

**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, **December 17, 2025** 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
Jerry Darby	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Rob Szozda	GMS
Michael Pawelczyk	District Counsel
Rey Malavé <i>by phone</i>	District Engineer
Chace Arrington <i>by phone</i>	District Engineer
Everardo Berdal	US Lawns
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Mills: I will open the floor for public comments. Does anyone have any comments that they would like to bring before the Board?

Mr. LeBrun: I would just ask that you state your name and address and keep it under three minutes.

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Mr. Mills: If none, we'll move along.

- **Staff Reports: Field Manager** (*Item 9C*)

Mr. Mills: We are going to ask the Field Manager to go first today because he has to leave early.

Mr. Szozda: I appreciate the accommodations. Richard, let's start with the pool.

Mr. Bosseler: Okay. I want to thank Rob for the work he put in on the pool efforts so far. He's come up with a single page. We're not there yet. We still have to make sure that each company that's bidding on it is doing apples to apples, but we're getting closer. So anyhow, Rob, why don't you tell us about your spreadsheet.

Mr. Szozda: Okay, so when we went out my initial request to all of the vendors was, *"Hey, we need to resurface the pool. Tell me what needs to be done in order to do that."* The initial bid that came in the most correct was Spies Pool. They did everything to ensure that the pool would be compliant after it was refinished, including replacing ladders. They were replacing the lights and doing a quartz finish. The only thing they didn't do was the rails and so they added it to their bid. So, I basically corrected everybody's bids if they did not have this in their bid, so that everyone bid on replacing the ladders, replacing the handrails, putting in lights and having a quartz finish. I'm not a pool guy, but what I read in my research, there's a plaster finish, a quartz finish which is in the middle and then there's a longer-term pebble finish. Brevard Pools, in one of their bids, actually threw in the pebble finish and said, *"Okay, here, this is the one that'll get you 15 to 25 years depending on the finish."* So, there are three parts. I brought everybody's up to a quartz finish and then that's the results we have here with Brevard Pools being the most cost effective. When Richard and I met a couple weeks ago, we decided that they look good. They started at \$53,000. To get theirs up to speed, their bid went up by \$14,000, but they're still the lowest bid. Spies Pool was \$75,217. We use Spies Pool a lot. They're a quality customer. They do hundreds of pools. They do a lot of commercial pools in Orlando, Reunion being one of them. So that's kind of the measure of quality they do. Intercoastal Pool was a little bit tougher to get stuff out of. But they eventually got their bid up to speed. Intercoastal Pool was recommended by Beach Pools, who currently does our pools. Action Pool Plastering came in late. That is the owner's son, the guy that cleans our pool. They were pretty high and did not have all of the elements. It was easily another \$10,000 more on their bid, so I didn't bother reconciling

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their bid with everybody else's. The research behind Brevard Pools was positive from all references. In fact, Mr. Charles Gooding, from Outdoor Quality Resorts, declared them the best. He said, *"That's who I'm going to use in the future."* Keith at Ocean Sands North and South, has pools under reconstruction now and says he will be using Brevard Pools in the future as well. Mr. Bob Zucker said he was very happy with everything, but the only negative comment that he had on Brevard Pools was that they were initially were supposed to start in January and they didn't get started until late February. This type of business depends on weather and a number of other things, so you could see where things could push the schedule to the right. The other most positive thing was the response to problems. They were very responsive. Everybody talked about Mr. Keith Westman. I think that is his name. When I first approached Brevard Pools, he independently called the county, checked on our inspections, looked at a few questionable items on our pool, got that all cleared up and then provided an estimate based on what he got back from the county inspector. So far everything is looking very positive towards Brevard Pools as being both a low bidder and being a positive...

Mr. Mills: I have a question Rob, with regard to the color of the pool. If we go with a darker color, would it not save on heating bills?

Mr. Szozda: My simple background in physics says yes. Darker colors absorb more heat.

Mr. Mills: Is that sort of what we're looking at? A darker blue?

Mr. Szozda: Richard and I have not made it to that discussion yet.

Mr. Mills: I just wanted to bring that up because I think it would be advantageous for us to get a darker pool and letting the sunlight heat it.

Resident (Not Identified): It might make it a little hot in the summer.

Mr. Mills: Yeah.

Mr. Darby: Rob, another question for you. Just to be clear, the Brevard Pools quote includes a pebble finish and the other two were a quartz finish?

Mr. Szozda: No. For Brevard Pools there was another \$7,000 that I took out of their bid because they added in the pebble finish.

Mr. Darby: So, it's all apples to apples.

Mr. Szozda: Yeah. Right now, I see everything being apples to apples.

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Ms. Hill: I noticed in the bids that we got, not this one, Spies Pool had a five-year warranty that was supplied by the resurfacing product and Intercoastal had a 10-year warranty regarding their product.

Mr. Szozda: Yes.

Ms. Hill: The others I couldn't determine what they had. Since our pool had an issue and it broke down before it should have, do you think we should at least have some warranty so we're not back here again?

Mr. Szozda: Yeah, I agree with you on the warranty. We should make sure that is very clear. I think what everybody's proposing, is generally a 10-year product warranty on the material. So, if the material fails, then you're good. Workmanship is typically five years. That may be what we're getting from that, but I need to better reconcile the warranty side of that.

Ms. Hill: That was my concern.

Mr. Mills: I had Intercoastal Pool do mine 4 years ago and it's a 10-year all-inclusive warranty.

Mr. Szozda: Okay.

Mr. Mills: For \$6,000.

Mr. Szozda: Well, my thought now would be to go to Brevard Pools and say, "*Okay, here's what we have*" and see if they are willing to compare. I don't know many of these companies.

Mr. Mills: I'm not pointing any fingers at you. What I'm basically saying is a \$6,000 difference, with another five years warranty, can save us a bunch of money.

Mr. Szozda: Yeah.

Ms. Hill: They're not warranting it. It's the product that they use, the manufacturer's warranty. Whatever they're using, they stand behind.

Mr. Szozda: Yeah. Okay.

Mr. Mills: We might want to go back and have them quote a 10-year warranty.

Mr. Szozda: Yeah.

Mr. Mills: So, they are talking apples to apples.

Mr. Brown: What's the timing as far as once we decide? Have you kind of figured out when we really want to shut the pool down?

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Mr. Bosseler: I would like to do it in February or March, before the real nice weather comes back but it depends. I think you talked to him about doing it in early February?

Mr. Szozda: Yeah, that was back in our conversation in November.

Mr. Brown: Well then, we have to decide today because in January we have a workshop and we cannot make decisions.

Mr. Szozda: Okay.

Mr. Brown: Am I wrong?

Mr. LeBrun: No, you're correct. January is a workshop. The Board today could always approve a not-to-exceed amount and then delegate authority to Richard and staff to go forward. That's an option if you don't want to wait.

Mr. Pawelczyk: I just want to add something. I had two points. We deal with these pool deals all the time. Our clubhouse is going through the same thing. What I've seen, is that the material never goes bad in 10 years. What happens is sometimes they don't put enough material down, so you start seeing the spots come off. That's a workmanship issue. If you have a five-year warranty, it comes up in the sixth year. If you have a 10-year warranty, it happens in the 11<sup>th</sup> year. So, that's the only problems I ever see with this surface material, that I have experienced. I actually have a dark blue pool at my house. I love it. It's the most beautiful thing there is in the daytime. People have tried to talk me out of it because if you scuff the bottom, that scuff and then the repair of the scuff really shows up. So, if someone throws a chair in the pool, that's happened I think once here, if there's a scuff, that's the only downside of that. That scuff shows up a little bit. It's more pronounced than it would be if it's your typical light blue type. I'm just throwing that as a comment. If you wanted to approve a not-to-exceed and authorize entering into an agreement subject to whatever terms, we can have it prepared so Richard and the Field Manager can finalize it when they're ready.

Mr. LeBrun: If the Board wants, you could go that route. You could just do a not-to-exceed amount of the highest bidder. So, if for some reason that's the one they decide to go with, you have that flexibility, but you can always go below it.

Mr. Mills: Are you suggesting that we go no higher than \$75,000.

Mr. Brown: What do we have in the budget?

Mr. Darby: \$50,000.

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Mr. Szozda: The pebble finish is not in it, so if you want the pebble finish you would have to bump the not-to-exceed by probably at least \$7,000.

Mr. Pawelczyk: No, I was not talking about the pebble finish, I was just talking about the dark blue.

Mr. Szozda: So, we're good with quartz as the finished quality finish?

Mr. Brown: Well, I don't know. \$6,000 for an extra number of years, we can take the money out of the Beautification Fund.

Mr. Szozda: So, I'll reconcile the bids around a 10-year warranty and then the pebble finish, I can do that. I just say let's add \$7,000 to the not-to-exceed amount.

Mr. Bosseler: I'm not sure we need the pebble finish. We got 10 years out of the existing one and where are you going to be in 10 years?

Mr. Brown: I don't know where I'm going to be.

Mr. Bosseler: We don't need the Cadillac model.

Ms. Hill: What is the benefit of a pebble finish?

Mr. Szozda: It has a longer life to it.

Ms. Hill: Okay.

Mr. Szozda: But you're right, in 10 years you may want a new pool. Who knows, I'm kind of with Richard on that.

Mr. Brown: The only thing that I'm worried about is what damaged the bottom of the pool that we have now. Kids were using the rescue pole as a pole vault from the bathroom. They're running to the shallow end of the pool, sticking that rescue pole into the ground to become a pole vault. That's what started the deterioration. Now it's under camera and audio.

Mr. Szozda: Yep, that's right. That's up and working.

Mr. Mills: I would also ask if the finish was deep enough. The scuff shouldn't show.

Mr. Pawelczyk: No, I'm saying if there's damage like if, let's say they pole vault despite the cameras, you're still going to see that. But that's just what I have experienced. My pool was done four years ago and there are still some spots that look like they're a little thin. Its Diamond Brite. I don't know if that's what the quartz is. It's Diamond Brite?

Mr. Szozda: Yeah.

Mr. Brown: I don't know anybody else, but I feel comfortable giving Richard and Rob the authority to not-to-exceed a certain number to go ahead and get this thing done.

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Mr. Mills: Is that a motion?

Mr. Darby: Before we make a motion, I would like to know where that other \$7,000 is coming from.

Mr. Brown: Yeah.

Ms. Hill: Yeah.

Mr. Darby: Well, you have \$50,000 budgeted, \$18,000 insurance and if you go up to \$75,000, that's a \$7,000 delta.

Mr. Brown: Oh, okay. Now I got you.

Ms. Hill: I also want to know can we specify in the contract that it has to be to a certain depth that they put that product on?

Mr. Szozda: Yeah, we can put anything we want in there. I assume the recommended is probably a standard. I noted, when we were cleaning holes in the bottom, that system's not being used in the pool and so it won't be a nuisance.

Mr. Pawelczyk: The only thing to Jan's point, I would like if we knew what that specification was.

Ms. Hill: Yes.

Mr. Pawelczyk: Because in the worst-case scenario, if we did have to enforce the warranty or whatever, we should have in the contract that they were supposed to do it this way. You can actually measure how much.

Mr. Mills: Good point.

Ms. Hill: There's one of these. I think Brevard Pools stated their standard finish and per the Florida standard whatever that is.

Mr. Darby: But I think to Mike's point, we have to specify exactly what that's going to be.

Mr. Szozda: A minimum of half inch or whatever.

Mr. LeBrun: That or something that says, "*Installed per the manufacturer's instructions.*" Usually, they'll say how to install it, which then lets you enforce that.

Mr. Pawelczyk: It already says that. But I want it in the agreement because I don't want to have to ask Jeremy to go track down the manufacturer's warranty.

Mr. LeBrun: Gotcha.

Mr. Mills: Right.

Mr. Pawelczyk: Our agreement's always say, "*Pursuant to manufacturer's warranty.*"

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Ms. Hill: Over time the manufacturer, whatever they say or specify can change. So, to your point, you want to go back to what they signed with us.

Mr. Darby: I think the issue still remains if we authorize a not-to-exceed of \$75,000. Where's the other \$7,000 coming from?

Mr. Bosseler: Well, what if we said not-to-exceed \$68,000 and then if Rob and I can't do it, then we come back to the Board and say, "Okay, here's our problem." It'll stall us a couple more months, but at least budget wise, we'll be having more input.

Mr. Darby: I'm not opposed to that.

Mr. Mills: Let me ask a question. This is going to be out of order. Did we save any money at all on your proposal, do you know, by putting your wires through the conduit under the road?

Mr. Berdal: I'm not too sure on that. I think Josh probably knows. I don't know if anything was saved on that. So, I wouldn't have a number on that.

Mr. Mills: Okay, because I was thinking we could use a portion of that.

Mr. Darby: Well, Jeremy, correct me if I'm wrong. We have some excess funds from fiscal 2025, right?

Mr. LeBrun: Any excess funds were put into the road reserves that the Board had wanted to look into. There's usually some excess that we have in different fund levels. I've always said engineering, but there usually is a little bit of a cushion every year.

Mr. Mills: There should be a \$7,000 cushion, I would think.

Mr. LeBrun: Yeah.

Mr. Mills: Yeah, absolutely. Are you comfortable with that?

Mr. Darby: Yeah, I guess so.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor authorizing a not-to-exceed of \$75,000 to proceed with the pool resurfacing and delegating authority to the Mr. Bossler and staff to work out the agreement with the pool company, subject to review by District Counsel was approved.

Mr. Mills: Very good. Anything else, Rob?

Mr. Szozda: Yeah, I'll be quick. You mentioned the boring under the road at CVS. We got power back over there. That's great. Unfortunately, the Christmas lights as we've discussed

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are a little more cantankerous over there still. That's a brand-new GFIC over there and brand-new cover. So, everything is new. I will contact him about the wreath not working. Only the wreath is not working.

Mr. Mills: No, it's not the wreath. It's the garland. The entire garland. In fact, one end is burned out even when they're lit.

Mr. Szozda: Alright, I'll call them and let them know that. We are getting the GFIC replaced on the Kingswood Monument. Everything else is working. I was here Monday and Wednesday and all of the lights were coming on, which is good news. But if you have anything, call me. If I'm either here or drive by here, I don't mind stopping in and trying to correct whatever it is and deal with it in the future. So, we've got an electrician here today trying to correct the last remaining problems. I wish I had some good news on the street light. I did reach back out to Florida Power & Light (FPL) today. I asked for a schedule and they never responded. So, I asked them again for a status and schedule. The work order that was submitted by them, identified our four lights, but I still heard nothing.

Mr. Mills: Mike, this is going on now for almost two years. We have three street lights on Baytree Drive that haven't been lit and they're FPL's. Is there anything legally that we can do or you could interact with FPL to get this moving? It really is a safety hazard.

Mr. Pawelczyk: You would have to notify the Public Service Commission, as FPL is essentially a monopoly site. You're kind of stuck with what you got. But if you want me to try to draft a letter, I can do that. After the holidays, we could send something out, but I would like someone to provide me with a breakdown, the history I guess and then I'll draft a letter. I can sign it or we can have the Chair sign it. However, you want to do it.

Mr. Mills: I'd rather you sign it.

Mr. LeBrun: Rob's been going through the Regional Director so we have his contact information. We have the work order, but we can definitely send a letter.

Mr. Mills: Well, if it wouldn't be for the Christmas lights, that area, that sidewalk, is completely dark. What we don't want is somebody to fall and next thing you know we're faced with a lawsuit.

Mr. Szozda: The landscape lights you had put in there by the credit union. But you're right, there's three in a row right there that are out.

Mr. Pawelczyk: Were they out for two years or approximately?

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Mr. Mills: They were out when Jason was here.

Mr. LeBrun: I think Jason was even trying to get them fixed and we've still been getting the run around.

Mr. Szozda: In our last call, we talked to someone who believed that they were they were his. We were thinking they were ours. I think we may be powering them, but the lights themselves are FPL lights. So, I said, "*Hey, either give us parts, give us something. Because the two electrical companies that I had here, if I can't touch them and even if it was your power, those parts are not readily available for street lights.*"

Mr. Brown: Are we paying for that? If you look at the invoices, there are about 20 invoices from FPL.

Mr. LeBrun: I didn't see those ones listed on there and they're not lit up, so there's no power. I didn't see those three listed on there.

Mr. Brown: Okay.

Mr. LeBrun: I remember talking to Jason about this. We had CDD stickers on the pole, but the site plans we got from FPL and then the Regional Director was saying that the electricians concur that these are FPL's. The work order says on those three lights, that they created to fix them, they sent us the actual screenshot work order. So, we know they actually put a work order in because the maintenance division is separate.

Mr. Mills: If they're FPL's, we're leasing those lights.

Mr. LeBrun: Yeah, but I didn't see those ones listed on the invoices, because I went through them and looked. I didn't see them on the invoice.

Mr. Szozda: The one on the corner of whatever that crossroad is, is 100% FPL's, because it says it on the box. I thought when you look at the map, it shows that one. There were two lights in the middle of the street when they sent the map. I said, "*Oh yeah, no, it's these lights here.*" That was the conversation. Also, we have one south of the guard shack, that doesn't work. The same thing. It says on top that it's an FPL light. It seems like they're going to try to fix them.

Mr. Mills: Does that belong to the CDD or does it belong to FPL?

Mr. Szozda: We're trapped in the fact that those are very specific lights to FPL. Nobody else has them. We can't get the parts.

Mr. Mills: No, I know that, but the point I'm trying to make is, as a unit for the pole and the head, are they leased or do they belong to the CDD? That's what we have to find out.

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Mr. Szozda: Yeah, we got two points of information; like what Jeremy says, they're not listed. But when we talked to Mr. Don King on the phone, he's like, "*Yeah, okay, here are those lights. They're right here.*" I told him that was the work order that I sent to them. I wish I had a solution. I'll keep beating on FPL to deal with it.

Mr. Pawelczyk: Well, before Rob goes on, when I return at the beginning of 2026, I'll follow up with Mel and Rob and if nothing's happened, we'll work on sending something that week. Does that work?

Mr. Mills: Yeah. I'll contact Jason because Jason was involved also.

Mr. Pawelczyk: So, we have a history.

Mr. Mills: Yeah, exactly.

Mr. Pawelczyk: Okay, that works.

Mr. Mills: Perfect.

Mr. Szozda: Okay, a couple more things. The architectural fountain up front, is not working. It ran out of water, burned up over a weekend. The company can't get here until the beginning of the year, but American Pump, who's apparently worked on it before, will be here at the beginning of the year to get that fixed. I did ask them, because you have to tear the fountain apart to get to the pump, to make sure that everything's level when the fountain is working. It sounds like it may be tilting a little bit to the left. At least that's where the water flows.

Mr. Mills: Are you talking about the fountain in the lake or the ornamental fountain?

Mr. Szozda: The ornamental fountain.

Mr. Mills: Okay.

Mr. Szozda: When you clean the screen, it's working fine. It's just a little bit more to the left side, so it shouldn't be too much. They're going to tear it apart to get the pump out. So, I asked them specifically to make sure. They will service it, clean it and then make sure its level on all levels. All of the cameras are working. There's one that we've asked to have replaced. It's on the front guardhouse, but otherwise it's a little fuzzy. So, IM Solutions sent me a \$660 item.

Mr. Mills: We had a power glitch yesterday and a camera at the pool is not working. One of them looks like it's going to have to be reset.

Mr. Szozda: Okay. Alright, we'll get that fixed as well. We fixed the sidewalks on Bradwick Way. One has been repoured. Rick, the one that you pointed out, that's been repoured. There was another one in the other direction. The 20 or so that was on Kingswood Way, are all

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being ground. I walked Berwick Way and marked another 10 to 15 over there. When I see an issue, I get out and walk, as far as I can in both directions. So, I'm trying to keep a process of checking sidewalks on a regular basis. But there's another 15 that we will get ground down over there. Security gates and lights are working. I haven't said that since I've been here. The storm drain on Daventry has been resealed. The road has been fixed. For nothing, they fixed the little road issue that we had on the front. So, both of those items are done. I won't get too much into the landscaping, I'll let them cover that here next. We did have a complaint on getting a bush put in on Baytree Drive. There was a gap.

Mr. Berdal: We put in a 15-gallon Ligustrum.

Mr. Mills: That was over two months ago.

Mr. Szozda: I did put in a work order with the county to have that pothole on the backside fixed. 825 Chatsworth complained about the pepper trees coming out. I've walked it and there are quite a few pepper trees in all of these preserves. In our front side, there are some leaning over, but they regularly trim them up vertically. I stopped and knocked on her door to talk to her and walk through it with her. I'll try that again at some point. I think that's it. That's all I have.

Mr. Mills: Okay.

Resident (Sandy Schoonmaker, Berwick Way): Could you clarify what's going on with the electricity at the front because I didn't get what you were saying. Has it been fixed?

Mr. Mills: The electric for the CVS side, has been repaired.

Resident (Sandy Schoonmaker, Berwick Way): It's been repaired?

Mr. Mills: Yes.

Resident (Sandy Schoonmaker, Berwick Way): There is still a problem with the garland?

Mr. Mills: Yeah, the garland is not being lit. I think the GFI is stripped again.

Resident (Sandy Schoonmaker, Berwick Way): Okay. So, the electricity at the front gate is fixed, until next time.

Mr. Mills: Yep. The spotlights that are on the walls are working.

Resident (Sandy Schoonmaker, Berwick Way): Okay.

Mr. Mills: Yeah. It's just the garland that's not lit.

Resident (Sandy Schoonmaker, Berwick Way): Okay.

Mr. Szozda: So, Mel, were the lights in the tree working?

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Mr. Mills: Yes.

Mr. Szozda: Two things are plugged in. The garland is plugged in and the lights on the tree. If the tree lights are working, then it's something very specific with the garland.

Mr. Mills: Yeah.

Mr. Szozda: Okay.

Mr. Mills: One last thing, Rob. Southpointe does not have a wreath on the monument.

Mr. Szozda: Yes. George acknowledged that and he said that was an addition last year and he simply didn't have a wreath for it.

Mr. Darby: That's been a problem for five years.

Mr. Mills: That's been missed every year.

Mr. Darby: Southpointe and Balmoral get missed all the time.

Mr. Szozda: They originally didn't have anything there and I called him and he said, *"I'll put up the lights, but I don't have a wreath."*

Mr. Mills: Well, get one.

Mr. Szozda: I'll tell them to get one.

Ms. Hill: They always said they run out before they get to us and I'm thinking, *"Can't you count?"*

Mr. Szozda: They did this last year. I'll catch up on the pickleball court conversation you guys are going to have here.

Mr. Mills: Okay. Thanks, Rob.

### **THIRD ORDER OF BUSINESS**

### **Organizational Matters**

#### **A. Discussion of Areas of Oversight Responsibilities**

Mr. Mills: Organizational matters. Discussion on areas of oversight responsibilities.

Mr. LeBrun: Typically, in December the Board reviews their organizational structure. You can keep it the same if everyone is happy, but we just put it on there in December. It's up to the Board if they want to switch anything around.

Mr. Darby: I'm good with the responsibilities.

Mr. LeBrun: Alright. That was easy.

Mr. Darby: Do you need a motion?

Mr. LeBrun: No.

Mr. Mills: Do you want my job? You can have it.

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Mr. LeBrun: Mr. Chairman, we have the engineer on the phone. I didn't know if you want him to go before the landscaper.

Mr. Mills: Let's allow the landscaper to get out of here.

#### **FOURTH ORDER OF BUSINESS**

#### **Landscape Report**

Mr. Mills: Do you want to give a report, Everardo, since Josh isn't here?

Mr. Berdal: Sure. How you guys doing? I will read off of the notes. I know that we did the big irrigation job upfront. It's 99% done. We are still working on transferring the rest of the irrigation over to two wire to help with the cost. With all of the issues that's been going on with that, I think it would probably be a good idea. We put in the Poinsettias already. We got lots of compliments from everybody.

Ms. Hill: They look very nice.

Mr. Berdal: I think they look great. We did it a little different this time because they were a little bit bigger than last year, but I think they look great. I always pass by them and they look great to me. The Palm tree trimming and the mulch are scheduled for the first quarter of the year, kind of like the years before. We usually try to do them early at the beginning of the year. So that's scheduled as well. So, you guys will get fresh mulch and Palm trees trimmed and everything.

Mr. William: I'm William, the FIR manager. I'd like to apologize for the Florida snow, I guess. I know it had popped up out of the blue just real fast and rapid. We are being very proactive. We got it knocked out. We were here the first week of December and we'll be doing a follow up here in about another week or two.

Mr. Berdal: We are trying to get everything back to spec basically. We put down six pallets of sod. There's still more to come so we're working on that. Some Florastones are a little harder to kill sometimes, so you might need to retreat especially with the cooler weather. But we'll keep an eye on everything and keep working on that, getting the sod and everything put down in these areas that are needed. Of course, that's no cost to you guys. So, we're just trying to keep everything up to standard and get you guys nice and green again. So that's the report that I have.

Resident (Sandy Schoonmaker, Berwick Way): Can I make a comment?

Mr. Mills: Sure.

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Resident (Sandy Schoonmaker, Berwick Way): Thank you for putting sod in the cul-de-sac at Ashbourne Court. That place has looked awful ever since I lived here. It's the first time there's been grass.

Mr. Berdal: Is that the cul-de-sac down in Kingswood?

Resident (Sandy Schoonmaker, Berwick Way): Yes.

Mr. Berdal: We didn't do that.

Resident (Sandy Schoonmaker, Berwick Way): Who did that?

Mr. Berdal: The homeowner must have done that.

Mr. Mills: Wow.

Mr. Berdal: Yeah, he put down a lot of sod there in the area that was bare for a long time.

Mr. Bosseler: That is 40 feet.

Mr. Mills: Really?

Resident (Sandy Schoonmaker, Berwick Way): Yeah, it's beautiful. Sorry, I picked the wrong people.

Mr. Berdal: Yeah, I'd tell you but we didn't do that. Robert and I kind of talked about that when we did our drive through and everything and one of those homeowners must have put sod there.

Resident (Sandy Schoonmaker, Berwick Way): Does anybody know which one did it?

Mr. Mills: I don't know.

Mr. Bosseler: Sandy, it's got to be the gentleman in the left corner.

Resident (Sandy Schoonmaker, Berwick Way): In the two-story?

Mr. Bosseler: Yeah. Because it's his yard and then it goes downhill.

Resident (Sandy Schoonmaker, Berwick Way): Well, anyway, sorry. It would have been a good thing to do, by the way.

Mr. Mills: The only thing that I have is if you go out National Drive, you'll see a lot of fronds laying down.

Mr. Berdal: Okay.

Mr. Mills: If you have your people clean those up, I'd appreciate it.

Mr. Berdal: Yeah, no problem. We'll continue working on the wood line to cut back all of these areas. Cut back the grasses and stuff to get everything prepped for mulching. We are trying

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to just be proactive and get ahead of a bunch of stuff. I know we're getting into the heavy leaf season again, blowing out stuff, picking up stuff. There is a lot of debris coming.

Mr. Mills: Also, the area down in Southpointe, that whole area along the right-hand side looks like a park now compared to what it did before.

Mr. Berdal: Yeah.

Mr. Mills: It looks great. You did a good job there.

Mr. Berdal: Thank you. We'll continue to work on everything; give you guys the attention needed here.

Mr. Bosseler: Okay. The sod that you put on Baytree Drive, just after the first house on the right, they tore up several sprinkler heads.

Mr. Berdal: Yes.

Mr. Bosseler: Are you aware of that?

Mr. Berdal: Yes. Our irrigation guy was here yesterday, working on that area. There's still some sod that needs to be put down there around the trees and stuff. So, we're getting more sod. But yeah, our irrigation tech was there yesterday.

Mr. Bosseler: Thank you.

Mr. Berdal: Yes, sir.

Mr. Darby: One question that I have is the last time we met with you guys, you talked about the Phase 1 irrigation. There would be a Phase 2 and Phase 3.

Mr. Berdal: Yep.

Mr. Darby: I think the total cost of that was approximately \$80,000. What is our plan for Phase 2 and Phase 3?

Mr. Mills: I talked with Josh when I rode around with him last week. You were putting in the Poinsettias. Anyway, I talked to Josh about it. I said, "*Josh, do me a favor for budgetary purposes, let me know what the second phase will cost us in increments.*" He promised to do that for us, so that we can put in the budget.

Mr. Darby: So, some portion of the second phase will probably happen in 2026 and the balance and Phase 3 would be in 2027.

Mr. Mills: Yup.

Mr. Darby: Okay.

Mr. Mills: Okay, thank you very much. Are there any questions? Okay, very good.

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## **FIFTH ORDER OF BUSINESS**

## **Engineer's Report**

Mr. Mills: Engineers Report.

Mr. Arrington: Yes, I believe we had a few items. I'd like to start with the tennis court, if that's all right?

Mr. Mills: Sure.

Mr. Arrington: So, there were a few questions about the report. Just to summarize it for you, I went there, I believe, a week ago. Thankfully, Rob was there to let me in. I inspected it. It looks like it's just going to be a pretty standard resurfacing job. It's my understanding the last time that the court was resurfaced was about seven years ago, I believe. Is that correct?

Mr. Darby: I think it's more like five years ago.

Mr. Arrington: Five years ago. Okay. It's my understanding about every five or so years, is a pretty typical resurfacing increment. Thankfully, I didn't see any kind of pitting or depressions in the court, so that's good. Just surface cracking is expected and its full sun, so things like that are to be expected. So, I did that. I took a look at some of the proposals that were sent in by the three different companies. They don't quite appear to be all apples to apples. I think the main difference that you see in there is the inclusion of that fiberglass reinforcement layer. That may be something to add. I believe one of them didn't contain it.

Mr. Darby: Yeah, that's correct.

Mr. Arrington: Is that something that you all wanted to look for?

Mr. Darby: That's correct. FDC quoted a fiberglass and mesh, it seems like a skim coat of fillers and cement, as opposed to the other quotes, which just talk about resurfacing, filling in the cracks and essentially repainting. One of the questions that I raised, was when you say resurface, how extensive of a resurfacing job are you suggesting?

Mr. Arrington: Well, it's just going to be the typical job. I believe I got an email about this as well. Something like what Nidy was assessing, just filling cracks and applying a new coat of paint and that kind of thing. I think that'll suffice for a repair. There is no major, major damage. It'll just be kind of a crack repair and then just a general new coat of paint. Then I think you all had asked for the pickleball courts as well. That's just going to be painted.

Mr. Darby: Right.

Ms. Hill: So, is there any provision made for taking care of that root system that keeps causing the cracks in the surface?

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Mr. Arrington: That could be an option that you can take to maybe cut those, to make sure that they don't continue. I don't think there was a notice of that. Could you clarify?

Ms. Hill: Well, we were told that the reason that it didn't last longer was because there was a root system underneath the court and they were causing all of the cracking. So, we needed to secure that foundation properly, before we spent our money to resurface.

Mr. Arrington: That's not something I was informed of. From what I could see, I didn't notice anything like that. The court appeared relatively level. I don't know if you've seen it whenever you walk along the community and see where tree roots start to grow up under concrete. I didn't see anything like that when I was out there. That could be incorrect, but I wasn't looking for it. I wasn't informed of it. But the kind of cracking just seemed very surface level. There is nothing like that.

Ms. Hill: Okay.

Mr. Mills: In your estimation, is it worth the additional money to put the acrylic on top?

Mr. Darby: You mean the fiberglass mesh?

Mr. Mills: The fiberglass mesh.

Mr. Arrington: No, it is not.

Mr. Darby: It's \$28,000.

Mr. Arrington: It's not worth it.

Mr. Mills: Okay.

Mr. Darby: Okay.

Mr. Arrington: I did also include, while Rob was up there with me, he had talked about an issue. I don't know if this has been noticed by residents or the Board. We have the mulch in the planter bed outside of the court. He says as water comes in, it kind of starts dragging that mulch across the court. He says he's out there a lot fixing it, cleaning up the court and doing things of that matter. At the end of the report, you will notice that I included a brief little paragraph about adding some wattles. If you've ever seen those, it's kind of like long tubular bags of straw or mulch or what have you and/or the addition of some wind sheets around the fence or some slats. I think that could help reduce that kind of infiltration. If the Board would be interested in doing that, the wattles or the wind barriers around the court would be something that maintenance could just install very easily. They're not very high cost either.

Mr. Mills: Well, we could take the landscaping out and just have sod.

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Mr. Darby: Sure. It makes it easy.

Mr. Mills: That makes it easy. Would you be amenable to that?

Mr. Arrington: That's fine as well, if the Board is interested in that.

Mr. Mills: Okay, that's what we can do.

Mr. Darby: Yep. We should do that anyway.

Mr. Mills: Yeah.

Mr. Darby: We'll just probably do it before the court is repaired, rather than wait until after that. Okay, good. Alright. I think that kind of clarifies, at least from the standpoint, what the extent of the resurfacing should be. We can talk about other situations when we get to that section of the agenda.

Mr. Arrington: Are there any other questions on the tennis court repair?

Mr. Darby: Not for me.

Mr. Mills: Nope.

Mr. Arrington: Okay. I don't know if it was brought up. There was a slight miscommunication about a roadway report, if the Board is interested in hearing an explanation about that.

Mr. LeBrun: I have been communicating with them about the invoices because some of them said roadway report. Rick and I were kind of going back and forth, so I asked them for some clarification on what that means. He'll go through it but it wasn't like a separate road report. It was an engineer that was assigned doing the annual inspection. They were doing the road part of it. So that's why it was broken out on the invoices. But feel free Chace to elaborate. But that was the background of it.

Ms. Hill: But they were supposed to give us a report as to the roadways that need resurfacing.

Mr. LeBrun: They had not done that yet, no. So that may be something we can ask them because I don't think we've seen a proposal for it yet either.

Ms. Hill: Well, they had another proposal that they were supposed to give us.

Mr. LeBrun: I'm not sure if you heard that part of it. I think we explained the road report invoice question that one of the Supervisors had. But we're asking about a follow up for a proposal to do the lake bank inspection. I believe that I sent Chace the previous data set that we had, from the one we did prior. There's a proposal for that, so the Board could consider that and

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then the proposal to inspect the roads to see what might need to be done in the future. So, a little more of an in-depth roads only inspection. Those are the two reports that I think we're still waiting on any proposals, if you guys have those or can send those out.

Mr. Arrington: Yes. So in regards to the lake bank, we had analyzed the previous report that you received, but we only had a spreadsheet. I had asked if there was an additional written report that would explain their methodology and findings. It was my understanding that didn't exist. So, I'm not quite sure how they came up with that spreadsheet, if you take my meaning. If I don't have the report that backs up how they created that spreadsheet, I don't quite understand how it works. But because of these annual reports, I think you'll notice in the past when we had an "*annual report*," of course they weren't actually annual. They were as required by the agreement that the CDD had. But now, because of the new Florida laws and your annual goals and objectives, we're now out there every year doing an annual report on all CDD infrastructure. So that includes ponds, roads and anything else that the District owns. So, if you would like us to when we're doing that report, we could tell you about very immediate items such as banks that would need to be restored, rather than just having a five year look ahead. Because we will be out there every year looking at this anyway. We could just tell you what's immediate and what's on the horizon.

Mr. Darby: Alright, so as I understand it, you don't have a methodology to reproduce a similar report that our prior engineering services did for us over a five-year plan. If that's the case, then obviously we don't need that kind of report.

Mr. Malavé: That is correct.

Mr. Darby: But I do believe that if we're going to have any value out of your evaluation of the lake banks, it's got to be done in time that we can put it into the following year's budget. Which means that it has to be done by May or June.

Mr. LeBrun: Usually in May we're finalizing the Proposed Budget.

Mr. Darby: So that just needs to be factored into your schedules and presented to the Board.

Mr. Malavé: If we're finishing our report by the end of fiscal year, that gives you enough information in September that you can use in the following year for any improvements that need to occur. So, the example, the annual report that we did, looking at the shores, the lakes, the

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stormwater systems and that current report can provide information of what needs to be repaired, which therefore can be put into the budgeting process.

Mr. Darby: Yeah, you'd have to project over the following year, not the current year. It has to be in probably more detail than you rendered this year.

Ms. Hill: Exactly.

Mr. Malavé: Well, we can do that. We can add more to it. We were trying to minimize, look at what was out there, how was it really being affected or not. So we can come in and say these areas kind of look like where we need to really figure that out, we're going to have a problem next year, and then try to do that. So that could be added into the new report when we do it again.

Mr. Darby: Okay.

Mr. Brown: I have a question on the August 8<sup>th</sup> report that you did on the shoreline restoration inspection results. The summary says there are 12 lakes that you identified that need either minor lakeshore erosion observed for maintenance needed on geotubes, which are three of the lakes. So, I assume that that's been given to our lake bank restoration company?

Mr. LeBrun: Yes. So, I send their report to our lake bank restoration company. He then does his inspection.

Mr. Brown: I assume we're going to fix all of the geotubes?

Mr. LeBrun: Correct.

Mr. Brown: If he comes in and sees the minor lakeshore erosion is observed on any of these lakes, is he fixing them or just looking at it?

Mr. LeBrun: No. The lake bank restoration vendor will look at what the critical needs are. I know that the Board always prioritizes anything that's behind houses. Then he takes our allocated budget and fixes the most urgent all the way down to least urgent, using the budget that's been allocated. That's what he's done.

Mr. Brown: Okay. So, then he'll send you a report of what he's done based on these.

Mr. LeBrun: Correct, what he sees or what they're going to do. Then we bring that back to the Board as an agreement. It'll say, "*Repair 200 linear feet of whatever.*"

Mr. Brown: Okay. So, this way we can check it off. Okay. I'm good.

Mr. Mills: Okay. Anything else? If not, thank you very much and have a great holiday.

Mr. Arrington: That's all we have.

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**SIXTH ORDER OF BUSINESS**

**Community Updates**

**A. Security**

Mr. Mills: Alright. Moving along, security update. Rick, do you want to bring us up to date?

Mr. Brown: Yeah. The afternoon full-time guard, Ralph, is still out. He will be back. He's just got some issues as a result of that accident. He now has to see a spine surgeon. He's up and about, but he said that he will be back. The bonuses were given to the guards a week or so ago. It was a holiday gift card from American Express, thanking them for all that they did from the Baytree CDD Board. Not like they did last year. So, other than that, the guards are doing okay. Ralph is the only weak link right now. He's been with us for five years and we're hoping that he'll be back.

Mr. Mills: I talked to Matt this afternoon before I came here. He wants to thank everyone who has given him and the guards the financial support, the gift cards, the candy, the cookies and everything that they've gotten. He says, "*I greatly appreciate it.*" So, I just thought I'd pass that along to everybody.

**B. BCA**

Mr. Mills: BCA, Tom.

Resident (Tom Harrison, 669 Deerhurst): Yeah, we've got really nothing to report except that we just wanted to send our holiday greetings from the BCA Board to the CDD Board. Have a great holiday season and we'll see you in 2026.

Mr. Mills: Yeah, next year.

**SEVENTH ORDER OF BUSINESS**

**Consent Agenda**

**A. Approval of Minutes of the November 5, 2025 Board of Supervisors Meeting**

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

Mr. Darby: I've submitted mine.

Mr. LeBrun: We included those.

Mr. Mills: I have one that I didn't get to you. On Page 8 on the left-hand side, it should say CVS and it doesn't. It was in the third paragraph down and the fourth paragraph. You said CBSI.

Mr. LeBrun: I got it.

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Mr. Mills: Are there any other additions or corrections? If not, I'll entertain a motion that they be approved.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the Minutes of the November 5, 2025 Board of Supervisors Meeting were approved as amended.

## **EIGHTH ORDER OF BUSINESS**

### **Agenda**

#### **A. Discussion of Pool Resurfacing Proposals**

Mr. Mills: I think we've covered the discussion of the pool resurfacing. Have we not?

Mr. Brown: Yes.

Mr. Mills: So, we'll move along to staff reports.

#### **B. Discussion of Recreation Area Resurfacing Request for Proposals**

Mr. Darby: Do you want to talk about the Request for Proposals (RFP) for the resurfacing?

Mr. Mills: Oh, yeah, sorry.

Mr. Darby: As the Board is well aware, I put together an RFP, which is circulated in the agenda package. In addition, in preparing this we had a number of representatives from BCA meet on the tennis court and they had some suggestions. After the RFP was circulated, we had a couple comments, and I'll just reiterate them here. Several people made the comment that they did not favor temporary nets, as suggested in the RFP, but rather they should have permanent net posts in there. I can obviously change the RFP to include that, but it's something that we might want to have a discussion about. Another comment was whether or not the practice board was needed. Another individual wanted to know whether there was enough distance between the pickleball courts, as it needed to be a total of 120 feet. I'm pretty sure that's what we have, but we can measure that. One individual suggested a higher net between the pickleball courts, to avoid the possibility of somebody tripping over or falling over the net. There was another interesting suggestion, but I don't think it really applies. Another woman who was there, noted that in a different deed restricted community, the Board was not allowed to change their tennis courts to pickleball courts, because any change in "amenities," would have to be approved by all of the residents. I looked through everything that we had and I see nothing referring to what the

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specific amenities are. So, I don't think that applies to us, but I just bring that out anyway. So, having said that, are there any more comments on the RFP?

Mr. Mills: Job well done. You did a great job.

Ms. Hill: I did contact the Zoning Department and they said as long as we do not change the footprint of that court, we do not need to petition.

Mr. Darby: Good.

Ms. Hill: Basically, all we're doing is restriping the court, but if we expanded that footprint, then we would have to go to the Zoning Department.

Mr. Darby: Okay. So, to move forward, let me just tick off each of these items. Are we in agreement that we could go with permanent nets and posts for the pickleball?

Mr. Mills: Let me ask this question. What if the pickleball fades out, which tennis hasn't phased out, and we put permanent posts in? Then we're going to have to tear up the court. So, my thought is to put in temporary posts.

Mr. Brown: That gives you more flexibility.

Mr. Mills: Exactly.

Ms. Hill: You don't know how much use it's going to get until we use them.

Mr. Mills: Right.

Mr. Darby: Okay. That's why I put the temporary ones initially. Okay. Practice board. There was a practice board there. I think we should have it.

Mr. Brown: Most courts do have it.

Mr. Darby: Yeah. Now, the distance between the pickleball courts, I don't think that's going to be an issue. The people who do these things know what the distance should be. So, I don't think there's the issue there. A higher net between the pickleball courts?

Mr. Mills: We need some kind of a net.

Mr. Darby: You'll have the tennis nets.

Mr. Mills: Right.

Mr. Darby: I would say leave the tennis net there and see where we go.

Mr. Brown: So, you're going to have a net that's the size of a tennis net going across?

Mr. Darby: Yeah. In other words, the one that's there, will stay there.

Mr. Brown: Okay.

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Resident (Jeff Hill, Kessington Court): I have a comment. I'm Mr. Jeff Hill. I made that comment, just because of my concern that the tennis net is pretty low. If people are playing and there's the court here, if somebody backs up, I'm just worried about the potential for injury. Because the tennis court's rather low and backing up into it, you could flip over. Even just extending some kind of portable net a little above it or something, just so it doesn't let somebody flip. It could be something pretty minor. You wouldn't even have to remove the tennis net.

Mr. Brown: Jerry, where is the net going? What are we talking about?

Mr. Darby: Do you see where the net is on the tennis court on the right?

Mr. Brown: Yeah.

Mr. Darby: It would go directly across.

Mr. Brown: So, it would go this way?

Mr. Darby: Yeah. In other words, that's how the pickleball court should be.

Mr. Brown: Oh. Why wouldn't we just put a net this way?

Mr. Darby: Well, that's also a possibility, but that doesn't address Jeff's concern. Let me go back. We can do one of two things. One of three things, actually. We could either keep the net there, take the net down, which means balls will go in between each other's court or as Jeff suggested, we could put a higher net.

Resident (Jeff Hill, Kessington Court): Something 4 feet.

Mr. Brown: So, this is where the tennis court net is?

Mr. Darby: Right. Exactly.

Mr. Brown: Could we just make it higher?

Mr. Darby: We could make it higher. Yeah. But you'd have to have a modification to the post.

Mr. Brown: Yep.

Mr. Darby: I tell you what, I think we could put it as an option for them to bid on and tell us before we make a decision.

Mr. Brown: I would.

Resident (Jeff Hill, Kessington Court): Or set something over the existing posts.

Mr. Darby: Yeah. I'll put it as an option.

Resident (Jeff Hill, Kessington Court): I just thought I'd throw that out as a potential liability issue.

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Mr. Pawelczyk: Typically, on these courts, you have a 4-foot chain link fence. It might not go all the way across, but it's across where the ball is going to hit. It should be at least 4 feet.

Mr. Darby: That is in the options.

Mr. Brown: Okay.

Mr. Darby: If you see a cost for a freestanding court divider, that's what that means.

Mr. Brown: Okay. I got that.

Mr. Darby: One other thing that we're going to add to the RFP as an option, is the cost to convert the concrete slab, formerly known as the bocce ball court, to a shuffleboard court. So, while they're painting...

Mr. Mills: Perfect timing.

Mr. Darby: Okay. Alright, I'll change this. I'll give it to you Jeremy and if you want to circulate it to the Board.

Mr. LeBrun: Sure.

Mr. Darby: Then if we all agree, I'll leave it to Rob to go out and get the bids.

Mr. LeBrun: Okay.

Resident (Tom Harrison, 669 Deerhurst): Jerry, just a quick comment. The practice board, I don't think I've ever seen a board set up for pickleball practice. So just make it for tennis, if you're going to do it.

Mr. Darby: Yeah, I'm sorry, Tom, I wasn't clear on that. We were suggesting having two lines; one for pickleball and one for tennis.

Resident (Tom Harrison, 669 Deerhurst): I don't know how effective it is to try practicing a pickleball off of a board. I don't think you're going to see anybody using it for pickleball.

Mr. Darby: Fair enough.

Resident (Tom Harrison, 669 Deerhurst): If you're going through it and putting a new board up, I would suggest that we just keep it for tennis and forget the extra line.

Mr. Darby: No problem.

Resident (Tom Harrison, 669 Deerhurst): Also, the net going lengthwise between the tennis and the pickleball has to be there because you don't want to be chasing balls all over the court.

Mr. Darby: Well, you know, we've had a couple people opine on that. They have said that it just doesn't happen. It's not any worse than two tennis courts side by side. Having said that,

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what we are suggesting is a freestanding screen between the courts, could be done at a later date, if we find out it's a problem.

Resident (Tom Harrison, 669 Deerhurst): Yeah. I have played at other pickleball courts when we were set up with tennis courts next door and even though we had a net, if it was open, balls were going through and it bothered anybody playing tennis. They had to stop and throw the balls back. It's just a nuisance. If we're going to do it, my feeling is, whatever we do, let's do it right.

Mr. Darby: Yeah. Okay. I have as an option, the cost for a freestanding court divider between separated pickleballs and the court. So, we'll get all of these things. Any and all of these options could be included or not included in the final bid. Okay, that's all I have.

Mr. Brown: Are you impressed with any one of these bids more than the others?

Mr. Darby: Well, the FDC bid was very comprehensive, but as the engineers just indicated, it's probably not necessary.

Mr. Brown: Gotcha.

Mr. Darby: So, I think we need to look at some other people and see where they go.

Mr. Mills: Okay.

Mr. LeBrun: Rick, to add on that, just personal experience, my neighborhood redid ours with the pickleball. They resurfaced it and added the pickleball striping. It looked phenomenal. Just my own personal experience.

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

Mr. Darby: I'm good.

## **NINTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Attorney**

Mr. Mills: Mike?

Mr. Pawelczyk: I do not have anything specifically to report other than just to remind you that I think you've already done it. You've undertaken the boring ethics training to maintain your ethical status.

Mr. Darby: It was scintillating. Mike, will that be a requirement next year as well?

Mr. Pawelczyk: Yes. Every year. You will listen to the same thing every year. The only thing that may be different next year is we'll find out when the legislature goes back to work

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about the performance measures and standards. That ridiculous, stupid report that all local governments have to do. That may be gone.

Mr. Darby: Good.

Mr. Pawelczyk: So, there is a Bill in the legislature to remove it by a legislature who realizes how ridiculous it is. But I don't know if it'll go anywhere because nobody cares. Nobody's looking at them except for us.

Mr. Mills: Was there anything in the legislature that affects HOAs that would actually filter down to the CDD? Because I noticed a lot of changes.

Mr. Pawelczyk: Not that I recall. We've looked at the initial stuff that's out there. Then we'll put together our typical memo for July as well.

Mr. Mills: Okay.

Mr. Pawelczyk: But not that I recall. I'll make a note if I see something that you guys might be interested in following from the HOA side, I'll shoot off an email and let you know.

Mr. Mills: Okay, cool. Very good. Alright.

Mr. Brown: Did you give any additional thought to the issue with the golf course on that bridge between 17 and 18?

Mr. Pawelczyk: I do believe that I sent you and Jeremy an email and told you what I think you should do. If it's not being maintained, you tell them to maintain it.

Mr. Brown: Okay. That's about all we can do.

Mr. Pawelczyk: I think so. They have the obligation to maintain it.

Mr. Mills: Yep.

Mr. Pawelczyk: If they're not going to maintain it and it's in a dangerous condition, then the only way to enforce that covenant is to sue them.

Mr. Brown: Okay.

Mr. Pawelczyk: Which nobody wants because that's just a waste of money to pay people to do that kind of stuff.

Mr. Mills: By the way, Josh told me that he has never, ever worked with a group of more rude, arrogant people than the ones who work at this golf course. He said they were absolutely terrible on that pipe rupture. He said that they were awful.

Mr. Brown: Do you mean their sprinkler?

Mr. Mills: Yeah. He said they were terrible.

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**B. District Manager**

Mr. Mills: Moving along, Jeremy.

Mr. LeBrun: I have nothing. We pretty much covered everything that I had listed on here.

**C. Field Manager**

This item was discussed.

**TENTH ORDER OF BUSINESS**

**Treasurer's Report**

**A. Consideration of Check Register**

**B. Balance Sheet and Income Statement**

Mr. Mills: Do you want to do the Treasurer's Report?

Mr. LeBrun: Sure. So, one item under here, is the consideration of the Check Register. There were a couple corrections that were made to this. I'll just point those out. There was one item that was incorrectly charged to this fund. Accounting had already fixed it when this got sent out. Rick had emailed about it, too. So, we noticed that one so that's taken away. That was not supposed to be on the Baytree line item. Then also talking with Rick, there will be a change to the pipe repair that Rob mentioned that they fixed. It was originally on the financials. No, sorry, not the pipe repair. It was for the security cameras that were charged. They were on here as miscellaneous contingency and in speaking with Rick, we wanted to move those up to gatehouse maintenance. So that's the only change on the Check Register. You will see checks from your General Fund #170 through #184, in the total amount of \$109,990.10. Then you have your ACH and your payroll funds. The total for the Check Register is \$182,259.49.

Ms. Hill: I have a question.

Mr. LeBrun: Sure.

Ms. Hill: October 14<sup>th</sup> is when we had to have someone out to repair our gates.

Mr. LeBrun: I'm sorry, which page are you on?

Ms. Hill: It's the entry for October 29<sup>th</sup>.

Mr. LeBrun: Okay.

Ms. Hill: Remember that gate was broken by a resident.

Mr. Mills: Yeah. She paid. It's done. I gave him the check today.

Ms. Hill: Oh good.

Mr. Darby: Yeah, but I think the check was for \$350 and it costs us \$627.

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Mr. Mills: \$350 is what we've been charging.

Mr. LeBrun: The District has a gate rule that essentially has a fee for it plus an additional percentage that's tacked on there. I have to check. They might have done other things on that visit.

Mr. Mills: I think there were other things.

Mr. LeBrun: Yeah. So, we try to only call them out and make sure they do everything on one visit.

Mr. Mills: Yep.

Mr. LeBrun: But we did collect the money. Mel was able to get it.

Mr. Darby: Yeah, I understand that. I'm glad we got the reimbursement. But I want to make sure the reimbursement is at or above the cost to repair the gate.

Mr. LeBrun: That was the cost for them reattaching it. That will cover the cost of that part of it. There's also an administrative percentage that's put on there as well.

Mr. Mills: If I'm not mistaken, I think he did two gate arms that day.

Mr. LeBrun: Yeah, they did a lot. Are there any other questions on it?

Ms. Hill: So, you did get the money?

Mr. LeBrun: Yeah, Mel actually just gave me the check.

Ms. Hill: Not that one. But you got the money from the golf course as well?

Mr. LeBrun: For?

Ms. Hill: For the irrigation.

Mr. LeBrun: I'll have to check because the checks don't get sent directly to me. But I'll make a note to follow up.

Mr. Mills: Yeah. In fact, would you send us that invoice? Did US Lawns invoice us for their time? Do you know?

Mr. LeBrun: I'll have to check. Those invoices get sent to Rob. But I'll make a note to grab those ones.

Mr. Mills: Because they are the ones that actually found it was the golf course problem and not ours.

Mr. LeBrun: I'll see if I can get the invoice.

Mr. Mills: I know they spent quite a few hours.

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Mr. LeBrun: We instructed them or Rob I believe told them to make sure they're not billing us for those and issue those directly to the golf course.

Mr. Mills: That's correct.

Mr. LeBrun: I'll double check.

Mr. Darby: Now I think Rick has brought this up before, but if we look under engineering services, there's an invoice, a significant one for \$10,195, dated September 19<sup>th</sup>. Do you accrue that into to the previous year?

Mr. LeBrun: Yeah, Rick and I spent some time on this. No, it's for prior year work. It's prior year funds. We confirmed that. Yeah, Rick and I spent some time on that.

Mr. Darby: Okay. Thank you.

Mr. LeBrun: I just need a motion to approve the Check Register if there are no more questions.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the Check Register for October and November 2025 in the amount of \$182,259.49 was approved.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Mills: Supervisor's Requests. Jan?

Ms. Hill: I'm good.

Mr. Mills: You're good. Okay. Jerry?

Mr. Darby: Do we have plans to paint the pavilion? I know that they power washed it.

Mr. Mills: I have mentioned that to Rob to get quotes from Integrity Painting.

Mr. Darby: Okay.

Mr. Mills: And that's where it's at.

Mr. Brown: I thought we talked about it because Richard wanted to paint the pool house.

Mr. Darby: The bathroom dividers and all of that.

Mr. Brown: Then we said when we do the pool house, we'll have them do the pavilion.

Mr. Mills: Yup. If I remember right, that was last September.

Mr. Brown: It might have been September.

Mr. Mills: Yeah.

Mr. Darby: Jeremy, could you just follow up on that, on painting both of those?

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Mr. LeBrun: I think they had discussed waiting for them to finish the pool resurfacing. But yeah, I made a note of it.

Mr. Darby: Okay. That's all I have.

Mr. Mills: Okay. Richard?

Mr. Bosseler: Nothing.

Mr. Mills: Rick?

Mr. Brown: Nothing. You do.

Mr. Mills: I do and Rob's not here. When Beach Electric put the electric to the back gate, because the electric was broken and that's why both gates were down, they ran a line from the guardhouse out to the one entrance gate coming in the back gate. The conduit is exposed. It's not underground. So, somebody could just go up and cut the damn thing. I don't know why they didn't do it and Rob should have picked up on that.

Mr. LeBrun: Yeah. I'll have to check. I don't know the specifics, if they have to do it.

Mr. Brown: I don't think Beach Electric goes underground, because that's why they didn't do it.

Mr. Mills: They didn't go under the road.

Mr. Brown: Oh.

Mr. Mills: They couldn't do that.

Mr. Darby: Gotcha.

Mr. Mills: The water situation at Kingswood, that we discussed at the last meeting, do you know if Rob has done anything with that? There were two situations. One where the water's laying puddled there in front of the Sheriff's car. Then there was a house where we thought the irrigation system was running every day and the grass was dying.

Mr. LeBrun: I'll have to check with him.

Mr. Mills: Well, please do because that's still hanging out there. Did you ever hear back from Wesche Jewelers?

Mr. LeBrun: I left two voicemails on the main line and I did the online contact request and I haven't heard back from them. I looked around some local hotels and asked what their rates are. It's typical to what our other ones cost. In other areas, it's at least \$175 minimum for an hour to rent a conference room there. I don't think we're going to find anything cheaper than \$75 to be honest with you.

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Mr. Mills: Okay.

Mr. LeBrun: I know it's kind of a sore spot, but based on my research, I haven't found anything that's going to be free or cheaper.

Mr. Mills: The yard waste that we discussed at the last meeting on Chatsworth, the grass has been killed where that waste laid there for weeks. The residents were going to be sent a letter.

Mr. LeBrun: Yup. It's Cromwell, right?

Mr. Mills: Yes.

Mr. LeBrun: It should have went out. I think we thought it was one person and then Rob saw the actual plant that was cut and matched it to their plants that we saw on the road. So, we'll follow up again to see if they're still doing it.

Mr. Mills: No, it's not. But the grass is dead where it was. I just wanted to make sure that the letter was sent.

Mr. Brown: Who is responsible to replace the grass?

Mr. Mills: They should be.

Mr. LeBrun: I think it's unirrigated Bahia.


Mr. Mills: It's not irrigated. That's all I have, other than the fact that I want to thank the Board for their hard work this past year. We really knocked out a bunch of projects that were unexpected and some that were expected. I want to thank Mike for his legal counsel and all of the advice you've given us this past year and years previous and I want to thank Jeremy for putting up with all of us. I would like to thank the residents for coming and showing their interest in Baytree. I wish you all a very Merry Christmas and a Happy New Year.

Mr. Darby: Same to you.

**TWLEFTH ORDER OF BUSINESS**

**Adjournment**

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

Signed by:  
  
665CD7AA7BB8455...

Secretary / Assistant Secretary

DocuSigned by:  
  
78C12389045140B...

Chairman / Vice Chairman