

**MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, **October 4, 2023** 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
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary
April Simmons	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Michael Pawelczyk	District Counsel
Liza Smokes	Billing, Cochran, Lyles, Mauro & Ramsey
Peter Armans <i>by phone</i>	District Engineer
Rich Hunter	DSI
Valerie Scott	DSI
Jackie Curley	BCA
Artie Hudson	BCA
Joanne Wagner	IOB
DSI Security Representatives	
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Engineer's Report

A. Presentation of Annual Report

Mr. LeBrun: We do not have Peter on the phone.

Mr. Mills: Let's move on to community updates, since security is here.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Mr. Hunter: I'm Mr. Rich Hunter from DSI and I've been here a few months. Regarding the report that Bill provided to you, we've been at full staff. Officers are completing their monthly training. We had no issues with the gate that I'm aware of. Are there any questions for me as far as security?

Mr. Brown: No.

Mr. Mills: I don't have any comments. Does anybody in the audience have any comments? We'll tell you the positive side, the guards are doing a very good job. So, that's good news. Matt is exceptional. Ralph follows Matt.

Mr. Hunter: Very good. I'm glad to hear that.

Mr. Mills: So, you can give them a raise.

Mr. Brown: Everything's fine.

- **Engineer's Report (Item 2)**

A. Presentation of Annual Report

Mr. LeBrun: Peter is on the line.

Mr. Mills: Peter, you're up next.

Mr. Armans: Excellent. I don't have a long report this month. We simply have a letter that we submitted that usually goes to the bonding company, stating that everything is in working order or everything is maintained as needed, just for the infrastructure of the CDD. There was a request for us to look at some drainage issue. We had field services go out and look at it and could not find any specific blockages. However, we will plan to come out and look at it when we come out to look at some other road issues. But once we have that, we'll report on it at the next meeting. The plan is for me to be at the next meeting in person or the next workshop in person to discuss it.

Mr. Mills: That's November 14th.

Mr. Armans: That's it for my report.

Mr. Mills: Peter, with the flood that you're talking about, was that at National Drive and Old Tramway Drive?

Mr. Armans: This is in relation to, I can't remember the exact road, but it was in the backyard of some houses that drains to a pond. I can look that up while we're on the call and let you know.

Mr. Brown: Peter, the letter that you sent, talks about a Master Trust Indenture. Who has that? I've never seen one.

Mr. Pawelczyk: I can answer that. The Master Trust Indenture is the contract that the CDD enters into with the Trustee, in connection with the issuance of the bonds. What bonds do we have outstanding?

Mr. Brown: We don't have any bonds.

Mr. Pawelczyk: If that's the case, I don't know why.

Mr. Mills: The bonds are paid off.

Mr. Armans: Okay. This is a letter we usually generate when we do the annual reports. So, we can stop generating that letter if it's not needed any more, if District Counsel can confirm that the letter is not needed for any other purposes.

Mr. Pawelczyk: The bonds are paid off.

Mr. Mills: Yeah.

Mr. Brown: Okay.

Mr. Armans: Again, this is just the standard language that we just included with the report that we previously submitted, so you could disregard this letter. To answer your question about the blockage, it's at the intersection of Old Tramway Drive and Montrose Way.

Mr. LeBrun: This was related to the golf course. There was a drain that's on the golf course property that one of the residents I believe, mentioned.

Mr. Brown: That's not Montrose Way. The drain is on Hole 7, which is on Sandhurst Drive.

Mr. LeBrun: This is the one that was reported to the St. John's Water Management District (SJWMD) from a resident. They contacted us and then Peter got involved.

Mr. Brown: There's a huge drain off of the cart path just before you get to the green on Hole 7. That drain directly goes out to Sandhurst Drive.

Mr. Mills: Is this the woman that came and showed us the pictures?

Ms. Hill: No, the woman that came and showed us pictures is Henrietta.

Mr. Mills: No, no, no. This was months ago.

Ms. Hill: Okay. I don't know.

Mr. Armans: Yeah. The information we received from the District, was from the Water Management District or whatever the agency it was that supplied this information. That is the location that was sent to us, which is that it drains from these houses towards the south, which goes to a pond that is just east of Montrose Way. But if that's not the location we're talking about, we'll just need an updated location to review.

Mr. Mills: Is this golf course property?

Mr. Brown: Its off of the golf course.

Mr. Armans: Well, it's next to a golf course property, but again, this is the part that drains into a CDD system. This is a section that is behind the houses on Old Tramway Drive, just north of Montrose Way.

Mr. Mills: Okay.

Mr. Brown: Now you're talking a different drain that goes into a different lake.

Ms. Hill: Yes.

Mr. Brown: There are three or four houses along the 11th tee box, which are 8022, 8023, 8033, 8043 and 8053 Old Tramway.

Ms. Hill: Didn't Bob tell us at the last meeting that he had contacted the SJWMD.

Mr. Brown: Bob was the one who approached the SJWMD.

Mr. Mills: Yeah, we have to be careful.

Mr. Armans: The addresses that you just gave me are on the south side of the road. What I'm referring to are addresses on the north side of the road.

Mr. Brown: Now you're on the 10th fairway.

Mr. Armans: So basically, the addresses that I'm referring to are behind 8083, 8073 and 8093.

Mr. Brown: No, all the odd numbers are on the left-hand side of the road.

Mr. Mills: We have to be careful with this, because we have a resident who has already contacted the SJWMD and they are looking into this. Apparently, they're identifying which drains are not working and which drains seem to go nowhere. So, we have to be careful that we don't have too many different people getting in contact with the SJWMD.

Mr. Brown: Yeah, that's the last thing we need.

Mr. Mills: So, I would let it ride for now until Mr. Bob Exton gets the word from the SJWMD that it is being worked on.

Mr. Brown: Are you getting this information from the SJWMD or somebody else, Peter?

Mr. Armans: We have an email from the SJWMD from Mr. John Giuliana, who was hoping that the CDD engineer had more information on this drain, but he did identify that it's on the golf course, but it drains to the CDD. So basically, if the problem is on the golf course, the golf course resolves it, but if it's blocked at the CDD portion, then the CDD will clear that drain since it all flows to CDD property.

Mr. Mills: Peter, John is the guy that Bob Exton is working with. So, that's probably why he called you.

Mr. Armans: Okay. Yeah, he sent an email, basically.

Mr. LeBrun: John sent the email with the map.

Mr. Armans: He's the one who marked it up with the exact location. So, that came from the SJWMD, not from us.

Ms. Hill: Can you send a copy to us?

Mr. Brown: That's the 10th fairway, which drains into the preserve.

Ms. Hill: Yeah, that is what Bob said at the last meeting.

Mr. Brown: The issue is, it's not on that side, although that is where it drains all behind the List house and becomes what we call Lake List. On the other side of the street is the lake. This is where water drains off of the golf course, behind the tee box into the properties on the other side.

Mr. LeBrun: We received a map from John that said where we need to look, but if it's on the other side, we can take a different look and maybe let them know that he might have the wrong side of the road.

Mr. Mills: Did you get all that, Peter?

Mr. Armans: What I heard is that there's a potential that John marked up the wrong drains and that's why we couldn't find much on that side and it could be a different location. So, if you give me the house address that's nearest to that issue, we'll make sure that we are looking at the correct drains. Does anybody have that house address?

Mr. Brown: 8053 Old Tramway Drive is the address of the gentleman that contacted the SJWMD.

Mr. Mills: Yeah.

Mr. Brown: There's a small drain that the golf course put in, 20 years ago, behind 8023, 8033, 8043 and 8053 Old Tramway Drive. The drain is plugged up. According to the SJWMD drawings, when they came to meet with Mr. Bob Exton, the drawings that the golf course submitted to SJWMD, I guess, called for a larger drain, which they didn't put in. I believe the guy from the SJWMD tried to find the outlet for the drain and couldn't find it. So, there are a couple of issues and it is all on that side of Old Tramway Drive, not the one that you are talking about, although there are issues on that one too.

Mr. Armans: I'm looking at it right now and it doesn't look like there's a clear location of a drain or a place that it drains to, because there are no other ponds that it would be draining to, until you get south of Arundel Way. So, it will be tricky for us to try to find a drain. If somebody knows the location of the drain, we can meet with them out there just to make sure we're not chasing a rabbit hole.

Mr. Brown: Well, come on out here and I'll show you exactly where they are.

Mr. Mills: Peter, in my opinion, you don't have to. Number one, John from the SJWMD walked the entire course where there had been issues. He probably contacted you to say, "*What do you know about the drain at such and such a place?*" But he walked with Mr. Bob Exton over the entire golf course where they're having these issues.

Mr. Brown: If you want to become familiar with it, come on over and I'll show you exactly where it is.

Mr. Armans: I kind of agree with you, because in his email he responded to Jeremy saying that he agrees that the yard drains in question, belong to the golf course. He was just hopeful that the District Engineer may have a little better knowledge of the system. In this case, the District Engineer does not have a better knowledge of that system. I think the golf course would be the better resource if it was put in by the golf course.

Mr. Mills: That's exactly right. The county probably has the original plans.

Mr. Brown: They do.

Mr. Mills: So, I think you're spinning your wheel for something that John wants to make sure is correct.

Mr. Armans: So, we can put this to rest if you all agree.

Mr. Mills: Yup.

Mr. Armans: Unless other questions come up on that.

Mr. Brown: Yup. But if anything comes back in the near future, if you get any more correspondence from St. John's, would you let Jeremy know? Then Jeremy can let us know, because this is a rather sensitive issue.

Mr. Armans: Absolutely.

Mr. Mills: To say the least.

Mr. Armans: Understood.

Mr. Mills: Okay. Anything else, Peter?

Mr. Armans: No. I had a baby a couple weeks ago, so I'm a father now, I know this is not on your agenda.

Mr. Mills: Congratulations! We'll dedicate this entire meeting to your sanity.

Mr. Armans: Awesome. Thank you so much. That's it for my report.

Resident (Jackie Curly, Kingswood Way): Before you leave, I just have a question about the drainage. We did have seven plus inches of water over the weekend, but on Kingswood Way around 8033, there are two drains across from each other. Water was coming up into the yard, because it wasn't able to drain quick enough, like some of the others and they weren't clogged, but they were trying to sweep it down the street so that cars could get through, because the water was up pretty high between those two.

Mr. Mills: All of the runoff that's in this development, goes across under I-95 to the wetlands on the west side and into the St. John's River. The St. John's River is at flood stage right now. So, what has happened is, with that being at flood stage, it's backing the water flow up. So, there's not much we can do about that.

Resident (Jackie Curly, Kingswood Way): So, that would be the same as the two across from each other by the back gate. They're at their limit and they can't go down.

Mr. Mills: That's exactly right.

Ms. Hill: The same thing on National Drive and Old Tramway Drive as well.

Resident (Jackie Curly, Kingswood Way): Thank you for clarifying that.

Resident (Not Identified): Are you going to give the homeowner that explanation?

Ms. Hill: I will.

Mr. Mills: Well, you know, it's Florida. It's flat. We had 8 Inches of rain in four hours. I mean, what can you expect?

Resident (Not Identified): I know. There's nowhere for it to go.

Ms. Hill: You don't know. You don't know if your drains are clogged or if there's a real problem.

Resident (Not Identified): We tried to explain that water seeps on the river bank.

Ms. Hill: Yes, I'll take care of it. I'll do it today.

Mr. Mills: Our management company always sees that these drains are clean before hurricane season comes.

Mr. Brown: Because if they're not, there's only one vacuum machine that the county has.

Mr. Mills: Right.

Mr. Brown: So, if we find out that there's something wrong with our drains, we will use the vacuum thing.

Ms. Hill: Oh, wow.

Mr. LeBrun: I just want to add, that the Board authorizes an Engineer Study every year to go in and check everything, which isn't required if you don't have bonds. You guys do that to ensure that drains are cleared. So, that is a yearly inspection that you pay for, that Peter and his team go through and check all of the drains.

Mr. Mills: No, Peter doesn't have to.

Mr. LeBrun: You guys don't have to approve that. It's something you do proactively to make sure the drains are clear.

Mr. Mills: Okay, we're moving along to BCA.

Mr. Armans left the meeting.

- **Community Updates (Item 3)**

- B. BCA**

Mr. Mills: Bob?

Resident (Jackie Curly, Kingswood Way): Well, Artie and I are here from the BCA, because our President is vacationing somewhere. Not much is going on. We're working very hard, trying to use the new system to stay ahead with some of our violations. Unfortunately, we've had to have a couple extra meetings with just violations.

Ms. Hill: What system do you have?

Resident (Jackie Curly, Kingswood Way): It's with Fairway Management. So, we're able to go back and see that this is a repeat offender, whatever it is. So, that's helpful for us. We have

better documentation, so when you make decisions, we're educated enough to make a better decision.

Ms. Hill: That's good.

Resident (Jackie Curly, Kingswood Way): The only other thing that's going on, is a week from Sunday, we have our acoustic duet from 2:00 p.m. to 4:00 p.m., here on the 15th of October. It's a BYOB event, but we are in need of supplies and snacks. Then our on November 12th, we're having the Cranston Park Cruise and are providing, for no charge to the residents, free hot dog meals, chips and a drink. We will also have free ice cream from Strong Island Ice Cream again. Then on December 2nd, we're having our holiday party. We will have a face painter, balloon artist and Santa. Toys for Tots like coming back to us. They've been really happy and are successful with the donations they received. We have a DJ for that event. We're also saving money this year, with the seven events, which makes Artie and my Treasurer really happy for overage on things like postage and holiday lighting. That's all we have from the BCA.

Mr. Hudson: The only thing I can add, is on October 16th, we're going to have our budget meeting. We'll keep you posted.

Mr. Mills: Is that everything?

Resident (Jackie Curly, Kingswood Way): That's it from us.

C. Isles of Baytree

Mr. Mills: Joanne, Isles of Baytree (IOB)?

Ms. Wagner: We've been working on our budget as well. Unfortunately, we're going to have to increase it to \$45 per quarter, due to the insurance for the Clubhouse, which increased about \$6,000. We projected it to go up \$3,000 to \$4,000, but it went up over \$6,000.

Ms. Hill: Wow.

Ms. Wagner: Not that many commercial buildings are like that anymore. We haven't had any claims, so you can consider yourself lucky. Our landscape only increased 5%, which is really nothing. Our guy that sprays our yards every other month, didn't change at all. I think the pool went up maybe \$25. We are going to budget more reserves for the Clubhouse because that was understated. We're going to do a Reserve Study. So, that meeting will be next week to approve that budget. Residents are going crazy over the pond. The way it was so hot and everything, we had all of this stuff in them. Well, that kind of dissipated now since it rained a little bit. But now

I have all of these people emailing and texting me because they have weeds. We only had one resident here, who called the golf course over weeds. I had Lake Doctors come out and say, *"If we kill the weeds today, they're coming back tomorrow"* and we really don't want to put all of that chemical in these ponds. We had to get the attorney to hush one day up and now she's trying to get a petition against me for not taking care of it. She wants the landscapers to rake the ponds. So, that's an ongoing issue. I have a Board meeting after this to discuss what we're going to do with some of these issues. We have no homes for sale. We had only one sale within the last six months. They moved next door because they wanted a bigger home. It's a one-story house, which they received \$615,000 for. I can't believe that she got that much.

Ms. Hill: \$615,000 in IOB?

Ms. Wagner: Yeah. They had a small pool that she put in, because those yards are very small. She started out asking \$649,000 and ended up getting \$615,000. We had one Board Member that resigned. We had an issue with a resident's child who was fishing in the pond upfront, not your pond, but the golf course's pond. When I asked them to stop, I got called names. The problem is I can't go to the parents.

Mr. Mills: That tells you what kind of family they are. I would just call the Sheriff and be done with it.

Ms. Wagner: Yeah, we'll call the Sheriff. It was on the first two lakes coming in.

Mr. Mills: You might want to pass this off to the VMs. Those no trespassing signs are for their protection. The lakes have alligators in them and all we need is for an alligator to get a hold of one of these kids. They will follow the law after the fact.

Mr. Brown: But we don't own the lake.

Ms. Wagner: Do we know if there are alligators in that pond?

Mr. Mills: There are alligators in all of these ponds. They go from one lake to the other because they're all connected.

Resident (Not Identified): You don't have signs saying, *"Watch for Alligators."* You just have signs that say, *"No Trespassing/No Fishing."* We had to get them. Our insurance requires them.

Mr. Brown: But if that lake is owned by the golf course and not us, if a kid is fishing in it and gets eaten alive by an alligator, that's not on us. It's on the golf course because we don't own it, but they were fishing in one of our lakes today. Right?

Ms. Wagner: I don't know. The first one is owned by the golf course.

Mr. Mills: The second one is ours.

Ms. Wagner: Okay. There's no sign there. When I was told that there's a sign on that lake, I said, "*There's a sign when you come in the front gate,*" which says, "*No fishing in the lakes of Baytree.*" You own the property, so they shouldn't be on your grass.

Mr. Mills: Okay.

Ms. Wagner: They were on the second lake. They're very crafty. They do it in the middle of the night. The Sheriff on Kingswood stopped them when they were riding their bikes up and down the street at 3:00 a.m.

Mr. Mills: Where are their parents?

Ms. Wagner: They must be climbing out the windows.

Mr. Brown: So, we need to put a sign on the lake. Hole 5 is the lake that goes along Baytree Drive. When you come in the gate where our fountain is, that's the golf course's. Then where the pump house is, there's dry land between that lake and the other one, which goes back towards where the tee boxes are on Hole 5. That's our lake?

Mr. Mills: That's our lake.

Mr. Brown: Then we need to put a sign there.

Ms. Wagner: We have a whole new camera system, which I can monitor on my phone and my computer, which is great. I cut off the access card of some children for the amenities because of a lot of violations and stuff. The new cameras are working well, because it caught the son of my next-door neighbor, smoking marijuana with his girlfriend. That was another issue that we caught on the cameras. But I have to have proof to go to parents to make them start paying for these things. So, that's all about what's going on.

Ms. Hill: Can they be fined?

Ms. Wagner: I'm going to get new signs, though, because the mother received a violation for her son smoking marijuana at the pool area, but because we have no smoking signs over there, it's a gray area, from what I understand, so we had to get new signs saying, "*No Vaping.*"

Mr. Pawelczyk: It depends on what is in your covenants.

Ms. Wagner: It says, "*No Smoking*," but it doesn't say, "*No Vaping*."

Mr. Brown: Isn't vaping smoking?

Mr. Mills: I have two questions for you. Number one, we had talked some time ago about us having our Board Meetings there. Did that ever get cleared?

Ms. Wagner: I haven't had a Board meeting there. I'm having one today.

Mr. Mills: Okay. The other thing is you may want to check your bridge. The flow on the side coming from the south under the bridge, is very restricted. It doesn't flow very fast.

Ms. Wagner: What, the water?

Mr. Mills: The water. So, you may have some restrictions. The other side is flowing really well out towards I-95, but this side is being restricted.

Ms. Wagner: Okay.

Mr. Mills: So, you might want to check that out. Andy and I were there on Monday and looked at it. Is there anything else?

Ms. Wagner: No.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of the Minutes of the August 2, 2023 Board of Supervisors Meeting

Mr. Mills: Alright. Are there any additions or corrections to the minutes?

Mr. LeBrun: All of the revisions that I've received up to this point, I've noted. Does anyone have any corrections? If not, will look for a motion to approve.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor the Minutes of the August 2, 2023 Meeting were approved as amended.

FIFTH ORDER OF BUSINESS

Agenda

A. Consideration of FY2024 Contract Renewals

i. Aquatic Management Agreement

Mr. Mills: Richard, do you want to present the Aquatic Management Agreement?

Mr. Bosseler: Sure. So, under item five, is the consideration of Fiscal Year 2024 contract renewals. We're renewing with the same vendor again this year. They did give us an increase of about \$500 per month. Now we get service on the pool, three days a week in the winter months and five days a week in the summer months.

Mr. Brown: This is with ECOR. They do all of the lakes.

Mr. Mills: Yes.

Mr. LeBrun: I don't mind going over that one.

Mr. Pawelczyk: So, under Item 5A, is the consideration of the Fiscal Year 2024 aquatic management contract renewal with ECOR. We start every new fiscal year on October 1st. They are a long-time vendor here. This is the renewal for their agreement. They are asking for a slight price increase. I did talk to the owner and asked for the rationale behind it. There were two main driving factors for the \$3,000 annual increase, the cost of chemicals and the compensation for retaining quality employees, with \$50 raises here and there. So, that's a \$3,000 raise annually. District Counsel prepared the agreement.

Mr. Pawelczyk: It is just an amendment to the agreement to acknowledge the increase in the compensation amount and extending the term to September 30, 2024. Does anyone have any questions?

Mr. Mills: If not, we'll entertain a motion for its approval.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Aquatic Management Agreement with ECOR from October 1, 2023 to September 30, 2024 in the amount of \$3,135 was approved.

ii. Security Services Agreement

Mr. LeBrun: So, the next renewable agreement that we have for the Board to consider is with our security services vendor. They joined us today and I'm sure that they are happy to answer any questions about the renewal agreement in your agenda package. On Exhibit A-3, there is a breakdown of the difference between Fiscal Year 2023 and Fiscal Year 2024. The cost

is broken down between the old wage and the new wage, just to show you the difference in price. The budget workshop in the Spring, contemplated a 50 cent to \$1 raise as part of the budget. So, if the Board has any questions about the proposed increase, I'm sure they are happy to answer them.

Mr. Brown: Bill and I went over this probably a couple of months ago and I'm in total agreement. We decided last year that we wanted our guards to be just a little bit ahead of what the market was, so they wouldn't try to leave for 25 cents or 50 cents more an hour. So, this amounts to about a 4%, maybe 4.5% percent increase over what we're doing now, plus we keep the same people. So, it's worth it.

Mr. Mills: In the raise that we qualify here, does 100% of that go to the guards or do you take a portion of that?

DSI Representative 1: The increase in the wage goes 100% to the guards.

Mr. Mills: Okay.

DSI Representative 1: The increase in the bill rate also adds fees, etc.

Mr. Mills: Do you supply health insurance for the guys?

DSI Representative 1: We provide full medical insurance to all of the officers. We have Blue Cross Blue Shield. What they have access to, is very economical and what I refer to as the non-catastrophic stuff.

Mr. Brown: They have Obamacare.

DSI Representative 1: Maintenance, physicals, things like that, but it doesn't cover the catastrophic events.

Mr. Brown: Bill, I talked about health insurance. They have coverage, but it's not the greatest coverage. But for us to contemplate providing that coverage, would be quite a chunk of change, especially for the full-time guards.

DSI Representative 1: It is a significant number. I will tell you, what they all have access to right now, is the industry standard. We're not providing something that is below the industry standard.

Mr. Mills: Where do we stand with regard to a Site Supervisor compared to your other sites?

DSI Representative 1: Wage wise?

Mr. Mills: Wage wise.

DSI Representative (Richard): They make maybe \$1 or \$1.50 more than the average.

DSI Representative 1: Post COVID, those numbers have changed dramatically and are continuing to. So, where one time Matt was significantly above, he's not as significantly above these days.

DSI Representative (Richard): Right now, he is the highest paid, but that's going to change over the next year.

Mr. Brown: I need to have a conversation with Bill.

Mr. Mills: Yeah. Are we happy with the 2023 rates? He received a \$1 more.

Mr. Brown: Let me talk to Bill first. Okay? We can always come back and modify that particular component of the contract. Before we make any decisions, let me just talk to Bill.

Mr. Mills: What do you have in mind?

Mr. Brown: I want to find out, as Richard's saying, he was the highest, but now after post COVID, that is shrinking. So, how much has it shrunk? Is it worth \$1 more? So, just let me talk to Bill and get the data. I'll come back and let everybody know.

Mr. Mills: Okay. How would that affect the budget if we do \$1 more an hour? Is that a 5% increase?

Mr. LeBrun: I would have to have accounting look at it.

Mr. Brown: Alright. Was it 2,000 some odd hours a year?

Mr. LeBrun: \$2,080.

Mr. Brown: So, its \$2,080.

Ms. Hill: Is this just for one person?

Mr. Mills: Yes. Just for Matt.

Mr. Brown: It's not going to bust our budget, but I just want to get an idea of what else is going on in your market, as we've always said we want to keep our guards a little bit ahead, because we now have a cadre of guards that know us. They do their job great and there's a system in place now that visitors now can get letters and penalties and stuff. So, I don't want to blow that up over \$1 per hour.

Mr. Mills: Then we want to move forward with this as it is?

DSI Representative (Richard): I would say bring it up to \$18 and \$19.

Mr. Brown: Okay. So, he's going to be at \$20 per hour now. I may want to talk to Bill about that.

Mr. Mills: Okay.

DSI Representative 1: Are you referring to our Bill?

Mr. Mills: Yes. Your Bill.

Mr. Brown: I don't know another Bill.

DSI Representative 1: Okay. I'm more than happy to provide an updated chart based on the extra \$1 for the Supervisor, at your direction, Jeremy, if you would like to have that.

Mr. Brown: Yeah, send it to me.

Mr. Mills: Alright. If we want to move along with this, make a motion.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Security Services Agreement for Fiscal Year 2024 as stated above was approved.

iii. Janitorial Services Agreement

Mr. Pawelczyk: So, after that, is the amendment for our janitorial services with Coverall North America. This had already been presented to you at your last workshop with the dollar amounts. Richard negotiated that increase and scope of work with the pavilion area as well. So, this is just codifying that, within this amendment that District Counsel drafted and we were just looking for formal approval. Nothing changed since our last workshop.

Mr. Brown: It is exactly what we discussed at the workshop.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Janitorial Services Agreement with Coverall was approved.

Mr. Bosseler: Coverall did give us increase, as everybody is giving us increases. They went from, I think, \$450 a month to about \$600 per month.

Mr. Brown: But are also coming more often and they are doing more?

Mr. Bosseler: They are doing more and are coming on Monday, Wednesday and Friday.

Mr. LeBrun: I believe that had been the price for about four to five years.

Mr. Bosseler: The guy does a good job. He's been here a long time.

Ms. Hill: Do we have a copy of the budget with all of these increases.

Mr. LeBrun: It is in the adopted budget.

B. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2023

Mr. Mills: The next item is the proposal for our auditing firm.

Mr. LeBrun: This is the agreement between Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2023. As for the Board knows, Community Development Districts (CDDs) are required to have an annual audit. This is the same auditor that serviced the District the last several years. They did a great job and audits were on time. So, this is just an agreement for the previous fiscal year that just ended to provide auditing services.

Ms. Hill: Okay. Did we get an increase?

Mr. LeBrun: No, it's the exact amount that was budgeted and was within the agreement.

On MOTION by Mr. Brown seconded by Ms. Simmons with all in favor the Agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2023 in a not-to-exceed amount of \$3,350 was approved.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. LeBrun: As you are aware, Andy had a death in the family, so, he's not here today. I'll try to cover as much as I can. This is the updated Action Items List. The only item that was added was the lake bank restoration, which we discussed previously. I've been going back and forth with Bill from American Shoreline, who has done work for the District for quite some time. So, he is engaged with us. He reviewed the Engineers Report that had all of the lake studies and actually performed an onsite visit when he was in the area. As many of you know, his company works in sections. They kind of move their way up Florida. So, we did an onsite visit compared with the Engineers Report. He's going to develop a plan that takes the most critical items while staying within our budget. I said, "*Here's our budget for the fiscal year that the Board had set.*" Then he's going to develop this list and send it to me, of the critical items that needs to be addressed within the Board's budget. He's going to follow the similar plan that he's done the last several years for the Board. So, that's the update on the lake bank restoration. He is scheduled to be in our area in Q1 2024. So, as he makes his way upstate, there are a lot of lakes for Viera East as well. He will be combining his mobilization for this area. Q1 2024 is the ballpark he gave me. He will dial that in as he gets closer and have that specific list of items to review on the link.

Ms. Hill: Can you copy me on the emails?

Mr. LeBrun: He likes to take phone calls, but if I receive any emails, I will absolutely provide them to you.

Mr. Brown: Good, thanks.

Mr. Mills: Great.

Mr. LeBrun: Are there any questions on the lake bank restoration action item? The other two items on the Action Items List, I didn't know if the Board wanted to discuss these today or wait until the workshop. We saw the quotes for the pool deck. Since Andy is not here, I can, of course, talk about that if the Board is interested. Then below that, the Beautification Fund for Fiscal Year 2023, is in the final review stages, as I call it. We received some feedback on a couple of trees that still need to be taken out and some of the preserve area, which looked a little messy. I know Andy was working with Tropic Care to try to get those cleaned up.

Ms. Hill: What's happening with all of the flowers? Half of them are dead.

Mr. Mills: I'm going to talk to about that under my Supervisor's Request.

Mr. Brown: I think on the pool, we should hold that for the workshop and maybe bring all of the proposals that you received so far.

Mr. LeBrun: I have all of the proposals. There's a spreadsheet that has the cost of just the deck cost and then if the vendor provided a proposal for the actual pool resurfacing, that cost is included as well. I have those with me today or we can provide it for the workshop.

Mr. Brown: I would say for the workshop, because Andy was also trying to talk to a pool company about whether there was a way that we could repair the damage to the bottom of the pool without redoing the entire pool.

Mr. LeBrun: I did talk to him and asked him specifically about that. He said every single vendor that came on site and looked at it and said unfortunately, there's no way to repair that one spot and have it done right. None of the pool vendors said that it could be repaired. The good news is it's not a safety hazard. The pool inspector at the county has not identified it as an issue, so we have time to make a smart decision. But like I said, if the Board wishes to wait until the workshop, we can, but I have those items with me today. We have about seven or eight bids for the work.

Ms. Hill: Will that be in our agenda package before the workshop?

Mr. LeBrun: Yeah.

Ms. Hill: So, we get to look at that in advance.

Mr. LeBrun: Absolutely. I'll make sure that it's in there.

Mr. Bosseler: Jeremy, I don't know if this is the right time, but we're looking at bids from \$75,000 down to the one we kind of like right now, which is about \$35,000. That's for the surface, the pool deck and the entire pool. So, we're going to get the whole thing done at the same time. That's our plan. I just want to ask Mr. Arthur Hudson, the Treasurer of the BCA, who is here. In the past, the BCA contributed to the community and helped us with the pavilion and other things such as that. Artie, you don't have to answer this if you don't want, but are there any funds that still remain from the original developers that never received their refund back?

Mr. Hudson: Yes.

Mr. Brown: There is.

Mr. Bosseler: So, would you consider splitting the cost of the pool, resurface deck and the pool?

Mr. Hudson: It's something that I have to bring to the Board.

Mr. Bosseler: Okay.

Mr. Hudson: We have to make a unilateral decision.

Mr. Bosseler: Would you take it back and talk to your team?

Mr. Hudson: Yes.

Resident (Jackie Curly, Kingswood Way): What price range are you talking about?

Mr. Brown: We have to come up with a price.

Resident (Jackie Curly, Kingswood Way): If it was \$75,000, half of our share could be as high as \$35,000.

Mr. Brown: Right. But I think in reality, we need to decide which vendor we're going to go with and then come to you so that we have our act together on what we're going to do.

Mr. Hudson: In fact, I can tell you it's not \$35,000.

Mr. Bosseler: No.

Mr. Mills: But at the same time, their budget hearing is coming up. When is that, Artie?

Resident (Jackie Curly, Kingswood Way): October 16th.

Mr. Mills: That's in two weeks.

Mr. Brown: But this doesn't impact their budget.

Mr. Hudson: This would be outside of the budget.

Mr. Mills: Okay, very good.

Mr. LeBrun: Does the Board want to push that to the November workshop?

Mr. Brown: Yes.

Mr. LeBrun: Perfect.

B. Additional Staff Reports

i. Attorney

Mr. Mills: Mike, do you have anything?

Mr. Pawelczyk: No, nothing further. I just want to introduce you to Ms. Liza Smoker from my office. She's an attorney that now works with us. She's been with us for three weeks. She's changing practices and coming over to the Special District CDD side.

Mr. Mills: She saw the light.

Mr. Pawelczyk: She saw the light. We sold her on the quality of life and then I made her drive up to Baytree. I'm just kidding. She's here and you might see her in the future. But I'll still obviously be around. I'm still coming to this meeting because, as you know, this is one of my favorite Districts. We enjoy coming here and I just want to make sure you have a name to the face that you see here on emails, going forward, as we shift responsibilities in our department.

Mr. Mills: Mike? The FEMA issue that we had talked about at the last meeting with regard to getting the county, where does that stand?

Mr. Pawelczyk: Is this the Florida, Power & Light (FPL) matter?

Mr. Mills: No. This is regarding the FEMA letter. The county wouldn't accept the change and you said, *"We'll put this in and hopefully they will understand what we're talking about."*

Mr. LeBrun: So, this was the authorization for FEMA.

Mr. Pawelczyk: We submitted it, as approved by the Board, with that language in there. We haven't received anything back from them.

Mr. Mills: Okay.

Mr. Pawelczyk: So, we're good.

Mr. Mills: Okay, good. Thank you.

Mr. Pawelczyk: Because it didn't change what was in there. It just clarified what our responsibilities are as a CDD were.

Mr. Mills: Okay. Is there anything else?

Mr. Pawelczyk: No. That's it.

ii. District Manager**iii. Field Manager**

Mr. Mills: District Manager Report.

Mr. LeBrun: So, I'll cover both the District Manager and Field Manager for Andy. Andy filled me in on all of the items that he was going to speak on. So, there are two items under the Field Manager that are on your agenda.

1. Consideration of Quote for Guardhouse Counter/Cabinet Replacement

Mr. LeBrun: The first one item was, we previously discussed re-doing the countertops in the guardhouse. I know you guys have a plan to have that fully renovated and this is the last piece of the puzzle. So, this was a quote got for replacing those countertops. It's within the scope of the budget and what the Board previously discussed. So, Andy went ahead and got the ball rolling with the contractor. Our accounting team is setting them up as a vendor to make sure the proper procedures are in place. So, that's for that countertop replacement in the guardhouse.

Mr. Brown: Yup.

Mr. LeBrun: And I believe that's all been checked over by the Supervisors for the vision of what it's supposed to look like. So, that documentation is in there for your review. The one that's in your agenda, is from Eau Gallie Electric, to repair the electrical work on the front gate operators. There have been some malfunctions and this is what they determined will make it for a smoother operation, which is to replace the electrical at the front four gate operators. The proposal was for \$3,750, which is to run four different sets of conduits at the front gates. Like I said, Andy kind of deemed that as something necessary for the operation of the District, to make sure the gates don't stop working. So, that's on there for your consideration and approval. We can take any questions for either of those items.

Mr. Mills: I would just like to elaborate on that. We received a price to do just the one gate, which is always up and down. We found out that the electric cable from the box underground in the conduit up to the box, is apparently worn, as when it rains, the conduit gets water in it, it shorts out and reduces the electric to the operator so it won't work. So, I said to Andy, "Why don't we just go ahead and give him a price on replacing all four while they're doing it," that way we won't have to worry about getting one done and then turn around and get

another one done. The original one was \$1,400 and you can see that he's doing all four for \$3,750.

Mr. Brown: It's kind of difficult to say you live in a gated community when the gates don't work.

Mr. Mills: I know.

Mr. LeBrun: Okay, maybe to just codify this, we can get a motion to approve those two items.

On MOTION by Mr. Brown seconded by Ms. Simmons with all in favor the quotes with RJT Contractors to replace the countertops in the guardhouse in the amount of \$4,410 and with Eau Gallie Electric to replace the electrical at the front four gate operators in the amount of \$3,750 were approved.

Mr. LeBrun: Those were the two main items that Andy has. I have a list of things that we've chatted about that he's been working on, just updates on different things. For FPL, I'll just give you the most up to date information on that.

2. Consideration of Proposal for Lake Fountain cleaning and Maintenance

Mr. Brown: Jeremy, what about the lake fountain cleaning and maintenance?

Mr. LeBrun: Oh, sorry. I missed that one. This is for the maintenance of the fountain that works, when you come in, the CDD's fountain. There's a quarterly cleaning and maintenance that the vendor does. You guys have typically done that every single year. So, this is just renewing that agreement. It would take effect in the new year starting January 1, 2024. It was an extra \$10 per quarter, \$185 per quarterly cleaning, to keep the fountain running.

Mr. Mills: I noticed one thing that they did not address in the list of items that they would do, which is to see if the lighting was functioning properly? All they would do was cleaning the lens, but there was nothing about checking to make sure that the lights were functioning.

Ms. Hill: They clean and check the lenses for the lighting system.

Mr. LeBrun: I can double check that. That means the lights work.

Mr. Brown: Okay.

Mr. LeBrun: The Board can approve it, as long as they agree to make sure the light works.

Mr. Pawelczyk: Don't we have an annual agreement and this is just the new price.

Mr. LeBrun: I went back, but I couldn't find the original one. This is what they sent over for the proposal. So, if the Board's okay with that...

Mr. Pawelczyk: There are a couple of ways to approach this. I mean, it's only \$185 per quarter., because it's just the one fountain.

Mr. Mills: Right.

Ms. Hill: And that's my question.

Mr. Pawelczyk: We could prepare an agreement or just approve this proposal, because we've amended it to include the lights rather than just the lenses.

Mr. Mills: Yeah, because those are LED bulbs.

Mr. Pawelczyk: There should not be many changes.

Mr. Mills: Not often, but they need to be checked.

Ms. Hill: I have a question. There are two fountains there.

Mr. LeBrun: One is ours and the other one is the golf course?

Mr. Mills: There is no other fountain?

Ms. Hill: There are two.

Mr. Mills: No, there's only one.

Mr. LeBrun: I'll have to double check.

Mr. Mills: Where's the second one?

Resident (Jackie Curly, Kingswood Way): That's not a fountain. It's for circulation.

Mr. Mills: You're talking about that round thing?

Ms. Hill: Yeah.

Mr. Mills: No, that's just a floating device, which the golf course uses to draw out the water to irrigate the golf course. That is what that is.

Ms. Hill: Okay.

Mr. LeBrun: Per District Counsel's recommendation, we need a motion.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the proposal for the lake fountain cleaning and maintenance in the amount of \$185 per quarter, subject to District Counsel preparing an agreement was approved.

Mr. Mills: So, you'll add that in there, Michael?

Mr. Pawelczyk: I got it. I'll coordinate with Jeremy.

Mr. Mills: Perfect.

Mr. LeBrun: Okay. Regarding the FPL matter, FPL asked Andy to provide more information. We thought the list we provided to them was very clear cut on where all of the outages are. So, Andy went in and painstakingly mapped, went on their site and used the list that he helped create. Then he got more specific using pole phone numbers. Long story short, FPL has everything that we could possibly give them for information on these lights. I know I personally reported any lights that have been sent to me by FPL. I did one the other day. It still referenced my old ticket that I put in, that was basically saying, "*We haven't done anything with it yet.*" The website, when you fill it out, quotes 40 days minimum. We're coming up on 40 days on the one I just put in 33 days ago. So, the ball is in their court. They have been corresponding pretty regularly with Andy, which is a better sign than it was previously. After you contacted them, we let them know that the Board was going to take further action if we did not see any movement. So, Andy feels confident that they have everything they need that we can provide them and they are actively aware and working towards it. It's still slow.

Mr. Brown: Correspondence is one thing, results are another.

Mr. LeBrun: Sure.

Mr. Mills: I firmly believe that we need to have Mike write them a letter and say, "*This has been going on now for years.*" They built this community out with those streetlights and they should know where they are. We had to furnish them the addresses of where the poles were. Andy even came out here in the middle of the night to find out which lamps didn't work.

Mr. LeBrun: I think we've done everything that we can.

Mr. Mills: Exactly and we still are. What do you feel, Michael?

Mr. Pawelczyk: It's up to the Board. I will need a lot of assistance from management to write the letter and then give it to me, because I need all of the facts. So, they have put

everything that we've done and what the purpose the letter is. I'll send it from me as District Counsel.

Mr. Mills: Yeah. I think that will work.

Mr. Pawelczyk: At this point, we've talked about it at least the last four meetings.

Mr. Brown: I remember talking with Jason last year.

Mr. Mills: It's been over two years.

Mr. Brown: More than a year.

Mr. Mills: There's one pole going out the back gate that has been gone for at least five to seven years.

Ms. Hill: Yeah.

Resident (Art Breitner, Kingswood Way): Could I just ask a quick question?

Mr. Mills: Sure.

Resident (Art Breitner, Kingswood Way): About the famous street light on Kingswood Way, between my house and Jackie's house? It has a horrible orange cone in front of it and there was grass growing, 5 feet or 6 feet out of hole on the top. That light is never going to be replaced. I think I have more of a chance of winning the Powerball than that light being replaced.

Mr. Mills: I hope you win.

Resident (Art Breitner, Kingswood Way): But seriously, I've spoken to Jackie and some of the other members and it's been years now or it seems like it. What we want is your agreement that we'll take the orange cone and you guys take it back to whoever it belongs to. I'm sure the wires are capped off. They just didn't leave the wires bare when they took the old light away. I'll fill a hole with dirt, won't charge the CDD, so that we can done with it. What do we have to do to make that happen?

Mr. Mills: I don't have a problem with you removing the cone at all. Is that our cone or FPL's cone?

Ms. Hill: It's FPL's cone.

Resident (Art Breitner, Kingswood Way): I don't know.

Resident (Jackie Curly, Kingswood Way): They came out to both of our yards and put all kinds of tape up.

Resident (Art Breitner, Kingswood Way): That was six months ago.

Resident (Jackie Curly, Kingswood Way): Yeah, but it's been since Hurricane Ian. It's been about 16 months.

Mr. Mills: Let's address that in the letter.

Mr. Pawelczyk: Put the address on the cone.

Mr. LeBrun: What's the address where the cone is?

Resident (Art Breitner, Kingswood Way): It's between 8040 and 8042 Kingswood Way. I don't know whether there's any legal implication.

Mr. Pawelczyk: I don't think so, but I think what we want to do, is just include that as part of the list of FPL transgressions.

Mr. Mills: Exactly.

Mr. Pawelczyk: And say, *"If you don't move your cone and fill the hole, we're just going to fill it up."*

Resident (Art Breitner, Kingswood Way): I don't know whether you want to say this or not.

Mr. Pawelczyk: My question is, are we paying for that light under the FPL Streetlight Agreement? If we are, we want a refund because the light doesn't exist.

Resident (Art Breitner, Kingswood Way): That's right.

Mr. Mills: Well, that's not the only one. There's another one.

Mr. Pawelczyk: Someone else has to put all that together.

Mr. Mills: Yeah.

Mr. LeBrun: I don't know if we're going to be charged if the light is not actually working.

Mr. Mills: Oh yeah we are. All of the poles that are in here, are being leased.

Mr. Pawelczyk: Yeah. It's under the FPL LED Lighting Agreement.

Mr. LeBrun: We can pursue a credit of some sort.

Mr. Mills: Absolutely.

Mr. Pawelczyk: It's going to take a lot of work, from their side, to put it together, to make sure we're claiming what we need to claim.

Mr. Mills: I know that this is sort of a threat, but would it be okay to say, *"In lieu of us going to the Public Service Commission or Public Utility Commission?"* Do you want to do that?

Mr. Pawelczyk: Yes.

Mr. Mills: Okay.

Mr. Pawelczyk: We'll imply it.

Mr. LeBrun: In my email to them, I said, *"If you don't do this, this is our next step."* That's a nicer way of saying it.

Mr. Brown: How about if we draft a letter and have Andy include that in the next email correspondence to FPL? When they ask for more information about their street lights in our community, we should say, *"This is where the Board's at."* Either cook or get out of the kitchen, where there's another way of saying it.

Mr. Mills: Just let Mike and him work on that.

Mr. Brown: Yeah. I mean, we've talked about this for at least three years.

Mr. Mills: Yeah. I don't know if you all remember, but back maybe seven or eight years when Coco had trouble with FPL, they threatened to put in their own electrical system. Boy, FPL jumped quickly.

Ms. Hill: That's interesting.

Mr. Mills: They were going to form a coop. Maybe we should do that.

Mr. LeBrun: Alright. Then the last item I have for the Board, is an update on the well. So, the good news, is a new irrigation company came onsite. They did a thorough inspection, went through the system and changed out things that were not working properly that might have been missed from the previous irrigation company. They did an assessment and met with Andy. They're not drawing water from any other source, like a pond or anything. So, it was verified that nothing else was being used to supplement the waterings that we got from the rain. Their assessment is that there's no need for a new well. So, we got that news. The well company was still three or four months behind, so there hasn't been any movement on the well. So, we're not really paying anything. I called them and let them know that your new irrigation company said that the well is not necessary and they said, *"Okay"* and pulled us off that list, so we won't incur that expense and we won't need that new well.

Ms. Hill: So, what's going on?

Mr. LeBrun: It appears, with them going through the system and thoroughly inspecting and changing out different components of the system, it was able to sufficiently provide water to the areas that weren't getting water before. It wasn't necessarily a volume issue. They said the well was pulling enough water to meet the needs of that landscape area.

Mr. Mills: My understanding was there a filter on the bottom of the pipe that goes down into the well. The sediment had actually started closing off. So, all they did was pull the bottom out, clean that off, put it back in and it works fine. That saved us about \$10,000.

Ms. Hill: And the other company didn't know to do that?

Mr. Mills: No.

Ms. Hill: The other didn't choose to.

Mr. Mills: We have the original irrigation company that was originally in Baytree.

Ms. Hill: Do we need some kind of Maintenance Agreement so we don't end up in this situation again?

Mr. Mills: Well, that hasn't happened in what, 20 to 30 years, since it's been developed.

Ms. Hill: Okay.

Mr. LeBrun: And that's something Andy can include in his quarterly conversations with the irrigation company.

Mr. Mills: I'm sure the irrigation company will probably do that anyway, the new one that they have.

Mr. LeBrun: There are some cost savings.

Ms. Hill: Yeah, \$10,000. Do I get that back?

Mr. LeBrun: That is all I have for both the District Manager and Field Manager Reports. I'm happy to take any other questions.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Mills: Treasurer's Report?

Mr. LeBrun: Sure. We have the Check Register for July 1st through August 31, 2023. In your General Fund, you have Checks 650 through 682 in the amount of \$83,452 and the Supervisor payroll for July and August meetings in the amount \$1,662.30, for a total Check Register in the amount of \$85,115.12. Behind that, you have the detailed Check Register for that Check Run Summary. I'm happy to take any questions. If not, we'll just look for a motion to approve it.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Check Register for July 1, 2023 through August 31, 2023 in the amount of \$85,115.12 was approved.

B. Balance Sheet and Income Statement

Mr. Brown: On our Statement of Revenue and Expenses through the end of August, we are \$51,000 over budget in very specific areas. So, I think when we have our workshop, Jeremy, could help us out with some of these overtures, as I believe some of these were one shot deals.

Mr. LeBrun: Sure.

Mr. Brown: If you can identify anything that might be reoccurring in our next budget, could you bring that to the workshop? We already agreed that there would be no increase in the assessment. So, if we're already \$51,000 behind the budget already, we may have to make some decisions.

Mr. LeBrun: We'll see how the September finances go. Hopefully, we're under budget for September and then the accounts will close out and they can balance the lines.

Mr. Brown: Absolutely.

Mr. LeBrun: Then we can see where we are. In November, I'll bring all of that financial data, as well as the data for Fiscal Year 2025. I know there was talk of the Board wanting to look forward to seeing what that might look like. So, I'll bring some simulations from the accountants of different scenarios for Fiscal Year 2025. I believe that was at the November workshop.

Mr. Brown: Correct.

Mr. LeBrun: So, I'll have those for you next month.

Mr. Brown: Thank you.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. LeBrun: We are on Supervisor's Requests.

Mr. Mills: Alright. April?

Ms. Simmons: Jeremy, I want to talk about the street lights. I did have a letter from somebody saying that Jeremy submitted a ticket. I will be noting which lakes have signs and which ones don't. We can decide which ones we want to do.

Mr. Mills: He just did that with all of the lakes, but I don't know why he missed that one. Okay, Jan?

Mr. Hill: Just to note, we had a big discussion with Peter about what he had told us and what we remembered him telling us. I keep all of our minutes and I went back to the October 5, 2022 meeting, where the sealing company came to our meeting and the discussions we had. On September 7, 2022, they told us five to ten years, just like all of us remembered. It also states the consultants told us that and so did Peter. So, when Peter comes at our next meeting, I'll provide that to him.

Mr. Mills: Peter's coming to the workshop in November.

Ms. Hill: Yeah, on the 14th.

Mr. Mills: I invited him to come, because there was some disparity in our comments at the last official Board meeting. I did have a conference with him and Jeremy and we talked. So, I invited him to come. I want to thank Jan for bringing that to our attention.

Ms. Hill: I'm a pack rat. I keep everything, every contract, every commitment.

Mr. Brown: I just remember three to five years.

Ms. Hill: I did too. I know that's what was said. So, that's why I went back. Anyway, that's all I have.

Mr. Mills: Okay. Richard?

Mr. Bosseler: I have one item that I wanted to ask Jeremy about. What is going on with our guard poles, because we seem to have more on the ground than we actually have working?

Mr. Mills: We talked about that. The cables are being replaced at the front gates.

Mr. Bosseler: Oh, okay.

Mr. LeBrun: And also, I think, too, Richard, if you see a pole not on there, I know Andy is trying to save costs. We don't want to call our gate vendor out, because it costs a travel fee, so Andy can be out of here in a day or two to save \$175 to put them on. But, yeah, a lot of the electrical is malfunctioning.

Mr. Brown: The nylon bolts as well.

Mr. Mills: Has Andy said anything to you about the other gate company that I had referred them to?

Mr. LeBrun: We did. They came out and checked the system out. He followed up with them multiple times, but they never got back to him with a proposal or any willingness to work on it. I know when I first contacted them, it took me a couple of tries to get them to call me back. He doesn't know why they're not responding.

Mr. Mills: Well, that's not good.

Ms. Hill: That's not good at all.

Mr. Mills: No. I will tell him to forget it. Okay. Rick?

Mr. Brown: Yeah. A couple things. The holiday lights for this year are all signed, sealed and delivered. They will be installing them starting next week. But in a conversation that I had with Artie for the BCA budget for next year, he advised me to balance them out to zero. He's not saying no, but he's saying with other things that are going on within the Homeowners Association, there may not be extra money for the holiday lights. So, I met with George and told him that we are in the second year of our three-year contract and this second year is all signed, sealed and delivered. But I told him next year to find \$3,000 to take out of the contract and I gave him three areas to focus on, first. One was the Sylvester Palms that are past the gatehouse when you come in, those five palms along the lake. We did the small Ligustrum trees behind the two walls, one behind CVS and the other behind the credit union. The third area was to take away the wreaths and the lights on every monument and see what that does. I'm going to go to your budget meeting and I will make a pitch. If there is any money available and if they agree, then I'll come back at the workshop and let you know. But I just wanted to prepare George for next year in case they can't kick in some money. I want to try to keep as much of the money that we have in our budget focused on the entrance on Wickham Road.

Ms. Hill: Will you have him tell us specifically how much the monument wreaths cost?

Mr. Brown: I think I have that already.

Ms. Hill: Okay.

Mr. Mills: We can go back to what we used to do, where every neighborhood did their own.

Ms. Hill: Her and I did it.

Resident (Jackie Curly, Kingswood Way): We did. They worked, but they didn't work.

Ms. Hill: Well, we've had some electrical repairs done on those monuments since, but I hate to see those go.

Mr. Mills: I remember when we first moved here, there was a group of us, Ms. Joanne, Waltman, myself, Lenny, Jean, my wife Linda, about six or seven of us that did those wreaths on the monuments every Christmas.

Resident (Jackie Curly, Kingswood Way): Sandy and I did them for 3 years.

Ms. Hill: Yes. Sandy and I did them.

Resident (Jackie Curly, Kingswood Way): Our husbands were the electricians.

Ms. Hill: Yes.

Mr. Brown: Have any you received any more information about AT&T and when they're coming for their fiber optic?

Mr. LeBrun: The last email I sent you guys, was the last correspondence that I received.

Mr. Brown: The last one I have is a little bit controversial. This came out as a result of the Homeowners Association meeting, where they were talking about towing people who parked overnight that weren't supposed to, which is a violation of the covenants. Jackie, I remember you saying that you contacted the county. The county said the roads in Baytree are private. You contacted the Sheriff and he said, according to their records, the roads in Baytree are private.

Resident (Jackie Curly, Kingswood Way): Correct.

Mr. Brown: We have to pay to improve our roads, maintain our roads, resurface our roads, but we've been told that we're public. So, are we public or are we private? If we are private, then what can we do to focus more on limiting people coming into the community?

Mr. Pawelczyk: First, I guess I can best explain this by saying that county, city and state employees, think that if it's not a county, state or city road, it's private. All of my CDD roads are private under the county code, city code definitions.

Mr. Brown: Okay.

Mr. Pawelczyk: But the CDD is a public entity and if they use bonds to pay for these roads and the roads are owned by the CDD, they are public in the sense that they have public access, but no one else has control of those roads except for the CDD. Now in terms of access, your access and your parking regulations, you can regulate those. I think we have a Traffic Enforcement Agreement that allows the Sheriff to come in here and enforce speeding and stop sign violations, any particular driving issues in here, under Chapter 316 of the Florida Statutes. So, that's really the short explanation. But your roads are still public to the extent that there's public access. It's just municipalities don't consider them public.

Mr. Brown: I guess I'm deaf, dumb, blind and stupid. I just don't understand that entire concept.

Mr. Pawelczyk: These are public roads.

Mr. Mills: Okay.

Mr. Brown: Then why are they telling us that they're private?

Mr. Pawelczyk: Because their code says that unless they are a city, county or state road, they are private.

Mr. Brown: So, then if they're private, why can't I say you can't come in?

Mr. Pawelczyk: Because the CDD is not a private entity. The county code doesn't deal with CDD roads. It only deals with roads and developments like Baytree, Suntree, Viera, any communities that are similar to yours. That's the only way that I can answer the question. It doesn't matter. They're still public access. Now when these roads are developed, they are developed at a different standard, meaning built and constructed. They are developed at a different standard, as a private road under your county code, as opposed to a road that's going to have significant traffic like Wickham Road or the road outside of your back gate, which is a county road. You can see that they're developed in a different standard, because they're not expected to have as much traffic in here as they are outside of the community. The lanes are not as wide, for instance.

Ms. Simmons: And maintenance is done by the CDD, not by the county.

Mr. Pawelczyk: That's the only thing.

Mr. Brown: I guess I'm just having a problem with this.

Mr. Pawelczyk: You have full control, except you have they're open to the public because they're owned by a government.

Ms. Simmons: We still can have the Sheriff come in.

Mr. Pawelczyk: Absolutely. We have that Traffic Enforcement Agreement, which I think we negotiated a long time ago.

Mr. Mills: Yes, back in 2012 or 2013.

Ms. Hill: Which reminds me, do we know how many tickets they issued?

Mr. Brown: They won't tell us.

Ms. Simmons: It's private matter.

Mr. Pawelczyk: That's actually not true.

Ms. Simmons: That's what they said.

Mr. Pawelczyk: Any ticket they write in here, you can make a public record request for all traffic tickets written between this date and this date. That's a public record.

Mr. Brown: I'm still not sold on what you're saying. I guess my last controversial item, is the number of people coming into the community going to the golf course, compared to what the golf course contributes to the CDD for the infrastructure. This goes back to the document that was done when the development was first established. I think that the golf course was listed as a property owner, including five or six properties. I can't remember what it was, but all I'm saying right now, is based upon our security guard, Matt, over the course of the last four years, about one-third of all the vehicles coming through the visitor entrance, are going to the golf course. That totals anywhere from 47,000 vehicles a year and this year it could be up to 52,000 vehicles a year. So, was the premise that the original amount was determined based on pay versus net? I remember when I brought it up a while ago, I was told that we would have to have a consultant come in and re-look at that original agreement to the tune of something like \$40,000. I don't know. I want to revisit that and maybe talk about it at the workshop.

Mr. Mills: Mike would need to provide guidance on this.

Mr. Pawelczyk: We did talk about that the Methodology Report identified the benefit to the golf course to equate to six or seven deals, whatever it was. So, how they determine that benefit should be in that Methodology Report and if you're going to change that, you would have to show that that benefit has changed. Your only benefit is, they just use the roads and they benefited from the water and sewer and stormwater for this parcel.

Mr. Mills: Mike, the other side of the coin is, a lot of people think that they can't get in and say, "*I'm going to the golf course.*" So, in reality, how many really are coming to the golf course? That's the other number.

Mr. Brown: That's not my problem. That's theirs.

Mr. Mills: No, but you have to take that into consideration.

Mr. Brown: Why?

Mr. Mills: Well, what if we have a person that comes in and says, "*I'm going to the golf course*" and doesn't go to the golf course?

Mr. Brown: That's not my problem. If they say that they are going to the golf course, they get listed as going to the golf course, unless you want to have somebody follow them. 33% of every person coming through the visitor's gate, say they're going to the golf course.

Mr. LeBrun: Rick, I have that number. The operation and maintenance (O&M) assessment calculation for Fiscal Year 2024 for the golf course is \$23,345.

Mr. Brown: Okay, so \$23,000 equates to about six pieces of property.

Mr. Mills: No.

Mr. Brown: We pay \$2,000 a year.

Mr. Mills: Yeah, he said \$22,000.

Mr. Brown: Oh, I'm sorry. You're right.

Ms. Hill: Yeah.

Mr. Pawelczyk: Jeremy, I think you should talk to Darrin or George and bring this issue up to them, just to see what they say and then we can talk at the workshop.

Mr. LeBrun: Okay. I will look at the methodology.

Mr. Pawelczyk: They are the methodology experts. I don't want to step on their toes. I think you'd have to show change and maybe that change is just the fact that they utilize more of the guard services than residents and our guests.

Ms. Hill: Even the roads.

Mr. Brown: The cost just to maintain everything has gone up too.

Ms. Hill: Yeah. We are maintaining the roads. They haven't maintained the parking lot.

Mr. Brown: They might have started out with \$10,000. Okay. I'll get off my soapbox.

Mr. Mills: Anything else?

Ms. Hill: It would be helpful to know if the amount that they contribute, is based on a set amount or percentage of something.

Mr. Mills: It's a percentage.

Mr. Pawelczyk: The methodology will tell you exactly what it is.

Mr. LeBrun: According to the estimated calculation, it is 2.25%. That's the percentage that's provided for Fiscal Year 2024.

Ms. Simmons: Of the assessment?

Mr. LeBrun: For O&M.

Mr. Mills: Basically, they also pay for 2.25% of the expenses. Correct?

Mr. LeBrun: This is in the adopted Fiscal Year 2024 budget, that's available on the website. It has all of these calculations.

Resident (Not Identified): You said they're supposed to be paying 2.25% of the expenses. Where is that?

Mr. Brown: That was in the methodology.

Resident (Not Identified): Is it written somewhere?

Mr. Brown: It has to be.

Mr. Mills: It has to be written somewhere.

Mr. Pawelczyk: Where I pulled it from, was the Fiscal Year 2024 budget that the Board adopted. That's where those amounts are listed, which comes from the original methodology.

Mr. Mills: Where is that original methodology?

Mr. LeBrun: It was prepared when the developer established the District.

Mr. Pawelczyk: When the District first issued bonds.

Mr. Brown: I think Jason copy of that.

Mr. Pawelczyk: It's on the server. I can locate it.

Mr. Brown: Would you send me a copy?

Mr. Mills: Send each one of us a copy.

Resident (Not Identified): Does that go up every year?

Mr. Brown: No, that stays the same.

Mr. Pawelczyk: It's not the amount, it's how the benefit is allocated across the benefiting properties. So, let's say that each of your homes is given a benefit of one. Well, the golf course might have been given a benefit of 11. So, they get assessed 11 times what each resident would get assessed. That's what it sounds like without looking at it. That report was used when they issued the bonds and they were paying the debt assessment. That methodology is also applied to your O&M, the same benefit analysis, typically.

Resident (Not Identified): So, when the value of the golf course goes up?

Mr. Pawelczyk: It really doesn't matter. It's not based on ad valorem taxes. It's based on the benefits. It's a cost benefit.

Resident (Not Identified): Okay.

Mr. Brown: So, we have to find out how they came up with that 2.25%, basically.

Mr. Mills: But when our assessments go up, their assessment also goes up.

Mr. Pawelczyk: Absolutely.

Mr. Brown: It goes back to the 2.25%.

Mr. Mills: Is there anything else?

Mr. Brown: No, I'm done.

Mr. Mills: Okay. I have asked Andy to go out and get quotes from other landscapers. I've given him the name of two landscapers that I know of that I hear good things about. I am not happy with our current landscaper. I went over their contract page-by-page and they are not following the contract at all, period. I've discussed this with Mike, with Andy present. On Monday, he is taking soil samples, which he never did in the past. That's why flowers are growing in certain areas and not growing in others, because soil samples were never taken. They're supposed to fertilize four times a year and they are only fertilizing twice a year. One is granular. The other one is liquid. Liquid does not work in Florida. It has to be granular every time and it needs to be slow release. The mowers are mowing the grass too short. It should be 3.5 to 4 inches tall. If you look on the side coming in, on the common areas, you'll see where it's scraped down to the ground or dirt. So, I'm working on that. I'm not a happy camper. If any of you come by my house, you'll know how pristine I try to make it look. So, we're working on it. Anyway, I want this place to look like my place.

Ms. Hill: Yes, me, too. Even with the Coleus, at the very least, they should cut off all of the seeds that are growing.

Mr. Mills: They're supposed to deadhead them.

Ms. Hill: Yeah.

Mr. Mills: And they are not doing it. It's amazing what they're not doing.

Ms. Hill: It's like all of a sudden, a year ago, they were doing a much better job.

Mr. Mills: We were supposed to have a quote today. They have known for two weeks to get us a quote. On Monday, I said to Mike, *"The deadline is Wednesday and we don't have a quote."*

Mr. LeBrun: I want to say it's been longer than that. Andy reached out to Mike.

Mr. Pawelczyk: Not this Mike.

Mr. Mills: Mike from Tropic Care.

Resident (Not Identified): What is the annual cost?

Mr. Mills: They get \$100,000. You have that in your budget?

Mr. LeBrun: For landscape services for Fiscal Year 2023, the landscape contract was \$98,000. Then for Fiscal Year 2024, factoring the cost of contractor inflation, it's slightly higher.

Mr. Mills: But if you think about it, fertilizer, weed killer, all that stuff has gone up in price.

Ms. Hill: Okay.

Mr. Mills: And I know they're going to come back to us and say, "*We're going to increase it by 20%.*" I feel that wholeheartedly. That's why I'm getting other quotes, so that we can compare them.

Ms. Hill: They do not have the people on the ground that they had even a year ago.

Mr. Mills: No, they do not.

Ms. Simmons: Are they saying that it's the rabbits or the bugs?

Mr. Mills: No. It's the nutrients in the soil. There isn't any. That's the problem.

Ms. Hill: For a while they said they weren't getting water.

Ms. Simmons: They certainly can't say that now.

Mr. Mills: Not now. No. Each one of those flower beds are to be rotated and they're not doing that.

Mr. Brown: So, even if they come back with a 20% increase, if they do what's in the contract, then the place should look pristine.

Mr. Mills: Exactly.

Ms. Simmons: But we've had problems for more than a year, actually the last couple of years.

Mr. Mills: Well since COVID.

Ms. Simmons: Yeah, since 2020.

Ms. Hill: Okay, during COVID I got it, but that excuse is getting old.

Mr. Mills: It is.

Resident (Not Identified): What makes you think I would pay them more if they will execute the contract? They are going to increase the cost, but if they are failing to meet the contract for over a year, then they will continue to fail to meet the contract.

Ms. Hill: And that's my point exactly.

Resident (Not Identified): Which is why we need to go elsewhere.

Mr. Mills: I hate to do this, because they've been with us for years and years and years. There are a lot of times you'll ask them to do something and we won't get billed for it. I asked him to spray the vines down in certain areas down in Balmoral. In South Point, he sprayed the vines and we never received a bill for that. That I know of.

Ms. Simmons: As you know, Turnberry has 64 houses and they had a hard time finding people to come in and provide quotes. It's tough out there. We do have somebody that we like and still everyone compares it to Tropic Care back in the olden days.

Resident (Not Identified): So, who does Turnberry now?

Ms. Simmons: It's called Marilawn.

Mr. Mills: Are they doing a good job?

Ms. Simmons: They are doing a good job. Of course, you can't please everybody, but the guy, Brian, is amazing. He goes right to the door, talks to the owner and rectifies everything, even when things aren't even his fault, like if a plant dies.

Mr. Mills: But could they handle the size of our community?

Ms. Simmons: You would have to call them and find out.

Mr. Mills: Yeah.

Mr. LeBrun: Andy will contact the one that the Board has provided us and another one he might know about. We'll use the exact scope from the contract. They will do a walkthrough and they will be fully aware of the scope of the project. Then we'll bring those back to the Board.

Ms. Simmons: That's exactly what Tropic Care did. They upped it three times and then they cut back on services. They cut back on how many times that they were going to fertilize and they weren't going to cut our trees and stuff like that. So, make sure you watch that in the contract.

Mr. Mills: Oh, they're doing the same thing right now.

Ms. Simmons: They didn't want to do trees anymore.

Mr. Mills: They're supposed to be here three times a week. They're here twice.

Ms. Hill: When they're here, the size of their crew is small.

Resident (Not Identified): Is there verbiage in the contract to penalize them when they fail?

Mr. Pawelczyk: Terminate.

Resident (Not Identified): There's no laws where we can withhold funds?

Mr. Pawelczyk: If they don't perform the service, you don't have to pay them for services that they did not provide.

Resident (Not Identified): We don't prepay it.

Ms. Wagner: I believe that they are residents. Are they not?

Mr. Mills: No. Mr. Dave Halle used to, but he left. He isn't even affiliated with Tropic Care anymore.

Ms. Wagner: Well, then that kind of eliminated what I thought was part of the issue.

Mr. Mills: Yeah.

Mr. Brown: We could always go to Derek.

Mr. Mills: In fact, to be honest, we've gotten more out of them since Dave isn't here than we did before.

Ms. Simmons: Okay.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Are there any resident comments?

Mr. LeBrun: State your name for the record.

Ms. Wagner: I have one question. The Sheriff that you hired, are they giving tickets and warnings?

Mr. Mills: They are not supposed to be giving any warnings.

Ms. Wagner: Well, they are giving warnings, because my residents are telling me that they are getting warnings to people who are running the stop signs. One of my Board Members received a warning for running a stop sign.

Ms. Hill: My next-door neighbor received a warning.

Ms. Wagner: Yeah, they are giving warnings.

Mr. Brown: Ooh that's not good.

Mr. LeBrun: The post orders are very clear that they are to give no warnings. I don't know if it's our Sheriff or it could be someone else's coming in.

Mr. Mills: No, we hired the Brevard County Sheriff's Department.

Mr. LeBrun: I know that with the ones I contacted and scheduled, I'm very clear about them giving no warnings.

Mr. Mills: Will you address a letter to the Captain?

Mr. LeBrun: I will follow up.

Mr. Brown: I understand what you're saying, Jeremy. Just because we hired the Sheriff to come in on certain days and times, doesn't mean another Sheriff can't make rounds.

Ms. Wagner: Right.

Mr. Mills: You mean another deputy.

Mr. Brown: Another deputy.

Mr. LeBrun: I will make sure that I follow up with them.

Ms. Wagner: They come into IOB. It's the one you guys have, which comes and sits, which is fine, but the residents even told me that he was coming and just sitting in IOB as well. They are not hired to do IOB.

Mr. Brown: No. We've given them specific locations.

Ms. Wagner: Okay.

Mr. Mills: Yeah. The other day, I was not happy because he was sitting on Old Tramway, just west of Chatsworth.

Ms. Hill: Yeah.

Mr. Mills: I mean, nobody's going go through that stop sign with him sitting there. He needs to be sitting in Chatsworth and going straight through from Old Tramway.

Ms. Wagner: It is great that he would sit right around that corner by our bridge there.

Mr. Mills: I think we should hire Jeremy.

Mr. Mills: Are there any other comments from the audience? Artie?

Mr. Hudson: I assume that we're in the new fiscal year, which started on October 1.

Mr. Mills: Yes, sir.

Mr. Hudson: We have a budget for the 2024 Fiscal Year. What you just approved today, is that in the budget?

Mr. Mills: It's in the budget.

Mr. Hudson: It sounded like you knew that the resurfacing of the pool was required. So, is that in your budget?

Mr. Mills: Not in this budget.

Mr. Brown: We resurfaced the pool about five or six years ago and it should be good for 10 to 15 years. During the summer, kids got into the pool and used the rescue pole that we're required to have. They were using it as a pole vault. They were running off the shallow end, sticking the pole into the bottom of the pool and pole vaulting.

Mr. Hudson: When did this happen?

Mr. Brown: In June.

Mr. Bosseler: Right before the end of school?

Ms. Hill: Yeah, right around graduation.

Mr. Bosseler: We have 10 spots in the shallow end of the pool that are recessed about an 8th of an inch.

Mr. Hudson: Did this happen after you adopted your budget?

Mr. Brown: Yeah.

Ms. Wagner: What about insurance?

Mr. LeBrun: We did notify our insurance company. They have a letter from the vendor. I know they couldn't identify who it was. So, we have the information we needed. They are not going to pay for a pool resurface, but they have it, if the Board after a workshop, wishes to pursue that. They have all of the information that's needed.

Ms. Hill: Didn't we have pictures and we just couldn't identify who it was?

Mr. Brown: We couldn't identify who it was.

Mr. Bosseler: Right. They were hanging around the pool and jumping the fence.

Mr. Brown: So, then we ended up having vendors come in to take a look at the bottom of the pool, to see if we can repair those as opposed to resurfacing. Every one of them has said no. So, what we're worried about, is every year our pool has to get inspected by the Health Department. If they see those indents in the bottom of the pool, they may say it's a hazard and we can't use the pool until we resurface the entire pool.

Ms. Simmons: The \$35,000 to \$75,000 is including the deck too.

Mr. Bosseler: Yeah, I know.

Mr. Brown: You're right, Jeremy. When they issue you that complaint, what kind of time frame are they allowing us to fix it? I'm not getting the sense that they are going to give us a year to fix this and allow us to use the pool. They could actually close the pool down.

Mr. Hudson: For a non-leaking indentation?

Ms. Hill: Yeah.

Mr. Brown: They're saying it's a hazard, because you might stub your toe.

Mr. Bosseler: We will get inspected sometime in the Summer, because we got it last July. So, we're trying to get ready.

Mr. Hudson: In July, they did not say anything about those.

Mr. Bosseler: They weren't there.

Ms. Hill: I thought it was at the end of school, in May or June.

Mr. Brown: I'm not so sure.

Mr. Bosseler: I need to get with Andy. Maybe Jeremy could tell us when it was in effect.

Ms. Hill: The problem, Jeremy, is that in order to redo the pool, we really need to do it, like in January or February, when our residents aren't really using it.

Mr. Hudson: As a taxpayer here, you said it was a 10-to-15-year life cycle on a pool refinish and we are at four or five years. So, we're cutting it by a third. I don't know what my pool would cost to refinish. Do you have quote for \$100,000?

Mr. Brown: No. We have a quote for \$35,000. I paid \$20,000 for mine.

Ms. Hill: I paid \$17,000.

Mr. Mills: Getting back to your insurance, we have a very high deductible. So, to repair the pool, is cheaper than to make a claim to our insurance to pay for it. What is our deductible? Jason told me.

Mr. LeBrun: Its \$2,500 for the deductible. I have to look for the pool specific deductible. I'd have to research that one.

Ms. Hill: Well, we would appreciate knowing that at the workshop.

Mr. Mills: The deductible is \$2,500?

Mr. LeBrun: I don't know. Usually, the general deductible, if a gate breaks down, is \$2,500. I'll have to check.

Mr. Mills: I thought it was much higher than that.

Mr. Brown: The issue is, are they going to say that it's an act of vandalism?

Mr. Mills: Yeah.

Mr. LeBrun: If you want to submit the claim, we can. We just need Board direction. I think after the workshop, we'll have the cost of the pool.

Ms. Hill: That's what we're evaluating at the workshop.

Mr. Brown: No, let's submit it now. We know it's there. Right now, we know that we have five or six vendors that have said they will not repair it. The only way you can fix it is to redo the entire resurfacing of the pool. We have nothing to lose by saying, *"Here's the damage. We want to put a claim in."* Let them deny it.

Ms. Hill: Well, when you put a claim in, don't you have to stipulate how much it is to repair it?

Mr. Brown: So, we'll go with the high number. We'll go with the \$80,000 one.

Ms. Hill: Okay.

Mr. Brown: That's fine. We'll get more quotes. The worst-case scenario is we get \$35,000.

Mr. Hudson: The other thing is on the lights, your budget included how much?

Mr. Brown: \$3,500.

Mr. Hudson: Did I hear you say that we could control who comes in the gate?

Mr. Brown: It's a public access road, even though they're private. I'm shaking my head, too, Artie.

Mr. Hudson: Going through the website on financials, I tried to find the reserves. I'm not clear where the reserves are.

Mr. Brown: There are capital reserves. They are allocated to each capital project.

Mr. LeBrun: After the meeting, I can show you where they're at.

Ms. Hill: The road reserves are separate and each one is separate.

Mr. Brown: We have reserves in certain capital funds.

Mr. Mills: Yeah.

Mr. Hudson: I tried to find them. I spent a lot of time trying to find them.

Ms. Hill: Well, it's not real obvious.

Mr. Mills: We don't have a pocket that says, "*This is reserves.*" Anything else?

Resident (Jackie Curly, Kingswood Way): Well, can I just go back to asking about the gates? At 5:00 p.m., this place shuts down. Can we not allow people saying that they're going to golf course, if the golf course isn't open?

Mr. Pawelczyk: I'll talk to you after the meeting.

Resident (Jackie Curly, Kingswood Way): Okay. Thank you, sir.

Mr. LeBrun: I just want to double check. Is there Board direction for me to submit that insurance claim?

Mr. Mills: Yes.

Mr. Brown: Go for it.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor authorization for the District Manager to submit an insurance claim for the pool was approved.
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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