

**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 5, 2022** at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum:

Melvin Mills	Chairman
Richard Brown	Vice Chairman
Carolyn Witcher	Assistant Secretary
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jeremy LeBrun	GMS
Michael Pawelczyk	District Counsel
Peter Armans (<i>via phone</i>)	District Engineer
William McLeod	DSI Security
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Armans: I don't have much to report besides the sealcoating. We were onsite on Monday, the first day that they started applying it. We arrived towards the end of the day to get an idea of what the final product would look like. They finished four of the side streets on Monday and at this point, they are approximately 50% completed. They did not encounter any problems. If you have any issues or any specific concerns that you want us to look at, just let me know.

Mr. Mills: At the end of the meeting, some residents may have some questions that we can answer.

Mr. Brown: One question that has been raised by a number of my neighbors is on the longer streets like Baytree Drive, Old Tramway Drive and Kingswood Way, where you have houses on both sides of the street, it would be helpful when they send out their notices that they're going to do Old Tramway Drive, state what numbers they are doing to do. Are they going to do the even numbered homes up to 3034 or the odd number homes up to 3033? This way people will have a better sense of what side of the street is being done as opposed to what the notices are just saying that they are going to do Old Tramway Drive.

Mr. Armans: My understanding is that they are installing yard signs that show where they are planning to start and end. I will confirm that is the case. If not, I'll ask them to do that.

Mr. Brown: They are doing that.

Mr. Showe: They were doing that the day before the sealing. They provide us with a schedule once a week and I'll ask them for the next set of schedules. If they can tell us which side they are doing, even or odd, so folks can have some idea.

Mr. Brown: I assume that they are using Google Maps.

Mr. Showe: Right. As with the entire schedule, it is very much up in the air until the day they get here and start working on it, due to the weather.

Ms. Hill: I live on Balmoral and they are doing our street today. I was told that they were doing one lane only today and another lane tomorrow. What they didn't tell people was don't park on the street at all. What happened was, people parked on the lane that was not to be done. They did not do anything. The sign says, "*Don't Park Here.*" They didn't park there, but they parked on the lane that was the through traffic lane. People just took it literally. I'm sure tonight that they will move, but Andover Way didn't get done until 7:00 p.m. last night and they can't park on there.

Mr. Brown: Right.

Ms. Hill: They have to park further away. It needs to say, "*No Parking on This Street*" for two days.

Mr. Showe: Yeah.

Mr. Mills: The sign basically does say, "*No Parking,*" but it doesn't say.

Mr. Showe: They put it on one side of the road. Anyone that came to me I said, “*Don’t park on the other side of the road, park further down or on the other side of the cul-de-sac.*”

Ms. Hill: There’s no signage or anything in here saying that.

Resident (Sandy Schoonmaker, Kingswood): It certainly doesn’t. It says, “*Do Not Impede the Traffic.*” Impeding traffic means blocking the road.

Ms. Hill: You got it and I got it, but not everybody got it. They weren’t being difficult to get along with, they just didn’t get it.

Mr. Mills: To clarify, Andover Way did not get done until 7:00 p.m. They were predicting rain yesterday afternoon and when big black cloud came over them, they stopped and came back in the afternoon. We were out in the evening and came in about 7:30 p.m. and the guy was just pulling the machine back at the guardhouse. So, they worked and got Andover Way completed last night. That may happen, so be prepared that they could start a project and if it starts to rain, they are going to stop. You have to communicate that, Sandy, if you will, in your notes.

Mr. Showe: That’s one of the reasons why we are only getting a week’s work of a schedule at a time because there’s so much that can impact that schedule. Is there anything else for the District Engineer? Hearing none,

**Mr. Armans left the meeting at this time.*

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: William?

Mr. McLeod: Good afternoon. Since last month, we’ve had five Supervisor visits out to the guardhouse. Between that time, we had a little bit of a storm run through. I’m sure that everyone heard about it. We did end up closing the guardhouse on a Wednesday night and we returned on Friday morning. All officers were safe. Nothing happened to their homes and everyone reported okay. It looks like there was minimal damage. I was asked at the beginning of last month to remove an officer that was suffering from some customer service issues. He was removed. We have yet to find a replacement. That’s about it.

Mr. Mills: Okay. Are there any questions for Bill? Okay. Great. Thanks, Bill.

Ms. Hill: Thank you.

B. BCA

There being none, the next item followed.

C. Isles of Baytree

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of the Minutes of the September 7, 2022 Board of Supervisors Meeting

Mr. Mills: We need a motion to approve the minutes.

Mr. Showe: Just as a note, I received several amendments to those minutes, so we would take a motion at this point to accept those minutes as amended.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Minutes of the September 7, 2022 Meeting were approved as amended.

FIFTH ORDER OF BUSINESS

Agenda

A. Consideration of Agreement for Security Services with DSI

Mr. Showe: We provided DSI a raise several months ago. All this does is extend that raise. There are no additional fees allocated to them. It just extends the term through September 30, 2022. So, it would be our recommendation to approve that agreement.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Agreement for Security Services with DSI was approved.

B. Consideration of Agreement for Aquatic Management Services with ECOR

Mr. Showe: Anything that is chemical dependent, we did get more of a raise than we had anticipated. It is about \$1,500 to \$2,000 over what was originally budgeted, but there are funds available in that line item for some additional work that would cover it. Everything dealing with chemicals are much higher than anticipated. ECOR does a great job and they are incredibly responsive, so, it would be our recommendation to approve that agreement.

Mr. Mills: I have a question before we go into that. This is a legal question. Mike, should we ask them to increase their minimum limits to \$1 million on auto coverage in today's environment?

Mr. Pawelczyk: Well, we have sovereign immunity. I don't know what they currently have. They might not even have \$1 million in Commercial General Liability (CGL) coverage.

Mr. Showe: We can verify it.

Ms. Hill: If they increase it, wouldn't their cost go up?

Mr. Pawelczyk: If they do increase it, then you would have to pay for the increase.

Mr. Showe: Correct.

Mr. Pawelczyk: But it's probably not necessary. You have a policy with auto liability.

Mr. Showe: And workers compensation.

Mr. Pawelczyk: I think it would be different if they were doing something other than just driving their vehicle into the community than if they were operating their vehicle for purposes of providing a service. That would be a little different. We either have \$100,000 or \$1 million in CGL coverage, which is what is recommended. We usually start with \$1 million on auto liability, but sometimes the contractor will come back and say, "*We only have \$500,000.*" The manager will say, "*That's plenty.*" So, we can ask them and if we can, we can change it. To clarify, this is a new agreement using the same form because the other one expired on September 30th, I think.

Mr. Showe: Yeah.

Mr. Pawelczyk: Rather than do another amendment, which would've been the third or fourth amendment.

Mr. Showe: The original agreement only allowed for two extensions. This is a fresh agreement.

Mr. Pawelczyk: So, we just decided to have a new agreement to clean it up. You can move to authorize execution of the agreement, subject to changing the auto liability to \$1 million, provided that there is no additional cost to the District. Otherwise, leave it as is.

Mr. Mills: I have another question as well. I wish Andy was here. They aren't doing monthly inspections of these lakes. I'll give you a perfect example. My neighbor up the street had grass growing in her lake for almost a year.

Mr. Showe: If I'm talking about the same resident, that's actually Spikerush, which is a beneficial plant. They typically will not remove or spray that plant as part of their service because it's a beneficial plant.

Mr. Mills: They did spray it.

Mr. Showe: We asked them to, based on that request.

Mr. Mills: Okay.

Mr. Showe: It grows irregularly, but it is a beneficial plant. They are not going to spray beneficial plants without instructions.

Mr. Mills: Alright. That's the end of my questions.

Mr. Showe: I'm aware of that one.

Mr. Mills: Okay.

Ms. Hill: Do we have to approve this?

Mr. Pawelczyk: You can approve the motion as stated by District Counsel, since we have a recording.

<p>On MOTION by Mr. Brown seconded by Ms. Hill with all in favor authorizing execution of the ECOR Agreement for Aquatic Management Services, subject to changing the auto liability coverage to \$1 million, provided there was no additional cost to the District was approved.</p>

C. Consideration of Facility Use Agreement with Renee Hubert

Mr. Showe: Next is another extension. All of our agreements seem to be extensions, so we started them all fresh again. This one is for water aerobics. We previously had three different instructors. Two of those instructors are either no longer qualified or no longer providing classes in the community. Renee is the only one still providing water aerobics instruction and she would like to continue that.

Ms. Hill: I don't know if it makes a difference for this agreement, but she's only doing that on Wednesdays and Fridays.

Mr. Showe: Right. She actually asked us to put the schedule in the agreement so she could change it in the future. If she wants to provide other days she can. The agreement also allows that if she wants to provide extra classes and we are okay with it, we can approve it and then bring it back to the Board.

Ms. Hill: Okay.

Mr. Showe: I think it is probably one of the most popular programs in the community, so we would ask for a motion to approve.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Facility Use Agreement with Renee Hubert was approved.

Mr. Showe: We want to point out that the tennis instructor's contract was not renewed. We got some feedback from some of the Board Members and residents that they weren't thrilled with the service and there were some complaints about that. So, they were informed to no longer provide tennis lessons.

Ms. Witcher: Do they have any access?

Mr. Showe: Their card was turned off.

Ms. Hill: But that doesn't cost us.

Ms. Showe: No, not at all.

D. Consideration of Pool Service Agreement with Beach Pool Service

Mr. Brown: Beach Pool Service provide all of the pool services for the District. I will point out that from September through May, they will provide three day a week service, but during the summer, June through August, they provide five day per week service. It is a little more than what we previously paid, but due to chemical costs, that's where that is driving from. We have enough money in the budget in the contingency line plus the services line to cover their contract.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Pool Service Agreement with Beach Pool Service was approved.

E. Discussion of Easement – 8175 Belford

Mr. Mills: Mike, do you want to discuss Mr. Ray now or in your report?

Mr. Pawelczyk: It's really up to the Board. It's on here.

Mr. Mills: Go ahead.

Mr. Pawelczyk: Pursuant to the Board's direction at the last meeting, you wanted District Counsel to go back and meet with Mr. Ray to see if an Encroachment Agreement could be

negotiated that will allow us all to resolve the problem that was thrust upon us that we didn't know about until recently. For the record, this is because the house was built on our drainage easement. I had a nice conversation with Mr. Ray. He is a very nice gentleman. He is very easy to talk to. He does not want to sign the Encroachment Agreement.

Ms. Witcher: Why not?

Mr. Pawelczyk: I can't really speak for him. He does apologize. He sent me an email saying that he is out of town and traveling this week. So, I wanted to explain to you what he was throwing at us. You can table it to the next meeting when he has a chance to present it for you, if you wish to or you can act upon it. He wanted the CDD to amend the easement to carve out the area that the home sits on. I said, "*Well I can't do that. I have no authority to do that. The Board didn't allow me to do that.*" I wouldn't recommend it to you because we don't know where the pipe is located within that drainage easement. We don't know from an engineering standpoint if we could abandon that part of the easement, but I do think that we need to do something. He said that he would rather pay once he knows how much it costs for the engineer to locate the pipe and he would use our engineer. So, we would have to get a proposal from our District Engineer to locate the pipe. At the same time, I spoke to Jason and we want to check the pipe and we want to make sure that its solid and there's no damage. If we have to fix it, we want to fix it now rather than later. So, we could TV the pipe with a camera and GPS where its located. He would like to do that subject to how much it is going to cost. If it works out where we can abandon that small portion of the easement, I think it's a 10-foot easement.

Mr. Showe: Yeah.

Mr. Pawelczyk: I don't think that the house encroaches more than 2 feet. Where it does encroach, is the screen. That's the largest portion. You actually have a solid structure that is not encroaching more than 1 foot. So, if the pipe is in the middle and its just the drain pipe, we don't even know what the size of the drain pipe is. If we know all of that information, maybe the District Engineer will say, "*Yeah, you can abandon that pipe.*" They will pay for the cost to record the amended easement, whatever that is. He wants to know what the cost is going to be, but before we do anything further, we need to present this to the Board to authorize that direction.

Ms. Hill: How much will it cost the Board? He said that he's going to pay. Is there any expense to us?

Mr. Brown: We won't know until we find out what the proposed amount is.

Mr. Pawelczyk: The answer is no.

Mr. Showe: Correct.

Mr. Pawelczyk: Okay? I would charge my legal fees to him, which isn't much. It's just an amendment to an easement. It's like an hour worth of work. To record the easement is probably a couple of hundred dollars. You have to pay the engineer and the engineer would have to give us a proposal as to how much it is. It could involve also, the preparation of a new legal description to carve out that area. The engineer would have to carve out the area. I would rather carve out a straight line so we have an 8-foot easement rather than a 10-foot easement, but I think that is going to be up to your engineer to carve out that area. It depends where the pipe is.

Ms. Hill: Is there any requirement that the easement must be 10 feet? Is there a legal requirement?

Mr. Pawelczyk: No. I would say from a development standpoint, there is typically a 10-foot easement. Because you can put anything on the easement that you want. It's just what is underneath it. If you were to put a fence on that property line, the first thing that your contractor should look at is there is an easement there. I don't even know where the pipe is. I don't want to put a hole in the pipe. Typically, those pipes are on the property line.

Ms. Hill: Are they colored pipes?

Mr. Pawelczyk: It's probably corrugated plastic.

Mr. Showe: Probably.

Ms. Hill: Because we have a French drain.

Mr. Pawelczyk: No. This is a pipe that goes from the road to the lake.

Ms. Witcher: It was done during the infrastructure. It wasn't done when the house was built.

Mr. Pawelczyk: This was done before the house was built.

Ms. Witcher: They did this when there was empty land out here.

Ms. Hill: Okay.

Mr. Pawelczyk: Then they put the houses on it. For some reason, they put the pipe where they put the house.

Mr. Mills: Alright. We abandoned or we had the easement modified. If something happens to that pipe that backs up on our property for some reason, now we are at a battle of who is going to repair the pipe; him or us.

Mr. Showe: It's our easement. The challenge is the agreement that we presented him essentially says, *"If there's a problem with that pipe and we have to tear your house up, we're fixing the pipe and your house is your responsibility."*

Mr. Brown: Right.

Mr. Pawelczyk: Right. Because you knowingly bought a house that sits on a drainage easement.

Mr. Showe: Correct.

Mr. Mills: But I'm saying, if the easement is released and there is an issue with the pipe...

Mr. Pawelczyk: It wouldn't be the whole easement. It would just be that portion of the easement.

Mr. Mills: Okay. If there's an issue with the pipe, who is going to pay to correct it?

Mr. Pawelczyk: The CDD.

Mr. Showe: It's our pipe.

Mr. Pawelczyk: It's the CDDs pipe.

Mr. Mills: Even though it's on his property?

Mr. Pawelczyk: It's on his property right now.

Mr. Mills: But if we release the easement...

Mr. Pawelczyk: No. You're just releasing the portion of the easement, if there's 10 feet, the house sits on this little spot, a portion of it.

Mr. Mills: Right.

Mr. Pawelczyk: Okay. Chances are that the pipe is right here.

Mr. Showe: Right.

Ms. Witcher: But we don't know.

Mr. Pawelczyk: We don't know where the pipe is. What we told him initially was, *"We did the Encroachment Agreement and it said if the pipe collapses and we need to go in there and fix that pipe, if our contractor screws up, don't come to us because your house is on the easement. It's not our problem. It's your problem."*

Mr. Showe: Right.

Mr. Mills: I understand all of that.

Mr. Pawelczyk: Nothing changes from a maintenance or operational standpoint. We would just lose from 6 inches to a 1 foot and a half of space on that easement up against his property.

Mr. Mills: But if the pipe is under his pool area...

Ms. Witcher: We don't know that.

Mr. Pawelczyk: Not a pool. Let's say the pipe is closer to his house, which is my concern and Jason's concern, if the pipe is closer to his house, we're going to say that we can't give up our easement.

Mr. Mills: There you go. That's all I wanted to know.

Mr. Showe: If the pipe is actually 3 or 4 feet from his house, then we can waive some of that portion.

Mr. Mills: I got it.

Mr. Pawelczyk: The engineer can tell us that it's not a problem to go in there and fix.

Mr. Brown: It comes down to the location of the pipe, integrity of the pipe and how much it is going to cost.

Mr. Showe: Well, how much it is going to cost him.

Ms. Witcher: He is going to pay for the engineer.

Mr. Brown: The engineer is going to have to make a quote as to how much that work is going to cost.

Mr. Showe: Correct.

Mr. Brown: It is then his decision on whether that is a reasonable amount for him to pay.

Mr. Pawelczyk: I think what we need to do is bring that information back anyway and give Mr. Ray a chance to come to the meeting, as long as you are okay moving in this direction.

Mr. Showe: Right.

Mr. Pawelczyk: Jason and I talked about this and we share the feeling that we'd rather fix it if we can.

Mr. Showe: Right.

Mr. Pawelczyk: To fix it was to do the Encroachment Agreement. He is not going to agree with it and I don't have any objection to him not agreeing with it. I understand why he doesn't agree.

Ms. Witcher: He doesn't gain any information.

Mr. Pawelczyk: He would rather spend his money to fix the easement if we can. If we can't, then that's a bridge we'll have to cross.

Ms. Hill: As a Board, we should know what our liability is.

Mr. Mills: Exactly.

Mr. Pawelczyk: The way that I look at it is, you get a free look at the pipe at his expense, to make sure that our pipe is okay that has been there for 25 years.

Ms. Witcher: 28 years.

Mr. Pawelczyk: So, you get a free look and we locate it and we will know where it is in the future, even if it is close to his house. If it is close to his house, we'll have to address that.

Ms. Hill: There is a product that we can put inside of the drain.

Mr. Pawelczyk: So, you don't have to dig up as much.

Mr. Showe: My guess is that they will TV the line once they locate it and they can use that to geo-locate exactly where it is.

Mr. Brown: He can get the equipment from Home Depot for \$270.

Mr. Showe: Do you want to provide us a quote, Rick?

Ms. Hill: The engineer is still in business.

Mr. Showe: Yeah.

Mr. Pawelczyk: If that's the direction, we'll coordinate with our engineer and bring back a proposal. We'll share that with Mr. Ray ahead of time so he will at least have some information.

Mr. Mills: Yes. Perfect.

Mr. Pawelczyk: So that's the overview.

Mr. Showe: As Mike said, you gave us previous direction and this wasn't included as part of that previous direction. So, we just needed some direction.

Mr. Mills: Okay.

Mr. Pawelczyk: It's been 28 years, so there's really no hurry at this point.

Mr. Mills: Right.

Mr. Pawelczyk: But we do want to know just in case there ever is an issue with that pipe.

Ms. Witcher: We're going to have to look at it anyway. We might as well.

Mr. Pawelczyk: I would rather figure it out now.

Mr. Mills: Thanks, Mike.

Mr. Pawelczyk: Yes sir.

F. Consideration of Budget Amendment

Mr. Showe: In your agenda, we have Resolution 2023-01, amending the Fiscal Year 2022 budget. We have to do one of these every year. Depending on expenses and how things go, certain account lines go over. We are recognizing carry forward to balance the budget. That is required to be done before we start our auditing process. Obviously, a lot of these expenses that were considered and changed, were already known in advance. They were considered as part of your budget, which was why we recommended the assessment increase that we did. Again, this is more of just a cleanup item that we do every year, procedurally. We would recommend a motion to adopt Resolution 2023-01.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor Resolution 2023-01 Amending the Budget for Fiscal Year 2022 was adopted.

Mr. Showe: That also keeps us from paying taxes on that extra money.

Mr. Mills: Right.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: There are a lot of projects going on all at once. We talked about the major one, which was the roadway sealing. I will also let the Board know that we did hear from the lake bank restoration vendor. They plan to start next week. They are also doing Viera at the same time. It will probably take next three to four weeks to complete the entire project. Today, we provided notice to all homeowners who are having work done right behind their house. We placed notices on all of their homes, letting them know that this was going to be happening. Every time we do this project, if you hear from any residents having a problem with turf and sprinkler heads being damaged, get a hold of us immediately. We always correct those issues.

We always take care of the residents. We don't expect them to have any damage from it. Obviously, they are taking large equipment through people's yards and things happen. We'll always take care of it. Other than that, those are the two big projects that we have going on right now and those are our big projects for the year anyway. We're getting it done early.

B. Additional Staff Reports

i. Attorney

Mr. Mills: Mike, do you have anything?

Mr. Pawelczyk: I have nothing further.

ii. District Manager

1. Field Manager's Report

Mr. Showe: Andy had some issues with his vehicle. We can answer any questions. We are having some challenges with the rear gate transponder system right now. Something happened with the storm. Likely there is some water intrusion somewhere. We actually had similar issues at every property we manage that has a gate access system right now. The company is doing it as quick as they can to get out and resolve it. So, it will be open and resolved as quickly as we can. The front gate, we believe is up and operating. The guards have been handing out a schedule to any vendors that come in, so that the vendors are aware. We dropped off next week's schedule already, so that they have flyers to hand out to people. Obviously, if you have any field questions, get a hold of myself or Andy and we'll take care of it.

Mr. Mills: I talked to the postal lady because we have one person that handles all of Baytree. She told me if she can walk the cul-de-sacs, she will deliver the mail. If she can't, she will deliver the mail the next day.

Mr. Showe: Perfect.

Mr. Mills: She is really cooperating with us.

Mr. Bosseler: Jason, did Andy tell you that the pool pump was off?

Mr. Showe: Yes. I will get a hold of him again to find out where they are at.

Mr. Bosseler: He texted me that he called the repair people.

Mr. Showe: Okay.

Mr. Mills: Is there anything else?

Mr. Showe: No. That's all.

SEVENTH ORDER OF BUSINESS

Treasurer’s Report

A. Consideration of Check Register

Mr. Showe: We have the Check Register. In your General Fund, we have Checks 442 through 453 in the amount of \$30,068.94. We also have August payroll in the amount of \$738.80, for a total amount of \$30,807.74. I can answer any questions on those invoices should you have any or a motion to approve.

On MOTION by Mr. Bosseler seconded by Ms. Witcher with all in favor the Check Register for August 1, 2022 through August 31, 2022 in the amount of \$30,807.74 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: It is similar to what you saw in your amended budget in terms of account lines. We are at a 100% collected on our assessments for Fiscal Year 2022 and are in great shape.

Ms. Hill: That’s amazing. We never got that at the BCA.

Mr. Showe: That’s one of the major benefits of having a CDD. If you put all of the assessments on the Tax Roll, you are actually at 101%. You always get at least 100% collected or typically a little more.

Mr. Mills: Okay. Is there anything else, Jason?

Mr. Showe: That’s all we have.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Mills: Rick, do you have anything?

Mr. Brown: No, sir.

Ms. Mills: Jan?

Ms. Hill: No.

Mr. Mills: Carolyn?

Ms. Witcher: No, I’m good.

Mr. Mills: Richard?

Mr. Bosseler: I had one question, Jason, on the swimming pool service contract.

Mr. Showe: Yes.

Mr. Bosseler: The bottom paragraph talks about pool equipment required such as life rings, ropes and test kits. Is the pool company supposed to provide that?

Mr. Showe: They will. When they come out, if they see that the ropes or the Shepard Hooks are not there, they replace those.

Mr. Bosseler: Do we get billed on that?

Mr. Showe: Yes.

Mr. Bosseler: Andy bought one.

Mr. Showe: If it's easier for him to get it, but typically they will do that when they are here. They normally just carry those around on their trucks. If we get them, we get them. Otherwise, we do pay for those.

Mr. Bosseler: Okay.

Mr. Mills: I have a few things, as always. First, I would like to thank Jason and Andy for all of the work that they have been doing. Jason amazes me in his composure when I read some of these emails that are coming through. So, I want to compliment Jason for his duties. Andy has been working hard to keep our community looking like it does. I also want to report that the tall palms out front have been delayed because the insurance has lapsed and we do not want anybody working without having insurance.

Mr. Showe: That's the subcontractors insurance with Tropic-Care. They were verifying their insurance and said, *"We're not going to use them until we feel good."*

Mr. Mills: Mr. Bob Eksten wanted me to confirm that he is supporting the sealing project, because there were rumors that he hasn't been and he is.

Mr. Showe: I want to remind folks that we are getting an order in for the other front gate sign that the BCA is paying for.

Mr. Mills: Yes.

Mr. Showe: That's going through.

Mr. Mills: We also have a pothole at the rear gate. That is a county road.

Mr. Showe: It is county owned. I once again reached out to the county. It is in our queue for the area. Hopefully, somebody will respond to that and take care of it.

Mr. Mills: I had a neighbor call me. He hit it with his BMW last night.

Ms. Witcher: They put in a temporary patch.

Mr. Mills: No, they didn't.

Ms. Witcher: Not this time.

Mr. Mills: Oh before? Yes.

Ms. Witcher: The county said that they didn't like it.

Mr. Showe: I think that one of our staff probably did that temporary patch in the past, but it is a county road and they need to make that fix. We notified them again.

Mr. Mills: Due to major draining issue with the golf course, Mr. Bob Eksten and myself had a visit with the new manager of the golf course. I explained the situation that's happening to him throughout the community. It's against the law to put your runoff on someone else's property. There was one resident who threatened a lawsuit and I did mention that to the golf course. He said to me, "*It will be taken care of.*" So, let's just keep our fingers crossed.

Mr. Brown: They were out behind my house the next day locating the two drains that they identified needed covers, but then they left. After the storm, it was a pool. So, it wasn't working. We'll see. It really affects the homes on the 10th fairway, sometimes around the green, the 11th tee boxes and homes along Hole #7 because the terrain goes towards their homes. They put drains in there 21 years ago, but they just never maintained it.

Ms. Hill: We have a pool behind ours.

Ms. Witcher: There is a lot of rain.

Ms. Hill: It does not affect our houses.

Mr. Mills: I'm going to need your help in explaining some of these issues that we're hearing about sealing. I've gotten several emails with regard to why we are doing this. The streets are okay. So, I did a little experiment. I cleaned my gutters the day after the storm and got all of the debris out. I went out today and swept the gutters again and what came out of the gutters was debris that the roads were washing away. So, if anyone tells you that the streets are in good shape, they're not. They are at the point where if we do the sealing now, it will prevent us from spending a lot of money later on down the road. So, it is really protecting all residents of Baytree.

Resident (Sandy Schoonmaker, Kingswood): Honestly everybody is very happy; however, there are many questions regarding why we are doing it. I tell them that we are saving money. This project costs \$200,000 and we are saving...

Mr. Mills: Over \$2 million.

Mr. Showe: To mill and resurface the entire community, runs about \$2 million.

Resident (Sandy Schoonmaker, Kingswood): How long would it last?

Mr. Mills: Three to five years. Then we can seal it again.

Ms. Hill: The young man that was sealing the roads, told one of my neighbors that it lasted 10 years.

Mr. Mills: That's what the contractor told us.

Ms. Hill: I'm saying, *"Wait a minute. We're talking three to five years and we'll evaluate it then."*

Mr. Mills: Right. With the price of fuel, it's just going to continue escalating. So that's the reason.

Resident (Sandy Schoonmaker, Kingswood): So, the theory behind this is this is almost a long-term solution. Am I correct?

Mr. Brown: Right. It gives us the opportunity to start putting more money into reserves for when we do have to repave.

Ms. Hill: If you read online what they say about resealing, they tell you that eventually you're going to have to resurface it.

Mr. Brown: Correct.

Ms. Hill: But this buys some time. So, we can accumulate more money and be in better shape.

Mr. Mills: The other thing that I got an email on, Sandy, this is not the driveway seal that all of us were used to putting on our driveways up north. This is a very thick composite. I forget what the ingredients are, but it's really thick. They put that down with a squeegee on a big machine, fill it in and then they spray over the top of that, but it's not the typical driveway sealer.

Resident (Sandy Schoonmaker, Kingswood): Everybody wants to put sand on it. I say, *"No, no, this is something totally different."*

Ms. Hill: Well, it did tell you to put sand on it.

Resident (Sandy Schoonmaker, Kingswood): No, that's only on a driveway.

Ms. Hill: Oh, okay. Not that long ago, Publix sealed their parking lot, but they just sprayed.

Mr. Mills: Yup.

Ms. Hill: What we're doing is a much better process because they are doing the squeegee and then they are spraying it. So, it will last longer.

Mr. Bosseler: The spray that Publix uses will be there six months and then will be gone.

Ms. Hill: Yeah.

Mr. Mills: We also had a complaint about the color.

Ms. Hill: Its brown.

Mr. Mills: Believe it. They said that it makes the development look bad.

Resident (Sandy Schoonmaker, Kingswood): The color is already fading.

Mr. Mills: I was going to ask Jason if it comes in different hues, maybe we can get them painted yellow.

Mr. Showe: I don't believe so. If anyone asks as far as the contract, they are coming back when the project is completed to put the stripes back in, the stop bars and all of that.

Ms. Hill: They run the stop signs anyway.

Resident (Not Identified): How much was this project?

Mr. Mills: \$200,000. That is from beginning to end, including the striping.

Ms. Hill: They did say for the golf course crossings, they would come in at 7:00 a.m. and do the sealing. Then by 8:00 a.m., it would be to the point where they would lay some kind of mat, so by 8:00 a.m. the golfers will be able to get to the golf course.

Mr. Showe: Right.

Mr. Brown: You won't have tire tracks on the golf cart paths.

Mr. Mills: They have even gone as far as we had an email from a gentleman who is handicapped, has a job and drives his own van. He asked, "*How am I going to get to work?*" Jason texted Zach and Zach said, "*No problem. We'll put down cardboard and he will be able to take the wheelchair over the cardboard to get to his vehicle.*" They are very accommodating.

Resident (Sandy Schoonmaker, Kingswood): Who does someone contact if they have special needs?

Mr. Showe: Contact me. I will be out for a few days, but I'll get it right to the vendor. They are incredibly responsive. They do this everywhere. So, this is not the first time that they dealt with these issues. They will work through all of those.

Mr. Mills: The young man that did a lot of the talking, is one of the owners of the company.

Resident (Sandy Schoonmaker, Kingswood): Okay.

Ms. Hill: The other thing is, I have a golf cart and I'm happy to transport anybody who needs to be shuttled.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: We will open the floor to any comments or questions.

Mr. Showe: Please state your name and address for the record.

Resident (Stu Waldron, Balmoral): I just have a question about the equipment to go back to work on the lakes and the erosion. Six months ago, we had a power outage. Luckily, Florida, Power & Light (FPL) came and talked to the residents about how to get back there. There was just a recommendation. If they want to get back to some of these lakes, there are different ways to get to them.

Mr. Mills: That's a good point.

Mr. Showe: No, they do that. He's really good about it. He's operated here awhile.

Resident (Sandy Schoonmaker, Kingswood): This is going back to the swimming aerobics. It would be good to post the schedule on the website.

Mr. Mills: Okay.

Resident (Sandy Schoonmaker, Kingswood): Were tennis lessons ever on the website?

Mr. Showe: No.

Resident (Sandy Schoonmaker, Kingswood): They are just having them in the morning?

Ms. Hill: In the morning on Wednesdays and Fridays, right now.

Resident (Sandy Schoonmaker, Kingswood): When is the afternoon class?

Mr. Bosseler: There is apparently an informal afternoon class. I saw it on Monday.

Mr. Showe: I think some of the residents organized their own gathering.

Mr. Bosseler: It might be there today, so stop by.

Resident (Sandy Schoonmaker, Kingswood): Okay, so let's get it posted on the website because there are new residents.

Ms. Hill: Right.

Ms. Witcher: Our snowbirds will be back.

Mr. Mills: Does anybody have any other questions?

Ms. Witcher: I'm glad to see our two candidates for Seat 3.

Mr. Mills: I appreciate you coming and your involvement. If you have any questions, please let us know.

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

TENTH ORDER OF BUSINESS

Adjournment

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


Secretary / Assistant Secretary


Chairman / Vice Chairman