useful life. Approximate cost would be \$340,000. Under e2 it says, "In 2026-27, the remaining 55% would be resurfaced, with an approximate cost of \$720,000."

Mr. Armans: That's the attachment I'm referring to. When I say 30% of the community, I already looked into 30% of the community that will reach this remaining useful life. Incorporating that, heavy traffic roads will reach that faster than slow traffic.

Mr. Mills: In 2021, we already have \$278,000 in reserves, so for this year, the \$100,000 we put in would cover the \$340,000. My concern is that between 2021, 2022 and 2026 and 2027 at \$100,000, I calculate that we are going to be \$200,000 short.

Mr. Darby: I believe that I can help you out with that calculation. Taking your data, I obviously have a different objective. My objective is to see what we really need to put into reserves, so we are not over-reserving and having a huge amount of money at the end. I took Peter's data and took one year off and put in \$85,000 going out to my 100th birthday in 2050. Some years are pretty low. It gets as low in 2031 as \$77,000, but it's not too bad. If you were going through the same exercise and put in \$100,000 for that period time, you would've reserved \$330,000 more than you would've spent, based on this schedule. I know that your schedule is probably a little more detailed than mine and I had to make some assumptions. I had to defer to a 33-page document that I haven't seen. What I'm trying to do is to see what a reasonable amount is to be totally self-funded on repairs over a reasonable schedule that will allow us to actually take down the amount that we are putting into reserves and below the \$100,000. You might save

\$15,000 here. That's "chump change," to quote somebody here today, but over a period of 23 years, it adds up to \$300,000 to \$400,000, which I would love to put towards capital, beautification, or whatever the case may be. So, I think what we need to do, Peter, is to work with you to see where this happy middle ground is, to see where we can possibly reduce these allocations over this very long period of time, and how we can defer some of those funds to other activities for the future assessments or at least mitigate any further assessments if at all possible.

Mr. Showe: This shows that you are not that far off. There's not a huge difference in usable life of the roads between doing it this year, 2020 and waiting until 2022. You don't lose that much. So, I think it's just a matter of shifting funds.

Mr. Mills: You can actually carry funds over from 2026/2027 to 2028 and then we would have the money to do it.

Mr. Showe: It's just shifting it a few months.

Mr. Darby: So, I would love to see your total report. Do you know if that's possible, Jason?

Mr. Showe: What we are talking about is the one that is in your agenda package.

Ms. Witcher: It all depends on the price of gas.

Mr. Darby: I assumed a 1% increase over 15-to-17-year periods. Okay. Thank you.

Mr. Armans: The next item is the Kingswood Way drainage. It was something we were asked to look out and that's been resolved.

Mr. Mills: It is resolved to an extent. The gentleman that was here complaining time after time about water lifting his hardwood floors, established a shack, a Tupperware shack in the backyard that's about 8 feet high and two doors wide. William and I went over to look at the property. Then he has another tub sitting beside it. It happens to be on Wesche Jewelers property. It is not on our property. So basically, none of our property has been affected at all. If you take the sight line from his property line across to the fence, which is right on the property line. This way is his and belongs to Wesche Jewelers.

Mr. Armans: That is what we saw when we went out there. It is not on our property. That was what I was trying to highlight on their map.

Mr. Brown: It should be left as is because at some point in time it could become an issue for our property with water coming back our way.

Mr. Mills: The gentleman who did the excavating, said when you have torrential rains like it is now, it's going to stack up, but it will seem level as it goes down and dries out. I was very pleased to find that along the fence road, there was absolutely no water standing at all. So, he put that pipe in correctly and it has solved that issue. So, along our property, there is no standing water. So that's been corrected.

Mr. Darby: Has the homeowner given us any more complaints?

Mr. Mills: No and he better not.

Ms. Witcher: Who is responsible for cleaning out the wetland?

Mr. Showe: All of that debris is on Wesche Jewelry property. If the Board is amenable, I can just send him a letter with this report and say, "Per our observation and the CDD, this was noted. We highly request that you remove this debris," and see what happens.

Mr. Mills: But it is not our property. It is Wesche Jewelry's property.

Mr. Showe: I understand. I don't even know because I'm willing to bet that nobody walks back there.

Mr. Mills: I can guarantee you that Holly is not going to.

Mr. Showe: We can always send them a letter.

Mr. Brown: I think that's the neighborly thing to do. We can just say, "We noticed that there is debris on your property that you might want to be aware of."

Mr. Mills: Sandy, since it's in your community, what would you think?

Ms. Sandy Schoonmaker (Kingswood): What's back there?

Mr. Showe: Concrete blocks and plastic containers.

Ms. Witcher: Junk.

Mr. Showe: We can certainly send them a letter.

Mr. Mills: Are you going to send it to Holly Wesche?

Mr. Showe: Sure. I will send it to the property owner.

Mr. Mills: He trims his Palm trees and then he throws all of the branches onto her property.

Mr. Showe: Unfortunately, that's not our usual practice.

Mr. Mills: Peter, please continue.

Mr. Armans: The next item is to get quotes for getting core samples throughout the community. We got two quotes from two very qualified subcontractors. They were both included

in the agenda package. The cost was for the entire community. The majority of the cost is for the equipment. If you split the work into two years, for example, you may save some money, but you are paying more for the equipment. We recommend doing it all at one. The intent of doing this was when we go to road repairs, we have an idea of the structure columns.

Mr. Mills: So, as we go through the paving, we have them come in and do core samples, right before we pave. Does that make sense?

Ms. Witcher: How much time do they need between the paving? Do we want the core work done first?

Mr. Armans: These core samples are all happening at once throughout the community. So, when we resurface those areas, we would include additional work as needed.

Mr. Showe: I think the question she is asking is what is the timing of doing the core samples? How soon would you want to do the core samples, in advance of doing any work? Are the core samples something that we want to do right now?

Ms. Witcher: You would have the results to look at so we know which area to go to?

Mr. Armans: Great question. We would want to schedule this work at least three or four months before we go through any type of pavement work.

Mr. Darby: May I suggest that, since our major paving schedule isn't until 2023, we get bids in 2022. I suggest that you do the entire community at one time. \$8,000 for the entire community is not bad.

Mr. Showe: No.

Mr. Darby: It's something we can budget for in 2022.

Mr. Mills: When they do core samples, should we do it in the dry or wet season, because you are probably going to get two different readings?

Mr. Armans: Part of the analysis is looking at where the water table is. If you wanted to do it during the wet season to get a better idea of how high the water gets to the road base, that's the opportune time.

Ms. Witcher: The wet season.

Mr. Mills: That makes the most sense.

Ms. Witcher: Some of the concrete on the ends of the streets by the aprons for drainage were broken.

Mr. Armans: Like the curb inlets?

Ms. Witcher: Yes. Is that included in the paving part? Do we do this first before we do the paving.

Mr. Armans: You can find the same contractor to do both jobs. When we decide on an area, we inspect it first to see if there is any work that needs to be added to that contract and then we can package it all together.

Ms. Witcher: Yes, because we like to do that first and then do the paving.

Mr. Showe: We do them concurrently. Typically, they do the curb work first and then the milling and resurfacing.

Ms. Witcher: At the end of our street, we had a watermain blow during one of the storms. The water company didn't fix it. They refused to fix it.

Mr. Mills: This is just for informational purposes only. When a resident puts in a new driveway, they put in a new apron as well. Is the CDD responsible for the apron or is the resident responsible?

Mr. Showe: The CDD is not responsible for the apron. Our infrastructure is the sidewalk. If the sidewalk crosses their driveway and it has been unaltered, that is our infrastructure. Once the resident alters it and I believe you approved a resolution that indicates that, if they put in pavers, change it at all, then that portion of the sidewalk is no longer District infrastructure.

Mr. Mills: Got it.

Mr. Pawelczyk: The curbing is.

Ms. Witcher: The curbing and the gutters.

Mr. Mills: Yes.

Mr. Darby: You can just factor this in for future reference, but there is a core down the side of Balmoral Way near the cul-de-sac. Actually, that core will be better served. It was at the intersection of Old Tramway Drive and Balmoral Way because we have a base failure there. So, I would like to have that area specifically assessed. It's going to need to be repaired.

Mr. Armans: We will mark that and take a picture of it.

Mr. Showe: Which one is it, Jerry?

Mr. Darby: On Balmoral Way near the cul-de-sac and on Old Tramway Drive and Balmoral Way, there is a large crack in the asphalt as a result of a base failure.

Mr. Mills: We saw that between the two lakes.

Mr. Darby: That's where the core should be.

Mr. Armans: Once the crew comes out, they look around to see what's the best location. This is to spread things out and get the number of cores.

Mr. Darby: I happened to notice it and just wanted to put it into the record.

Mr. Armans: The next item are the speed humps. We went out and drove all of the streets and counted all of the existing signs and speed humps. We recommended stop signs and speed humps in some locations. I provided a map.

Mr. Showe: Anything in black is already there and existing. Anything in red would be additional.

Mr. Wilkerson: Where are you recommending stop signs?

Mr. Armans: Two at the intersection at Baytree Drive and Bradwick Way, making it a four-way intersection, a three-way stop at Old Tramway Drive and Baytree Drive and one at Chatsworth Drive.

Ms. Witcher: So, there would be three different intersections.

Mr. Wilkerson: We never talked about that before.

Mr. Mills: That came up at one of the Board meetings as a second way of slowing down traffic. Instead of putting a speed hump in, we would put in a stop sign.

Ms. Witcher: Those are the only three places where it would work.

Mr. Darby: Peter, the stop sign at Old Tramway Drive and Baytree Drive is within 100 yards of an existing speed hump. I don't know if that's going to be effective if we already had a speed hump there.

Mr. Brown: Living on Old Tramway Drive, when I go out on Old Tramway Drive, I never had an issue turning right or left based on the traffic going either way. The one at Bradwick Way, which is past the crossway from #4 to #5 on the golf course, is a great place for one. I don't know if anyone is aware of it, but on Monday, a car hit a golf cart crossing between #10 and #11 on Old Tramway Drive and took the left front wheel off of the cart.

Resident (Not Identified): Riding a bicycle down Baytree Drive, golf carts do not stop.

Mr. Brown: This golf cart was in the middle of Old Tramway Drive.

Mr. Mills: The stop signs that they installed certainly is not effective. They need to be larger. Is there any way at all that we can get the golf course to do that?

Mr. Armans: We can certainly ask.

Mr. Mills: It needs to be a traditional stop sign.

Ms. Schoonmaker: May I suggest putting a sign in the golf carts saying, "Caution, traffic does not stop" or something to that effect.

Mr. Showe: We can certainly ask.

Mr. Mills: The problem is that some of us stop and let golf carts go and some of us don't stop. So, there is some confusion.

Mr. Brown: I totally agree with the recommendation for a speed hump on Old Tramway Drive near the golf cart crossing. In fact, that's where the committee you set up recommended. So, whether or not we need a stop sign on Old Tramway Drive and Chatsworth Drive and whether we need a speed hump down Old Tramway Drive heading towards Balmoral Way near Dorset Place, I don't know. That never came up in the recommendation from the community you set up.

Mr. Darby: I would say there's no need for a speed hump on Balmoral Way because it's less than three quarters of the mile until the cul-de-sac. There are very few homes. Likewise, on National Drive, we have five homes. I don't know that a speed hump is going to have much effect.

Ms. Witcher: Carts come out of the golf course and don't even stop.

Mr. Brown: I would respectfully say that there are a couple of homeowners that spoke to me on National Drive that said they can't wait to get a speed hump. Then there are other people that live just between National Drive and where the recommended speed hump is across Old Tramway Drive between Holes 10 and 11, right past that curve going onto National Drive. Homeowners had cars run up on their lawn. So, I don't know whether there's an opportunity to put a stop sign there.

Mr. Darby: Where is that again?

Mr. Brown: Right where Old Tramway Drive hits National Drive.

Mr. Darby: Going into the golf course.

Mr. Brown: If you turn onto Old Tramway Drive heading to the golf course, when you get to National Drive, there's a stop sign. Maybe that will slow those cars down because I've seen tire tracks.

Mr. Wilkerson: That's a good idea.

Mr. Bosseler: When is our workshop?

Mr. Mills: November 10th.

Mr. Bosseler: I recommend that we get this map blown up, discuss it and invite everybody here to critique it, because I don't want to go through what we went through last time.

Mr. Brown: I respect what you're saying, but having lived on Old Tramway Drive and lived with the committee that was set up three years ago, I know the people we spoke to on Baytree Drive did not like the speed hump, but it has slowed traffic down. I would like to go ahead with the speed hump on Old Tramway Drive between Holes 10 and 11 and recommend we put a stop sign at Old Tramway Drive and National Drive to see what happens.

Mr. Mills: We have our workshop on November 10th and the next regular meeting in December. Could we discuss it in November and take action in December?

Mr. Brown: I want the speed hump now. I'm sick and tired of talking about this for three-and-a-half years.

Mr. Brown MOVED to install additional speed humps on Old Tramway Drive between Holes 10 and 11. There being no second to the motion, the motion died.

Mr. Brown: That's fine.

Mr. Mills: Make sure it's a topic of discussion in November.

Mr. Darby: Peter, can I ask a favor? We are looking at this diagram and it's very helpful, but it's not always clear. Could you list for us in a table form, where the existing ones are, where you are proposing a stop sign and where you are proposing a speed hump? Just give us the intersections or the closest reference point, like on Baytree Drive between X and Y, so we can unambiguously look at these things and know exactly what they are talking about.

Mr. Armans: How about if I give the nearest address?

Mr. Showe: Number each of these, so you can refer to each one individually.

Mr. Darby: I will give you an example. You have a speed hump proposed on Baytree Drive between Kingswood Way and Glastonbury Place. We can see on this diagram where you are, but some of the black ones are very dark, so I want to know where those are. I think a table would be helpful too, because the Board can say, "Yes, no, maybe" or "something else."

Mr. Wilkerson: Where were the speed humps originally placed?

Mr. Darby: Well, it was always a trial, Wayne. We never really scheduled to go beyond the trial

Mr. Wilkerson: There was an accident the other day. She never saw the golf cart. It knocked the front wheel off and the front axle and spun it around in the middle of the road. We were all sitting there. We know that the speed hump on Old Tramway Drive is effective. All of us know that. It works. The neighbors have gotten used to it. Everyone says the same thing. I haven't heard anybody complain about it. Are we just going to remove it?

Mr. Mills: We are not going to change our minds. We just wanted to make sure that we want to put them where they should really go. What about if we go ahead and put the stop signs on Baytree Drive at the four stops, including one at National Drive? Let's do it that way before we do the speed humps. It's cheaper and it will slow traffic down.

Mr. Wilkerson: It's quicker.

Mr. Showe: We have a community where we put new stop signs in and it seems to have helped. You are still going to have people that blow right through them, but it is much cheaper and quicker to put them in. We coordinate all of that.

Mr. Darby: Where do you want to put them? We should put one at Baytree Drive and Bradwick Drive.

Mr. Showe: Do you want two signs?

Mr. Darby: It's a four-way stop. Oh, there are two there already.

Mr. Mills: Add two there and a three-way stop sign at Old Tramway Drive and National Drive.

Mr. Showe: We would be adding two at Old Tramway Drive and National Drive.

Mr. Mills: Yes.

Ms. Witcher: What about the one on Baytree Drive and Old Tramway Drive?

Mr. Darby: There is a speed hump there. What about Glastonbury Place and Baytree Drive? We should have a stop sign. Old Tramway Drive and Chatsworth Drive.

Mr. Brown: I don't see it. You guys live back there.

Mr. Darby: It's pretty curvy.

Ms. Witcher: We need a stop sign between National Drive around the curve to stop people down.

Mr. Showe: The nice things about stop signs is if you want to put four up for now, you can do two more at the next meeting. It doesn't take a whole lot to get them.

Mr. Mills: How long did it take us to get the stop signs?

Mr. Showe: If you want to go with the decorative poles, that's going to be your fixed cost in matching those decorative poles.

Mr. Mills: Why don't we do them temporarily and order the matching posts?

Mr. Showe: You can use the galvanized poles.

Mr. Mills: Yes.

Mr. Showe: We can get those in rather quickly.

Mr. Mills: Then why don't we go ahead and do Old Tramway Drive and National Drive, Bradwick Drive and Baytree Drive and Chatsworth Drive. They come around that corner on Chatsworth Drive very fast. Is the Board okay with just putting three in for now?

Mr. Showe: I have four. We can put in as many as you guys make a motion for.

Mr. Bosseler MOVED to install four additional stop signs; two at Bradwick Drive and Baytree Drive, two at National Drive and Old Tramway Drive and two at Old Tramway Drive and Chatsworth Drive and Mr. Darby seconded the motion.

Mr. Darby: With the provision that we have temporary posts to replace the decorative posts.

Mr. Showe: Just to be clear, you want two at Old Tramway Drive and National Drive and two at Bradwick Drive and Baytree Drive.

Mr. Darby: No. We said three at Old Tramway Drive and Chatsworth Drive.

Mr. Mills: We need two there.

Mr. Showe: That's a total of six.

On MOTION by Mr. Bosseler seconded by Mr. Darby with all in favor the installation of six additional galvanized steel stop signs; two at Bradwick Drive and Baytree Drive, two at National Drive and Old Tramway Drive and two at Old Tramway Drive and Chatsworth Drive was approved.

Mr. Mills: Very good.

Mr. Showe: We will get galvanized poles and coordinate the striping and installing the poles. We will also order the decorative poles to match existing stop signs.

Mr. Mills: How quickly can we get those in?

Mr. Showe: Pretty quickly. That material is available. We just have to get our crew in to install them.

Mr. Mills: I would say to install them as soon as possible.

Mr. Armans: The last item in my report is the drainage at the playground area. At the last meeting, we looked at the drainage pattern and where we can take water without altering the drainage pattern. So, we are recommending installing French drains into the back in the wetland area.

Ms. Witcher: As an alternative to putting French drains in that don't last a long time because we need constant maintenance on them to keep them open, can we put a culvert where the play area is where the water is pulling, because we own the wetlands across the road? We don't want to put water on top of more water because it's going to fluctuate so much. It's hard to sit in the pavilion with mosquitos eating you.

Mr. Armans: Apparently the water that is there goes eventually to that same location. It just makes it through a bigger loop.

Ms. Witcher: Will it slow it down? It's wet back there. We don't own that pond on the other side.

Mr. Armans: The water actually drains the other direction. So, if you are looking at the exhibit, the water flows from west to east. When the water goes straight south, it's not going west after that. It's going east.

Mr. Darby: There is a drainage ditch beyond the fence that borders our property in that conservation area. It's depressed by maybe three or four feet from grade at that point. I think you are looking at discharge into that drainage ditch.

Mr. Armans: Behind the fence.

Mr. Darby: Right.

Ms. Witcher: Will it handle the volume of water that we have there. We have a lot of water now because of the surface of the concrete on the driveway that we did not have before.

Mr. Bosseler: Carolyn, the drains cause puddles, but that's the way it's going now. It's handling it now. It should handle it in the future.

Ms. Witcher: But that entire area is mushy though.

Mr. Mills: This will just move it faster.

Mr. Darby: It's mushy because we don't have a drainage system set up. Once you have a drainage system to move that water away, it should firm up. In addition, the parking lot to the pavilion is pitched both ways. The top half towards National Drive is pitched to the retention pond. The other part near the pool pitches down towards the pavilion. That was always wet, even before we put the parking lot in. It's just a low spot.

Mr. Armans: Carolyn, to your question about putting a catch basin in, we can easily change it to a catch basin, except if you were to go to a playground. You will have that metal structure on the surface. So that's why we went with the French drain.

Mr. Darby: By the way, Atkins recommended the same thing.

Mr. Mills: Peter, one other area that William and I noticed on Monday was between the tennis court and the pavilion, towards the parking lot. There is a ditch there now; however, it does not drain completely all the way through. Would your recommendation be to put a French drain there or make the swale deeper and then sod it?

Mr. Armans: We can look at it. It is not draining because it's a low spot. It is not draining because there is standing water and it's backing up. We would basically have to move the water faster by adding a French drain.

Mr. Mills: Okay. After the meeting, I want to talk to you and Jason about clearing out the area between the parking lot, where all of that water is laying there.

Ms. Witcher: How much maintenance is on the French drain?

Mr. Armans: Honestly, it depends. We can put in some cleanouts to make it easy to retain the junction areas.

Ms. Witcher: I think that would help.

Mr. Armans: We can do that.

Mr. Bosseler: Are we going to add any fill in there to build that area back up where the old playground was?

Mr. Armans: For the sake of adding a playground area, we could look at adding backfill.

Ms. Witcher: Is that where you want to put the swings, because we need an area to put the swings in?

Mr. Mills: We can talk about that again in November.

Ms. Witcher: We can think about that when we have our November workshop.

Mr. Mills: We can look at that area after the meeting. Is there anything else, Peter?

Mr. Armans: That's it for me.

Mr. Mills: Are there any questions for Peter?

Mr. Armans: Are there any requests for the next meeting?

Mr. Darby: The only thing is the table I mentioned earlier about speed humps and signs. Could you prepare that?

Mr. Armans: Yes. We will revise it and send it to you.

Mr. Darby: Okay great. Thank you.

iii. District Manager

Mr. Showe: Before we get to the Field Report, I wanted to see if the Board would be amenable to moving the December meeting. Because of the holidays, we have a lot of conflicts on December 2nd. I would like to attend that meeting. If you move it the day before, the day after or a week after, that will help staff so we can give you the best service.

Mr. Mills: Probably the best thing is to keep it the first week of December, away from Christmas.

Mr. Showe: That Wednesday, the 2nd, is a huge challenge.

Mr. Mills: How about Monday or Thursday?

Mr. Showe: Thursday would be fine. We can have it on December 3rd at the same time.

Mr. Mills: That's an evening meeting.

Mr. Brown: We have to see if the IOB Clubhouse is available.

Mr. Showe: We will coordinate that.

Mr. Darby: I'm good.

Mr. Bosseler: I'm not available. How about Tuesday?

Mr. Showe: Tuesday, December 1st would work for me.

Mr. Mills: Is December 1st alright, Mike?

Mr. Pawelczyk: Yes.

Mr. Mills: Okay. Let's make it December 1st.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor moving the December meeting to December 1, 2020 at 6:00 p.m. was approved.

1. Field Manager's Report

Mr. Viasalyers: I have a few things starting with pool. Staff installed the new bulletin board that was discussed at the last meeting. We also have been working with Richard to address stains. The pool vendor was using a citric acid product that has been eliminating a lot of those heavy stains. It is going to take some time, but so far, we are seeing great results with it. We are going to continue to do that with the pool vendor. We are also working on getting some new signs put up on two pool tables, asking residents to please close umbrellas. High winds would knock them over and damage them. It is an added expense to replace them. Since installing those, we had a great reduction in having to replace those. We also installed the new sanitary sign in the Ladies Room. There are a couple of proposals that I would like to go over for potential work in the guardhouse. The first one is with Brevard Windows & Doors to remove existing sliding glass doors on both sides of the guardhouse and replace it with hurricane impact glass. That one is \$7,110. We have a second proposal from another company, A Better Renovations for \$7,200.

Mr. Darby: What would a normal door cost that is not hurricane impact?

Mr. Viasalyers: I didn't get a quote for that based on the discussion we had.

Mr. Darby: I'm just wondering if we would be better to get shutters.

Mr. Viasalyers: I can bring some different proposals to the next Board meeting.

Mr. Darby: That would be fine.

Mr. Viasalyers: So, we are tabling that one. The other proposal is to remove the existing laminate flooring in the guardhouse. I don't know how many of you have been in the guardhouse, but it's definitely old. The vendor is quoting \$1,300 including removal and labor.

Mr. Mills: I can get the material wholesale.

Mr. Brown: Is this in the budget?

Mr. Showe: It is coming out of your 2021 budget. It's minimal.

Mr. Mills: I just want to make sure. We can't afford the speed hump.

On MOTION by Mr. Darby seconded by Ms. Witcher with all in favor the proposal from A Better Renovations to replace the existing laminate flooring in the guardhouse in the amount of \$1,300 was approved.

Mr. Viasalyers: The only item I have is Alan and I have been working with the tile guy. We installed the column bands. I hope everyone had a chance to see them. They look good. That's all I have unless the Board has any questions.

Mr. Mills: I just want to say what an asset William is. He goes out of his way to make sure all of us are taken care of and the community is taken care of. He rides around every other Monday. I try to do that with Mike from Tropic-Care. I hope you see that there are a lot of new things happening in Baytree. Even the pruning looks better than it did before. Tropic-Care has really stepped up to the plate and has done some good things. So, congratulations, William.

Mr. Viasalyers: Thank you.

Mr. Darby: William, just a couple of things to follow up on from the last meeting. We talked about bike racks at the pool. Are we doing anything on that?

Mr. Viasalyers: We didn't know if that was part of the discussion we were going to have at the workshop.

Mr. Darby: We can defer it to the workshop. I know you worked on the guardhouse improvements. What about the ramps at the guardhouse?

Mr. Viasalyers: I'm still waiting on some proposals. Thanks for reminding me. I haven't received them yet.

Mr. Mills: I talked to Matt about that. The stepping up would be more of a ramp. He was sort of hesitant to say, "Maybe, I will just leave it like it is." So, we might want to verify that is what he wants.

Mr. Darby: Yes. He is one that requested it. Jason, I have a couple of follow ups from the last meeting.

Mr. Showe: Sure.

Mr. Darby: Are we going to get details of the capital outlays from 2020?

Mr. Showe: Yes, I sent it out in an email to the Board.

Mr. Darby: If you can just resend it, that would be great. What about the final contracts that Mel signed? Did they include escalation?

Mr. Showe: Yes, Mel signed them. All vendors held their prices except for security, which the Board agreed to increase.

Mr. Darby: Will the Board get copies of those contracts?

Mr. Showe: We can send those out to you?

Mr. Darby: Thank you. What is the status of the tennis court system?

Mr. Viasalyers: We are waiting for it.

Mr. Darby: We talked about looking for a no cost line of credit.

Mr. Showe: We confirmed that. I conferred with Mel. We still have our current line of credit, so there is no additional money due. We closed the Wells Fargo account. The line of credit is with Suntrust. There are very minimal charges because we keep a lot of our operating funds there. So, it's really only used if we need it.

Mr. Darby: That's all I had.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, from May 28, 2020 to July 27, 2020, we have Checks 53739 through 53741 in the amount of \$78,911.67. These were the last of the Wells Fargo accounts. In the SunTrust account, we have Checks 7 through 41 in the amount of \$118,864.02. In your Capital Projects Fund, we have Check 108 in the amount of \$450 and August payroll in the amount of \$923.50, for a grand total of \$199,149.19. William and I can answer any questions.

Mr. Mills: Jason, last year, we received get our checks the week after the meeting. Now we receive them a month after the meeting.

Mr. Showe: I'm working on that. I know last month was delayed. They initially cut them out of the Wells Fargo account before we closed that so there was no delay.

Mr. Mills: Okay.

Mr. Darby: The invoices for Dewberry for over two months is about \$10,105. If you take that over the year, that is going to total \$60,630. That is an average. Our budget is only \$30,000. As I have said at prior meetings, we need to be mindful of engineering expenses. It's probably one of our largest single expenses other than security. So, we just really want to pay attention to it.

Mr. Showe: We will keep an eye on it. A lot of it was when they got here in the beginning, getting onsite and learning the project. Obviously with the scope, they should be able to control that.

Mr. Armans: The other cost is the Speed Study. We had to prepare a separate scope.

Mr. Darby: It's our first two months with this company, so you can understand my concern. I want to make sure that this is not a trend. Secondly, I noticed that we spent \$14,633 in insurance. I know there is probably property liability. Have we bid our insurance out recently?

Mr. Showe: There are only about two firms in the entire state that provides CDD insurance. Internally we look at costs. This one is the better of the two. It is for a year's full worth of insurance.

Mr. Darby: I understand. It's a big number.

Mr. Showe: That is the one we use for most CDDs. They are cheaper than the other one, but there are only about two firms in the State of Florida.

Mr. Mills: We discussed that in the past.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Check Register for July 28, 2020 to September 29, 2020 in the amount of \$199,149.19 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. All account items are in the same shape that we have seen in the past, so we are in good shape.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Rich?

Mr. Bosseler: I have one item, Jason. We talked about doing a letter to the Space Coast Credit Union asking them to share that \$16,000 bill.

Mr. Showe: I didn't send one.

Mr. Bosseler: Could we include that they removed the six or eight dead trees along the fence?

Mr. Showe: We can do something.

Mr. Bosseler: They probably won't share the bill.

Mr. Mills: Along with that, William, have you made any headway with them replacing the lights that they smashed?

Mr. Viasalyers: No. I am still working on that.

Mr. Mills: They damaged the monument too. Correct?

Mr. Viasalyers: The front of it.

Mr. Mills: We probably should include that in the letter as well so it's in writing. Anything else, Rich?

Mr. Bosseler: No.

Mr. Mills: Rick?

Mr. Brown: Two things. Jason, did you have a chance to take a look at moving the flagpole?

Mr. Showe: Yes. There are a couple of locations. One may be near the fountain.

Mr. Brown: I like that.

Mr. Showe: At the last meeting, it was discussed putting the flagpole in front of the guardhouse. You may need a permit if you move it. You also need permanent lighting because it has to be lit up at night.

Mr. Brown: There is electric by the fountain. Isn't there?

Mr. Showe: Yes. It is just an additional cost that you must consider. It's something that we can certainly look at and put a proposal together for the next meeting.

Mr. Mills: What about where the Pygmy Date palms or Robellini palms are in the first island? There are lights right there?

Mr. Showe: We can try that.

Mr. Mills: It will not impede vision for traffic either.

Mr. Showe: The current location of the flagpole is getting cluttered with the new power lines from the stop light. So, we would like to move it to a new location.

Mr. Mills: That works for me.

Mr. Brown: Secondly, I would like everybody to know that we signed the agreement. Is this the second or third year with the holiday lights?

Mr. Mills: This is the final year. Next year we will be looking at a new contract, whether it is the new company or not, but we kept the budget for this year the same as last year. I just wanted the Board to know that with some of the new landscaping that has been done in the past year. I'm going to be talking to the contractor when he comes here in November to set up the holiday lights about expanding that for the following year. So, I may be coming back with a proposal. Also, I want to thank the BCA. They said that they would honor their agreement to provide \$3,000 from their budget to help offset the holiday lights. So, Wayne and Joanne, thank you.

Ms. Wagner: Do we need to do anything on the electricity to double check before the lights are hooked up?

Mr. Brown: As I understand it, all new ground fault indicators were put in over the last year or so. They were out more than they were on.

Mr. Mills: All of the exposed wires were secured.

Mr. Brown: That's all I have.

Mr. Mills: Carolyn, do you have anything?

Ms. Witcher: At our workshop, we should probably finish the cost analysis for the project at the pool area, driveway and all of that.

Mr. Darby: Are you talking about the project at the pavilion and parking lot?

Ms. Witcher: The pavilion parking lot, now we have new drainage, landscaping and everything, just to see what's there.

Mr. Darby: We did discuss it three or four meetings ago.

Mr. Mills: She was not here. Do you have anything else, Carolyn?

Ms. Witcher: No.

Mr. Mills: How about you, Jerry?

Mr. Mills: I'm good. Jason, we had four people who were delinquent in getting their assessments and no penalties were charged.

Mr. Mills: Was there a reason we didn't penalize them?

Mr. Showe: Discounts and penalties are actually deductions. Those are an indication that they actually paid their bills before the due date. When you don't see deductions and penalties, that means you got the full gross of the assessment.

Mr. Mills: I understand. It's a little confusing.

Mr. Showe: We probably should show the negatives.

Mr. Mills: The commissions are not commissions.

Mr. Showe: It's a 2 percent commission for the Tax Collector.

Mr. Mills: You might want to note that is a 2% fee.

Mr. Showe: We can update that.

EIGHTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Are there comments from the audience?

Mr. Wilkerson (BCA): I have a couple of items. Jerry, do we have to leave those signs at the parking area? They are more like a warning. I think the warning was the repeated use of heavy vehicles on cracked concrete. I hate to see warning signs.

Mr. Darby: There are two meanings for this. First of all, concrete cures over time and it gets to its full extent in six or twelve months after it has been laid, which is well past that date. The other was to try to dissuade Waste Management from taking their trucks and going up there and parking. They used to do that when it was not paved. The signs are less than effective because Waste Management takes their trucks and parks up there anyway. I don't have strong feelings one way or the other. It did serve its purpose during the early curing process. If you feel strongly, I have no problems removing it. We just have to keep on Waste Management to stay out of the parking lot.

Ms. Witcher: They were sitting there eating their lunch, weren't they?

Mr. Mills: Yes.

Ms. Witcher: There is nowhere for them to park. They are not supposed to be in driveways.

Mr. Mills: That's true. It's is meant to dissuade people from having large vehicles in there. You are right. A very large truck weighs over 5,000 pounds, but those aren't what we were trying to target. I don't feel strongly one way or the other.

Ms. Witcher: I would leave them up for a while. We don't want people to get into a habit.

Mr. Mills: I don't feel strongly one way or the other. Does the Board wish to take them down?

Mr. Brown: Leave them up for the time being.

Mr. Wilkerson: Secondly, Jerry questioned engineering costs quickly and that's a red flag. Are you saying that we changed engineering companies, but we are going to pay twice the price?

Mr. Darby: I'm saying that the first two invoices we received totaled \$10,000. I looked at that to see what the trend was and was kind of shocked. I hope the trend is not that we are going to keep up with that rate because it would be clearly over \$60,000. The real question is how much is this initial startup cost? Plus, several projects were approved today that we needed additional information on. I guess my feeling would be to take a look at months three and four. If

I don't see some dramatic trends going in the opposite direction, I think we need to throw out the alarm.

Mr. Brown: Yes.

Mr. Darby: That's my personal opinion.

Mr. Wilkerson: I've been gone for the summer and when I returned, the place has never looked better. The stone on the front is outstanding. The place looks fantastic.

Mr. Mills: Thank you.

Mr. Wilkerson: It's a real tribute to our Board and whoever took an active part. Thank you very much for staying on top of it.

Mr. Mills: Thank you.

Mr. Darby: Thank you.

Mr. Mills: Does anyone else have any comments? If not, we need a motion to adjourn the meeting.

NINTH ORDER OF BUSINESS

Adjournment

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



Secretary/Assistant Secretary



Chairman/Vice Chairman