

MINUTES OF MEETING
BAYTREE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held Wednesday, October 6, 2010 at 1:30 p.m. in the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

John Finafrock	Chairman
Lou Smail	Supervisor
Mike Harden	Supervisor
Edward Rizzotti	Supervisor

Also present were:

George Flint	District Manager
Jason Showe	Assistant District Manager
Michael Pawelczyk	District Counsel
Alan Scheerer	Onsite Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe stated before we get to roll call we will do the pledge of allegiance.

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 4, 2010 Meeting and Acceptance of the Minutes of the August 4, 2010 Audit Committee Meeting

Mr. Showe stated the next item is approval of the minutes of the August 4, 2010 meeting and acceptance of the minutes of the August 4, 2010 Audit Committee meeting. Those have been provided to you as part of your agenda package. At this point we can take any corrections or changes you may have.

There not being any,

On MOTION by Mr. Rizzotti seconded by Mr. Harden with all in favor the minutes of the August 4, 2010 meeting were approved and the August 4, 2010 Audit Committee meeting minutes were accepted.

THIRD ORDER OF BUSINESS

New Business

A. Consideration of Extension of Tennis Instructor Agreement

Mr. Showe stated the next item is new business and we will start with consideration of extension of tennis instructor agreement. Mike's office drew the agreement up and it is the fourth extension of the current contract that we have. He is caught up with reporting and payments through September.

Mr. Harden stated I have not had any comments one way or the other.

Mr. Pawelczyk stated this just has the effect of extending the agreement through the next fiscal year so it is through September 30, 2011. The same terms, no change, I basically took the third extension and changed the dates. I haven't heard anything from my office in terms of bad comments.

Mr. Finafrock stated I was knocking on some doors Saturday and did hear some requests to please continue that program.

Mr. Smail stated I am in favor of continuing.

Ms. Sanford stated I just want to make a couple comments. I understand the whole thing and I think it is good for the homeowners. Jason was kind enough to keep me up to date on what the contracts say and it looks like it is basically a renewal of the original contract which has very specific days and times on it which evidently are not the days and times that it is being used. I thought it might be wise to redo the contract so maybe there was a little bit more flexibility in it. What is on the BCA website, what was sent out by Debbie Malinak in April these are the dates and times that the pro is there and none of them have any relationship to the original contract dates and times.

Mr. Finafrock stated Debbie would not be a spokesman for the Baytree CDD so anything she put out I would be very suspicious of that. The contract is between the Baytree CDD and the tennis pro. Have you had trouble using the tennis courts when you want to play?

Ms. Sanford stated I was just concerned for clarity for homeowners who want to use the tennis courts. If you look at the Baytree BCA website they are having classes at different days

and times than what is specifically stated in your contract. It might be a good idea to check this out or revise the contract with a little bit more leniency because I can understand from season to season why this would change but the contract is pretty clearly defined.

Mr. Finafrock stated I think you are talking to the wrong board. You need to address the BCA and make sure the BCA words that are out there and I assume Debbie wants to be representing the BCA because she is not representing us. I recommend you pull the two together.

Ms. Sanford stated that is when the tennis pro is giving lessons, that is according to the BCA website.

Mr. Finafrock stated I'm trying to tell you that that has nothing to do with our contract.

Mr. Pawelczyk stated the contract says what the contract says. I don't know when he is giving lessons and as far as what the Board should do is we approve the fourth extension and let Jason go back call Shane and see what days he is dealing with and if we need to amend the agreement we can bring that back to the next meeting and provide flexibility or whatever. This isn't the first time that Shane hasn't read through the agreement that he has entered into. He is really good at what he does but he is not good with details and he will be the first one to admit that.

Mr. Finafrock stated but he is not responsible for either website. What I'm suggesting is that the BCA website may not be correct.

Mr. Pawelczyk stated Jason will work with Shane and we will figure out what we need to do if anything and regardless we will bring a report back to the Board at the next meeting.

Mr. Smail stated if they are going to continue with specific dates then we need to reflect them or else give him flexibility if we change.

Mr. Pawelczyk stated I think it is helpful as this resident pointed out that is why we put the dates and times in there so residents knew when the tennis courts were open and not being used by the pro.

Mr. Studds stated I am the BCA president and in our last Board meeting there was a comment made to the effect that the BCA had some involvement with the tennis courts. I know that Debbie has just joined the community relations committee putting on the schedule relative to the scheduled times in the contract. I would like to know which one of the supervisors is responsible for that?

Mr. Harden stated I am.

Mr. Studds asked why don't we off the record get together and try to work something out?

Mr. Harden stated absolutely.

Mr. Smail asked would it be a problem if we held off on the vote until the next meeting but let him continue his lessons then if there needs to be a correction on the contract then we could do it.

Mr. Pawelczyk stated you have extended it and it is really up to the Board. You have already passed a vote to extend so you would have to do a motion to reconsider and basically vote again if that is your choice. If you intend to continue with the program for the year then I would keep this fourth extension in place and let us bring back at the next meeting an amendment if it is necessary. It is up to the Board. I don't have a problem extending it under the existing terms and if he has been providing lessons at an off time I think between Mike and Mr. Studds and Debbie and the community relations committee between the three of them they can figure out the times and we can get those times back to this Board to amend that contract if necessary.

Mr. Smail stated I don't have any problems and take advice from our attorney.

Mr. Finafrock asked do we need a motion?

Mr. Showe stated I don't think you formally made a motion.

On MOTION by Mr. Rizzotti seconded by Mr. Smail with all in favor the extension of the tennis instructor agreement was approved.
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B. Discussion of BCA Attorney Correspondence Regarding Mailbox Placement

Mr. Showe stated the next item is discussion of the BCA attorney correspondence regarding mailbox placement. We put in your agenda a letter we got almost immediately after the last meeting so the Board didn't have a chance to discuss that. At this point we can open it up for discussion.

Mr. Pawelczyk stated it was our understanding two meetings ago that we were going to have this in time to discuss at the last meeting and it did come immediately after our last meeting. What they are asking for is for the District to convey any responsibility it may or may

not have with respect to the mailboxes that are in District easements or rights of way. Rather than me calling this guy and asking Mr. Pickles how they intend to do this, that was really my question I am not sure exactly what they want us to do and how would we grant our authority to another private party. I'm not sure exactly what they wanted to do. I will leave it to the Board to discuss.

Mr. Finafrock stated I did attend a BCA meeting one evening where this was a point of discussion and during the meeting that evening two things happened. One, the resident who was the target of the objections was encouraged to talk to his neighbors and make sure that they were talking through the issue and the other point that I made was the United States Postal Service determines how the mailboxes will be placed. Another point I made along those lines is that our station manager here in Suntree is very interested in going to cluster mailboxes throughout Baytree and my suggestion was, let's be careful what we ask for because we may receive it. I would volunteer on behalf of the Baytree CDD to approach the station manager regarding the installation of cluster mailboxes if that is the wish of the community. I yield to the other supervisors for discussion.

Mr. Smail stated I personally don't want the cluster boxes. Phase 2 is built with the individual mailboxes and I think they ought to stay that way. It looks to me that the problem is that the mailboxes are on CDD property, the ARC committee has the jurisdiction as far as saying what it is going to look like and they spell that out and they must match the house and I don't have any problem with that. My understanding of what they were looking for was something from us to allow the BCA through the ARC committee to continue with their guidelines for mailboxes and I don't have any problem with that. His letter says for any building on CDD property. I have a problem with having the BCA extend their guidelines on any other building outside of the mailboxes. If this were strictly mailboxes I don't have a problem with it.

Mr. Harden stated in our covenants and restrictions and guidelines as a community there is a basic guideline as to how those mailboxes are to be done. I know this because I had mine run into twice and I had to replace it and in essence they always come back with the same thing other than the fact that it being square or being round but height-wise, everything. What is precipitating this issue? Is it over where this mailbox got moved?

Mr. Pawelczyk stated yes it had something to do with they way the mailbox was moved, with the size of the mailbox structure and the location of the mailbox.

Mr. Smail stated the mailbox is 3" or 4" across the property line but the understanding that I had was that the BCA attorney was concerned about using their guidelines on CDD property as the mailbox was there. The understanding I had from the conversations that I am privy to was that the attorney wanted something from the CDD to give them the authority to use their guidelines on the mailboxes on CDD property. If that is the issue I don't have a problem with it. If that leaves open doors to expand the concept then I do have a problem with it.

Mr. Pawelczyk stated I am not the BCA attorney I have not spoken to this guy on this issue but your declaration of covenants applies to all members regardless of where the mailbox is located. The CDD is not a member under that declaration of covenants so it does not apply to the District. But a resident who happens to put his mailbox on there I think would be a member and those architectural standards should be applicable to that individual's mailbox that he is putting in there. Maybe there is something I'm missing, I'm not a condo or HOA attorney, I am not intimately familiar with your declaration as Mr. Pickles probably is but if you want me to call him and try to seek some clarification I will do so. My concern is I don't know how we can convey our authority under Chapter 190 to a private company. I don't think we have that power. I think we can give a resolution of no objection of some sort.

Mr. Studds asked what this case arose out of was the challenge to the jurisdictional authority of the ARC therefore the BCA over property that is located on the CDD property. When the lawyer looked at the Baytree plat he determined that the mailbox was located on CDD property. He gave three courses of action and the Board met in a public function to appeal the ARC decision and essentially the owner in question would have to have a survey to prove because the claim arose out of a neighbor's adjoining property that the mailbox encroached upon a neighbor. But when we got into this we find out the mailbox was on CDD property. The Board decided since the real issue was jurisdiction of the BCA to act in that case that is what led to the lawyer's request. I think what Lou's assessment is really what we want, just some sort of arrangement because right now our interpretation is if this should happen again then we would be obliged to forward the matter to the CDD for their resolution.

Mr. Harden stated when we originally built our houses our plans had to be approved by the ARC and the BCA, which included the mailbox. From that standpoint, who changed their mailbox and moved it. First of all did they get approval to do that through the ARC of the BCA like we are supposed to do for everything else? Did he do that?

Mr. Studds stated that is the issue.

Mr. Harden asked did he do that?

Mr. Studds responded yes he made application.

Mr. Harden asked did you approve it?

Mr. Studds responded no. Our lawyer determined that we did not have jurisdiction. When you go back to the history of this the ARC approved these mailboxes the ARC was under the operation and control of the developer, not the association. It was kind of like it depended on which hat this individual wore would we be approved.

Mr. Harden stated getting back to some of the other arguments and issues we have had previously such as the trees were a requirement and again, we were told basically where to put the trees as part of our landscape plan. That is in CDD property. I understand your point but what I don't understand is basically you would not have approved that gentleman to do what he did, right?

Mr. Studds stated what we would have done is we would have required the gentleman to get a survey to prove that his mailbox was not encroaching on the adjacent lot.

Mr. Harden asked before he did it, right?

Mr. Studds stated correct. When all this came up the issue to us was you don't have jurisdiction. We went through that evolution our lawyer recommended us coming to you.

Mr. Finafrock stated hearing that and I don't know if there is any other discussion or not but it seems like the prudent thing for us to do would be to put this to bed, it is time to have our Counsel talk to the BCA's counsel and see what we can do with this in terms of satisfying Tim Pickles.

Mr. Pawelczyk stated I would have done this sooner but I didn't feel that I had the authority to bring that. That is why we were hoping the letter came before the Board or I was hoping I would get a phone call but I didn't get anything until the letter. I wanted to make sure it came to the Board at the same time I knew it wasn't an issue that needed immediate attention for me to jump on it. The one thing that is missing in the letter that would have been helpful is why don't you have jurisdiction that is the one question I will see if I can get from Mr. Pickles. I need to know what provision of your declaration is he relying on to say he doesn't have authority. I want to make sure that no one is punting without running a play.

Mr. Harden stated I am not an attorney does that mean the CDD could turn around and do something architecturally within the property that we own that doesn't sit well with the BCA?

Mr. Finafrock stated one of the things that is happening is I think they are trying to solidify all their guidance and I think they want to make sure that all the decisions the ARC make in the future are based on more or less very firm footing. I think that is where they are with this.

Mr. Studds stated that is exactly what it is.

Mr. Finafrock stated the attorney has them looking at all the rules.

Mr. Pawelczyk stated I think between myself and Mr. Pickles we will bring something back to the next meeting, some solution whether it is just a resolution of the Board or whether we think the Board needs to go through some rulemaking procedures to pass that on. That is something we are going to have to analyze and that all depends on what is Mr. Pickles relying on with respect to the alleged lack of jurisdiction. He may think he still has jurisdiction but he wants additional authority or consent from the District to better back his reliance.

Mr. Smail asked why don't we table the issue.

Mr. Pawelczyk stated I will work with Mr. Pickles.

C. Consideration of Agreement with Grau & Associates to Provide Auditing Services

Mr. Showe stated the next item is consideration of the agreement with Grau & Associates to provide auditing services for Fiscal Year 2010. This goes back to the audit committee meeting and regular Board meeting we had last month and the Board selected Grau & Associates as the number one ranked auditing firm. This is basically their agreement to do auditing services for Fiscal Year 2010. It also contains the amounts for 2011 and 2012 but we have the option not to do those depending on the Board's satisfaction with their work. It is in line with their proposal.

On MOTION by Mr. Rizzotti seconded by Mr. Harden with all in favor the engagement letter with Grau & Associates for the Fiscal Year 2010 audit was approved.
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D. Discussion of Florida Friendly Landscape Grant

Mr. Showe stated the final item we added to the agenda and that is a discussion of Florida friendly landscape grant. We got some information this week on a possible grant.

Mr. Smail stated I received information over the weekend that the county did have this beautification grant and was making it available. I called Jason and asked him to add it to the agenda without knowing anything of what it was about but I know we are always interested in saving money in any area that we can. Jason sent some information for me and also I made a couple phone calls. Basically it is a landscape beautification grant that the county has and I believe this is the 16th year they have been doing this and it is for registered non-profit organizations to be able to utilize the grants. It is a matching grant with a maximum of \$2,000. Whatever you spend they match that amount up to the \$2,000 if they approve it. In getting all the information I'm not real sure it will fit in with us in this regard. They have a workshop they are pushing it is not mandatory but they want all native plants but it is not completely mandatory that they be native. It looked to me that you would have to have a tract of land and it doesn't necessarily have to be a large tract but it could be but a tract of bare land, you come together with a program of how you want to beautify it, trees bushes and all that. I looked at some from the past year and somebody had 200+ trees plus bushes so some are big tracts and some are small. They have a workshop you would have to go to, you present your plans to them of exactly what you are going to do, what it is going to cost and how many are trees and how many are bushes and then if they approve it and put you into the mill then in February or March you put the plants in and get it done and you have to maintain it for a two year period. In order to do something like that we would have to find somewhere in here that we would want to clean out what we have. After looking at it I'm not sure we want to proceed with it but I want the Board to talk about it.

Mr. Rizzotti asked is it possible to look at the piece of land we have, the passive park? Other than trees and all is there any beautification that we can do for that because it is open?

Mr. Smail stated that is basically what a passive park is. My concern is if you do anything you have to do it on a pretty large scale and you are taking up areas where people walk their dogs and since we have beautified it as much as we have it is getting a lot of traffic. It is money we are putting in because they would match whatever we end up doing and it is something that I don't think is going to be that much for us myself even though I put it on the agenda.

Mr. Harden stated I tend to agree with Lou. You never want to say look a gift horse in the mouth but it is a maximum of \$2,000 and we have to match that and we have to do it with volunteer labor.

Mr. Pawelczyk stated you don't have to, it is just that you can't use costs attributed to your labor as part of the matching but you can use labor rather than cash.

Ms. Hernandez asked is this the same grant that we obtained a few years back? If you recall we had an oak tree and some other things done out in the front. They were in the entranceway. It was the very same grant that we had to do that small section.

Mr. Jean asked would where the two Baytree signs at the corner of Balmoral apply? Maybe not spend the whole \$2,000.

Mr. Smail stated it possible could apply. I see one drawback and that is if you do anything, put in the trees and plants they have to have water and that area has no irrigation at all so we would have to put irrigation in. We put the palm trees there and they are doing good. The bay trees were close enough to the water and they were doing fine until bay beetles got in and killed two of them and it looks like a third one might be on its way and there is nothing we can do to stop that. That is not irrigated anything we put in there would have to have irrigation run to it and that could run into money.

Mr. Jean asked would the irrigation be included in the project or not?

Mr. Smail stated for whatever costs that would be included including irrigation would have to go in the plans going to the county. It all seemed that irrigation was part of it.

Mr. Pawelczyk stated you can include irrigation under the application.

Mr. Harden stated I think Mr. Jean has a great idea because there are those two areas and then our area that I brought up before doesn't have irrigation, not that we would do that but you are absolutely correct and it is on the corner that everybody can see.

Mr. Jean stated it is a matter of boring under the road and putting in a line.

Mr. Smail stated I am not opposed to it if we can put it together. I am not one who can head that up. I can take care of landscaping and repair and what needs to be repaired but to come up with a design and plan that is not me. If the Board wants to go ahead and do it then we need to get going because next week is the workshop and you have to prepare for it.

Mr. Showe stated the application is due November 12th.

Mr. Rizzotti stated it seems to be something if we had to we could get a group to do it or ask Tropic-Care to do it. It would be nice if we could replace the bay trees.

Mr. Smail stated we will replace them with something that is a good idea, let's see if we can do that. Alan can you get with Tropic-Care as soon as you can because we have a deadline and if we are going to get into it then we have to go back to the county and get more information of what we need to bring.

Mr. Showe asked since there is a deadline coming up do we want to get a motion delegating the authority to the Chair?

Mr. Pawelczyk stated delegate authority to the Chair to sign any applications that we have and maybe delegate that authority to Lou as the landscape guy to take a look at the plan that Tropic-Care is going to draw up as part of the application process unless you want to include anybody else. The only thing I will caution you on is I ran into this situation in a different county and the CDD was not eligible to apply for the grant because it is a government but in other counties it has gone through it depends on how that particular county interprets the grant.

Mr. Smail stated I called and talked to them and that is the first thing I brought up and they said it had to be a registered entity. They said with us being a CDD and handling landscape and all that we might get the approval but they don't know. There is a question mark on that issue.

Mr. Pawelczyk stated if there is an issue the opportunity that we took advantage of in another district was to work with the association in kind of a tri-party process. Just to keep that open there is no reason the BCA can't apply for this grant as well. The obvious problem is the same problem we have you have to pay \$2,000 to get \$2,000. There may be an opportunity where we can partner with the BCA if that is what the county requires for us to fund it and get the work done since in this particular area unlike other areas while we are a government our government maintains the landscaping in the same fashion as an HOA would if it was HOA property.

Mr. Rizzotti stated there is a precedent because Maria Hernandez said we did get the Keep Brevard Beautiful grant.

Mr. Pawelczyk stated that was in the other county as well and they changed it.

Mr. Rizzotti stated it is worth a try.

Ms. Hernandez stated it is the same grant. I did all the paperwork because if you have to pay someone to do that it is not worth it for \$2,000. It would probably take \$2,000 to get someone to do all the work.

Mr. Pawelczyk asked it is not difficult is it?

Ms. Hernandez responded not it is just a matter of filling out forms and presenting it.

Mr. Pawelczyk stated I think a motion would be in order to authorize the Chair or Vice Chair to sign any applications and delegate review of the plan for the grant to Mr. Smail unless somebody has another motion.

Mr. Smail stated if we can do it that is fine but my time is going to be very limited. I don't have the time that I might spend to do that myself.

Mr. Pawelczyk stated I think the only time there is, is to look at the plan and Tropic-Care can present it. It is up to you.

Mr. Smail stated I will have to call them and see about getting an application and take it from there.

Mr. Finafrock asked do you think we can find it on the website?

Mr. Pawelczyk stated Jason can do that.

Mr. Rizzotti asked why don't you pull that up and forward it to Lou and that way he will have it and do we want Alan to help Lou on it?

Mr. Scheerer responded absolutely.

Mr. Smail stated I will make myself available Monday when you are here because I need to see you anyway.

Mr. Finafrock stated thank you residents for your input it was very valuable.

Mr. Rizzotti moved to authorize the Chair or Vice Chair to proceed with preparation of the information and landscape design for the Florida Friendly Landscape grant.

Mr. Smail asked as far as the budget the \$2,000 would come out of the landscape?

Mr. Showe responded okay I just wanted to be sure we covered that.

Mr. Smail seconded the motion and on voice vote with all in favor the motion passed.

Mr. Pawelczyk stated if you are granted the application they will require you to sign an agreement so it has to come back to you anyway in terms of that agreement and if the terms aren't favorable to the District you can say forget it.

FOURTH ORDER OF BUSINESS

CDD Action Items

Mr. Showe stated the next item is action items that were presented to you in your agenda package under tab 4. The first item is the vegetation and streetlights throughout the community including distribution and placement of coverage of streetlights.

Mr. Finafrock stated let me tell you where we are. The program that was defined to me prior to the last meeting has grown and when we had the last meeting I was told trimming of the trees and adjusting of some of the lights and perhaps moving a couple all could be accomplished for approximately \$2,000. I'm talking about the beta test for the streetlight improvement program we elected to do Baytree Drive to accommodate the majority of the walkers, early walkers and late walkers in the community. Many of them use Baytree Drive. The beta test is from Wickham Road through the rear gate all on Baytree property. The program is basically in three separate phases or tasks and perhaps you can put it into four because there are several different tentacles under the streetlight improvement program that belong to FP&L. My partner in crime in this representing the residents, both he and I do, is Lenny Jean. Lenny has prior CDD experience in streetlight improvement programs and he volunteered some of his time and I have taken very much advantage of that. We have given him a number of sub tasks to look at. To trim all of the trees in the area I just described was accomplished and it was accomplished with professionals and the trees that stand alone without any additional action because of other streetlight moves or new installations was accomplished last week. We ran into one bit of a problem at one home site and the residents forbid the contractor to trim the tree. Other than that I want to report that 100% of the other trees trimmed was done so with homeowner approval. I personally knocked on every door and delivered the letter written by GMS. I delivered those letters and every homeowner at least touched me to thank me for what we were doing. They shook my hand or tapped me on the shoulder and said thank you. What has happened in my estimation is we have improved the lighting already.

Now for the bad news. In order to move a couple streetlights and to install a few other streetlights (3) on Baytree Drive we have estimates. We have an estimate from FP&L that the cost of them doing their work would be \$3,900. That does not include the trenching necessary to move streetlights or to install the new ones. We have an estimate from Kirby Electric to do that work and the trenching is \$6,000 on the low end to do the trenching. We received that estimate this morning as Jason was driving here and asking the contractor to give us an estimate. So that is a verbal estimate that is not in writing. I'm going to talk about another option as we go forward but after I scraped myself off the ceiling because to me that is blue collar work it is worth between \$8 and \$10 an hour for most of it to get done I was able to contact a neighbor who deals with electric companies and he gave me two firms that his old firm used to use to do the same kind of work that he promises me that we will save a lot of money. I don't think it is going to save \$4,000 to get that piece of the pie done too so we have a significant cost in trenching and digging for handholds to install three new lights. We also have another bid from Kirby and this is where we get into alternatives. As much as I hate to do business in this environment I would rather do it in a committee and bring something to everyone here to vote on but we can't do that with the sunshine law. If I was to sit down with Lou and talk about cutting trees for the streetlight improvement program I might possibly be reported for having violated the sunshine law. I have been warned by a number of people not to do that. We can reduce FP&L's cost of \$3,900 somewhat. I hope everyone will understand and accept the fact that when you deal with FP&L you are leasing equipment to include streetlight poles that they will maintain but you lease that from them. The cost of that is amortized over the life of your contract. A new capital investment like streetlight poles is amortized over the first ten years if I understand it correctly. They will bill you X number of dollars for the new streetlight poles. Kirby Electric or other contractors that we might talk to can install those as Baytree CDD owned equipment and the only thing we would buy from FP&L is the energy to light the lamps and a 10 year contract to maintain the lamps. In other words if they went out similar to the one on Old Tramway the other week they would replace that. That would increase the Kirby Electric contract by about \$1,600 a light or another \$4,800.

Mr. Showe stated the quote they gave us for that was around \$7,000.

Mr. Finafrock stated FP&L is ready to go they want to do the beta test soon. Basically we have their project management engineer leaning forward ready to go. If we do that it is

\$7,000 for new lights there. We can probably get the FP&L bid down to about \$2,000 maybe \$2,500 from \$3,900 since they wouldn't be installing the new equipment that would be \$9,500. We have already trimmed the trees that is \$840 and I learned one thing and that is to pay attention to Jason and that is if these estimates by electrical contractors never come in on the mark or never appear to come in on the mark they always come in a little higher. We are probably looking at \$12,000 to pull off the beta test program if we do that. We can reduce Kirby's bid for digging the trenches at \$6,000 we can probably get that done for \$4,000 to \$5,000 by someone else. We can go ahead and get the FP&L for about \$9,000 and we would commit the community to amortize the cost of those three new poles for the four new lights over 10 years. Would it be cheaper? No. It would be cheaper for us to bite the bullet and pay the cost upfront and FP&L prefers to do business in that manner. They are trying to move to the point even with new installations and I imagine it has a lot to do with the current economy and a lot to do with their current business model they would prefer not to be in the business of leasing equipment to anyone, corporations, governments like ours, homeowner associations, what have you. They prefer that we save money and make the investment upfront. My \$2,000 beta test program has only increased to \$10,000. That is where we are.

Mr. Smail asked you are talking about a total estimate of \$12,000 for four lights or three lights?

Mr. Showe stated it is a total of four lights. If we do the option where we put lights in I think we were looking at three new lights and FP&L would still put one in because there is one that is not close enough to current electrical.

Mr. Finafrock stated that is still in their part of the bid.

Mr. Showe stated so it is a total of four new lights and I think we are relocating another light with that quote.

Mr. Finafrock stated we are basically relocating the light right inside the gate. If you look at it now it is really on the property that is at 8005 Kingswood Way in the back of their yard by the swimming pool, that light is in the middle of trees. That light would go forward 25-30 feet. Then we would add a new light 150 feet south of that light on the same side of the street and what we would have would be a situation where you could walk into Baytree Drive and things would really be lit up. One thing I failed to mention is that many of our lights have 70 watt bulbs in them. Some have 100 watt bulbs, very few have 150 watts. Those are the three choices we

have. We also made a decision to upgrade the wattage on some of our lights, which would cost pennies a month not even a full dollar to light that light. We are paying for the light bulbs anyway that is being amortized, we have to sign a new contract and it will be for 10 years but we would also increase the wattage of the lights on Baytree Drive. The whole idea of this beta test is whatever we do here we are going to do some version of that for the rest of the community. There are dollars in the 2011 budget to do that and there are dollars in the 2012 budget if I'm not mistaken to complete that project.

Mr. Showe stated we have reserve dollars that could be used I don't know that we earmarked anything.

Mr. Smail asked on the trees that were trimmed are they trimmed such they won't need trimming again or will they grow back and how often would that have to be done?

Mr. Finafrock stated the type of trimming that we did, the type of shaping we did on the trees outside the front gate three of the four trees that we trimmed will need to be trimmed in the future. We are trying to trim them and grow them up but there is every possibility that those will grow back. The tree at the front monument is the one we shaped up and you will never have to trim that again unless we have moss or something that grows in it and that would be a matter of pulling the moss out. On the other trees that we trimmed, we did one palm tree for example and that will not require future trimming. There is only one other tree that would and that is a tree inside the rear gate on the golf course on hole no. 11 that may require some trimming in the future. We trimmed a tree at 395 Baytree Drive and that tree has been trimmed up and I know Home Depot will be glad we did that because that tree damaged one of their trucks when they swung over to miss someone coming in. The tree beside it, however, has not been trimmed. I'm not going to get in the business of identifying whose property it is but it has not been trimmed. I have another question about that which I will save for later on trimming trees in the easements.

Mr. Smail stated trimming the trees is the least expensive. We have several of them that we aren't going to be able to trim because the residents don't want us to and that light might not as well be there. Are we going to consider moving those lights?

Mr. Finafrock responded no. What we did with that one we trimmed it out and the light will catch the south side of that property and the south sidewalk down toward Whitey's place and it lights that area very nicely. We have a plan to take care of the other side of it and there is a light on the corner of Art Foote's place that will work and we are putting another light it is not

quite 150 feet apart which is our objective it is about 120 feet we are putting another light in there that will light that up. We are putting a 125 wattage bulb in that area.

Mr. Harden stated you are calling this a beta test and from what you are telling me the cost per pole is between \$2,000 and \$2,300 because basically you are doing five one way or another you are either moving one or the other four to do that for the five poles.

Mr. Showe stated I think it is a total of seven. There are three that are going to be moved and four new ones.

Mr. Harden stated so let's say it is \$1,800 so your beta test would be an estimate of what it is going to cost us for all the additional poles that were from the study. How many were there?

Mr. Finafrock responded there is a total of eight new streetlights, three of them being placed on Baytree drive so there are five more to be placed in the community and there is a total of twelve moves. It is hard to add four and four and get seven but that is what we are doing.

Mr. Harden stated I understand. Going forward if they were \$1,800 a piece we would be looking at \$30,000 or \$40,000?

Mr. Finafrock stated no because they are shorter moves. For example there is nothing to be moved in the new communities of Balmoral, Southpointe, Arundel and Chatsworth.

Mr. Harden stated they don't have any trees of that size.

Mr. Finafrock stated right but the moves in the other communities and we thought about using parts of Windsor to do the beta test but it just didn't make sense because it was so chopped up. We have done the worse case community but the fact that it is going to be costly it is probably going to be about \$25,000.

Mr. Jean stated the trees are the biggest cause of diminution of lighting, they are constantly growing. There was Lou's point we are going to have to go back periodically simply because the trees were let go. As they get larger they reach out further and it interrupts lighting that you might get from the following lamp. Part of the problem with cost is due to trenching. They will do the lights they will make the connection you have to have your electrician come in. They will provide the conduit. It is a matter of where the source of power is and we did a lot of work on the initial study only to find that that was the problem four years ago, many of the locations that were designated we were handed because we had nothing to do with it, there were places where the power just wasn't there. That was extremely expensive but we are working with FP&L trying to find the least cost locations but sometimes you can't get there from here

unless you spend some money. One of the options is we looked at the possibility of putting in our own poles and I'm not sure if he mentioned, I believe that lowers our long term cost because of the reduced monthly fee because they are amortizing we are paying upfront for the poles and they are amortizing that cost. It is a hybrid of our system that is probably going to be the least cost. John, correct me if I'm wrong. One of the pole locations really is dictated and pushed by the fact that that one resident will not allow that tree to be trimmed. We might be able to get away without it, it is a little different from another it is not 150 feet but that tree absolutely blocked that light and our only option is a new lamp. One other thing that added to our cost is someone has requested and rightfully so I personally believe that every intersection should have lighting and we added the light at Baytree Drive and Old Tramway. Recently someone almost went into the lake just not paying attention and went right through the street.

Mr. Finafrock stated I will point out three are areas where there are common areas in the community we are not going to try to light those things up. We are going to try to light up the areas where we have residents who go walking and we have residents walking this community from 4:30 a.m. to 11:00 p.m. and we are coming to the time of year when we are worried a little bit about safety, which drove this. I react to safety concerns but I believe in doing that based on some bad past experiences I have had. I think Baytree Drive is the street we should concentrate on. The next two streets I think we should concentrate on is Old Tramway and East Bradwick Way over in Windsor. We have before us today a different set of problems.

Mr. Showe stated I just wanted to clarify I went through the budget and because we didn't really have this discussion before there wasn't anything specifically earmarked in the budget but there are reserves and there is carry forward money sufficient to complete the project up to the Board's level of comfort. I think when we started talking we used the \$2,000 estimate and didn't think we needed to earmark that much but now we are looking at a much larger cost.

Mr. Finafrock stated I will say this for the supervisors and the residents I think Lenny will agree with me, I hope so, we have run into this manager/engineer that works for FP&L who is now stationed in Brevard County probably has come up through the ranks a little bit, a lot of experience but more positive energy coming out of that particular organization than I have ever seen and I have lived in Florida going on 11 years and that is not a long time but I have had a lot of experience when I lived in Palm Beach County with FP&L and this is the most positive I have ever seen. I say that because I would like to see us take advantage of this energy if we can. It is

amazing, Bob Eksten had received comments regarding a cycling street light, I ask the same engineer if she could look into that and take care of it, no hesitation and it was done within about five workdays. That wasn't good enough she called me and asked if I would follow-up with the residents and make sure everything was okay. I personally approve that kind of performance. I would like to see a motion. I would like to see Lenny Jean and me have a budget. What are we looking for?

Mr. Showe stated it depends on which way the Board wants to go. The most expensive plan is the cheaper long term plan. When we own three of four poles that we are adding that is the \$7,000 estimate that we got from Kirby. It raises the cost but you are not paying that over 10 years for three of the four lights that we are putting in. It is up to the Board's level of comfort. I think if you are looking at that option with the numbers we have you are probably going to want to set a not to exceed because we don't have the quotes in front of us of \$12,500 or \$13,000 just based on the experience that Alan and I have. You are going to have some landscape that is going to get damaged that we are going to have to replace as part of the process and that gives us a cushion to do that without having to come back.

Mr. Finafrock stated after we talked this morning the number I wrote down was \$11,000 plus \$1,500 so I had \$12,500 when I left the house. I believe we can come in with that. That does reduce our cost over the 10-year period but if we want to go the other way I think we are looking at \$3,000 less.

Mr. Smail stated we are talking about is the first phase and it is going to be done three times so we take that figure and multiply it by three and that is the total cost over the three year period. Is that what we are talking about?

Mr. Showe responded no, this would be a one time cost for Baytree Drive. Once we have some experience and looking at the costs we would start putting that into phases in the budget so there is funding allocated.

Mr. Smail stated so you are talking about \$12,000 to \$13,000 for what you are doing now.

Mr. Showe stated yes and that would be along Baytree Drive and that is four streetlights and relocating two or three others.

Mr. Finafrock stated if I can talk Lenny Jean into doing it between now and the 2nd of November he and I can come up with a rough estimate of what it would cost to do the rest of the community. Do we want to own the poles, assume the risk and reduce the cost?

Mr. Rizzotti stated you are reducing the long term cost you are not reducing the short term cost.

Mr. Finafrock stated we increase the short term cost by \$3,000.

Mr. Smail stated I would rather reduce the long term and go with the program.

Mr. Rizzotti stated we are going to do this first program beta test as you call it and then we can go independently look at the other phases. I don't want to commit to an additional \$3,000 here and then we have all the neighborhoods and you multiply by \$3,000 and you are not going to like the answer.

Mr. Showe stated I think the intent was to do this program, see how it worked, check the results, see what we can learn from it and then apply that to the rest of the community.

Mr. Rizzotti asked is there any other way we can approach the resident who says you can't cut my tree?

Mr. Anderson asked is there enough specificity in the electric bills that someone can determine whether or not we are paying a fee for leased poles or is this non leased poles?

Mr. Finafrock stated yes.

Mr. Anderson asked can someone go through the electric bills to that degree?

Mr. Finafrock stated the mix does not change from month to month but we pay so much for the type of bulb that is in there, we pay so much for energy.

Mr. Harden stated to answer your question a lot of time in McDonald's Restaurants over the years there were a lot of operators who would opt to use Florida Power & Light for instance for their light poles outside versus their own and the reason is because they basically have the fixed cost and it is all wrapped in together so they initially break it down but that is why, because it is a fixed amount they charge you regardless.

Mr. Anderson asked is the community now done paying leasing fees on all the light poles that are in the community?

Mr. Finafrock responded no.

Mr. Anderson stated I thought it was 10 years.

Mr. Finafrock stated the last time this contract was signed was in 2005 or 2006 when we had the last streetlight improvement program which was not quite as aggressive as this one. Lenny, do you remember?

Mr. Jean stated there were 14 lights and it cost us \$21,000 at the time is my recollection.

Mr. Finafrock stated that contract had to be re-signed FP&L will not modify a contract when you do this. Pam told me we would have to be prepared to re-sign this contract so that is a review by our Counsel. I want to mention that the monthly bills are one thing. In order to get the information you need we would have to go back, when we looked at that we look at that based on last time we signed the contract and that mix we have in there is what we are paying for every month. The variable is the energy as FP&L refers to it and that is are the lights on from 9:00 p.m. until whatever time in the morning 5:30 a.m. or 6:00 a.m. or are they on from 6:00 p.m. until 7:00 a.m. The energy in the winter is going to be different.

Mr. Jean stated I just want to clarify something. Unless it has changed when you lease a streetlight pole you pay the one price per month that includes the power that includes the amortization of the pole. There is no meter on that. Why we would own some is if FP&L installs a new light they want to start a new amortization schedule on that light and that is so much per month whereas if we pay it upfront it is going to be off of our meter. We don't want a new meter so it is three locations where we are so close to a meter we don't have to pay a contractor in one location and go a huge distance away, we offset it by paying for that particular pole but there is a meter there. That is why we asked the question, what if we have different and FP&L said we can't because you own that all the way down to the transformer. We have to go back to the transformer. The alternative is if we buy the pole and have our electrician install it he goes from our meter location, which is a very short distance in one location. There is another spot that we talked about FP&L simply because we have no meter nearby. We have no option it will be far more expensive to reach the meter. When we lease a pole the power is included.

Mr. Harden stated in support of my fellow colleague I would like to make a motion that we pursue funding for the beta test of the lighting program as presented on Baytree Drive and allocate a maximum expenditure of \$13,000.

Mr. Harden moved to approve the beta test of the lighting program as presented on Baytree Drive and allocate a maximum expenditure of \$13,000 and Mr. Rizzotti seconded the motion.
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Mr. Finafrock stated let me make sure I understand. You intend for us to buy 3 poles.

Mr. Harden stated yes.

Mr. Showe stated let me clarify. We are kind of negating the previous motion that was made of the \$2,000 so it is a total of \$13,000, not adding \$13,000 to the \$2,000.

Mr. Harden stated it should just be the \$13,000.

Mr. Showe stated I just wanted to make sure that we didn't get the motion made at the last meeting confused and make sure it was clear.

Mr. Finafrock stated we have a motion and second for a beta test with a total price not to exceed \$13,000.

On voice vote with all in favor the motion passed.

Mr. Showe stated to continue the action items list no. 2 show August 2010 and we have the September in between now and then. The electrical improvements at the community monuments we authorized the provider to start that work. Once that is done we will move on to no. 4 which is the restoration, we would like them to do the electrical work first just in case there is any damage we need to fix with the restoration work. We thought that was a better process. The next item we did have the new security provider start October 1st. Similar to any other new security provider we are going through some teaching and growing pains just getting them up to speed on the community and how we like things processed. We would like to ask that if any residents have questions or concerns please let us know because we don't know otherwise other than what we see while we are out here.

Mr. Kane asked do we have to renew our official visitor list?

Mr. Showe stated I think we are probably going to have the residents do that. They are getting a new computerized system in so I think they will have a sheet you will be able to fill out so they can put the information in the system. Right now they are working on getting that system configured and in but we will get that out either through the BCA or whatever other methods we have once it is ready.

Mr. Studds asked can I ask you to do that by the middle of October because we wanted to go out with a BCA newsletter?

Mr. Showe responded yes as soon as I get how they are going to do it I will get it right out to you. Any feedback give it to us. They seem to be okay so far we haven't gotten a lot of comments.

Mr. Rizzotti asked with the new computer system are we going to do anything to track people going to play golf and tee times to interface somehow?

Mr. Scheerer stated yes they still have to get the computer system in but that is the intent.

Mr. Finafrock asked are we going to be able to make this October date because this is the 6th?

Mr. Showe stated if I can't make that mid October date I will distribute it by email and you can send it out to the VMs. We will put a note on the front bulletin board as well for residents. We will use whatever methods we have.

Mr. Finafrock stated it would be great if we could make that newsletter.

Mr. Showe stated I am pushing for it. The next item is the lake bank restoration and Ed Krug said he couldn't make it today to discuss this but Mike and I have talked about this. Ed said he didn't have anything else he wanted to discuss. The direction at the last meeting was for us to discuss the approach we wanted to take and see what direction the Board wanted to go. In conversations with Mike Harden what we looked at similar to the rules that District Counsel sent out we think we would like the recommendation that the residents would do any remediation subject to review and approval from the Board and the technique we would like them to use is what the District Engineer recommended that process. It depends on what kind of discussion the Board would like to have but we would likely have District Counsel and District Engineer draft the resolutions dictating the process.

Mr. Rizzotti asked the process you are talking to is the one that you saw in IRCC?

Mr. Showe responded correct.

Mr. Harden stated when we come back with a resolution at that point in time we will define that and it will become a part of the record and therefore, anyone who wants to do erosion work they will follow those guidelines.

Mr. Pawelczyk stated essentially I think what we talked about was adopting a rule, a District rule, that says anytime you are going to do lake bank restoration you have to go get a permit. It doesn't necessarily come back to the Board as long as they meet the permit criteria that are in the rules that Ed would have. As long as he follows Ed's code, whatever the code of

ordinances say, in this case our rules, as long as it meets those code provisions that we will adopt here then it wouldn't come back to you, except to say that Joe Johnson is going to be working on his lake bank.

Mr. Rizzotti asked where will that be available to the resident? Will it be on the website?

Mr. Showe responded yes we would put the applications and rules on the website.

Mr. Rizzotti asked the resident could go to the lake bank restoration part of the website, pull the documents up and then just follow it? Who is going to be certain that they do all that?

Mr. Showe stated that would be the Engineer.

Mr. Rizzotti asked does the Engineer go take a look at it at the end?

Mr. Pawelczyk responded yes. There is a permit fee that is associated with applying for the permit so essentially they are going to have to get a permit from and I'm not sure if it is Brevard County and the water management district or just Brevard County but they will also need a permit from the Baytree CDD to do the work. That permit cost is really just to cover the costs for Ed to go out there, look at the plans, and I think he has to do an inspection usually midway through the project and before they put the sod over the top of it.

Mr. Smail asked will we require any approval from St. Johns River Water Management District or would that be considered in?

Mr. Pawelczyk stated I haven't seen what Ed has proposed as far as a remediation technique. You will recall that I circulated a resolution that an engineer had done for another district. I did the resolution but it had this is the way we want you to restore your lake bank and provided specific guidelines and materials and whatever. Ed Krug was not as confident with that particular proposal. There is something else that is either new or in the market or more applicable to Baytree as opposed to this other district.

Mr. Showe stated I think that technique didn't require a permit because you are using material that is already present in the lake so I don't think there was a permit from St. Johns.

Mr. Smail stated I just wanted to be sure that St. Johns doesn't have a problem or they are already in the picture because if you do anything to the lakes they have to put their stamp on it. I just wanted to be sure that they are involved.

Mr. Harden stated at our next meeting we are going to have all of that and present it to you. You are absolutely correct.

Mr. Showe stated we just wanted to have a discussion at this meeting to make sure we had a consensus on how we were going to move forward.

Mr. Anderson asked has consideration been given to having Ecor stop killing all the vegetation that lines the lake banks so there is a root structure that holds the lake banks in place so there isn't any kind of erosion? I'm not talking about cattails growing up but when they come around and kill everything you lose all the root structure that holds those banks in place.

Mr. Harden stated we talked about that at the last meeting and you were here. Truthfully, that was brought up as a possibility but always in the past everybody's opinion was that they wanted these serene looking lakes.

Mr. Anderson stated okay.

Mr. Harden stated now that doesn't mean down the road that that could not be an option and that would be something that we might need to bring up because whether it is us paying for it or it is the homeowner paying for it the design of the lakes was such that they were supposed to have grasses in them. It might be a lot less expensive way of taking care of the erosion issue especially for some of those areas where they have lost 50%, 60%, 75% of their area. You raise a good point so that question is not over yet. We are just talking about at this particular moment dealing with this specific issue.

Mr. Jean stated unfortunately I was unable to make the last meeting where apparently some of this was discussed so this is new to me that it appears to have been decided that the responsibility for lake erosion and remediation is going to be on residents. I want to be on record as saying I truly believe this is a mistake we are pushing not just the expense we are pushing the problem of erosion on the CDD portion of the property onto the residents. The residents don't own to the lake. If I wait until it comes to my property I will assure you that you will not be allowed to enter my property. Your right of way is now in the water. I believe the CDD has the responsibility to take care of these lakeshores. First it is their problem but secondly how are you going to control if I want to be proactive and I take care of my portion, how do I end it? Do I end it overlapping my neighbors or short of my neighbors? If I stop the erosion and I encourage more erosion upon my neighbors is it my responsibility or their responsibility? This is a bag of worms. I implore you to rethink your approach to this.

Mr. Finafrock asked are we going to table this to the next meeting?

Mr. Showe stated if there is consensus of the Board we will move forward with drafting that documentation. We will have to bring it back before we do a rule hearing and set all the documentation before we set the rule hearing and make sure that everybody is on the same page. I just wanted to make sure we had consensus on the Board before we move forward incurring the cost to draft those documents.

The next item was for Ed Krug as well and that was to review the wells in the community for depths and possible improvements. What I got from him in an email today was that he found no specific information that tells him that a deeper well yields better water quality. The approach he thought would work is similar to what we are doing in the Balmoral Park basically the rust inhibitor system has helped. Obviously, it is not going to eliminate everything but it has helped stem that. His answer was drilling new wells does not appear to be the answer. The Board had asked him to do some research on that process and what he found. That is all I have at this point so I guess we will hold that for the next meeting and see if he has anything additional.

Mr. Finafrock stated I visited a property on Saturday where a gentleman was sealing his driveway again, the fourth year in a row, and he has a problem like this but he doesn't even have to spray clean his driveway he uses a hose and washes it down. Is that cost prohibitive for us to do that on Miami Curbs throughout the community, put some type of sealer on?

Mr. Showe stated we have to be careful about it leaching into the drain system.

Mr. Scheerer asked are you talking about an epoxy coating or something on the Miami Curbs? I think that would pose a long term maintenance issue for us just off the top of my head. I'm not speaking accurately without investigating that but anytime you coat anything the chances of it staying there especially in a high traffic area would be pretty remote.

Mr. Finafrock stated other than Old Tramway Drive do we have a lot of people driving on Miami curbs?

Mr. Scheerer stated it is not the driving that is causing the issue it is the runoff causing the issue.

Mr. Finafrock stated these folks are sealing their driveway once a year.

Mr. Scheerer stated we can look into it.

Mr. Finafrock asked is it worth asking one of these firms that make those kinds of products? We have two in Brevard County or at least one.

Mr. Scheerer stated we can look into it.

Mr. Finafrock asked can we get a cost per square foot or something like that?

Mr. Scheerer responded yes.

Mr. Rizzotti stated I think you have to look into one other thing. In order to cross any street at the corners or wherever you have to cross the Miami curb. I walk early in the morning and when it is wet the people with the painted driveway almost need to change to skates at that point. You have to be careful, you could be fixing one problem and have somebody step off the curb and not step clearly across it.

Mr. Finafrock stated it would have to be a skid resistant material.

Mr. Showe stated the last item we have is the recreation center parking asphalt. You approved that work at the last meeting and it has been completed at this point. We used the exact material they used last time, they just brought more in and rolled it out and leveled it out. It was \$760 to fill those potholes and put some more material in. I think it turned out pretty well.

Mr. Rizzotti stated I would like to add one to the action item list. We talked about it, I requested it a while ago about putting a line down the middle of Baytree Drive. When it is changing from dusk and sometimes if it is foggy we can't get the people to drive on the correct side of the street anyway maybe this would help them a little bit with a little guidance.

Mr. Showe stated I think we got that quote and presented it at the last meeting. I will send it to you. I think we got a quote for a single and double line down the middle.

Mr. Rizzotti stated if we could we really want to put a double because people tend to try to pass me on the left if I turn left into my driveway.

Mr. Finafrock stated it was \$30,000. Let's bring it back to the next meeting.

Mr. Rizzotti stated just send it to me.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any, the next item followed.

B. Engineer

There not being any, the next item followed.

C. District Manager's Report**i. Field Manager's Report**

Mr. Scheerer stated it is that time of year and we turned the pool heaters on trying to get the temperatures adjusted so that everybody is comfortable using the pool. We have done some crack weeds spraying on the pool deck and general maintenance items. The gates are all working fine. The lakes look good. We did come out the day after the rain event and took a look at the property and it didn't look bad at all. I think everything work really well. With respect to landscaping, they are doing some trim backs in the conservation areas and are getting ready to plant the new annuals. Some minor irrigation repairs were performed. We did a landscape lighting review on Monday. The South Point monument was repaired. We installed additional "no fishing" signs on the Suntimee bank as well as the area where the car broke the sign at Old Tramway and Baytree Drive.

Mr. Showe stated the visitor that did that damage contacted us so we did get reimbursed.

Mr. Scheerer stated as Jason stated the parking lot at the tennis court was repaired. We also had the tennis courts resurfaced. They did a great job and it was done in a timely fashion. We went through the property recently and sprayed the storm inlets, we had some weeds and grasses growing up around the storm drains so we took care of that. About two weeks ago security called me, a trailer had come through the main gate and knocked off a section of the speed hump. They didn't have any information on the trailer and who did it but when we got onsite we went ahead and re-secured that section of the speed hump on the visitor entrance and took care of that in a relatively easy manner.

Mr. Finafrock asked may I raise one issue on behalf of Mr. Mills who is not with us this afternoon? At the last meeting he asked that we take an action item to look at putting a second row of speed humps in the incoming at the rear gate.

Mr. Scheerer stated to try to curb the tailgating. He said he would discuss that with us and we have not received any further direction from Mr. Mills regarding whether or not he was fully intending on wanting us to install that.

Mr. Finafrock stated he asked that it be brought up, it is in the last minutes.

Mr. Scheerer stated it is in the minutes but he also said he would discuss that, that is also in the minutes that he would talk to us about that and we never received any further direction from him as to whether or not he actually wanted us to pursue that.

Mr. Showe stated we have funding under security so once we can determine if that is what he wants to do and the actual location we can move forward on that.

Mr. Rizzotti asked why don't you send him an email?

Mr. Scheerer stated okay.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe stated we have the check register for June 29th through September 28, 2010 we have check numbers 51236 through 51274 in the amount of \$223,897.61. We also have August 2010 payroll in the amount of \$738.80 for a grand total of \$224,636.41 and both Alan and I can answer any questions about the invoices.

On MOTION by Mr. Rizzotti seconded by Mr. Smail with all in favor the check register and invoices were approved.

B. Balance Sheet and Income Statement

Mr. Showe stated the next item is the balance sheet and income statement. There is no action required by the Board on this but is there for your information. This goes through August 31st and we are 100% collected on our assessments from 2010.

Mr. Harden stated it doesn't show that. Have we done that since?

Mr. Showe stated the decimal point fell off it is probably 99.5%

SEVENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Harden stated the only thing I would bring up is it might be a nice thing for us in the next year one of our meetings to be in the evening. We have basically never done that.

Mr. Rizzotti stated we have done that.

Mr. Harden stated not the budget.

Mr. Rizzotti stated I think we ought to try it again. The only disappointment and it was my idea last time it was the budget, we even got GMS to send out cards to everybody to remind them telling them it was important and two more showed up and one of them was my wife. I think it is worth one more college try. I think maybe if we advertise it enough in advance maybe it will work.

Mr. Harden stated if for no other reason than the fact that there could be people who work who might like to attend a CDD meeting. It is just a suggestion.

Mr. Rizzotti stated I agree.

Mr. Finafrock stated I agree too.

Mr. Smail stated I want to make two comments. The South Point monument you notice we said it was just repaired. I got an email and went down and looked at it and in the back of the monument I counted 50 intrusions. What they did was pick the rocks up out of the rock garden that the resident had and it had to be kids and stood back and threw them at the back of the monument. Half the rocks were still stuck in the monument and the other ones had bounced out. Luckily they didn't hit the meter can that was back there. We don't know who is doing it. It was reported to the sheriff's department, they came out and talked to some of the neighbors around there. We know it is teenagers in the neighborhood. The resident who sent me the email said that he had seen kids that afternoon and that evening playing in the guys yard behind the monument but he didn't see any rock throwing but the next morning he found rocks in his driveway too. We have a good company to take care of that because they did it and you can't even tell that it was done now. It was a little under \$500. That is the cost the residents end up paying for the vandalism that we keep having from teenagers that live within not from without, they are from within. If you see any of it please let us know and please let us know what the houses are because the sheriff is willing to knock on the doors of the houses.

On the front monument where we have two huge palm trees right behind the monument in the big round concrete circles that go around them one of those is cracking. It had a crack in the tile it had a crack right on down to the ground and the side and it has been repaired, you have to look to find it but it brings to attention what is cracking it is the roots are expanding within the huge trees. I just want to let you know that is something that we are going to be looking at and see if there is any way we can do something other than wait until they crack away. That is one of the first signs of the roots and I'm sure it is not age. You can see where that crack is, is straight down it has to be the roots have pushed against that side and cracked it. I just wanted you to know that we did find that and hopefully it is not going to be anything that is bad but we will keep a close eye on it.

Mr. Finafrock stated I want to make a couple points. One is thank you audience for coming today. I think five folks left already and we still have quite a few here compared to other

size crowds we have had. We appreciate you coming. It means an awful lot to us to hear your thoughts and I know you talk to your neighbors so we believe we are hearing from a broader base than even is represented here in the meeting.

The second thing is speeding is rearing its ugly head again and speeding appears to occur between Duncastle and maybe the rear gate maybe not quite that far at least past Old Tramway. I don't know whether Alan can cause the sheriff's department to come in here and be visible. I hate to see the guy on the motorcycle but something has to happen. Two people who walk dogs are the people who call me most often. They are very concerned when they are walking on Baytree Drive. The other thing that I heard is on Old Tramway there are two curves and there is a curve back where Linda and Ferris and Bob Eksten and those folks live and then a curve up here that goes into National Drive is another concern and the lady who lives on that curve has mentioned to me on more than one occasion the speeding and she refers to a lot of it being performed by soccer moms. I don't know what we do with that other than we are going to have to monitor the streets and do something. Do you agree with that, Mike?

Mr. Harden responded absolutely. There is maybe one teenager here and there but primarily it is going to the bus, dropping the kids off, coming back home. It is amazing who is doing the speeding.

Mr. Finafrock stated the only thing I have noticed recently is one young man has one of those new sporty coups with a low profile, we need to stop him. I have yelled at him and done a number of things.

Mr. Harden stated we know who that is.

Mr. Finafrock stated if someone knows his parents it would be great if they told them but I don't know if they would listen.

Mr. Harden stated probably not since she really doesn't live there.

EIGHTH ORDER OF BUSINESS

BCA Activities Update

Mr. Studds stated what I'm about to ask you is really an uneducated request because I wasn't at the last meeting and haven't had a chance to read what evidently was a decision made relative to the erosion problem on the lakes. I was here when you discussed it the first time and it was a very good discussion where you took the various positions of about what had to be considered in the decision process. I echo Lenny Jean's comment a moment ago and request if

there has been a decision made that puts the onus exclusively on the owners I would request that you review that decision.

Mr. Finafrock stated we have not made an official decision.

Mr. Smail stated there was discussion but a vote has not been made. We have not made a firm decision.

Mr. Harden stated but we have made the recommendation. The final vote has not been taken.

Mr. Finafrock stated my thought process is that you certainly don't want to miss the December meeting and probably the first one in 2011. On that particular topic you need to try to be here. We have an election process going on now so we can't make any commitments, the Board may change.

Mr. Smail stated on things like that fortunately or unfortunately however you want to look at it, it doesn't affect some residents it affects all the residents. Even on conversations that we have had on it the last three or four meetings on the lake erosion, we have been working on it for some time recognizing it is a serious problem that needs to be taken care of but every time we talk about it one resident says I don't want to pay for his lake, I don't have a lake in front of me and we have heard a lot of that. We are in a Catch-22 as far as the residents are concerned. If we do it and say it is the resident's responsibility and I fully understand where Lenny is coming from because you have to go through our territory to get to his. But by the same token you hear residents say why should I pay for his lake view? It is something this Board is taking very seriously and we have not made a decision but we have talked about the two options. It comes down to two options we either bite the bullet and everybody pays their fair share or else the residents who have the lakes pay. That decision has not been made.

Mr. Harden stated the whole point of it is for this meeting and this was my area to deal with was we have all the discussions we had the results of the Engineer's Report and my recommendation to this group is going to be basically what you heard today. But there has been no vote on that and like Mr. Anderson said there may be other things that could be done to mitigate some of that.

NINTH ORDER OF BUSINESS

Audience Comments

Ms. Sanford stated I have a couple of requests. At the last meeting Mr. Smail mentioned the repairs to the monuments and in the future when it comes time to hang decorations and such please don't drive a nail through anything. I thought if he had knowledge of something that would work in an outdoor situation that can be used, I know there are things for indoor use but if he knows something for outdoor usage that he could provide the information to the BCA.

Mr. Smail stated they have the strips that attach on a wall that are made to be used outside. When we uncovered the front walls in front of the monument we found several of them that were stuck there and they had been there for years and we had to chip the paint to get them off. They do have those that are made for outdoors. I can't guarantee how much weight or how long they will last.

Ms. Sanford stated back to the tennis court issue, I'm not a tennis player but I have heard a lot of very upset homeowners, I thought the most important thing the Board needs to do is to get some clarification so that those who are not involved necessarily in the designed tennis program knows when they can go and have access to the courts. Even in your next newsletter put out something along the lines that it would be shaded when tennis club was having lessons or something if at all possible the Board approved where Baytree homeowners get priority or something along that line so that if a Baytree homeowner wanted to go play they wouldn't be blockaded if there are outsiders playing. I do not want to go through the task of announcing or charging or any of that stuff but just a general reminder can be sent to those who most frequently use the tennis courts then invite in outsiders to ask them to be considerate of the Baytree residents.

Mr. Finafrock stated the outsiders normally play over there in leagues on Thursday mornings during the summer. When we have other outsiders in the community using our tennis courts if they are not guests of a homeowner the rules are they must concede to the homeowner. I think that is a given. We used public money to build this community so every time I say something and I'm walking on broken ice I could go through any minute but I think if we have the attitude that we are right that since you are not a resident here we can ask you to step aside, we are okay as long as they don't challenge us. The minute they challenge us if I'm not mistaken we are duck soup.

Mr. Smail stated you are right and we appreciate you bringing it to our attention. We do want the tennis instructor to have specific schedules and adhere to those schedules then if there

are any leagues coming in like there was last year then they have to map that out. Those schedules need to be accessible to the residents so they don't go all the way over there ready to play and find out that they can't play right then. We do want the schedules and they should not only be in the contract but they need to be on the website or somewhere.

Ms. Sanford stated that is why I made the previous comment because I checked two different places, the contract the website and information from the tennis club and all three of them had different dates and times.

Mr. Sherbin stated we have been here a year and noticed that the plants in the front are beautiful. Somebody said you are going to change the plants. We noticed that you put the plants out at their peak of beauty and it is probably a little expensive changing them so it looks like they are gorgeous one day and the next day they are gone. You might want to take a longer term on them.

Mr. Smail stated in our contract with the landscape company that does the work for us periodically they are changed out and they have to keep a regular schedule. I get a lot of feedback on it. How can you let the plants get that big? They might be beautiful but they are big and then you have other ones that don't and the landscaper has to put in his requests to the wholesale houses months in advance. They give him a delivery date and that is when they are going to be delivered. That is why at a certain time every year they are changed out. You have several problems. Sometimes the plants don't last that long sometimes something gets in them and they deteriorate and that came up at the last meeting or the meeting before and I said I'm not going to be the one to decide when the plants need to come out because I might think they don't look good and someone else thinks they are beautiful. My wife thought the same thing, she thought when they got real big they looked beautiful. The landscaper has a schedule too. We have to adhere to what he has to do.

Mr. Sherbin stated when we were talking about that \$2,000 grant up to which we have to spend money on it sounds like Ms. Hernandez has already done the paperwork once on that so if you are going after that wouldn't that be sensible to ask her to help you to renew the paperwork since she has already done it once?

Mr. Smail stated we accept help from all the residents we don't have any problem with that.

Mr. Sherbin stated this is specific because this is what she has already completed once it would be silly to go to a third person.

Mr. Smail stated I understand but the first thing we need to be sure of is that we are going to qualify for it because we are a non-profit organization.

Mr. Sherbin stated that is why we have an attorney.

Mr. Smail stated the attorney has already told us that by his definition we don't qualify but I talked with the lady in charge and asked her that question because I wanted to know and she said I can't tell you yes or no but certainly we will see if we can get you qualified. We are going to do all that we can to get it.

Mr. Jean stated I want to thank the Board members for their contribution to the community.

On MOTION by Mr. Smail seconded by Mr. Rizzotti with all in favor the meeting adjourned at 3:26 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman