

*Baytree Community  
Development District*

*Agenda*

*February 7, 2018*

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# AGENDA

# *Baytree*

## *Community Development District*

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135 W. Central Blvd., Suite 320, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 31, 2018

Board of Supervisors  
Baytree Community  
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, February 7, 2018 at 1:30 p.m. at the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
  - A. Security
  - B. BCA
3. Organizational Matters
  - A. Discussion of Board Vacancy and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2018
  - B. Administration of Oath of Office to Newly Appointed Board Member
  - C. Election of Officers
  - D. Consideration of Resolution 2018-01 Electing Officers
  - E. Discussion of Board Member Responsibilities
4. Approval of Minutes of the October 4, 2017 Meeting
5. New Business
  - A. Discussion of Suntree Lake Bank Project
  - B. Presentation of RFP Scope for Security Services
  - C. Consideration of Resolution 2018-02 Amending the Swale Tree Policy
  - D. Consideration of Agreements
    - i. Amendment to Facility Use Agreement (Swimming Pool)
    - ii. Amendment and Extension to Security Services Agreement
    - iii. Janitorial/Cleaning Services Agreement
  - E. Discussion of Rear Gate Sign
6. CDD Action Items/Staff Reports
  - A. CDD Action Items/Potential CIP Projects
  - B. Additional Staff Reports
    - i. Attorney
    - ii. Engineer
      1. Consideration of Lake Bank Restoration Proposals
    - iii. District Manager's Report

1. Field Manager's Report
7. Treasurer's Report
  - A. Consideration of Check Register
  - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

The second order of business is community updates. Section A is an update from Security and Section B is the BCA update. There is no back-up material available.

The third order of business is Organizational Matters. Section A is the discussion of Board vacancy and appointment of individual to fulfill the vacancy with a term ending November 2018. A copy of the letter of interest from a qualified elector is enclosed for your review. Section B is the administration of the Oath of Office to the newly appointed supervisor and Section C is election of officers. There is no back-up material. Section D is the consideration of Resolution 2018-01 electing officers. A copy of the Resolution is enclosed for your review. Section E is the discussion of Board Member responsibilities. This is an open discussion item and no back-up material is available.

The fourth order of business is the approval of the minutes of the October 4, 2017 meeting. The minutes are enclosed for your review.

The fifth order of business is the discussion of new business items. Section A is the discussion of the Suntree lake bank. A proposal from Tropic-Care and project map are enclosed for your review. Section B is the discussion of the RFP scope for security services. The proposed proposal package is enclosed for your review. Section C is the consideration of Resolution 2018-02 amending the swale tree policy. A copy of the Resolution is enclosed for your review. Section D is the consideration of agreements. The Facility Use Amendment, Security Services Agreement Extension and Janitorial Services agreement are enclosed under Sub-sections 1 - 3. Section E is the discussion of the rear gate sign. A copy of the e-mail from a resident is enclosed for your review.

The sixth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items and potential CIP projects enclosed for your review. Section 2 of Staff Reports is the Engineer's Report. Sub-section 1 is the consideration of proposals for lake bank restoration. Copies of the proposals are enclosed for your review. Section 3 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that will be provided under separate cover.

The seventh order of business is the Treasurer's Report. Section A includes the check register being submitted for approval and Section B is the balance sheet and income statement, which is enclosed for your review.

The eighth order of business is Supervisor's Requests.

The ninth order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Jason Showe,  
District Manager

Cc: Dennis Lyles/Michael Pawelczyk, District Counsel  
Melissa DeFrancesco, District Engineer  
Darrin Mossing, GMS

**SECTION III**



**From:** Stacie Vanderbilt [svanderbilt@gmscfl.com](mailto:svanderbilt@gmscfl.com)  
**Subject:** Fwd: Baytree CDD - Fwd: Vacant CDD Board Seat  
**Date:** October 11, 2017 at 10:41 AM  
**To:**



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**From:** Jerry Darby [jsdarby14@gmail.com](mailto:jsdarby14@gmail.com)  
**Subject:** Vacant CDD Board Seat  
**Date:** October 10, 2017 at 8:45:03 PM EDT  
**To:** Jason Showe [Jshowe@gmscfl.com](mailto:Jshowe@gmscfl.com)

Jason---

Unfortunately, I was unable to attend the most recent CDD meeting as I have been called out of retirement for a few weeks to assist my former employer to re-establish operations at their Puerto Rico facility in Naguabo, Puerto Rico. I hope to return full time to Baytree in the very near future.

I was advised by those who attended the last meeting that there is a vacancy on the Board due Maria's recent resignation. If appropriate, I would like to offer my services as a Board member.

In all candor, I have not had much opportunity to serve in a homeowner organization as I have not lived in this type of community before. Prior to moving to Baytree, about the closest experience I have had with an HOA is the fact that in 1986, I founded and was president for 2 years of the Pond Path Civic Association in Setauket, New York. I founded this organization to represent the Pond Path homeowners against the planned expansion of the State University of New York at Stony Brook that would have adversely affected the traffic along Pond Path Road. We met on a regular basis and was partially successful in convincing the University to consider options that were not as detrimental to the homeowners. I would have expanded the mission of the organization and would have remained active if it were not for the fact that I relocated due to career opportunities. For the last year, I have been a Voting Member for the Balmoral/Southpointe neighborhood for the Baytree Community Association. And, as you may be aware, I have been working with Jan Hill from the BCA and Mel Mills from the CDD on the joint effort to to construct a recreational pavilion near the pool area.

I have an MBA from Northwestern Kellogg School of Management and I have held executive positions in Quality Control, Supply Chain and Production management in personal care companies for 36 years. Prior to my retirement in 2015, I was Senior Vice-President, Operations for a \$350 million company manufacturing and distributing such products as Just for Men and Grecian Formula hair color, Aqua Velva men's fragrance, Odor Eaters, Cepacol mouthwash, etc. I operated 2 manufacturing facilities (Puerto Rico and Illinois) and had responsibility for about 400 employees, directly and indirectly. Areas of involvement included new product development, logistics, manufacturing, planning, purchasing, international manufacturing, facilities maintenance, engineering, order management and distribution. My collective budgets for procurement, capital investment and operating expenses were in excess of \$100 million.

Although I may not be deeply experienced in the workings of a CDD, I think I can bring perspectives as a recently retired new resident of Baytree, I can be a conduit between the CDD and the BCA by virtue of my experiences as a VM for the BCA and I would enjoy working with the BCA in the completion of the pavilion project and other projects that may arise in the future. After my current effort to assist the Puerto Rican operations is completed (Nov. 1st or sooner), I will be able to provide my undivided attention to the matters before the CDD.

Please advise if you need additional information as well as advise me of the process by which the Board will be making a selection for filling the open vacancy. My contact information is as follows:

email: [jsdarby14@gmail.com](mailto:jsdarby14@gmail.com)

cell: 203-417-3266

home 321-775-3515

Thank you for your consideration

Jerry





**RESOLUTION 2018-01**

**A RESOLUTION ELECTING OFFICERS OF THE  
BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Baytree Community Development District at a regular business meeting held on February 7, 2018 desires to elect the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT:**

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF FEBRUARY, 2018.**

\_\_\_\_\_  
Chairman / Vice Chairman

\_\_\_\_\_  
Secretary / Assistant Secretary

# MINUTES

MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, October 4, 2017 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carol Witcher	Chairman
Maria Hernandez	Supervisor
Melvin Mills	Supervisor by phone
Richard Bosseler	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Alan Scheerer	Field Operations Manager
Timothy Bolden	GMS
Janice Hill	BCA
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order at 1:30 a.m., called the roll and the Pledge of Allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Community Updates**

**A. Security**

Mr. Showe: I received a call from Security on the way over. The Manager wasn't able to attend. She has a health concern and is in the hospital. We can open it up to members of the audience who have any concerns about security.

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. I received a call from a friend of mine who is on an HOA of another community in Melbourne, about the Sheriff's Office notifying them about a series of break-ins after Irma. The individuals looked for cars in a

driveway to see if they were unlocked, and if so, they would steal them. These cars are worth a fortune. They would also ring the doorbell, and if nobody was home, they would go into the house. I emailed Mel and said that it might be something that he would want to let the Security Company know. Maybe now is the time to start implementing if we are going to ask people for their Driver's License, to make it harder to get into the neighborhood. Mel thankfully passed that along. I want to tell you about an observation that I had this past Saturday when I entered the community around 4:30 p.m. A car at the visitor gate pulled up, and even though they had no Driver's License, the gate went up and they were allowed access.

Mr. Showe: The only time that should happen is if they have a resident sticker on their vehicle. Security is instructed, if someone comes through the visitor lane with a resident sticker that they are supposed to let you though. I don't know if that's the case.

Mr. Brown: It could've been somebody on the Friends and Family List.

Mr. Showe: It could be.

Mr. Brown: It's something that we need to be cognizant of.

Mr. Showe: Alan and I are constantly working with the Security Company to get them to continue to follow the Post Orders. We will have a discussion of those services later on in the agenda.

Ms. Martin: Linda Martin, 826 Kingswood Way. I'm sorry that my husband Joe couldn't be with us today. I have a problem with Security. I don't know whether we are supposed to call and let them know that someone is coming or not. I've seen a young guy smoking a cigarette. It doesn't look professional and doesn't speak well for our community.

Mr. Showe: If you have someone coming in, we ask that you give them a call. That will help speed the person up through the gate. They will pre-authorize them. If the person is not pre-authorized, they should be calling you, or at least make an attempt to call you, before they come in. We will follow-up with them.

Ms. Martin: There's no consistency. Rick mentioned that people were coming in without asking for an ID. That is a real concern. I've lived here for 14 years and I feel like it's been rather safe, but things happen.

Mr. Showe: Like I said, we are working with Security all the time, but the Board is going to take some direction and maybe change vendors, later in the meeting.

**B. BCA**

Mr. Showe: Is there a BCA update?

Mr. Wilkerson: Yes. Wayne Wilkerson, President of the BCA. We have three things that we want to talk to the Board about, briefly. The first is that we have the Executive Director and Editor of our new Baytree magazine here with us. She's going to update us on our outside event, which is coming up in November. It is more of party, with lots of food and a drive-in movie. We are expecting 300 people, which we are excited about. It will be a lot bigger than the last one. I would like to have a round of applause for her. She's done a great job. Then we are going to update you on the pavilion project. The Attorneys have done a fantastic job of putting this together, along with Mel Mills who is on the telephone. I would like to thank Mel, Jerry Garvey and Jan Hill. It is all ready to go. I would ask the Board today, to give us a vote of confidence, so we can proceed. If there are no major objectives to the contract, we would like to go from here, so that we can get into the dirty work and find somebody to do it. All of you have had a chance to review the contract. Jan is going to take a minute to review what this is going to look like and answer questions about it, because she's in charge of it.

Mr. Showe: Wayne, the Board has not had a chance to see the contract. Mike has had conversations with the Attorney, who said that they were not ready to proceed, at this point, so we have not provided the Board with it.

Mr. Wilkerson: The BCA wasn't ready to proceed.

Mr. Showe: Correct.

Mr. Pawelczyk: Per Jerry Darby.

Mr. Wilkerson: Mel, is that correct?

Mr. Mills: Yes. However, I have reviewed the contract that was redlined, and I didn't find anything in particular that stood out of line; therefore, I would recommend that the Board go ahead and review and then approve it. Maybe they can do it on their own and call you to get this facilitated to move forward. I think it's a good document, its fair and I think that the Board should go ahead and move towards getting it executed.

Mr. Showe: I think Mike has it.

Mr. Pawelczyk: Just to give you an update, it is pretty much ready to go. In order to complete it, we are waiting for the design, an exhibit, what we are building and where we are going to put it. That's one thing that has not been finalized by the BCA, but they are working on

it. One of the reasons was because of Hurricane Irma. I think that's why Jerry said, "*No, we are not ready to go on this*", because I asked if they had anything done. The second item is the estimated cost, but we are not going to know that until the project is bid. What we told them, and what Mel talked about at the last meeting, was if the BCA has a contractor, or a couple of contractors that they want us to consider, whatever the case may be, that's fine because they are paying for it. The reason for that is so we would have that estimated amount, the top of the line amount, which is what the BCA is going to give us and fund. We will contact the contractor, hire and pay them. That's really all that's needed. As far as I am concerned, other than making those final changes, Mr. Annon and I are done. Once those final changes have been turned in, we can approve the agreement. I'm not sure what the timing is, but you could approve the agreement in substantial form.

Mr. Showe: Which you would have to do anyway because of the blanks.

Mr. Pawelczyk: It's really up to you on whether you want the whole thing to come back to you. We will see what Jan says about the timing. I personally would feel comfortable if you approved the form of the agreement. I can authorize the execution of it by the Chairman, subject to Mel Mills final approval. Of course, Jason and I will look at it. We will let them talk about the timing, because we don't meet every month. Otherwise, I'm comfortable with moving forward, if the Board is comfortable with what I am telling you. With that, I will allow Jan to give an update.

Ms. Hill: The agreement was the one that Mel made reference to. It is the product of both Attorneys. They did a wonderful job putting it together. BCA had their meeting yesterday, and we had a vote of confidence to proceed, based on this document, and it not being materially changed. Our Attorney and District Counsel worked together and came up with a good document, which the BCA is in agreement with. There are exhibits that are part of this document that are blank. The reason they are blank is because we can't estimate the construction cost until we get some bids.

Mr. Pawelczyk: There are the following exhibits:

- Exhibit 1: Description of the improvement
- Exhibit 2: Improvement plans
- Exhibit 3: Cost breakdown/proposal

Ms. Hill: We have a description of what we hope it will look like. We produced a request for quotation, to give whoever is billing a guideline. We started out with a 20 x 40 open air pavilion. The reason we came up with that, is that I did some research. Per person, we need 10 square feet. A 20 x 40 pavilion, could accommodate 80 people. Whoever does it, will do the grading, prepare the pad and place 16-inch diameter footers. This is what Mel suggested. The roof is going to be similar to the pool roof, so that it all blends in nicely and looks like it has been there forever. We specified certain accessories. We had three 52-inch ceiling fans. Does that seem reasonable? We specified four 110 outlets, one of each post, so if you are having a party, you can plug in a coffee pot. Someone suggested at our meeting that we have even more than that.

Ms. Witcher: They can put four outlets in, instead of two.

Ms. Hill: LED security lights are located at each side of the pavilion, with motion detectors, so that they wouldn't stay on too long, but they would provide the security that everybody is looking for. There would also be a water faucet for washing hands or a pot. Whoever wins the bid will be responsible for the architectural design and plans, so we don't have to do that for them. They are going to come to us with that. They are also going to pull the permits and make sure that they are in compliance with all of the regulations. They would do the preparation of the construction site, and provide us with different options of materials. We stipulated that we want low maintenance and storm-resistant materials, to follow Baytree's architectural standards. We give them general guidelines, but we are going to tell them what kind of materials they have to use.

Ms. Witcher: Who is going to do the engineering on the drainage?

Ms. Hill: The contractor.

Mr. Showe: As part of the permit process, they have to go through that.

Ms. Hill: They can't pull permits without meeting those specifications. Somebody asked me yesterday about hurricane standards and the roof. When we originally built, they just updated the standards as a result of Hurricane Andrew. In 2007, they upgraded that, to comply with the current standard. They will have better roofs than probably anyone in this room. Ours were all built prior to that.

Mr. Mills: I apologize for not being there. Is the picture you're showing, the one that Jerry and I have gone over?



Ms. Hill: Yes.

Mr. Mills: I understand that you said the reason for that design was so it would fit in very well with the rest of Baytree.

Ms. Hill: That's correct.

Mr. Mills: My only concern is the water situation. If the County allows us to put in a water faucet at the pavilion, are we also going to have drainage or some way of getting rid of wastewater that process is going to create?

Mr. Showe: Yes.

Mr. Pawelczyk: The other issue that I see, is if the District puts in a water fountain, you think it's easy, but its \$20,000 for a water fountain because it's not near anything. You might want to do it as an option to see how much it is going to cost. The BCA might say, "*Let's get this built and we will fund that later*". It took nine months to get a permit for a water fountain for Dupree Lakes, on the side of a building.

Mr. Showe: It already had water.

Mr. Pawelczyk: It cost \$15,000 to put a water fountain outside of a Clubhouse building that already had water. The process was unbelievable.

Mr. Showe: I would make it an option.

Ms. Hill: Is there anything else Mel?

Mr. Mills: No. I agree that it should be an option, because we have the pool house. My only concern with having an outside water faucet, is if you are not a resident, you could use that pavilion, use the water, but if they have to go into the pool area, they must have a key to get in. That way, its only available to the residents. That may prohibit people from coming in from the outside.

Mr. Pawelczyk: Regardless of that, I think it's important to point out, that the agreement is generic and can be used again. Rob and I both agreed that if we were going to use this again, let's have it, so that we are just adding the project, or we can amend it to add the fountain. I'm not telling you what to do. I'm just saying that it might be better to have a simple agreement for the main project, because we can always add that. We can always say, "*We have a price for that. It's \$15,000. We will give you \$15,000 more and amend the agreement.*" That's just a thought. From a permitting standpoint, these kinds of companies come in with architectural plans. They already have a 20 x 40 building, and they are just changing the roof material. It should be easier

to get through permitting, as opposed to when you add the special items, such as electrical, which is not as bad as adding water.

Ms. Hill: Thank you Mel, for meeting with Jerry Darby and doing all of this.

Mr. Mills: No problem.

Ms. Hill. I have to admit that we took off for the summer. While I was in contact with Jerry through email, they did the heavy lifting on all of this.

Ms. Witcher: It's great that you are doing this for the community. I think it will be an asset.

Ms. Hill: I personally cannot tell you how many people have come up to me and asked when this is going to happen. They are looking forward to having different activities, just like what we are planning for movie night and food trucks. It brings the community together and allows more opportunities for interaction. I noticed that the new subdivision going in west of I-95, like Sonoma, have pavilions. The new communities are promoting that, which makes us look like we are with the program.

Ms. Witcher: Have you decided on how you are going to handle if anyone wants to use it exclusively for an event?

Ms. Hill: Yes. We will probably defer it to Fairway Management, because they are our Management Company. I checked with them. They do that for other communities like Viera East. That will become a way of managing it and making sure that Baytree residents use it and put down a deposit.

Mr. Pawelczyk: Just so you know, this is the first that I heard of this. We would need to have another agreement with the BCA, if the BCA is going to deal with maintenance, rental, etc. In addition, because it's CDD property, if you are going to set a permit fee, that permit fee needs to be approved by the District. We can discuss that down the road.

Ms. Hill: I spoke to Fairway Management, just to get an idea of what other people are doing. It's not really a fee. It is a binder, so that if they leave a mess or break anything, its covered, like anywhere else.

Mr. Pawelczyk: Like I said, I think that's fine. We will figure out, through Jason and myself, how to best handle it.

Ms. Witcher: We are more than happy to do it. I was just trying to figure out all the ins and outs and how that would work.

Mr. Mills: Jerry and I talked about that, and one of the things that we talked about was requesting a deposit. If they didn't clean up, that deposit would be used for cleaning. If it was clean, then 100% of their deposit would be refunded.

Ms. Witcher: That's reasonable.

Mr. Pawelczyk: I agree. I know Jason is not onsite.

Mr. Showe: That's the challenge. We just have to come up with the agreement and make sure, because you can have that in place, but then how do you enforce it and who's going to come out after the party to make sure that they cleaned up?

Mr. Pawelczyk: It could be a Letter of Understanding. Something simple. I don't want to make it difficult, but in terms of rates and deposits, Chapter 190 requires us to approve those as a CDD.

Ms. Hill: Okay.

Mr. Pawelczyk: Just work with Mel. I'm sure that we have plenty of time to get all of that in place before the pavilion is open.

Ms. Witcher: Is the roof the same color as the pool house?

Ms. Hill: It's the same color.

Mr. Pawelczyk: We probably want to have a set of rules. I'm only saying that because if the deposit is \$100 and they do \$500 worth of damage, they owe us \$400. How do we get that money back? One way to do it is to sue them. That costs way too much money, so we turned their gate card off. In order to turn the gate card off, we must have rules saying we can turn the gate card off.

Ms. Witcher: It's complicated.

Mr. Showe: It does get complicated.

Ms. Witcher: It's not as easy as putting it out and saying, "*Everyone enjoy it*".

Mr. Showe: If it is first come, first serve, it's easy.

Mr. Wilkerson: I would assume that the group we have working on that, would assume no responsibility, once construction starts.

Mr. Pawelczyk: They should discuss what the proposed rules are going to be and send them to Jason.

Mr. Showe: Even if it's just bullet points. We can bring those to the Board, let them discuss it and we can build that into the rules.

Mr. Pawelczyk: Figure out who manages and maintains it. It was my understanding that the CDD was going to own and maintain it when it was turned over. We don't have to, but I think the Board had said before, that it would be an asset of the CDD and we are going to maintain it.

Ms. Hill: Right, because it's on CDD property.

Mr. Pawelczyk: Correct.

Ms. Hill: You manage all of the common areas.

Mr. Pawelczyk: It would make sense for the BCA Management Company to handle the permit process, because someone is right across the street. Someone could go over there and pay their deposit.

Ms. Hill: That was my thought. When I was at their office, running back and forth because I'm Treasurer, someone from Viera East reserved their pavilion for a party, so I paid attention to see how the process worked.

Ms. Witcher: Is there anything else?

Mr. Haynes: Jack Haynes, Sandhurst Drive. Does this proposal include benches?

Ms. Hill: It will have tables and benches. We are not asking the contractor to do that. We anticipate that we will do that on our own. Right now, we are just trying to get this fountain. I determined the sizes of the picnic tables based on how much space you needed for each person.

Mr. Wilkerson: I would like to hear a motion that the Board approves this, as is. Maybe Michael could help state the motion so we could proceed.

Mr. Pawelczyk: A motion to authorize the execution of the Joint Participation Agreement between the Baytree CDD and the Baytree Community Association, regarding the Baytree pavilion project, in substantially final form, would be in order. The document was last revised on September 21, 2017 and would be subject to final review by the District Manager, District Counsel and Mel Mills, who is the liaison on this project, and the exhibits being provided.

Ms. Hernandez MOVED to authorize execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, for the pavilion project, in substantially final form, as of September 21, 2017, subject to final review by the District Manager, District Counsel and Mr. Mills and receipt of the exhibits, and Ms. Witcher seconded the motion.

Mr. Showe: As an addendum, we will bring the agreement to you for ratification. It's not in final form. We are giving our confidence that we are willing to proceed to move forward with the project.

Mr. Pawelczyk: We are voting on confidence that the BCA will have everything together before your next meeting.

Ms. Hill: Our goal is to have the pavilion in by next spring.

Mr. Pawelczyk: We will be ready for you.

On VOICE VOTE with all in favor, authorizing execution of the Joint Participation Agreement between Baytree CDD and the Baytree Community Association, for the pavilion project, in substantially final form, as of September 21, 2017, subject to final review by the District Manager, District Counsel and Mr. Mills and receipt of the exhibits, was approved.

Mr. Pawelczyk: That being the case, while we are still on this item, Jason will distribute the last version, which we discussed. In case you have comments, it's in substantially final form, and we can still make changes, if you see anything, but I don't think you will. I know that Jerry went through it, to the point where I think Mr. Annon had to tell him no. He reviewed it thoroughly and I know that Mel did too, because we received comments from Mel. I think it's a good document and I'm going to use it in other Districts where we have similar issues.

Mr. Wilkerson: We had a lot of discussion at the BCA meeting yesterday, from a resident about the water issue. I would like permission from the Board to speak directly with the Engineers to see if they have any information that I can distribute.

Mr. Showe: The Engineer is here. I know that he has it covered as part of his Engineer's Report. We can give you his perspective on it.

Mr. Wilkerson: We followed up on our fining process. I think that our group of people have a process in place that is working fine. Last year, we sent out 560 warning letters, and at

the end of the day, eight people did not reply. We are really proud of that, and I think that it shows that everyone is working to keep our home values up. Last but not least, Francesca Mariani is here. She is the Director of the new Baytree magazine. I would like to ask her to speak about our outdoor event for Baytree, which is exclusively for Baytree residents. We are going to have it at the Golf Club and it is going to be a large event. She is creating the magazine and funding it herself. That's the way it works. The only way that she can make a dime is to have advertisers from the neighborhood, advertising to the neighborhood, so people will know what everybody does here. I think it's a good effort to bring everybody together, so everyone knows what everybody does. It always nice to help your neighborhood. She's working with the Golf Club, with Sandra on the magazine and with Martha Schultz who is our Social Chair to bring this to us. I'm going to ask her to discuss that.

Ms. Mariani: Thank you. My name is Francesca Mariani. Yes, we did just start our Baytree magazine. We are in our second issue, going into our third issue and it's very exciting. It's just for the community, its private and exclusive. Just know that everything that is in this magazine is not for public consumption, which is a big deal to us. Sandy has been a big help. Without her help, I could've done it and many others. We are having our first food truck and movie night on the first Friday of November, which is the 3<sup>rd</sup>. We have two more publications in Brevard County; one for Tortoise Island and the other for The Cloisters. We have been in Tortoise for 12 years and The Cloisters for four years, just to give you an idea of the caliber of what type of magazine we produce. As Wayne said, we will need his help tremendously to invite those who have not yet embraced and/or read the magazine, which I have been promoting. For the food truck event, we are expecting 300 people. We are inviting the friends and family of neighborhood members, and the friends and families of our business sponsors. Currently, there are eight food trucks. They will be bringing their Certificates of Liability to the golf course. It's going to be a great event. We are going to have a few folks offering demonstrations, but all and all, it's a way to bring the community together and have a lot of fun. Lastly, if the CDD would like to contribute to the magazine, please let me know. We cover pretty much everything, but if there is something specific that you would like to talk about, and you want residents to read about, please get with me and I will be happy to include that in the magazine. Thank you for your support.

Ms. Witcher: It was a great edition. Did everyone receive the magazine?

Ms. Mariani: We had some issues with the Orlando Post Office. They were backed up. Most people should have received a copy.

Ms. Witcher: I didn't receive one.

Ms. Mariani: Where do you live?

Ms. Witcher: In Windsor.

Ms. Mariani: Some people in Windsor did not receive one.

Mr. Wilkerson: I will get one to you.

Mr. Showe: Is there anything else from the BCA? Hearing none,

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 2, 2017 Meeting**

Mr. Showe: The minutes from the August 2, 2017 meeting were included in your agenda package. We made changes that we received prior to the meeting.

Ms. Hernandez: On Page 7, in the fourth paragraph, the words "*too many*" should be deleted. There were several places where Carol and I were identified incorrectly.

Mr. Showe: It's difficult when the transcriber is listening to the recording.

Ms. Witcher: When I listen to the tape, I don't know how they get all of the information, because it's very difficult to hear. We may need to look at a better audio system.

Mr. Bosseler: On Page 2, where Mr. Brown is speaking, the word "*bar*" is incorrect. It's in the next paragraph too. On Page 22, "*Saint Andrews*" should be "*Kingswood*" and "*Mr. Rizzotti*" should be "*Mr. Bosseler*".

Mr. Mills: I did not receive a copy of the minutes.

Ms. Witcher: On the bottom of Page 43, Mr. Showe was referring to the CDD lake.

Mr. Showe: If there are no other changes, you can make a motion to accept the minutes, as amended.

Ms. Hernandez MOVED to approve the minutes of the August 2, 2017 meeting, as amended, and Ms. Witcher seconded the motion.

Mr. Mills: I don't know if I should vote, since I don't have the minutes.

Mr. Pawelczyk: You have to vote “*yea*” or “*nay*”. If you vote “*yea*”, you can move to reconsider them at the next meeting, if you find something in the minutes that needs to be changed.

Mr. Mills: I will vote “*yea*”.

On VOICE VOTE with all in favor, approving the minutes of the August 2, 2017 meeting, as amended, were approved.

Mr. Pawelczyk: If you have a conflict of interest, you can abstain, but you must complete a special form.

Mr. Showe: That’s defined under the Florida Statutes.

Ms. Witcher: So we don’t want to say “*abstain*”.

Mr. Showe: Correct.

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

#### **New Business**

##### **A. Discussion of Suntree Lake Bank Project**

Mr. Showe: After the last meeting, we met with our landscaper and had them design a more simplified plan. Their proposal is attached, which is down to \$32,750. There is no irrigation or any warranty on any of these plants, as proposed. What they proposed is to remove all of the Wax Myrtles and put in Red Cedar and Bald Cypress. If you look at the attached map, the black dots are the Red Cedars and the white dots are the Bald Cypress. They are not exact locations. He just did a layout on how he would do that. I have a larger map. We can take any Board direction. There’s no warranty on any of this, because no irrigation is proposed in his proposal. If anything dies, we would not have a warranty on that plant material.

Ms. Witcher: What do you think Mel?

Mr. Mills: My suggestion would be, if we decide that we are definitely going to do this, we do it in phases. The reason I say “*phases*”, is so that we can actually see the reaction from Suntree residents. If we spend \$32,750 at one time and we see them cutting down the trees, I would rather have them cut one or two down and then we take action, versus having them cut a bunch of them down and have to take action again. If we decide to do this, I suggest that we do it in phases and not all at one time.

Ms. Witcher: Have residents seen this new design?



Mr. Showe: Not at this point.

Mr. Mills: The residents have not seen any of it at all.

Ms. Witcher: We should show it to them, before we vote on it.

Mr. Showe: Sure. If that's the direction that the Board wants to take, we can provide it and let them look at the plan.

Ms. Witcher: The \$9,500 is to remove how many plants?

Mr. Showe: A lot.

Mr. Scheerer: I didn't count, but it's a pretty good number.

Ms. Witcher: From what we can see off of the street, there are not very many. I only see two. When I go from Windsor to the end of Bradwick Way, where the cul-de-sac is, you can't see very many across there. The other part must have the trees.

Mr. Showe: It's denser on the other side.

Mr. Scheerer: We can narrow that down, since the direction seems to be to share it with Suntree, at the end of Bradwick. I have to find those numbers.

Ms. Witcher: It would be nice to talk with the Crystal Lake HOA because the area has one tree.

Mr. Mills: I suggest that we send a copy of the proposal, along with a letter saying that we are planning on doing this, and as a result, if they trespass, they will be prosecuted. That way, they know it's coming, before we actually plan it.

Mr. Showe: I think the previous direction is, if the Board proceeds with this plan, we would do that so we don't stir up the hornets' nest prematurely.

Ms. Witcher: You don't want to give them too much warning, because they might protest.

Mr. Mills: They are going to do one or two things. They are either going to protest or cut down the trees.

Ms. Witcher: It's in their backyards.

Mr. Scheerer: It's beyond their backyards.

Ms. Witcher: But they look at it every day, more than the rest of us will look at it. When that area was developed in 1987, those houses were there. When every one of these people moved in here that are complaining about it, they were there when they bought their houses, whether an original owner or a resale. When somebody complains about it, we are going to say,

*“That was there when you bought it. Did you not know beyond your property line what you can see is what you see?”*

Mr. Bosseler: Does that mean we are going to be doing this every 10 years?

Ms. Witcher: There’s no guarantee on those trees, because there’s no water for them.

Ms. Hernandez: What about the plan where you are putting in plants that don’t need water?

Mr. Showe: This is the lowest maintenance plan that he can come up with. We met with them and explained all of the goals that we were going for. This is not a manicured plan and it’s not intended to do anything other than put plant materials in. Without irrigation, there’s no way for him to provide any warranty. They can’t guarantee that they are going to live without a sustained source of water. If the direction from the Board is to get back to those residents that came and presented at the meeting, we can get some feedback and have them come at the next meeting. I will collect whatever comments I receive back from them and get that to the Board and we can bring it back at the next meeting.

Mr. Bosseler: How are you going to approach that?

Mr. Showe: I think we received an email from some of those residents. We can get it back to them and have it distributed.

Ms. Witcher: I move that we present this plan to the residents of that area and give them an opportunity to review it before we take action on it.

Mr. Showe: We don’t need a specific motion for that. It’s just direction if the Board’s amenable.

Ms. Hernandez: That gives them ample opportunity to review it.

Ms. Witcher: I would like to do that before we send something over to Suntree.

Mr. Showe: I think we would want a plan in place before we let them know that we are doing something.

Ms. Witcher: We don’t want to say that we are going to do it, and then decide that we are not going to do it, because it has gotten so costly. We also have to look at our budget. Are we going to have a budget workshop?

Mr. Showe: Yes.

Ms. Witcher: When Mel gets back?

Mr. Showe: We plan on having a discussion more on the capital projects when Mel returns.

Ms. Witcher: I bought a white board that I'm donating, so that we can list our wants and needs.

Mr. Showe: Perfect.

A Resident: Is this the plan to replace what was damaged by the storm?

Mr. Showe: The background on it is there used to be larger plant material through there, which over the years had died, due to plant life. Some residents on the side of the bank cut the material down. This would be a plan to replant that lake bank, not for any real structural need.

Ms. Witcher: It's for aesthetics.

Mr. Mills: If we decide that we are going to plant it, it needs to wait until next fall when it's cool and we have some moisture.

**B. Discussion of RFP Scope for Security Services**

Mr. Showe: At the direction of the Board at the last meeting, we started a document for security services. Based on the dollar value of the current contract, we don't have to do a full public bid. The important thing to have from the Board, is to have you guys review at least what we have here, in terms of the scope, and provide us any comments you might have, because this is going to be the foundation when we go out and get bids. We are going to provide them this document, and that is what they are going to base their bids on. Again, we are not required. We may even reach out to a couple of vendors that we know and try to get some pricing, using this document, knowing that it could change. We just wanted to give you an opportunity to review it and provide me any changes you have, so that possibly by the next meeting we can finalize the scope, bring back some bids and make that change, if that's the direction the Board wants to go in.

Mr. Mills: Jason, did you send me a package?

Mr. Showe: I have it for you Mel.

Ms. Witcher: Before we bid that, every homeowner needs to give us a list of their vendors that they regularly have come in, so that Security has an updated list, because so many people moved in and out recently. New people do not know that you need to give them a list of their vendors, so the guards will automatically let them in.

Mr. Showe: As part of the bid, we are requiring a gate access system. At the time, we bring a new vendor in, we would start communicating with the residents to let them know that we have a new vendor, they should use this as an opportunity to update their information, and make sure that everything is valid, so they can update the system. I think it makes a smooth transition. We would more than likely have a whole new system, a new company and different processes.

Ms. Witcher: New residents don't know what they are supposed to do at the gate. I think everyone going in different directions, is part of the problem.

Mr. Mel: Carolyn, the real situation is that each guard does what they want to do and they are not following the Post Orders.

Mr. Showe: Again, we have the document. If you want to, go through it and give me any comments before the December meeting. That way we can finalize it. As I said, because of the dollar amount, we may reach out to a couple of vendors, just to get some preliminary pricing. We don't have to do a full public bid. It's really up to the Board to determine the process and ranking.

Ms. Witcher: When the resident gate is broken and we come through the guard gate, is there a machine that shows that we have a pass?

Mr. Showe: No.

Ms. Witcher: What way would they know that a homeowner was coming through?

Mr. Showe: If you have a resident sticker and you are coming through the visitor lane, they are supposed to open the gate. If not, they should be following the same procedure as anybody else who comes in by saying, "*Hi, how are you doing? Where are you going? Please provide your driver's license*" and write all of that information down.

Ms. Witcher: Do you give a vendor a sticker to get in the gate?

Mr. Showe: I do not. Since they have gotten the transponders, we give out very few stickers now. Most folks don't want an extra sticker on their car, but we have them if they want them.

Ms. Witcher: I was just wondering if we were going to change the vendor, to have a sticker so that they recognize it and it's the same on everybody's car.

Mr. Showe: We can look at having something like that.

Ms. Witcher: That way they won't have to stop somebody that lives there. It's their car and they are going through without having to be stopped. That sounds like a good idea.

Mr. Showe: I think the most important part, is the contract language. District Counsel is going to review it. The scope starts on Page 23 and continues to the end of the document. It details the entire service that they are going to provide. Provide me with any comments that you want to be included when we go out for bid.

Ms. Witcher: Once we get it set up, maybe the BCA can re-emphasize the process in the newsletter.

Mr. Showe: When we get there, we will put something together.

**C. Discussion of Proposal from Holiday Lightscapes to Provide Holiday Lighting**

Mr. Showe: We have a proposal for Christmas lights for the 2017/2018 season. Based on some discussions that we had last year, we asked for two price options. Area 1 is for everything we did last year, which is to decorate the following:

- Four large palm trees; three at the front and one in the back
- Three monuments; front gate and the two ring walls
- Two spruce trees

Mr. Showe: In addition, we had them price out putting in wreaths and a string of LED lights on all monuments throughout the community. I know that there were some issues last year, so we added that to the contract. If the Board approves it for one season only, the price is \$4,240 or \$3,816 for a three-season term, which is a savings of \$400 each year. We discussed this with Mel. \$4,000 was budgeted, so if you do the one-year option, you will spend slightly more than what was budgeted, or you will be slightly under with the three-year option. It is at the discretion of the Board. Christmas lights are discussed every year. I know that everyone has mixed feelings on it.

Ms. Witcher: Mel, do you have a preference?

Mr. Mills: I prefer that we go with the three-year option, as we are saving \$400. It upgrades the community to at least be competitive with what other communities are doing. I think we need to do that, so we can say that we have a nice premiere community.

Ms. Witcher: Do we have a cancellation provision, if something goes wrong?

Mr. Showe: I think Mike would likely draft an agreement.

Mr. Pawelczyk: We have done these for a number of Districts. Just looking at the proposal, if we terminate early, they retain the right to charge a 30% buyout. We usually try to remove it, because you are subject to whatever you approve in your budget. We are subject to annual agreements. If you don't budget it, they don't get paid. We will prepare an agreement, if you decide to move forward, so we need a motion to approve the proposal, and authorize execution of an agreement to be prepared by District Counsel.

On MOTION by Mr. Mills, seconded by Mr. Bosseler, with all in favor, approving the proposal from Holiday Lightsapes to provide holiday lighting, in the amount of \$3,816 for a three-season term was approved and District Counsel authorized to prepare a final agreement.

Mr. Showe: We will get that coordinated.

**D. Discussion of Tree Policy**

Mr. Showe: After the storm, there was a particular tree that Mel and I looked at, that caused us some concern and changed the way that we handle trees in the District. We coordinated with District Counsel. We did the same thing that we recommended for the BCA, which was to compile a list of recommendations, so we can come up with a structure for a policy. We would bring that back to you later, if something formalized for the Board to approve. We provided Resolution 2013-01, which is what you already approved, dealing with those trees, falling between the sidewalk and the curb. In looking at it, there were some items that were not crystal clear in that agreement, so we wanted to come up with a policy for the Board. The first point, under the recommendations, is that the CDD accept ownership of any tree planted in that area, prior to that resolution. We are not going to maintain the trees, but we request that the BCA enforce that homeowners maintain those trees. We want to make it clear that, although the trees are on property and are CDD trees, we are not going to perform any type of regular maintenance in that area. As part of the recommendations, we would continue to review that area. Regarding any failures of maintenance, if there are any tree maintenance issues, we would refer that to the BCA under those provisions; however, if a dangerous condition is discovered, such as the tree is leaning or its falling on the road, it would fall to the CDD to rectify any dangerous conditions. We are also not responsible for any alleged damage to private property,

which would include damage from the roots, damage to adjacent driveway aprons from those trees and any private infrastructure.

Ms. Witcher: Do we have to cover the trimming of those trees that are on CDD property?

Mr. Showe: We refer those to the BCA, but this makes it crystal clear that this is how we should do this, going forward. It was not crystal clear in the documents, last year. We want to come up with a policy that delineates those items, to prevent questions and back and forth issues in the future.

Ms. Schoonmaker: Sandy Schoonmaker. Our covenants say that we are supposed to approve the removal of the trees, but it's a gray area. The other gray area is if the tree is causing damage to someone's water line, and you accepted ownership of the tree. Does that mean you are accepting the responsibility of removing the tree, and if so, why not?

Mr. Pawelczyk: The law is very clear in Florida, and throughout the country, that if a tree branch or tree root runs under CDD property and onto private property, and damages a root or something on that private property, it is not the responsibility of the person who owns the property where the tree is located. The theory is that a private property owner has the right to trim right down the property line. That's why we are not responsible.

Ms. Schoonmaker: So we do not have to pay to cut the tree down.

Mr. Pawelczyk: That wasn't your question. Your question was who would pay for a tree root running under the sidewalk, onto the private property that damaged a pipe. The answer is that is not CDD property. It's the private property owner's responsibility. The property owner can cut that tree root at the property line, in accordance with applicable codes and rules for tree trimming.

Ms. Schoonmaker: I see that, but if the tree continues to cause damage, who's responsible for removing the tree? We had a lot of people remove trees numerous times because of tree roots. They are not going to go away.

Mr. Pawelczyk: That is the reason this Board adopted the Swale Tree Policy in 2013.

Ms. Schoonmaker: I agree, but who's going to pay to cut down the trees? It's continually causing trouble to sewer and water lines.

Mr. Pawelczyk: They can petition the Board to cut it down, pursuant to the Swale Tree Policy, if its damaging CDD infrastructure.

Ms. Schoonmaker: Actually, we have a tree that's on your property where tree roots are going in my sewer line. If I don't want you to cut it down, what can I do?

Mr. Pawelczyk: You can take action to prevent it from happening. Let's say that you have the same situation, and you decided that you can't take it anymore and want to get rid of the tree? If it meets the criteria under the current Swale Tree Policy, you can ask the Board and the Board can decide to move the tree. I think the criteria is for damage to District infrastructure, such as roads and sidewalks. If you as a homeowner wanted to remove it, and fund it, you should still come here and ask for approval. The CDD is not responsible to fix your problems. I just wanted to clarify them, because we are constantly facing this issue. You are accepting ownership of the trees on CDD property. We enforce maintenance. We are accepting ownership of those trees that were in place before that resolution, which was adopted in 2013, because that resolution says, "*Thou shalt not plant any more trees in these tiny swales*", except for palm trees.

Mr. Showe: It said no trees.

Mr. Pawelczyk: We are not accepting ownership of them, but it's our problem.

Ms. Schoonmaker: The argument is that the original owner paid to plant the trees and that's where the confusion is.

Mr. Showe: Pursuant to the original resolution, we have to notify the homeowner, at least five days prior, that we are going to remove the tree. They have the option to say, "*I accept responsibility for whatever damage occurred*".

Mr. Scheerer: I will fix your sidewalk.

Mr. Showe: The homeowner has an option if they choose to what to keep that tree.

Ms. Schoonmaker: But they have to pay for the repairs.

Mr. Showe: Correct.

Mr. Pawelczyk: In 2013, the Board at the time recognized that the trees were gorgeous, but sometimes they have maintenance problems. If the homeowners really want to keep it, we at least want to give them notice. The intent of this agenda item, is for us to update the policy.

Mr. Showe: Its more an update of the current policy.

Mr. Pawelczyk: Once its updated and approved by the Board, we have a document that can be included in the newsletter and placed on the website, so it's clear.

Ms. Schoonmaker: Could you send me a copy via email?



Mr. Showe: It's in the agenda. We will put it out of one of our agenda books before we leave. Right now, these are just recommendations. What we put together for the Board are bullet points of what we think should be in your revised resolution. If you concur, at the next meeting, we will bring back an updated resolution that has all of these things in it and any other suggestions.

Mr. Wilkerson: I suggest that you address the safety condition and issues.

Mr. Pawelczyk: I can address that. If the CDD knows of a dangerous condition, the CDD fixes it and removes the dangerous condition.

Ms. Witcher: Do you have one in mind?

Mr. Pawelczyk: If we don't know about it, we can't fix it.

Ms. Witcher: If you walk the neighborhood and see that there's a problem, such as a raised sidewalk, let us know.

Mr. Haynes: It's not the sidewalk. The tree root comes right out of the ground, so there are safety issues.

Mr. Pawelczyk: If there is an issue, and you see it, you need to let somebody know about it.

Mr. Haynes: I just did.

Mr. Pawelczyk: Where is it?

Mr. Haynes: Across the street from 319 Sandhurst Drive.

Mr. Pawelczyk: At the same time, just so you know, the law is very clear. If the CDD's tree is in the swale, for those of you who don't know what a swale is, it's the area between the sidewalk and the street. That's part of the right-of-way (ROW), that's owned by the CDD. If there's a tree in there, and let's say the stump is sticking out and we didn't cut the stump, if somebody walking their dog in the swale and trips over it, the CDD is not liable, because you are not supposed to walk in the swale. There's a sidewalk right next to it.

Mr. Haynes: I'm asking you to address the safety issue.

Mr. Pawelczyk: If there's a particular safety issue there that we don't know about, and it's not obvious, they will probably get around to it, once a year when they do their sidewalk inspections. You just need to let somebody know.

Mr. Showe: Are there any other comments? If you want to look at it over the next week or so, provide me any comments and we can make sure that gets added to the next agenda.

Mr. Pawelczyk: So that I understand what we are doing, we are going to take the old resolution that was adopted in 2013, and replace it with an amended and restated resolution to include these other policies, so if Sandy wants to know what we can and cannot do, they would just refer to that one document. Just so the Board understands, Mel, Jason and I talked about this and came up with these bullet points, in response to resident questions. We are a step ahead of you. Those are good points.

Ms. Schoonmaker: Ownership of the tree was the largest issue, regarding who was responsible for the tree. Thank you.

**E. Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2017**

Mr. Showe: Their charge of \$3,300 is in line their prior bid and included in your budget for Fiscal Year 2018. There was a change in the Statute, so we are trying to get all of the audits started earlier. We recommend approval, unless there are any comments from the Board.

Ms. Witcher: Why were changes made? Was there a change in the law?

Mr. Showe: A couple of years ago, I think you had to get the audits completed by August 1<sup>st</sup> and they moved up all audits to be completed by June 1<sup>st</sup>. Now we have to get the documents signed in October, to make sure the audits are completed on time.

Mr. Pawelczyk: If those are late, we get chastised by the State over and over again.

Mr. Showe: Once you are on that list, we try to complete the audits early.

Mr. Pawelczyk: I'm sure that each of us has Districts that are on the same list, because they are always late; thankfully, that's not you guys.

On MOTION by Ms. Witcher, seconded by Mr. Bosseler, with all in favor, the Agreement with Grau & Associates to provide Auditing Services for the Fiscal Year 2017, in the amount of \$3,400, was approved.

**FIFTH ORDER OF BUSINESS**

**CDD Action Items/Staff Reports**

**A. CDD Action Items/Potential CIP Projects**

Mr. Showe: The only item that we have on the Action Items List are the benches. We ordered those for Balmoral Park. We are just waiting for the final proposal and then we will install them as quickly as we can. We started a list of the Capital Improvement Program (CIP) projects. I know that we wanted to keep that open for discussion at a later meeting. If you have

anything that you want to add or change, we will include it. We had Kenneth Horn Pressure Washing scheduled to do a soft soap cleaning every six months. He would like to start on October 16<sup>th</sup>. The cost is \$1,900. We agreed to it, but I wanted to bring it to the Board to see if there were any issues with him doing that cleaning; otherwise, he will proceed.

Ms. Witcher: Subject to another hurricane or flooding?

Mr. Showe: It's always subject to the weather.

Mr. Mills: I think Ken has done a great job. I looked at the sidewalks and I think they are cleaner now that they have ever been.

Mr. Showe: He puts soft soap down and then rinses it off. I will get him started on that. The other item is we received a request from someone who had some pests in the lake behind their home. We received some quotes to treat them, but they are incredibly expensive. It's about \$600 a treatment, just to apply chemicals on top of the lake. They recommend that you do that for a minimum of six months, which equates to \$3,600 as a temporary solution. The permanent solution is a \$6,000 aeration system that goes into the lake; however, it has to be cleaned every two months for \$300, so the total amount is approximately \$6,400. That's only for one lake. You probably have that problem at multiple lakes throughout the community. Typically, these types of pests they have a short life span, and unfortunately that's the price you pay for living on a lake. At this stage, I don't know that I would recommend spending that kind of money to treat one issue.

Mr. Bosseler: What kind of pests?

Mr. Showe: Midge flies.

Ms. Witcher: If you can get your pest control company to spray your yard and your house, you don't have any problems.

Ms. Hernandez: In the one case that I'm aware of, they sprayed, but because they are in the lake, they just keep coming. It has to be treated in order to stop the problem.

Ms. Witcher: I'm not in favor of doing it.

Mr. Mills: I agree.

Mr. Showe: It doesn't seem like there's support for it at this point. We have the proposals, if at any point, you change your mind. That's all I have.

Mr. Mills: Jason, I asked you to come up with a list of projects that we were going to talk about. Why don't you add that to the Action Items List?

Mr. Showe: If you want to do that, I have to get a price for every lake in the community, because the \$6,000 price is just for one lake.

Mr. Mills: Then forget it.

Mr. Showe: That's all I have, unless there are any questions. Not hearing any,

B. Additional Staff Reports

i. Attorney

1. Presentation of 2017 Legislative Session

Mr. Pawelczyk: The only item on the agenda is the Legislative update. There are two changes. The first deals with changes to the Public Records Law. Within the last two years, we talked about public records requests. They are nuisances, where Jason's firm will receive 50 public records requests, one for each District that you know they really don't want. There have been instances where people request public records because they can sue for attorney's fees. I know it's hard to believe that a lawyer might be involved in such a scam, but it does happen. This makes it difficult for frivolous lawsuits to occur. Before the filing of a lawsuit, the custodian of the public records must receive a written request. The court would determine whether the request was for a proper purpose, and if frivolous, the Governmental entity was entitled to receive attorney's fees from the requesting party. In other instances, they would not serve Jason, but serve your Security Company with public records requests. That Security Company may not know what to do with it. Even though we include, in all of our contracts, a public records notice provision, where if you receive one, call Jason. Some of those requesting the records are community activists and their attorney reaped the benefits of it. They were filing these public records requests, and when there was no response, they filed a lawsuit and received attorney's fees. Now under this law, it says that to receive attorney's fees, you need to contact the Records Custodian, which is GMS - Central Florida, as referenced on the website. If you had a public records request, you don't give it to the City Manager. You serve the City Clerk, who is the Records Custodian. If you are doing what you are supposed to do, you are entitled to attorney's fees, because there's no excuse for Jason not to timely respond, and there's no excuse for the City Clerk not to timely respond. There is an excuse if the security contractor or the District Engineer did not respond. It provides some protection for local governments to avoid these nuisance suits, and make sure that public records requests go to the individual, who can

accumulate the public records for you. You can look at this at your leisure and if you have any questions, let me know.

Mr. Showe: On your website, there's a tab for public records. If you click on it, the required language is right there at the bottom of the website with a link to my email address, so there's no question on how you get to me, if you need to.

Mr. Pawelczyk: The second change will never affect the CDD. There is a new law that only applies to those public infrastructure contracts where the State of Florida provides more than 50% of the funding for that project. I think it's safe to say that the State of Florida is not going to fund any CDD projects. It could happen, but it's highly unlikely. It's basically a wage provision that prohibits us from setting wages in construction contracts. I would never include a wage provision saying, "*You shall pay your laborers x amount of dollars*", because that hurts you and you don't get the lowest price. The only reason I put it in there, is that it applies specifically to Special Districts. Those were the only two laws that were passed in the last legislative session. We do that for all of our Districts, and spread the cost over 130 Districts. We monitor the legislation throughout the Legislative Session, update it and in June or July, we prepare the memo and send it to the Board. I think District Counsel for other Districts do something similar. If there are any questions, please let me know.

ii. Engineer

Mr. Ossa: Originally before the hurricane, we were supposed to present the Lake Bank Evaluation Assessment. That is what this is. We had two major events, locally; Hurricane Irma and the rain event of September 31<sup>st</sup>. I was able to look up the local rain gauges. This area averages about 6.25 inches, and we received it all on Sunday night. There was some rain on Monday, but it still hasn't stopped raining throughout the week. After the hurricane, there was a lot of wind damage. The St. Johns basin was saturated with water and the water has nowhere to go. Alan and I drove around the entire neighborhood, right after the storm event on Sunday, to assess the flooding and any areas of concern throughout the community. Five locations were identified as having issues. One area was at 935 Chatsworth Drive. We will look at that area. The other area was at the corner of Chatsworth Drive and Old Tramway Drive. The wetland is flooding water into the sidewalk and street. The tennis courts were flooded, as well as the driveway coming into the Clubhouse. The fifth area was off of Baytree Drive, by the south entrance, closer to Deerhurst Drive. Regarding Chatsworth Drive, from the email thread that I

received from a neighboring property, that property sits off of Lake 13. Lake 13 ultimately has relief off of the wetland to the south. Obviously, with all of the rain, the relief structure is not letting out enough water in order to bring down the elevation of the lake, so everything is backing up. There is nowhere for the water to go, so it's coming out of the drainage structures. The flooding was consistent and in low areas of the drainage basin, where the structures are, which captured all of the water and carried it to the wetlands. All of these areas that we talked about were in a low spot. The pictures show that the water was high, so it's a concern with their property. There are several ways that we can go about it. The most in-depth way of doing it is to do a Drainage Study with a survey. We would have to model the entire basin, showing all of the water that contributes to that lake, and what the prior Engineer that designed the entire community did, prepare an assessment and a recommendation to the St. Johns River Water Management District (SJRWMD), in order to show what is happening. It's been a number of years, and the capacity that the system was designed for, doesn't have any more capacity for the following reasons. We are asking them to either widen the weir or make it deeper. That particular weir only has 6 inches from the way that the water comes in, to where it goes out on the other end, so there's not a lot of depth. The option would be to make it wider, but it now flows into a wetland, so it's a protected area, and we have to go through the full gamut of permitting with the SJRWMD. That's one option. The other option was adding more dirt, to address the slopes to bring them up, in order to prevent water from getting close to the properties. That would require some machinery to come in to dump dirt, restore it, dress it back and put in sod. The other option is cheaper and faster. That's an option for Lake 13, but it doesn't address the water coming out of the structure. It will only be alleviated by the level of the water on the lake. We can't alleviate the water on the lake, unless we treat or address the outfall. Those are the options that we have. The Board should let me know how you want to proceed on that location. The flooding where the sign going into the neighborhood was located, was trickier, because it was coming from a wetland that was not contributing water into that area; therefore, something is going on with the lake to the north. The CDD would have to be careful, but we can definitely treat around the areas. Again, maybe it's just a matter of putting in some more dirt and letting the water pond up and not letting it go over into the street and into the sidewalk to create the flooding. We would just keep the water in the wetland.

Ms. Hernandez: Like a berm?

Mr. Ossa: Exactly. The tennis courts are not CDD property. It's golf course property.

Mr. Showe: That's not a lake that we maintain or manage.

Mr. Ossa: On Monday, it actually looked good. You couldn't tell where the lake started or ended. It drained fairly well.

Mr. Showe: I drove through Chatsworth and all of those issues were resolved.

Mr. Ossa: Right now, with the saturation of the ground, it takes more time for the water to recede. We need for it to stop raining for the water to go down. It was still raining today. The standards are that it could hold water for 72 hours, before it actually dissipates. We had a significant rain event and the water was saturated from the hurricane, which exacerbated the situation that we have here today. I met with Sylvia at 407 Berwick Way, to look at Lake 1, which was behind her property. Lake 1 is part of our recommendation for the treatment of all of the stormwater facilities in the neighborhood. Obviously, since I have been involved with the community, going through all of the archives and different design plans, trying to put the pieces together and figuring out the intent of the engineer when he put this together, the neighborhood actually held up well, considering the amount of water. Obviously, there is some level of safety. Having water in the streets doesn't necessarily mean that the system failed, because the water in the street, is part of the entire system; however, over 5 to 7 inches of water in 24 hours, is a lot of water in a short period of time. Overall, it could've been worse. With regards to the lake bank evaluation and erosion, we identified five lakes as the protocol ones. I distributed a spreadsheet, where we identified the locations, the approximate linear footage that it is going to take to restore that embankment and a cost estimate. We used the cost for the work that was completed in 2016, which I believe was about \$40 per linear foot. The cost to do those five areas was \$26,000. Obviously, we will change it, add to it and manipulate it, once we are ready to bring the contractor out to do the work. These are just cost estimates on what that effort will be. With that same spreadsheet, we can build a program to address the next area of concern, just like the abatement program for the entire community. It could be a running spreadsheet to keep tabs of what was done, when it was done and what's next.

Ms. Hernandez: Have you ever tried rip rap around the lakes to prevent the erosion?

Mr. Ossa: I have on aquatics.

Ms. Hernandez: I know an incident where they had a lot of problems with this lake and they put rip rap around it and that was it. Twenty years later, it was still holding.

Mr. Ossa: Are there big boulders?

Ms. Hernandez: Yes.

Mr. Ossa: That's definitely an option, but there's a lot of machinery to bring in, which is costly. Obviously, it's something that we can look into. The only issue that I see with that is, if you put too much stone in, you take away volume from the lake itself, so we didn't want to do that either. That leads me to my second comment. From doing this exercise and from events that we had here recently, I think the issue that the community is having, is a two-part problem. It's the erosion eating up the embankments of the lakes, and the silt that's accumulating in the lakes, taking away the volume of the lakes. The problem is that, usually excavating the lakes again, to bring them to where they need to be, takes machinery, and most of these lakes are surrounded by people's homes, so their lawns will be disturbed. I guess we will have to find a happy medium, between the problem, how to address it and how to make the neighbors happy, without disturbing them too much with construction going on around them. I received an email from Maria about water coming from the golf course during the hurricane. It actually went off of the houses into Eddystone, which doesn't have any drainage. The first drainage structure is some ways away. We went out there again on Monday, to see what had happened and how that location handled the rain. It didn't handle the rain well. There's basically water on the borders of one house. The house sits fairly low and all of the water is coming into the house. I don't know how it works, but the CDD may be able to do install some French drains, some swales, something that would divert the water into Eddystone, and not onto the property. The property is a specific issue, because every other house in that cul-de-sac is higher and they do not have that issue. It's just this one particular house. That's all I have. Does anyone have any questions?

Ms. Hill: Yes. Could you tell us what the five lakes are?

Mr. Ossa: It was Lake 1A, Lake 5, Lake 7A, Lake 13 and Lake 21.

Ms. Hill: Where are the lakes located?

Mr. Ossa: Lake 5 abuts Suntree and Lake 7A is along Baytree Drive.

Mr. Showe: It's off of Bradwick Way and Daventry Drive. We have the same map on our CDD website.

Mr. Ossa: I will send you the PDF. Of course, if anyone has any concerns, let me know and we will go out there. We will evaluate it if we need to. This assessment is not set in stone. It could change depending on storm events like this.



Ms. Hill: When we were originally built, there was no construction west of I-95. It was basically a swamp.

Mr. Ossa: I-95 was there.

Ms. Hill: Yes, but there was no construction on the other side.

Mr. Ossa: I don't think there are any adverse to the construction in the west. It's just that the location of the neighborhood which is literally on the low end of this area. As you know, Baytree abuts wetlands that everyone else is draining into. The wetland is a protected area, so we can't just go in and make modifications to the existing system, without getting the proper permits. There is liability to the CDD, but we make a modification to an existing structure, we will flood somebody else downstream. It is a delicate matter, so we need to have different solutions. Right now, we will try to address the more concerning areas.

Mr. Bosseler: On your chart, you reference seven lakes that need work. They have a dollar amount next to them.

Mr. Ossa: Only six have issues.

Mr. Bosseler: One Lake 8, you have two projects.

Mr. Ossa: There might be different locations for the same lake. The spreadsheet is broken down by lake and lot numbers, to addresses abutting the lakes. We did an approximate measurement to the embankment, at the time when we did it.

Mr. Bosseler: Do you recommend that we wait until we get past the hurricane season?

Mr. Ossa: Yes.

Ms. Witcher: Is the dry season in January.

Mr. Ossa: January would be a good time. It would be less expensive and easier for the contractor to do the work. Any work at this time is not a good idea.

Ms. Witcher: We have a December 7<sup>th</sup> meeting.

Mr. Bosseler: Let's put it off until then.

Mr. Showe: If you want, you could bring a not-to-exceed proposal back.

Mr. Mills: Put it on the Projects List.

Ms. Hernandez: This hurricane even caused problems with the other lake. In Eddystone, there is a hill on the golf course property. When the water was flowing down, it looks like rivers on each side of a house. The river flowed down and flooded the street.

Mr. Ossa: That particular house definitely has an issue.

Ms. Hernandez: The water was a problem everywhere. That's what the swales are for, which is to get water off the center of the property, to bring it in between the properties and into the street.

Ms. Witcher: I know, but it flooded.

Mr. Ossa: The middle of the cul-de-sac needs to be graded.

Ms. Witcher: I think the problem is the alignment of the golf course.

Mr. Ossa: The golf course definitely contributes to it, but it's the grading in that area. The other houses seem to have berms all around, but this one particular house doesn't.

Ms. Witcher: Could we allow for that, in order to get the water to go around the house.

Mr. Mills: We have to remember that the rain we have been recently receiving, is totally out of perspective from what we could ever expect.

Mr. Ossa: Yes.

Mr. Mills: We had a lot of rain. To my knowledge, a 100-year flood was used to design Baytree.

Mr. Ossa: The way that design works, is for one 100-year event in 24 hours. It's dry after that. We haven't had the case where it continues to rain.

Ms. Witcher: Is that going to affect any other parts of our infrastructure, because we were already having problems with our wells collapsing because of all of this water?

Mr. Ossa: There's a chunk of asphalt missing from drywall by the golf course. They had to close off that driving range.

Mr. Showe: We are going to have to keep an eye on all of the infrastructure to see if the water causes any potholes. I think the wall collapse had more to do with the drought than anything else.

Mr. Wilkerson: I was on Nextdoor and Carol is exactly right. The amount of water was probably the size of a couple of football fields. The standing water during the storm was 30 to 40 inches, which equates to about a quarter of a million gallons of water. The wall broke loose and came down on both sides of our property and the adjoining properties. It took the better part of six to seven hours for the water to subside. Just walking around my house, I was standing in water 8 to 10 inches deep. I'm doing this primarily to keep the water out of my house. My wife put towels down by the sliding glass door, to clean up the water. In looking at the design, first of all, the County approved it. There was some very poor engineering there. I'm an aerospace and

information systems engineer and dealt with a lot of problems like this. The fact that there was a poor design, and the fact that there was a small drain, the water and the landscape were sloping in the opposite direction, so the water never reached the drain. This probably bothers me more than the runoff water, because there was contamination. I will probably go to the County Commissioners and suggest that they look into this. Its either that or this committee comes up with a solution that requires the golf course to re-design it. I asked them once before in correspondence, to consider re-designing that portion of the golf course, long before these storms happened. The water was up to my pool deck, and Maria had the same issue. She probably had four or five inches of water covering her pool deck. The water was pouring down. I thought about directing the water to the street.

Mr. Ossa: Are we talking about Eddystone?

Mr. Wilkerson: Yes.

Ms. Hernandez: Is there any way that we or the residents can get the golf course to put some drains in, so that the water goes into the drains, rather than on someone's property?

Mr. Pawelczyk: The CDD can't because it doesn't impact the CDD's drainage.

Ms. Hernandez: So a resident could go into the golf course?

Mr. Pawelczyk: It sounds like a civil matter between a homeowner and the golf course.

Mr. Wilkerson: The existing drain on the golf course cannot handle the water.

Mr. Pawelczyk: The CDD has no jurisdiction over private property, so we can't dictate what you do on your property and can't dictate what the County does. We are not affiliated with the County.

Ms. Hernandez: Most people don't understand that the golf course is a separate property. It has nothing to do with us.

Mr. Wilkerson: It adjoins my property.

Ms. Hernandez: I know.

Mr. Wilkerson: Especially in normal rains. The chemicals and the seed that they use on the golf course destroyed my yard, because the type of grass that they use on the golf course, is not consistent with what we have around our homes. There are multiple problems. There's a health issue and a management issue. I request that we take this on as an action item. If not, I have no choice but to go to the County Health Department to shut that golf course down. I can shut it down quickly. It's not a threat. It's just something that I feel, we as a community must do

to protect our own homes. The water flow between the houses, in a matter of six or eight days, will undermine the concrete slab, and the next thing you know, we will see cracks on our wall, where the water has washed out the support structure. Now we will really have an issue and our property values will drop because of these types of conditions. It's up to us, on how we want to do this and what we can do. I prepared a brief that covers what I am talking about. I have 13 to 14 items that should be addressed and could be addressed. My response to the Golf Manager, when I told him that we had a problem, was "*Well I don't do that.*" I wrote to corporate and they said, "*Send me what you think*". I did, but there was no response, so they are not going to be very cooperative, because I'm not getting through to the right person. It's disturbing to know that the towels were wet when the water bumped up against the flashing on the doors coming into the house. I'm sure that Maria feels the same way, because I walked out and looked at her property. I walked down to see where water was flowing. The reality is that the slope of the land and the landscape for that area, is facing away from the drainage system. Even if it wasn't, there was water well above my knee, so that tells me that the drain is either blocked, or inadequate to do the job that it was designed for.

Ms. Hernandez: Does the County have any jurisdiction?

Mr. Pawelczyk: I honestly don't know enough to comment on it. The only thing that I can say is that if it's not part of the CDD stormwater system, it's not a CDD issue, because there's nothing we can do. We can't dictate what a private property owner does. It's not impacting the CDD system.

Ms. Hernandez: So the fact is that it's on private property.

Mr. Pawelczyk: That's not what I said. If it's not causing an adverse effect to the CDD's stormwater system, and it's a golf course system problem, which are two separate systems, he should be going to the Water Management District and the County to address the problems between the golf course and this private property. We can't control that system.

Ms. Hernandez: The Water Management District may or may not do anything.

Mr. Pawelczyk: I'm just saying that, because I don't know enough about it, but from what I'm being told, it has nothing to do with the way that the CDD system is designed.

Mr. Showe: That is correct.

Mr. Pawelczyk: It's really not an issue for us, but that doesn't mean that it might not be. From what you are telling me now, it is not.

Ms. Hernandez: It could be because it's going to affect the cul-de-sac.

Mr. Pawelczyk: That's not what we were told.

Mr. Ossa: Its runoff coming from the golf course property, onto the private property.

Mr. Pawelczyk: It's my understanding that, by law, you must retain your stormwater on your property, unless you have a permit to release it somewhere else. Right?

Mr. Wilkerson: Right. There's a small drain, but I have no idea where it goes or what it does, but it's not ours.

Ms. Hernandez: It's not ours.

Mr. Wilkerson: What you are telling me is that the only other solution we have, is a court solution.

Mr. Pawelczyk: I'm telling you that this body can't do anything for you. We only manage, operate, maintain and fund the CDD infrastructure, which is the CDD's stormwater system. We don't have anything to do with the golf course drainage system. There are lakes in this community that look like they are owned by the CDD, but they are not. The front lake, as you come in the gate, is not the CDD's lake, so when people call Jason to say that there are algae in the lake, Jason calls the golf course and says, "*Your lake is dirty. See if you can get it cleaned because we are getting a lot of complaints*". We have no authority to touch that lake. Is that the perfect way to set up a District? No, but these people out here know that the developer didn't exactly leave them with something that they are entirely happy with. If you are going to bring this up, you need to talk to the Water Management District and Brevard County, as they have jurisdiction over stormwater issues. Your solution may be court, if you can't work it out with them.

Mr. Wilkerson: The cost to prevent that kind of flooding is significant, probably over \$50,000. I documented this, and at this point, you have to defend yourself. I did things that I felt like and I will stand up in court, if it comes to it.

Ms. Witcher: Do you have flood insurance?

Mr. Wilkerson: I have all the insurance that I can have. That's not the solution. I don't need to deal with this every time the storm season comes. It's a simple solution. The golf course can actually put a lake in the middle of their course for the runoff.

Mr. Pawelczyk: You need to talk to the Water Management District about that.

Mr. Showe: We have no authority.

Mr. Pawelczyk: This CDD can't tell the golf course what to do. In fact, the reason why we meet here is because they let us meet here. We can't make them let us meet here.

Mr. Wilkerson: Can I rely on your support?

Ms. Witcher: There's nothing that we can do.

Mr. Pawelczyk: There's nothing the District can do to address those issues on private property. If it's part of the CDD's stormwater system, or its going to impact it, or the solution is to include the CDD's stormwater system, that's different, but that's not something for the CDD to address, until the County or the Water Management District comes back to us and says, "*We would like your assistance to resolve this problem*".

Mr. Wilkerson: So you are part of the CDD and the golf course is a specialty property.

Mr. Pawelczyk: No. I am the Lawyer for a CDD that has limited powers under Chapter 190, Florida Statutes. I'm telling you that this CDD has no power to tell the golf course how to address these drainage problems, because those drainage problems do not impact the CDD's system.

Ms. Hernandez: If they destroyed the street, that might be a different mater, right?

Mr. Pawelczyk: It could be, we just don't know. This really isn't the forum to deal with it. This is a civil matter between two property owners.

Mr. Showe: Correct.

Mr. Pawelczyk: It doesn't involve the District at this point, unless he's asking the District to come up with a solution to include that as part of our system, but that would require numerous easements to solve a problem between two private parties. I'm not saying that it can't be done. We will have to find a way. He needs to talk to the Water Management District and Brevard County, because he has issues with the neighboring property owner whose runoff is running off onto his property.

Mr. Showe: Correct.

Mr. Pawelczyk: That's what I think he needs to do. We are going to move on, as this is BCA business and he can talk to us after the meeting. The only business before us is CDD business, not business between two private properties.

Mr. Wilkerson: This is private property, but the water runs into the street and the sidewalk. I receive letters from the community telling me to clean my sidewalk.

Mr. Showe: It's the same function. This Board has no control or jurisdiction over the water runoff issue.

Mr. Mills: Let's move on.

Mr. Showe: We will have the District Engineer bring back some lake bank proposals for the next meeting, so that we can start to take some action.

iii. District Manager's Report

1. Field Manager's Report

Mr. Showe: We emailed the Field Manager's Report in advance of the meeting.

Mr. Scheerer: I want to discuss the hurricane. There was a lot of effort into preparing Baytree in advance of the storm. GMS and Tropic-Care worked in concert with the community. We removed the gate arms, came back out after the storm and did an assessment of the community and put all of the pool furniture back. The pool was closed, until our pool provider could clean the pool, balance the chemicals and make sure that it was safe. I had some question about using the pool if the power was out. The Department of Health dictates under the Florida Administrative Code, that if you have no circulation or flow, you cannot legally keep your pool open. We had a couple of angry residents that were hot because they had no power. That's one of the reasons why we can't do it. Security stayed as long as they could. Before they left the property, questions came up, but they returned as quickly and safely as they could, once their families were taken care of. I know that a lot of employees from landscaping companies, maybe not necessarily here, chose to leave the State and it took a while to get their employees back. Overall, the Hurricane Preparedness Plan, included checking the storm drains back in May and June for debris and working with everybody here. Timothy Baldwin, with GMS, was involved, along with a couple of other staff members. I think everything went well. As far as the Field Manager Report, the pool was closed. They are working to get here before 9:00 a.m. We replaced all of the furniture before and after the hurricane. The pool gates were locked for that reason. We removed and installed barrier gates before and after the storm. After the gates were reactivated and we put the arms back on, the resident gate at the main entrance stopped working. A loop detector failed. It was coincidental. I don't know if it was storm related or not. It took a few days to get the guys out here to replace it. We apologized for the inconvenience. The camera systems are all working. Ecor Industries is keeping the lakes clean. They worked well here before the hurricane and after. The lakes are full, so the inlets are full, which the District

Engineer evaluated. We have been meeting with Tropic-Care consistently. We met with them on Monday, addressing some ongoing damages that are still here from the hurricane. Obviously, the main concern for everybody, was making sure that trees were not blocking sidewalks. We still have some downed trees that we will get to, as we come out to complete the hurricane cleanup. We have some damage on Kingswood Way. We have been dealing with Mike and Dave from Tropic-Care to get the sod and plants replaced. When Christian and I were out here, we were looking at that swale that the Board approved on Kingswood by the Credit Union. It seemed to function extremely well. I thought that I would have water all the way up to the road, but it seems to be performing as designed. The Board did a good job in approving that. A new well was installed. It is working at this time. Some trees are still down on the Suntree bank. I want everybody to know that we are not ignoring those. The problem is that it's so soft over there that we can't get any equipment in. We are calling for a 50% to 60% chance of rain all week. There is another tropical event in the Gulf, so we are not out of the woods yet.

Mr. Showe: That is throughout the property. There were also trees down. They just didn't get to them.

Mr. Scheerer: They need equipment to get back there. The flagpole was damaged during the hurricane. We are planning to get that replaced as soon as possible. The locks on the rear message board were replaced. As Christian said, we met and reviewed all of the lakes on Monday. We had fire extinguisher inspections at both gatehouses. Both of them passed. We have two nets down at the tennis court. We are working to get the poles back up. We know that we have a lot of tennis players who want to play. Some trees were down at the bocce court. I saw some debris there when I pulled in today. Hopefully Tropic-Care removed them. We adjusted all of the light timers after the storm. The sign company was called to come out to straighten and replace a couple of signs. Some signs were turned around. One is down and a couple are leaning. Regarding the main guardhouse roof, I didn't see it today, but a few days ago, it looked like a shingle or two popped up. The contractor was called and they are aware of it. We have additional shingles at the rear guardhouse that were left over from the initial work. I want to thank all of the staff members and everybody that prepped and came back after the storm to get things back in order. We will continue to do that going forward. I would be happy to answer any questions.

Ms. Witcher: The first thing that I want to say is that all of you did a stellar job.



Mr. Showe: Thank you.

Mr. Mills: Alan, were there extra slates left over from the roof of the guardhouses?

Mr. Showe: I talked to John's Roofing and they are aware of it. They will take care of whatever extra supplies we need.

**SIXTH ORDER OF BUSINESS**

**Treasurer's Report**

**A. Consideration of Check Register**

Mr. Showe: In your General Fund, we have checks 52982 through 53020 for \$84,981.68, checks 67 through 69 in the Capital Projects Fund for \$21,852, check 12 in the Pavement Management Fund for \$1,089.50 and \$922.67 for the August 2017 payroll, for a grand total of \$108,845.85. Alan and I can answer any questions about those invoices, if you have any.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the Check Register was approved.

**B. Balance Sheet and Income Statement**

Mr. Showe: No action is required by the Board. It is unaudited. We collected all of our assessments and are in good shape.

**SEVENTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation of Maria Hernandez**

Mr. Showe: We received a resignation on August 2, 2017 from Ms. Hernandez, who would like to make it effective November 7, 2017. Unfortunately, this is more of a formality.

On MOTION by Ms. Hernandez, seconded by Mr. Rizzotti, with all in favor, the resignation of Maria Hernandez, effective November 7, 2017, was accepted.

Ms. Witcher: We want to thank you for your service.

**B. Discussion of Board Vacancy**

Mr. Showe: Obviously with Maria's term ending on November 7, the vacancy would be effective at your next meeting. Typically, we place an announcement on your website. I can

also send out an announcement through the BCA and have them put a notice out. If anyone is interested, you can send me any letters of interest, or resumes and we can forward them to the Board for their consideration at a later meeting.

Mr. Pawelczyk: Maria might have someone to recommend. As we explained in the past, there's no set way to do this. According to the Statute, the Board must appoint somebody to fill her unexpired term. For those residents, out there that may be interested in doing this, there are some things that everybody has to follow, which you guys are well aware of. There is the Ethics Law through Chapter 212, which usually doesn't come into play too much, because we don't have relationships with our landscape contractor. Most of you are not in that business or have family in this business. There is also the Public Records Law. That's why emails are kept separate. If there's a request, you would use Jason to maintain your emails. He maintains them in his system, so you don't have to deal with it. Of course, there's the Sunshine Law, which some people find difficult to do business, but I certainly don't believe that. I think business needs to be conducted here, which is the intent of the law. Any business that could possibly come before this Board should be discussed at this meeting. The Sunshine Law requires us to take minutes, which we do. It also requires that the meeting be noticed, at a location that is accessible to everybody. The biggest concern that new Board Members need to keep in mind, is the Sunshine Law. We use our Manager to communicate with each other, not in an effort to validate the Sunshine Law, but to make sure that there is no Sunshine Law violation. In other words, if Board Members want to distribute something, it should first go through the Manager to distribute to the Board, not necessarily for discussion, but for informational purposes, to be discussed at a future meeting. Regarding potential Board Members, once you replace a Board Member, I think you should go through your areas of responsibility. You can see if you want to change those.

Mr. Showe: We typically do that at the December meeting.

Mr. Pawelczyk: Regarding the areas of reasonability, Maria is the liaison to the Manager, to offer suggestions and focus on the lakes or financial issues.

Ms. Witcher: Or security issues.

Mr. Pawelczyk: The purpose is so Jason can address issues with a Board Member at a Board meeting. It allows you guys to not focus on private issues. Maybe focus on one, but it doesn't prohibit you from making suggestions on an area that is not your responsibility. I'm

only repeating this, because we have people in the audience who may be interested. It will help them to understand better what their role is, or they can ask Jason questions after the meeting. There is a financial disclosure requirement. I have to file as District Counsel and Jason has to file as District Manager. It's not very onerous. That is not a Sunshine Law issue, so if you have issues, you can talk to current Board Members about that.

Ms. Witcher: You must file that form.

Ms. Hernandez: Do I have to file one to leave the Board?

Mr. Pawelczyk: You have to file Form 1F.

Mr. Showe: We will get that to you after November 7<sup>th</sup>.

Mr. Pawelczyk: You have 60 days from November 7<sup>th</sup>, to file with the Brevard County Supervisor of Elections. If potential Board Members have questions, I encourage you to contact Jason ahead of time.

Ms. Mills: I'm not a potential Board Member, but I have a question. Does the CDD preclude any BCA member from serving on the CDD Board?

Mr. Showe: The Florida Statutes don't have any restrictions, but you must be a qualified elector, meaning that you must be 18 years old and a registered voter within the District. Those are the two qualifications.

Ms. Hernandez: Do they have to be a homeowner?

Mr. Showe: Technically, you do not have to be a homeowner to serve on the Board, but you have to be a registered voter, 18 years of age and reside in the District.

Ms. Hernandez: On the BCA you have to be a homeowner, but not to serve on the CDD Board.

Mr. Showe: The HOA is different.

A Resident: So I can live across the street?

Mr. Pawelczyk: No you can't, because then you are in violation of the Registered Voter Laws, because you are registered to vote in an area that you do not reside in. Basically, if you are a renter, you could run if you are registered to vote.

Mr. Showe: As Mike pointed out, if several members of the CDD Board are also on the HOA, it could make your HOA meetings difficult, because they are going to be subject to the Sunshine Law. We typically caution you to only have one member of the CDD that is also on

the HOA Board, but there's no requirement. If they can maintain the Sunshine Law and do both, then it's fine.

Ms. Witcher: I had to leave HOA meetings when there was more than one of us there.

Ms. Hernandez: So have I.

Mr. Pawelczyk: From a Sunshine Law perspective, if you are very active in the community, you would be restricted if you were on this Board. For some people, it's not the right decision to serve on the Board. If anyone has any questions, including existing Board Members, let Jason or I know after the meeting, or before the December meeting.

Ms. Witcher: If Jason sends you an email, don't reply to all or discuss it with anyone on the Board. You have to think about yourself and wait until the meeting, so we can discuss it here.

Mr. Pawelczyk: You can discuss it with staff. Your role is to discuss what Jason presented to you in the agenda package and make a decision.

Ms. Hernandez: If you are meeting with another member of the Board, to discuss something that you might vote on, you can be fined a lot of money.

Mr. Pawelczyk: I think one person in the State of Florida has gone to jail for violating the Sunshine Law. The worst part is the accusation that you violated the Sunshine Law, because it's a hassle. Just to give an example, I have a case where one Board Member accused another Board Member of violating the Sunshine Law. There's a probable cause investigation and there's a probable cause hearing in Tallahassee. We told them that we couldn't represent them, because I was a witness and had to hire their own counsel, so they did. There were investigations and a probable cause hearing in Tallahassee. They found out that there was no violation, so the Board Member came back and submitted a bill for \$35,000 in Attorney's Fees. That Board Member cost the community \$35,000, and now what's happening is, the Commission on Ethics is looking at the Board Member who made this accusation, to see if that Board Member should pay the Attorney's Fees. I don't know if that's going to happen, but that's an example of how you should think before you act. We scheduled a budget public hearing at 6:00 p.m., and I said "*Do not go to dinner together before the hearing*". Why? Because even though you are not going to talk about the budget, there is the appearance to the community. We try to teach our clients to avoid the appearance, but that doesn't mean you can't be friends and spend time together on the weekends. We are just saying to avoid that appearance.

Ms. Witcher: It's hard because you could be at a party and the entire community is there, and there are three Board Members in the room.

Mr. Pawelczyk: The best thing to do is to say, "*I can't talk about that*" or "*we can't talk about that here because we are not at a Board Meeting*". A Sunshine Violation only occurs if Board Members are discussing the item, not the fact that you said something to Mel, but that you started the discussion. That's the appearance. You should try to avoid that.

## **EIGHTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Ms. Witcher: I don't know if you remember my neighbor, Elmer Helms. He moved out about three years ago and lived here since the community started. He passed away.

Mr. Mills: Has anyone heard about Mr. Bullock?

Mr. Pawelczyk: Yeah, it's not good. We can discuss that after the meeting.

Ms. Hernandez: I just want to give my report. The sheriff's office continues to stop speeders in Baytree. I affixed 16 transponders since our last meeting. So that the Board is aware, I told Jason that until you get a new Supervisor, I will be happy to handle transponders for people who work during the day and need them affixed in the evening. The Baytree Ladies luncheon will be at Squid Lips on Monday, October 9 at 12:00 p.m. If anyone is interested in joining the group, please let me know. This is my last meeting, as a member of the Board. It's been a pleasure serving the people of Baytree. I have enjoyed working with our outstanding staff, Jason, Alan, Mike and Chris. I would like to thank them for their hard work on the behalf of Baytree. We have an outstanding group of professionals who work for this community. They do a marvelous job and I think that we should all be grateful to them and thank them now and then. It's been a pleasure to work with them and I wish them all the best. Thank you. That's all I have.

Ms. Witcher: Thank you, Maria.

Mr. Mills: I spoke to Wayne about Suntime. They have a unique situation. After the hurricane, they sent out to all homeowners, a preferred list of contractors that they recommend. Of course, they assumed no liability whatsoever. It was just a recommended list of roofers, plumbers, carpet cleaners, etc. I thought that maybe, it would be a good idea if the BCA or CDD could get together to come up with a list of preferred suppliers or vendors that we can use for the citizens of Baytree. My roofer categorized everything by location and Baytree happened to be

the second location on his list. He was taking care of everybody in Baytree and surrounding areas, at that particular time. I'm just mentioning it. We don't have to act on it. I thought it might be a good idea. The other thing is that the BCA needs to communicate to every resident to keep their garbage out of the gutters, because when we have a lot of rain, it washes down the drains and clogs the drains up and we have issues. Lastly, I mentioned to Jason that it looks like the neighbors across the street on National Drive are also putting their yard waste on CDD property.

Mr. Showe: Unless we catch them or have some proof, it's difficult to manage that, at this point. I know that we are putting some plant material there as soon as we can, but that can't go in until debris gets picked up.

Mr. Mills: We can stop by and say, "*We noticed that there is trash there, whether you put it there or not and are asking you please not to*".

Mr. Showe: I will send some notices out.

Mr. Mills: We don't have to accuse them, but just tell them that its CDD property.

Mr. Showe: I will take some pictures on the way out.

Mr. Mills: Maria, I want to thank you very much for all of the hard work that you provided to the residents of Baytree. You have done an outstanding job. You have certainly looked out for the best interests of everyone there.

## **NINTH ORDER OF BUSINESS**

## **Public Comment Period**

Mr. Showe: At this time, we will take audience comments. Please state your name and address and try to keep your comments to three minutes.

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. I don't know where we are at the disposal of hurricane debris by Brevard County. Are we at the bottom of the list, middle of the list or on the list at all?

Mr. Showe: I called several times, at the request of some residents. They will not give me a time frame. At this point, I would encourage you to just keep calling. Unfortunately, the CDD has no standing. We are at their mercy.

Mr. Mills: Have you called Commissioner Smith?

Mr. Showe: No. You might want to call him and let him know that he can do something for Baytree.

Mr. Showe: I will send him an email. He does read the minutes.

Ms. Witcher: I asked my yard contractor. I paid him and he picked up my debris and hauled it away. Our cul-de-sac is clean. It is a matter of how bad you want to clean your area. You either wait, or pay for somebody to come and get it

Mr. Wilkerson: I understand that you will not address the stormwater issue.

Mr. Showe: We can't address it.

Mr. Wilkerson: What about the water that falls on your property that runs down the sidewalk? Is that different runoff?

Mr. Showe: I think it's the same runoff issue, according to our District Engineer. At this point, we don't have standing on that issue.

Mr. Pawelczyk: If you have information that you want to present to Jason for him to review and present to the Board, you can, but this isn't the forum to ask the Board to make a decision on something that it has no information on, other than what you told us. Nobody knows what is going on, other than the fact that its runoff from the golf course. That's all we really know right now. Just because water meets the sidewalk in front of your house, you can address that as the property owner to prevent that water from dirtying your sidewalk.

Mr. Wilkerson: The only way I can prevent it is to let it run into the street.

Mr. Pawelczyk: You can't do that because that is CDD property. Like I said, this really isn't the forum to discuss this.

Mr. Wilkerson: There are several places in the community where water is standing on the side that is discoloring the sidewalk.

Mr. Pawelczyk: Identify those areas for us and CDD staff can look at it.

Mr. Showe: Are there any other audience comments? Not hearing any, we need a motion to adjourn.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Witcher, seconded by Mr. Bosseler, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## **SECTION V**



TROPIC-CARE OF FLORIDA, INC.  
LAWN CARE AND LANDSCAPING SPECIALIST  
7635 Progress Circle  
West Melbourne, Florida 32904  
(321) 724-5333  
(321) 724-1078 FAX LINE

THIS AGREEMENT entered into this 23rd day of September, 2017, by and between TROPIC-CARE OF FLORIDA, INC. OF BREVARD, FLORIDA AND The Baytree CDD.

JOB NAME: landscape improvements along Suntree lake bank

JOB LOCATION: Baytree HOA

DATE PERFORMANCE IS TO BEGIN: To be discussed.

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

Botanical Name/ Common Name	Size	Quantity	Price Each	Total:
Red Cedar	30 gallon	54	\$ 250.00	\$ 13,500.00
Bald Cypress	30 gallon	39	\$ 250.00	\$ 9,750.00
Labor to remove wax myrtle			\$ 9,500.00	\$ 9,500.00
			<b>Total</b>	<b>\$ 32,750.00</b>

**Notes:**

Black dots indicate Red Cedars. White dots indicate Bald Cypress. The dots do not represent exact locations. All material will be flagged and approved prior to installation. All material removed and/or installed will be done from the north end near bathrooms, no work will be done between homes. There will be no warranty on New plant material since there is no irrigation. If strapping is needed for trees, an additional \$30 per tree will be added to total.

In this total price includes: material and labor. Any additional material or labor shall be considered an extra cost to owner.

**WE PROPOSE:**

hereby to furnish material and labor-complete in accordance with above specifications for the sum of:

Thirty Two Thousand-Seven Hundred-Fifty Dollars and 00/100 \$ 32,750.00.

Payments to be made as follows:

50% Deposit/50% due upon completion.

**Legal Fees:** The buyer agrees to pay all cost including reasonable attorney's fees in the event that it becomes necessary to enforce payment of this contract. This shall apply whether suit be instituted or not. All delinquent accounts shall bear interest at the rate of 18% per annum.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: this proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_





**B**

**BAYTREE COMMUNITY DEVELOPMENT  
DISTRICT**

**BAYTREE  
SECURITY SERVICES  
Request for Proposal No. 2018-\_\_\_\_\_**

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**PROJECT MANUAL**

**Issue Date: December \_\_, 2017**

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District Manager: Governmental Management Services  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL NUMBER 2018-100  
SECURITY SERVICES**

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- 2. INSTRUCTIONS TO PROPOSERS**
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- 5. PRICING FORM**
- 6. NON-COLLUSION AFFIDAVIT**
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**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**SECURITY SERVICES**  
**Brevard County, Florida**

Notice is hereby given the Baytree Community Development District (the "District") requests proposals to provide Security Services (Request for Proposals No. 2008-100) including but not limited to, patrolling and securing district property and supervising residents and guests entering and leaving the community, as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for the public inspection and may be obtained beginning \_\_\_\_\_, 2017, at 10:00 a.m., from the District Manager's office, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, or by contacting Stacie Vanderbilt at 407-841-5524.

Firms desiring to provide services for this project must submit seven (7) copies of the required proposal no later than \_\_\_\_\_, 2017 at 2:00 p.m. at the office of the District Manager, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 ATTN: George Flint, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Ranking of Proposers will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Baytree Community Development District  
George Flint, District Manager



## **BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

### **REQUEST FOR PROPOSALS NUMBER 2018-100 SECURITY SERVICES**

#### **INSTRUCTIONS TO PROPOSERS**

1. **Due Date:** Sealed Proposals must be received no later than \_\_\_\_\_, 20\_\_ at 2:00 p.m. At the office of the District Manager, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801ATTN: George Flint. Proposals will be opened publicly at that time.
2. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the person or company giving the Proposal must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
3. **Familiarity with Laws:** The person or company giving the proposal is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the person or company giving the proposal will in no way relieve it from responsibility.
4. **Qualifications of the Proposers:** The contract, if awarded, will only be awarded to a responsible person or company who is qualified by experience to do the work specified herein. The person or company giving the proposal shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the Owner.
5. **No Person or Company** providing a proposal shall submit more than one proposal. The Proposers shall be disqualified and their proposals rejected if Owner has reason to believe that collusion may exist among Proposers, the person or company has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
6. **Interpretations and Addenda:** All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all persons or companies presenting a quote.
7. **Submission of Proposal:** Submit seven (7) copies of the proposal forms, the proposal security and other requested attachments at the time and place indicated herein, which shall be enclosed in an

opaque sealed envelope, marked with the project title and name and address of the person or company and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation RESPONSE TO BAYTREE PROPOSAL NO. 2018- 100 (ENCLOSED) on the face of it.

8. **Modification and Withdrawal:** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
9. **Proposal Documents:** The Request for Proposal will be available on April 14, 2008 from the District Office, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801. Contact Stacie Vanderbilt at 407-841-5524.
10. **Proposal Form:** All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each person or company presenting a proposal represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
11. **Basis of Award/Right to Reject or Award:** The Owner reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
12. **Contract Award:** Within fourteen (14) days of receipt of the Notice of Award, the person or company presenting the proposal shall enter into and execute the Contract in substantially the form included in the proposal documents.
13. **Pre-Proposal Conference:** No pre-proposal conference will be held. However, the person or company presenting proposals are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of a Proposer will in no way relieve it from responsibility.
14. **Insurance:** The person or company presenting proposals shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. A sample certificate is included as an attachment to the Basic Organization Information Form. In the event a Proposer is notified of award, it shall provide proof of Insurance Coverage, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the Owner may grant. Failure to provide proper proof of insurance coverage shall constitute a default.
15. **Indemnification:** The successful person or company presenting a quotation shall fully indemnify and hold harmless Owner, the District Manager and the District Engineer, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
16. **Limitation of Liability:** Nothing herein shall be construed as or constitute a waiver of Owner's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

17. All proposals shall include the following information in addition to any other requirements of the proposal documents:
  - A. A narrative description of the Proposer's approach to providing the services as described in the scope of services, provided herein. (Limited to 5 pages).
  - B. Completed price sheet.
  - C. The Proposer's organizational chart. List position or title and corporate responsibilities of key management or supervisory personnel-Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
  - D. Describe proposed staffing levels.
  - E. List all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
  - F. Three References, including the name address and phone number of a contact person, from projects of similar size and scope.
  - G. Current certificates of insurance.
  - H. Completed copies of all other forms included within the proposal documents
18. Any protest regarding the proposal documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposals project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
19. The proposals shall be ranked in accordance with the Evaluation Criteria sheet contained within the proposal documents.

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL NUMBER 2018-100  
PROPERTY AND GATE ATTENDANTS**

**EVALUATION CRITERIA**

**1. Personnel (25 points)**

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

**2. Experience (25 points)**

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the District in other contracts; character, integrity, reputation, of respondent, etc.)

**3. Understanding of Scope of Work (25 points)**

Does the proposal demonstrate an understanding of the Districts' needs for the services requested?

**4. Financial Capability (10 points)**

Demonstration of financial resources and stability as a business entity, necessary to complete the services required.

**5. Price (15 points)**

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial two year term of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid.

5 points are allocated for the reasonableness of unit prices.

**BAYTREE COMMUNITY DEVELOPMENT DISTRICTS**

**BASIC ORGANIZATION INFORMATION**

DATE SUBMITTED \_\_\_\_\_, 2008

1. Proposer \_\_\_\_\_  
[Company Name]

- An Individual
- A Limited Liability Company
- A Limited Liability Partnership
- A Partnership
- A Corporation
- A Subsidiary Corporation

2. Proposer Company Address:

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

3. Parent Company Name (if applicable) \_\_\_\_\_

4. Parent Company Address (if different):

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

5. List the location of the Proposer's office which would perform Baytree CDD work.

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes ( ) (Proceed to Question 6.1) no ( ) (Proceed to Question 6.2)

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Secretary of State Division? Of Corporations? Yes ( ) no ( )

If no, please explain \_\_\_\_\_

\_\_\_\_\_

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

The State in which the Proposer is incorporated? \_\_\_\_\_

Is the Company in good standing with that State? Yes ( ) no ( )

If no, please explain \_\_\_\_\_

\_\_\_\_\_

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

Is the applicant registered with the State of Florida? Yes ( ) no ( )

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes ( ) (Proceed to Question 7.1) No ( ) (Proceed to Question 7.2)

7.1 If yes, is the Proposer registered with the Florida Department of State, Division of Corporations? Yes ( ) no ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer in good standing with the State of Florida? Yes ( ) no ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Proposer was organized: \_\_\_\_\_

7.2 If no, provide the following:

The State in which the Proposer is organized: \_\_\_\_\_

Is the Proposer in good standing with that State? Yes ( ) no ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Proposer was organized: \_\_\_\_\_

Is the Proposer registered as a foreign partnership or limited company with the State of Florida? Yes ( ) no ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Does the Proposer hold any registrations or licenses with the State of Florida applicable to the contract?

Yes ( ) no ( )

8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Qualifying individual \_\_\_\_\_ Title \_\_\_\_\_

List company(s) currently qualified under this license \_\_\_\_\_  
\_\_\_\_\_

8.2 Does the Proposer hold any registrations or licenses with Brevard County applicable to the contract? Yes ( ) no ( )

If yes, please list and provide a photocopy of each listed license or registration:  
\_\_\_\_\_

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year

(2015) \_\_\_\_\_, (2016) \_\_\_\_\_, (2017) \_\_\_\_\_,

10. What are the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance) An example of an insurance certificate is attached hereto as Exhibit A.

General Liability \$ \_\_\_\_\_  
Automobile Liability \$ \_\_\_\_\_  
Workers Compensation \$ \_\_\_\_\_  
Expiration Date \_\_\_\_\_

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes ( ) no ( )

If yes, please describe each violation, fine, and resolution \_\_\_\_\_  
\_\_\_\_\_

11.1 What is the Proposer's current worker compensation rating? \_\_\_\_\_

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? Yes ( ) no ( )

If yes, please describe each incident \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Baytree Community Development District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

\_\_\_\_\_  
\_\_\_\_\_  
Name of Proposer

By:

This \_\_\_\_\_ day of \_\_\_\_\_, 2018 By:  
\_\_\_\_\_  
[Type Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL NUMBER 2018-100  
SECURITY SERVICES**

**Pricing Form**

**The designated times for service at the front Baytree guard house is 24 hours a day, seven days a week. Please provide the following information:**

\$ \_\_\_\_\_ per hour                      \$ \_\_\_\_\_ Annual Cost

\$ \_\_\_\_\_ per hour on holidays

\$ \_\_\_\_\_ per hour for any Additional Officers Needed.

**The District reserves the right to adjust the staffing and hours of operation as needed. Please be aware that contract stipulates Contractor to provide all hardware (including PC, monitor, and drivers license scanner) and software at no additional cost beyond that specified in Section 4("Fees") of this agreement. Upon completion of (3) three years of service with Contractor under this agreement, ownership of all hardware and software will transition to the Baytree CDD, at which time Contractor shall furnish CDD with a bill of sale for such hardware & software.**

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ in the firm of \_\_\_\_\_ and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature by authorized representative of Proposer

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

**BAYTREE COMMUNITY DEVELOPMENT DISTRICTS**

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for security services has been submitted on this \_\_\_\_ day of \_\_\_\_\_,  
2018 by \_\_\_\_\_ [company] whose business address is \_\_\_\_\_  
\_\_\_\_\_, telephone number is \_\_\_\_\_  
and fax number is \_\_\_\_\_.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Baytree Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Baytree Community Development District  
Acknowledgment of Receipt of Documents and Proposal Signature Form  
Page 2

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Baytree CDD, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

\_\_\_\_\_  
\_\_\_\_\_  
Name of Organization

This \_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Name and Title of Person  
Signing

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

## AGREEMENT FOR SECURITY SERVICES

**THIS AGREEMENT FOR SECURITY SERVICES** (the "Agreement"), is entered in to this (the "**Effective Date**"), by and between \_\_\_\_\_, a Florida-corporation, ("Contractor") whose address for purposes of this Agreement is \_\_\_\_\_, and the BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing in accordance with Chapter 190, whose address for purposes of this Agreement is c/o Governmental Management Services -Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 ("CDD").

**FOR VALID CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Contractor and CDD agree as follows:

1. **Term.** This Agreement shall commence as of the Effective Date and remain in effect for a term of 12 (twelve) months, unless sooner terminated in accordance with this Agreement.

This agreement may be extended for two additional twelve (12) month periods upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

2. **Contractor** shall provide the following services to CDD:

**Scope of Services:** Contractor general duties include but are not limited to the following: provide a visible presence at the guard house, supervise the entrance and exiting of residents and guests, provide on going patrols of the CDD common areas, including, but not limited to, the pool, playground, and courts, and to provide a visible presence to deter any wrongdoing in these areas as much as possible. In the event a guard is witness to a wrongdoing in these common areas, he/she will attempt to acquire names, addresses, and phone numbers from the offenders without causing harm to the officer or the offender or creating a situation in which harm could be caused to the officer or offender. In addition, random patrols of the Baytree CDD common areas and roadways will be conducted by Contractor. The detailed Scope of Services is attached to this Agreement as Exhibit A ("Scope of Services").

**Officer Reports:** Contractor shall provide to CDD an officer report for each day/night worked detailing the activity of the officer and of the property. These reports shall list dates and times the officer is actually on site. Reports shall be turned in at a determined place and time.

**Computer Access System:** Contractor to provide all hardware (including PC, monitor, and drivers license scanner) and software at no additional cost beyond that specified in Section 4("Fees") of this agreement. Upon completion of (3) three years of service with Contractor under this agreement, ownership of all hardware and software will transition to the Baytree CDD, at which time Contractor shall furnish CDD with a bill of sale for such hardware & software.

**Invoicing:** Contractor shall provide to CDD a weekly invoice listing the dates and times worked. Invoices will be paid according to Agreement terms.

**Additional services:** Contractor will provide additional services and recommendations at the request of The CDD or of an individual or individuals designated by the CDD. Additional pricing of such services will be set prior to start, submitted in writing, and approved by the CDD.

Any changes in duties or requirements shall be put in writing and approved prior to any such changes being implemented. The Scope of Services are not limited to the posted requirements and are subject to reasonable changes at any time.

3. **Independent Contractor.** Neither the Contractor nor any of the employees, agents, officers, directors, contractors or representatives of the Contractor shall be deemed employees of CDD or receive employee or other benefits from CDD.
4. **Fees.** CDD shall pay to the Contractor \$ \_\_\_\_\_ per hour (the "Standard Rate") for services provided pursuant to this Agreement, for each security officer provided by the Contractor. The CDD reserves the right to adjust the services and number of hours requested under this contract. CDD may request additional security officers at the Standard Rate by giving no less than 48 hours prior notice to the Contractor. CDD agrees to pay 20% above the Standard Rate for each security officer requested by CDD with less than 48 hours prior notice and who performs services hereunder within the 48 hour period; provided, however, such increased rate shall be payable only for the period of time services are provided within the 48 hour period, after which, the Standard Rate shall apply. CDD agrees to pay 50% above the Standard Rate for each security officer requested by CDD to work on the following holidays or events: New Year's Eve Day, New Year's Day, Memorial Day, Easter Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and during times of a government declared state of natural and national emergencies.
5. **Sales Tax.** CDD is exempt from sales tax on this transaction.
6. **Sales Tax.** CDD is exempt from sales tax on this transaction.
6. **Reports: Invoices.** Contractor shall provide to CDD on a monthly basis a summary of hours of services provided, both regular and special, in a format acceptable to CDD. Contractor will invoice CDD on no more than a monthly basis. Invoices are due and payable within thirty (30) days of receipt. A late fee equal to 1.5% per month will apply for any invoices which are not timely paid. Payment shall be made by business or certified check.
7. **Termination.** This Agreement may be terminated by either party for any reason with thirty (30) days prior written notice ("Termination Without Cause"). Notwithstanding the foregoing, either party may terminate this Agreement effective immediately for breach, misconduct or other non-performance under the Agreement by the non-terminating party ("Termination With Cause").
  - a. *Termination Without Cause.* If this Agreement is Terminated Without Cause, Contractor shall, in CDD's sole discretion, continue providing services pursuant to this Agreement during the 30-day termination period, provided CDD continues paying for such services in accordance with the Agreement. However, if CDD elects not to have the Contractor continue providing services, CDD shall still be obligated to pay for the standard services which the Contractor would otherwise have provided during the 30-day termination period.
  - b. *Termination With Cause.* If this Agreement is Terminated With Cause by CDD, CDD shall not be required to pay any additional fees after the date and time of termination, and shall also not be required to pay for any services provided by Contractor prior to such termination during the period of acts or omission giving rise to Termination With Cause.

8. **Standard of Performance.** All personnel provided by Contractor pursuant to this Agreement shall perform the services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals, in accordance with any special instructions given by CDD and in compliance with all state, federal and local laws, rules and ordinances.
9. **Insurance and Bond Requirements.** Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to CDD of an adequate general liability insurance policy and indemnity bond with terms acceptable to CDD. "Adequate" for purposes of this section shall mean Commercial General Liability Insurance (\$1,000,000 each occurrence), and Workers Compensation Insurance as required by Florida Law, and Employers Liability Insurance (\$1,000,000 each occurrence). Evidence of compliance shall be in the form of a Certificate of Insurance. Contractor shall maintain such insurance and bonds throughout the term and any extended terms of this Agreement, at Contractor's sole cost and expense. The CDD shall be named as the additional named insured on all policies of liability insurance.
10. **Indemnification.** Contractor shall indemnify, hold harmless and defend CDD, its officers, employees and agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, or loss of damage to property caused, directly or indirectly, by the actions, omissions, or negligence of the Contractor, its employees, agents, or officers.
11. **Non-competition.** CDD agrees not to offer employment nor employ any Contractor employee during the employee's tenure with the Contractor and for a period of one (1) year following the date of the employee's termination with the Contractor.
12. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by this Agreement nor substantially increase the burden of either party under this Agreement, is found to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement will continue to be binding and enforceable.
13. **Waiver.** No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A party's acceptance of any late or inadequate performance shall not constitute a waiver or forfeiture of that party's right to treat such performance as an event of default or to require timely and adequate performance in the future.
14. **Notice.** Any notices required by this Agreement shall be sent to the addresses noted in the preamble to this Agreement, or at such other address designated in writing by the party to receive notice. Notices shall be either (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U. S. Mail. Notices or communications to or from a party's attorney will be deemed to be to or from that party.
15. **Persons Bound.** If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Agreement. This Agreement shall be



binding upon and shall inure to the benefit of the parties and their respective successors. This Agreement is for the benefit only of the parties or their successors. No other person shall be entitled to rely hereon, receive any benefit here from or, enforce any provision of this Agreement against any party.

16. **Entire Agreement.** This Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
17. **Attorney Fees.** If either party initiates or is made a party to legal or other dispute resolution proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement, then, to the extent provided by Florida law, the non-prevailing party in those proceedings will pay the costs and attorney fees, including the costs and attorney fees of appellate proceedings incurred by the prevailing party.
18. **Survival.** All indemnities, covenants, warranties, rights and obligations set forth in this Agreement shall survive the termination of the Agreement.
19. **No Third Party Beneficiary.** Except for the rights of the parties hereto and their respective successors, legal representatives, and assigns, no person or entity has any rights or benefits under this Agreement, and no person or entity is a third party beneficiary of this Agreement.
20. **Venue.** Should any litigation or administrative proceedings arise out of this Agreement between the parties, venue shall be Brevard County, Florida.
21. **Public Records.**
  - A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
    1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
    2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
    3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**Governmental Management Services-Central Florida, LLC  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
TELEPHONE: (407) 841-5524  
EMAIL: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)**

*[signatures are on the following page]*

**SIGNATURE PAGE TO AGREEMENT FOR  
SECURITY SERVICES**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**WITNESSES**

*Signed in the presence of*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ . He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed name:

**WITNESSES**

*Sign in the presence of:*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

**Chairman of the Board of Supervisors**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ , as Chairman of the Board of Supervisors of Baytree Community Development District. He is personally known to me.

\_\_\_\_\_  
Printed name:

# EXHIBIT A - SCOPE OF SERVICES

## Scope of Services

1. Project Scope
  - 1.1 General Overview
  - 1.2 CDD Development
  
2. General Contractor Requirements and Procedures
  - 2.1 Operation Procedures
  - 2.2 Key Personnel
  - 2.3 Personnel Dress Code
  - 2.4 Personnel Conduct
  - 2.5 Safety Program
  - 2.6 Facility Location
  - 2.7 Document Control and Data Maintenance
  - 2.8 Verification of Data
  - 2.9 Ownership of Data
  
3. Coordination
  - 3.1 General Coordination
  - 3.2 Contractor's Project Manager
  
4. Scheduled Operations
  - 4.1 Patrol Area
  
5. Unscheduled Maintenance and Repairs
  - 5.1 General
  - 5.2 Damaged Facilities
  - 5.3 Emergency Repairs
  - 5.4 Unscheduled Maintenance
  
6. Administration/Maintenance/Operations Program
  - 6.1 General
  - 6.2 Administration
  - 6.3 Operations
  
7. Response Time
  - 7.1 General

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**1. PROJECT SCOPE**

The Contractor shall provide security services for the Baytree Community Development District.

**1.1 General Overview**

Baytree Community Development District ("The District or Owner"), located in Brevard County, is a master planned unit development with amenities such as a community clubhouse, swimming pool, and tennis court. The development is located approximately one (1/2) mile east of Interstate 95 off of Wickham Rd.

**1.2 Community Development Districts (CDD) Development**

The District is an independent unit of local government created and established in accordance with Chapter 190, Florida Statutes (the "Act"). The Act was enacted in 1980 and provides a uniform method for the establishment of independent districts to manage and finance basic community development services.

**2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

**2.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services at the hours and days requested by the Owner. The Owner will designate where the contractor will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be marked and parked only in areas designated by the Owner.

**2.2 Key Personnel**

2.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner.

**2.3 Personnel Dress Code**

The Contractor shall ensure that employees working under this Agreement shall wear uniforms or

professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

#### **2.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees present within the Baytree community. The Contractor shall ensure that its employees that communicate and interact with the Baytree community and any other customer/party associated with the District are knowledgeable of the District, the Baytree Community, and the Services the Contractor is performing.

#### **2.5 Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations under this Agreement. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

#### **2.6 Facility Location**

The Owner shall only provide guardhouses (existing) for the Contractor as part of this Scope of Services.

#### **2.7 Document Control and Data Maintenance**

##### **2.7.1 Officer's Daily Log**

The Contractor shall keep accurate records of all incidences that occur while on duty, documents received, and, if applicable, issued by this Contractor. A 'document log' shall be maintained during the work of this contract and throughout the term of the Agreement and shall be available to Owner upon request. The 'log' shall outline document titles and dates, the originator, received dates, and to/from information. This 'log' shall be updated daily and submitted to the Owner on a daily basis.

### 2.7.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Security plan after verification for compatibility and consistency of the information received with existing information.

### 2.7.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

## 2.8 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

## 2.9 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, shall be the sole property of the Owner. The Contractor shall have temporary charge of the data while performing contracted services under this Agreement. All data shall be returned to the Owner immediately at the termination or expiration of this Agreement, after which no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Security data, material, or equipment to the Owner immediately upon fourteen (14) days written notice, for

any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Security data to the Owner.

### 3. COORDINATION

The Contractor shall coordinate with the Owner for all items associated with the requirements of this Agreement.

#### 3.1 **General Coordination**

The Contractor shall meet with the Owner on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule, and budget status and be scheduled by Owner at a mutually agreeable time at Baytree. The Contractor shall prepare the agenda for those meetings and submit it to the Owner at least two (2) working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a "need-to-know". The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Baytree Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Agreement and the Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities within the Baytree community pursuant to this Agreement.

#### 3.2 **Contractor's Project Manager**

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force under this Agreement and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner or this daily schedule, for quality control of the Contractor's services. Contractor may change its representative by providing notice to the Owner of the newly designated representative and contact information for such representative.

### 4. SCHEDULED OPERATIONS

#### 4.1 **Guard House Policies**

The officers on duty shall staff the front guard house twenty four (24) hours a day, seven (7) days/nights a week and assist residents and guests that enter and leave the community and enforce the policies set forth by the Owner. The officers on duty shall



be responsible for logging down all visitors, guest vehicles that enter the community along with vehicle license plate numbers. Any incidents shall be reported in the daily officer's report. Contractor shall provide at its expense all rearview mirror hanger tags to distribute to the visitors in the following colors:

- White for Visitors
- Blue for Vendors
- Green for Golfers

These tags shall bear the Baytree logo and the name of the type of visitor. The Contractor is responsible for instructing all visitors to return these to the guard house in boxes provided by the Owner. Additionally, the Contractor is responsible for the replenishment of those tags as needed to complete the duties under this Scope of Services.

4.1.1 Criminal Activities

If the contractor becomes aware of any criminal activities within the CDD property the contractor shall notify the Brevard County Sheriff's Department immediately and record the incident in the officer's daily log along with any reports from the sheriff's deputy.

4.1.2 Should the Contractor become aware of damage to the facilities within the area being serviced by the Contractor, the Contractor shall notify the Owner by adding the damages to the officer's daily log. Contractor should notify the owner by phone and if necessary contact the Brevard County Sheriff's office to file a report for damages.

**4.1 Patrol Area**

If requested by the Owner, Contractor shall provide a visible presence to deter any wrong doing. The principal areas include, but are not limited to the immediate area in and around the recreation center including the pool area, playground, and tennis courts, two guard houses and regular patrols throughout the community during the hours requested by the Owner. Contractor shall also provide an officer to supervise entry into the community at the two guard houses during the hours requested by the Owner.

**5. ADMINISTRATION/OPERATIONS PROGRAM**

The Contractor shall develop policies and procedures and implement an Administration, and Operation Program. That program shall include, but not be limited to, the following:

**5.1 General**

5.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the contractor's Services provided under this Agreement as generally outlined in this Scope of Services. This program shall implement security industry standard

practices. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard "8- 1/2 x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

5.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

5.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.

- First draft                      Six (6) bound copies, one (1) unbound copy
- Second draft                    Six (6) bound copies, one (1) unbound copy
- Third draft                      Six (6) bound copies, one (1) unbound copy
- Final document                Ten (6) bound copies, two (2) digital copies on 3 1/2 Diskette

**5.2 Administration**

5.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.

5.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.

- 5.2.3 Policies and procedures related to the Contractor's program for communications with the Baytree community relative operations and customer service.
- 5.2.4 Personnel policies and procedures related to the Contractor's personnel performing services on the Baytree site.

### **5.3 Operations**

- 5.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 5.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.
- 5.3.4 Policies and procedures related to the Contractor's safety program The Administration and Operation Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

## **6. RESPONSE TIME**

The Contractor shall provide services within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

### **6.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory and operating personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Should the Contractor fail to respond to a request for any services addressed in this Scope of Services within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

## **7. SOFT GATE**

The Contractor understands that this is a “soft gate” community and agrees to familiarize itself with such policies necessary for the Owner to provide access to the public to the rights-of-way within the Baytree community.

**END OF SCOPE OF SERVICES**

DRAFT

C

**RESOLUTION NO. 2018-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT AMENDING, RESTATING, AND FURTHER CLARIFYING THE DISTRICT'S SWALE TREE POLICY INITIALLY ADOPTED BY RESOLUTION 2013-01, WITH RESPECT TO THE PLANTING AND MAINTENANCE OF TREES WITHIN DISTRICT RIGHTS-OF-WAY; PROVIDING FOR THE AMENDED AND RESTATED DISTRICT SWALE TREE POLICY PROHIBITING THE PLANTING OF ALL TREES WITHIN THE DISTRICT SWALES; RECOMMENDING AGAINST THE PLANTING OF HARDWOOD TREES ON PRIVATE PROPERTY WITHIN EIGHT FEET OF A DISTRICT SIDEWALK; PROVIDING POLICIES REGARDING THE MAINTENANCE OF SUCH TREES; STATING THE DISTRICT'S POSITION ON DAMAGES ALLEGEDLY CAUSED BY SUCH TREES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Baytree Community Development District (the "District") is a local unit of special-purpose government that was established in 1992 pursuant to Chapter 190, Florida Statutes, and Brevard County Ordinance No. 92-11;

**WHEREAS**, on February 6, 2013, the District Board of Supervisors (the "Board") adopted the Swale Tree Policy pursuant to Resolution 2013-01;

**WHEREAS**, the Board finds it in the best interests of the residents and landowners of Baytree, as well as the general public, to amend and restate the District Swale Tree Policy as set forth in Resolution 2013-01 to provide further clarification and direction to the community regarding trees in the District Swales, as later defined herein;

**WHEREAS**, the District is the owner of and is responsible for the operation and maintenance of certain road rights-of-way within the boundaries of the District, which road rights-of-way generally consist of the lands measured 25 feet out on each side of the center to the paved roadway (50-foot right-of-way), and which rights-of-way include sidewalks, the paved roadways for vehicular traffic, and the typically grassed swale areas located between the edge of sidewalk and the paved or curbed roadway (referred to herein as the "District Swale" or "District Swales"), a depiction of a typical District Swale is attached hereto as Exhibit "A";

**WHEREAS**, the Baytree development is designed in such a way that the widths of the District Swales are relatively small when compared to other similar developments, leaving little room for any landscape material other than sod;

**WHEREAS**, trees have been planted in the District Swales by the developer and, in some cases, by adjacent homeowners, and as many of these trees and their root systems have matured, the result has been significant and repetitive damages to District sidewalks, curbing, and asphalt-paved roadways, with such trees also blocking streetlighting, and in many cases creating public safety concerns;

**WHEREAS**, for the past several years, the District has incurred significant costs associated with repairs to sidewalks, curbing, and rights-of-way due to damages caused by the trees planted in the District Swales or trees planted too close to District sidewalks, along with the root systems of such trees;

**WHEREAS**, during 2012, the District replaced 59 sidewalk panels and ground the protruding edges of 254 concrete sidewalk panels that experienced sidewalk lifting, which in most cases, appear to be the direct result of tree root growth;

**WHEREAS**, at its meeting of June 1, 2011, the Board addressed the issues associated with the planting of new trees in the District Swales by the owners of the adjacent properties and authorized a study of the approximately 263 trees currently planted in the District Swales and those trees located on private property immediately adjacent to District sidewalks;

**WHEREAS**, at its meeting of August 3, 2011, the Board reviewed the findings of the aforementioned study of existing trees and directed District staff to contact those residents living immediately adjacent to problem trees in District Swales to discuss alternatives to resolve or repair the determined problems, which resolution could result in the removal of such trees or working with homeowners by means necessary to protect the District's infrastructure;

**WHEREAS**, the Board has continued to engage in a program that involves the annual inspection of sidewalks and roadways throughout the District to ensure the safety of pedestrian and vehicular traffic traversing these areas;

**WHEREAS**, as a result of information gained as a result of this inspection program and the significant repairs to District sidewalks over the last several years from tree and tree root damage, the Board has determined that the District should continue to inspect the District Swales and adjacent areas for damages resulting from existing trees and tree roots in the District Swales and remove those trees in District Swales causing adverse impacts where determined necessary and has further determined that no further plantings of trees of any kind or species should be made in the District Swales; and

**WHEREAS**, the Board continues to recommend that homeowners, when considering the planting of a tree on their private property, not plant any hardwood trees

within eight (8') feet of the District sidewalk to ensure sufficient area for tree root growth as the tree matures, and further recommends that the Baytree Community Association, Inc. ("BCA") and its Architectural Review Committee ("ARC") take appropriate actions to legislate and enforce this recommendation, as well as assist the District in enforcing the District Swale Tree Policy for the betterment of Baytree and its residents; and

**WHEREAS**, sine Resolution 2013-01 was adopted, it has become apparent to the Board that additional clarification and direction with respect to the District Swale Tree Policy is necessary for residents and homeowners, particularly regarding maintenance responsibility of trees located in the District Swale; and

**WHEREAS**, at a public meeting of the District Board of Supervisors, the Board has determined that it is in the best interests of the District, those residing and/or owning property within the District, and those utilizing the pedestrian and vehicular rights-of-way of the District to adopt an amended and restated District Swale Tree Policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

**Section 2. District Swale Tree Policy.** The District Board of Supervisors hereby restates, amends and clarifies the District Swale Tree Policy, initially adopted pursuant to Resolution 2013-01, as follows:

A. The District Swale is defined as the portion of District right-of-way located between the edge of sidewalk and the edge of paved or curbed roadway, which area is typically landscaped with sod or grass.

B. No tree of any kind or species shall be planted in the District Swale. The District accepts ownership of any trees planted and existing in the District Swale prior to June 1, 2011. Any other trees shall be subject to removal as provided below.

C. At a minimum, on an annual basis and subject to available funding, the District shall inspect the District Swales, and the sidewalks and roadways immediately adjacent thereto, and is further authorized to take any or all of the following actions:

1. Remove or order the removal of any trees planted after June 1, 2011 in violation of subsection B, above, all costs and expenses of such removal being the responsibility of the adjacent homeowner or property owner.



2. Determine whether trees or tree roots located within any portion of District Swales or, if on private property immediately adjacent to District facilities, have caused or contributed to or are expected to cause or contribute to (a) an adverse impact or potentially dangerous condition for pedestrian vehicular traffic utilizing the District rights-of-way or (2) the damage or blocking of any District facilities, including but not limited to, sidewalks, curbing, roadway pavement, drainage facilities, or utilities and streetlighting; the trees and tree roots satisfying either or the criteria in this subsection C.2 being designated as “Problem Trees.” In the discretion of the District, a tree that is not regularly maintained in accordance with the Maintenance Covenant, as later defined, may be designated as a Problem Tree pursuant to this section.
3. For a Problem Tree that is located within the District Swale, when determined necessary in the District’s discretion, to remove or order the removal of such Problem Tree. In such cases, the District shall make reasonable efforts to provide at least five (5) days notice to the homeowner(s) of the property adjacent to the District Swale where the Problem Tree is situated that the Problem Tree will be removed by the District.
4. For a Problem Tree that is located on private property, the District will contact the homeowner(s) of the property where the Problem Tree is located to discuss alternatives to resolve matters pertaining to the Problem Tree, which alternative could include the removal of such Problem Tree by the District to protect District infrastructure and facilities.

D. Nothing herein is intended to waive or alleviate any requirements for the District or any private property owner to obtain appropriate permits from Brevard County, all in accord with the Brevard County Tree Ordinance.

E. The District recommends that no hardwood trees be planted on private property within eight (8’) feet of the District sidewalks to ensure sufficient area for tree root growth as the tree matures, and further recommends that the Baytree Community Association, Inc. (“BCA”) and its Architectural Review Committee (“ARC”) take appropriate actions to legislate and enforce this recommendation, while further assisting the District in enforcing the District Swale Tree Policy for the betterment of Baytree and its residents.

F. Pursuant to Section 6.3 of the Second Amended and Restated Declarations of Covenants, Conditions and Restrictions for Baytree Golf & Country Club, recorded at Official Records Book 5904, Page 477 of the Public Records of Brevard County, Florida, and the Baytree Policies and Architectural Review Committee Standards, as amended from time to time (collectively, the “Maintenance Covenant”), the adjoining property owner is responsible for the maintenance of trees located in the District Swale, which maintenance includes, but is not limited to, care of trees, regular trimming, of trees, maintenance of irrigation systems, and removal of damaged plant material following common nursery methods. The enforcement of this Maintenance Covenant lies with the BCA. The District will refer all trees requiring maintenance pursuant to the Maintenance Covenant to the BCA for enforcement. In accordance with the Maintenance Covenant, the District will not perform or provide maintenance on such trees, unless such maintenance is determined to be necessary by the District for public safety reasons or for the protection of District infrastructure. If maintenance is not provided to a tree requiring such maintenance under this section, the District may deem the tree to be a Problem Tree, subjecting the tree to removal by the CDD pursuant to this policy.

G. When a particular tree is designated as a Problem Tree pursuant to subsection C of this policy, the adjacent homeowner or property owner can petition the District Manager for the temporary suspension of the removal of the tree, provided that said adjacent homeowner or property owner agrees to replace the sidewalk panels damaged by the Problem Tree, as well as any and all costs and expenses associated with remediating the area to attempt to save the tree. The granting of this request by the District Manager is solely at the discretion of said District Manager. Should the District Manager deny the request, the adjacent homeowner or property owner may appeal to the District Board of Supervisors within thirty (30) days of the denial by the District Manager. Thereafter, the District Board of Supervisors may consider the appeal at its next meeting, and may impose additional conditions associated with this temporary exception to allow the Problem Tree to remain in place until such time as it is determined by the District Manager that no alternatives remain other than to remove the Problem Tree.

H. The CDD shall not be responsible for any damages caused to private property by District-owned trees planted in the District Swale and lawfully located in the District Swale pursuant to this District Swale Tree Policy, whether such damages are caused by tree branches, roots, or otherwise. The adjoining property owner is privileged to trim back, at the adjoining owner’s own expense, any encroaching tree roots or branches

and other vegetation which has grown onto the adjoining owner's property from the District Swale.

**Section 3. District Manager.** The District Manager is hereby directed to take those actions necessary to implement the policies set forth in this Resolution. The District Manager is further directed to include and maintain a copy of this Resolution on the District's website.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

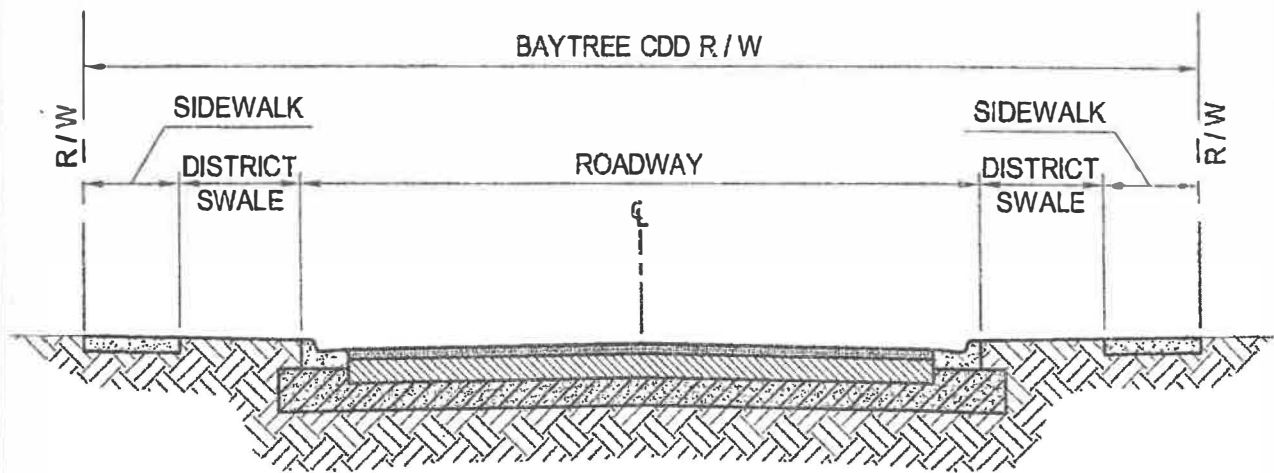
ATTEST:

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**Secretary/Assistant Secretary**

\_\_\_\_\_  
**Chairman/Vice-Chairman**

**EXHIBIT "A"**  
**DISTRICT SWALE**



**ATKINS**  
PLAN DESIGN ENABLE  
7175 MURRELL ROAD, MELBOURNE, FL 32940  
TEL. 321.242.4042 FAX. 321.242.6101  
www.atkinsglobal.com

RESOLUTION NO. 2013-01  
EXHIBIT A



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1

**AMENDMENT TO FACILITY USE AGREEMENT**  
**(Baytree CDD Swimming Pool)**

**THIS IS AN AMENDMENT TO FACILITY USE AGREEMENT**, dated the 28 day of 12, 2017, between:  
Dec.

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having the principal address of 135 W. Central Boulevard, Suite 320 Orlando, Florida 32801 (the "District"),

and

**RENEE HUBERT**, an individual, having the principal address of 1283 Millpond Road, Melbourne, FL 32940, and **GINA PALOMBI**, an individual, having a principal address of 321 Carmel Drive Melbourne, FL 32940 (collectively, the "Instructor").

WITNESSETH:

**WHEREAS**, the District and **RENEE HUBERT** entered into a Facility Use Agreement, dated August 25, 2017, and pertaining to the use of District tennis facilities by Instructor for the purposes of providing water aerobics instruction to Baytree residents and other members of the public (the "Agreement"); and

**WHEREAS**, **RENEE HUBERT** and District desire to amend the Agreement to add **GINA PALOMBI** as a party to this Agreement and as an Instructor; and

**WHEREAS**, **GINA PALOMBI** desires to be an Instructor under this Agreement and agrees to abide by the terms of the Agreement, as amended; and

**WHEREAS**, at a public meeting, the District Board of Supervisors authorized the proper District officials to execute this Amendment to Facility Use Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

**Section 1.** The foregoing recitals are true and correct and hereby incorporated into this Amendment to Facility Use Agreement.

**Section 2.** The Agreement is amended to add **GINA PALOMBI** as an Instructor under the Agreement.

**Section 3.** Section 2 of the Agreement, entitled "Use of Facilities," is hereby amended, as follows:



2. Use of Facilities. Instructor shall have the qualified right to use, on a non-exclusive basis, the swimming pool at the Facilities on the following days and at the following times, with any alternative times to be coordinated in writing with the District Manager of the District:

Day of Week	Times	Description
Monday, Wednesday, Friday	9:00-10:00 AM	Water Aerobics
Monday, Wednesday, Friday	2:00-3:00 PM	Water Aerobics

**Section 4.** Section 12 of the Agreement, entitled "Notice," is hereby amended, as follows:

12. Notice. Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, and sent by EMAIL, certified or registered mail or by overnight delivery by Federal Express, DHL, or other recognized courier, addressed as follows:

District: Baytree Community Development District  
Attn: District Manager  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Email: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

with copies to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Attn: Dennis E. Lyles, District Counsel  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301  
Email: [dlyles@bclmr.com](mailto:dlyles@bclmr.com)

Instructor: Renee Hubert  
1283 Millpond Road  
Melbourne, Florida 32940  
Email: [moslmimi@yahoo.com](mailto:moslmimi@yahoo.com)

And: Gina Palombi  
321 Carmel Drive  
Melbourne, FL 32940  
Email: [ginagpalombi@aol.com](mailto:ginagpalombi@aol.com)

The addresses may be changed from time to time by either party by serving notices above required.

**Section 5.** In all other respects, the original Agreement between the parties dated August 25, 2017, and any preceding amendments not in conflict herewith are hereby ratified reaffirmed and shall remain in full force and effect as provided by their terms. The Effective Date of this instrument shall be December 22, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Facility Use Agreement and further agree that it shall take effect on the Effective Date defined therein.

Attest:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

Assistant Secretary

By: \_\_\_\_\_  
Chairman

\_\_\_\_ day of \_\_\_\_\_, 2017

**INSTRUCTOR**

**RENEE HUBERT, an individual**

Witnesses:

Kelly Dedrick  
\_\_\_\_\_  
Kelly Dedrick  
Print Name

By: Renee Hubert  
\_\_\_\_\_  
Print: Renee Hubert  
\_\_\_\_\_  
Title: Water Fitness Instructor

22 day of Dec., 2017

Print Name

**GINA PALOMBI, an individual**

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: Gina Palombi  
\_\_\_\_\_  
Print: Gina Palombi  
\_\_\_\_\_  
Title: Water Fitness Instructor

22 day of Dec., 2017

Print Name

1

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2

**AMENDMENT AND EXTENSION TO THE SECURITY SERVICES AGREEMENT  
BY AND BETWEEN UNIVERSALE PROTECTION SERVICE, LLC,  
DBA ALLIED UNIVERSAL SECURITY SERVICE  
AND THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

This Amendment and Extension to the Security Services Agreement (the "Amendment") is made and entered into as of the \_\_\_ day of February, 2018 (the "Effective Date"), by and between:

**Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 135 w. Central Boulevard, Suite 320, Orlando, FL 32801 (the "District"), and

**Universal Protection Service, LLC**, a North Carolina limited liability company authorized to do business in the State of Florida, d/b/a **Allied Universal Security Service** (the "Contractor") whose address for purposes of this Agreement is 11 S. Bumby Avenue, Suite #100, Orlando, FL 32803

**RECITALS**

**WHEREAS**, the District was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses; and

**WHEREAS**, the District currently provides security services within the District; and

**WHEREAS**, on October 1, 2016, the District and Contractor entered into the Security Services Agreement with an effective date of October 1, 2016, amended by the Second Amendment to Security Services Agreement, dated August 2, 2017 (collectively, the "Agreement"); and

**WHEREAS**, pursuant to Section 1 of the Agreement, "Term", the Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties in writing and subject to appropriation of funds by the District's Board of Supervisors; and

**WHEREAS**, the Second Amendment to Security Services Agreement referenced above extended the term of the Agreement to February 28, 2018; and

**WHEREAS**, the District and Contractor desire to further extend the term of the Agreement through \_\_\_\_\_, 2018 at no increase to the rates as set forth in Section 4 of the Agreement; and

**WHEREAS**, each of the parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

**Section 1.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

**Section 2.** Section 3 of the Agreement is hereby amended to extend the term of the Agreement so as to run from March 1, 2018 through \_\_\_\_\_, 2018.

**Section 3.** All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the day and year first written above.

**Witnesses:**

**UNIVERSAL PROTECTION SERVICE, LLC,  
D/B/A ALLIED UNIVERSAL SECURITY  
SERVICE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA            }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of UNIVERSAL PROTECTION SERVICE, LLC, a North Carolina limited liability company, d/b/a ALLIED UNIVERSAL SECURITY SERVICE. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Witnesses:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**BAYTREE COMMUNITY DEVELOPMENT  
DISTRICT**

**By:** \_\_\_\_\_

**Print Name: \_\_\_\_\_  
Chairman, Board of Supervisors**

STATE OF FLORIDA     }  
COUNTY OF BREVARD   }

The foregoing Instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as Chairman of the Board of Supervisors of the Baytree Community  
Development District. He/she is personally known to me.

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**SERVICES AGREEMENT  
(Janitorial/Cleaning Services)**

**THIS SERVICES AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Agreement"), by and between:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Brevard County, Florida, and whose address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"),

and

**4444 INTERNATIONAL, INC.**, a Florida corporation, whose business address is 601 S. Lake Destiny Road, Suite 165, Maitland, Florida 32751 (hereinafter "Contractor").

**RECITALS**

**WHEREAS**, the District is a community development district established pursuant to Chapter 190, Florida Statutes, situated in Brevard County, Florida; and

**WHEREAS**, the District is responsible for the maintenance of certain public areas and the improvements located within the District, including, but not limited to, restroom facilities at the District swimming pool and trash receptacles around the District swimming pool and tennis courts within the Bayree community; and

**WHEREAS**, the District has a need to retain an independent contractor to provide janitorial and cleaning services, including, but not limited to those certain services associated with the janitorial and cleaning of the two restrooms and the maintenance of the trash receptacles in the vicinity of the District swimming pool and tennis courts (the "Services"), which Services are more particularly described herein and in Contractor's Proposal, dated January 4, 2018 (the "Proposal"), which Proposal is attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, Contractor is willing to undertake the Services, subject to the terms, provisions and conditions of this Agreement; and

**WHEREAS**, Contractor represents that it is qualified to serve as a service provider and has agreed to provide Services to the District; and

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. Duties.** The duties, obligations and responsibilities of Contractor are to perform the Services as described herein and in **Exhibit A**. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and

responsibilities are met to the satisfaction of the District. In addition to those duties and services described in **Exhibit A**, Contractor shall furnish and provide the following services a minimum of three (3) times per week in accordance with a schedule approved by the District Manager of the District:

- A. Empty and properly dispose of all garbage in and in the immediate vicinity of the trash receptacles located around the District swimming pool and tennis courts; and
- B. Clean and disinfect the two (2) restrooms located at the building immediately adjacent to the District swimming pool and make sure restrooms are supplied with toilet paper and paper supplies, as may be applicable; and
- C. Report any observed issues or concerns regarding any District owned facilities or property to the District Manager of the District.

**Section 3. Compensation.** In exchange for providing the Services, the District shall pay the Contractor a monthly amount of **TWO HUNDRED EIGHTY-NINE AND 00/100 (\$289.00) DOLLARS** (the "Contract Price") for services rendered, and in accordance with the Proposal. The Contract Price shall include all costs, expenses, profit and overhead in connection with the provision of Services by Contractor, including but not limited to those incurred by Contractor for reimbursables, employees, insurance, attorneys, vendors, materials, supplies, chemicals, contractors, repairs, maintenance, computers, telephone, long distance, and Internet services, equipment, etc., as necessary to perform the Services, except as otherwise specifically stated in the Proposal. Any additional compensation for additional duties or work shall be paid only upon the written authorization of the District Board of Supervisors in the form of an amendment to this Agreement or the District Manager of the District, where permitted. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

**Section 4. Contractor's Acceptance of Conditions.** The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

**Section 5. Waiver.** It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

**Section 6. Indemnification.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

**Section 7. Independent Contractor.** The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

**Section 8. Communication to Board.** The Contractor shall communicate with the District Manager of the District on matters relating to the Services and this Agreement.

**Section 9. Term.** This Agreement shall commence as of January 5, 2018, and continue through September 30, 2018 (the "Initial Term"), subject to execution by both parties hereto and unless otherwise terminated as provided herein. Unless terminated by either party as provided for in Section 13 of this Agreement, the Initial Term shall automatically be extended on an annual basis for up to three (3) additional one year extension terms, each extension term being from October 1<sup>st</sup> to the following September 30<sup>th</sup>, to coincide with the Fiscal Year of the District.

**Section 10. Agreement.** This instrument, together with its Exhibit(s) specifically referenced herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions of the Services described in Exhibit A, the provisions of this Agreement shall be binding.

**Section 11. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

**Section 12. Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**Section 13. Termination.** This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon ten (10) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event either party terminates this Agreement, the Contractor shall bill the District, and receive payment for those Porter Services provided prior to the date of termination. Should this Agreement be terminated, Contractor will take all reasonable and necessary actions to transfer all the books and records of the District in its possession in an orderly fashion to the District within thirty (30) days.

**Section 14. Insurance.**

A. At all times during the terms of this Agreement, Contractor shall obtain and maintain comprehensive general liability insurance, including fire and general liability coverage from a company or companies licensed to do business in the State of Florida. Contractor agrees to maintain general liability insurance with a per occurrence and aggregate combined single limit of \$1,000,000 for property damage and bodily injury. All policies shall be in a form approved by the District.

B. Worker's Compensation insurance, in an amount sufficient to comply with all applicable laws or regulations shall be maintained by the Contractor.

C. Upon request by the District, Contractor shall deliver to District certificates of all policies as soon as possible after said policies are issued or renewed. All such certificates shall name the Contractor and District as insured's or as additional insured's as their respective interests may appear, and provide that such policies may not be canceled, modified, or terminated without having first provided District with at least thirty (30) days advance notice.

D. The monetary limits and types of coverage stated herein shall not be construed as a limit of Contractor's liability.

**Section 15. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Baytree Community Development District  
c/o Governmental Management Services-Central Florida, LLC  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attn: Dennis E. Lyles, Esq.

**B. If to Contractor:** **4444 International, Inc.**  
601 S. Lake Destiny Road  
Maitland, Florida 32751  
Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**Section 16. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**Section 17. Enforcement of Agreement.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

**Section 18. Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws

of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

**Section 19. Sovereign Immunity.** The Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability and protections afforded the District, as contained in Section 768.28, Florida Statutes, or other statutes or law.

**Section 20. Public Records.** Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-  
CENTRAL FLORIDA, LLC  
135 W. CENTRAL BOULEVARD, SUITE 320  
ORLANDO, FLORIDA 32801  
TELEPHONE: (407) 841-5524  
EMAIL: jshowe@gmscfl.com**

**Section 21. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**Section 22. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**Section 23. Conflicts.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Contractor further represents that no person having a conflict of interest shall be employed by Contractor to perform any function under this Agreement.

B. The Contractor shall promptly notify the District in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the District as to whether the association, interest or circumstance would,

in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. The District agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor if, in the opinion of the District, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Contractor under terms of this Agreement. This Agreement does not prohibit the Contractor from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

**Section 24. No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 25. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have hereunto duly affixed their hands and seals, or caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed, all as of the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Secretary/Assistant Secretary

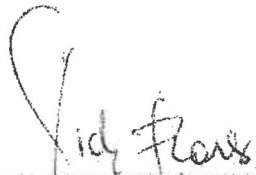
\_\_\_\_\_  
Chair/Vice-Chair


this \_\_\_\_ day of \_\_\_\_\_, 2018


WITNESSES:

CONTRACTOR

**4444 INTERNATIONAL, INC.**, a Florida corporation

  
\_\_\_\_\_  
Print name: VICKY FLORES

  
\_\_\_\_\_  
By: Marvin Cobb  
Title: REGIONAL DIRECTOR

  
\_\_\_\_\_  
Print name: ED CLAYTON

\_\_\_\_\_  
this 30 day of JANUARY, 2018



**EXHIBIT A**

**Proposal**

**BAY TREE/CDD  
(MELBOURNE)**

January 4, 2018

BAYTREE/CDD  
ATTN: Jason Showe  
8207 National Drive & Wickham Road  
Melbourne, Florida 32940

Dear Jason:

Thank you for allowing us the opportunity to present you with our maintenance service proposal customized for your specific requirements.

Coverall was established in 1985 and has since grown to international stature with over ninety regional offices in the United States alone providing professional cleaning services to over 50,000 clients across the country and worldwide. This represents office space in size ranging from 1,000 to 1,000,000 square feet.

Our record growth, the fastest in the commercial cleaning field, results from the individual attention we give to each and every one of our clients.

Once you choose Coverall as your maintenance service company, you will find a highly trained and motivated service staff who will provide you with the highest quality cleaning service on a consistent basis. You will also find a receptive company, which can be as flexible as it is comprehensive. We can provide you with additional or special services when and where they are requested.

At Coverall YOU ARE NUMBER ONE! Customer satisfaction is the reason for our success and forms the foundation of our company's philosophy.

I invite you to spend a few minutes reviewing the enclosed material (subject to acceptance within 90 days) for a clear understanding of our company, its unique concept, and how you can have the best quality cleaning service at the most reasonable price.

Sincerely,

*Marvin Cobb for James Hunter*

Marvin Cobb for James Hunter  
Regional Director

COVERALL CENTRAL FLORIDA

## ***Important facts about COVERALL services***

### **■ Training**

COVERALL requires all franchise owners to use the same cleaning methods that have led to our growth and success.

To accomplish this consistency, franchise owners complete an intensive training program during which they master the latest cleaning techniques using state-of-the-art products and equipment.

### **■ Quality Control**

Our Quality Assurance Department will perform daytime inspections of your workplace at your convenience. This practice helps maintain COVERALL's high standards and encourages feedback from our customers.

### **■ Cleaning Schedules**

All cleaning operations are generally performed after business hours and on weekends. However, COVERALL will also accommodate your daytime cleaning needs.

All initial or special cleanings are arranged to meet your scheduling requirements.

### **■ Communications**

**Phone Support:** We work when you work – so we are available when you need us. Our COVERALL regional offices can assist you with any cleaning matters during regular business hours.

**Mobile Communication:** Our franchise owners and operations department are accessible 24 hours a day via their cell phones. This assures rapid response both in emergency situations or simply to make special requests.

**Log Book:** You can also communicate questions or comments to your franchise owner via our log book. The franchise owner checks the log book daily, and signs it after each cleaning.

### **■ Insurance**

COVERALL franchise owners are insured with \$2,000,000 liability coverage as well as a \$100,000 janitorial bond.

## ***The Problem: Lack of Professionalism in Commercial Cleaning***

Recurring problems in this industry include:

1. Inconsistent service and untrained workers.
2. No supervision to ensure quality.
3. No contact person for service requests.
4. Lack of management concern for customer satisfaction.
5. Account cancellations due to poor quality of labor.

## ***The Solution: The COVERALL Concept***

COVERALL has created a concept where highly trained personnel, quality cleaning methods and dependable work schedules come together to form a successful commercial cleaning program *that works*.

### **The COVERALL Resources**

COVERALL has invested in a comprehensive training program and an extensive support system. We have developed quality control systems, customer relations services and billing and collection services. We provide volume purchasing power, discounted insurance coverage and state-of-the-art equipment packages.

### **Commercial Cleaning Professionals**

Our franchise owners recognize the need for our resources, and they invest in their own commercial cleaning franchises. They want to learn the latest cleaning techniques, proper equipment usage and effective customer relations skills.

These self-motivated individuals are *true* cleaning professionals.

### **The Growing Move to COVERALL Commercial Cleaning**

More than 4,600 industrious men and women have become COVERALL franchise owners. Together, they provide the highest quality commercial cleaning services to our over 23,000 customer accounts.

Small and large office buildings, industrial complexes, medical facilities, banks, department stores and corporate headquarters are among the many accounts we service. Their size ranges from just 1,000 to over one million square feet, yet they all possess one common requirement that COVERALL consistently provides – the best quality cleaning service at the most reasonable price.

## *Helping You Accomplish Your Key Objectives*

Many companies encounter numerous problems with the cleaning of their facility due to the requirements and specialized needs. At **COVERALL CLEANING CONCEPTS**, we provide solutions by handling all of your facility's cleaning requirements.

### **Staff Safety**

#### **Preventing Cross Contamination**

**COVERALL** Cleaning Concepts mandates that color-coded microfiber cleaning cloths and mop pads are used by our cleaning teams to prevent cross-contamination.

#### **Insure proper disinfection**

Our technicians use only hospital-grade, virucide/germicide disinfectant cleaners to ensure a healthier and safer environment for your staff.

### **Staff Satisfaction**

#### **Cleaning restrooms**

**COVERALL CLEANING** teams use advanced microfiber technology instead of cotton cloths.

Microfiber has positively charged fibers 100 times finer than human hair that penetrate the microscopic surface pores of floor materials and other surfaces, removing dust particles that conventional cleaning materials missed.

**COVERALL CLEANING CONCEPTS** uses a flat mopping system designed for the smaller spaces encountered in rooms. The unique trapezoidal shape of the mop head makes it easier for our technicians to get into corners and other tight areas that are typically missed with string mops.

*Areas to be serviced*

RESTROOMS (2)

TRASH CANS AROUND POOL & TENNIS COURTS

## ***Additional Special Services***

On occasion, services other than the regularly scheduled janitorial duties may be required. **COVERALL CLEANING CONCEPTS** will perform these services when requested, and invoice separately from the general monthly cleaning contract, unless the services are specifically included in your monthly billing. If a special service is included, 1/12 of the annual charge is included in each monthly charge.

**COVERALL CLEANING CONCEPTS** is also able to assist with many other cleaning needs, and will provide quotes for any of the following special services upon request:

- Carpet cleaning
- Office furniture cleaning
- Upholstery cleaning
- Window cleaning
- Power washing
- Waste receptacle washing
- Emergency cleaning (fire, flood, etc.)
- Providing of dispenser supplies
- Replacement of burned out bulbs from customer supply
- Ceiling cleaning
- Floor stripping and refinishing
- Restroom sanitation / odor control

To arrange for any of the above services, please contact your **COVERALL CLEANING CONCEPTS** Support Center at your convenience.





## *COVERALL's cleaning contract agreement (continued)*

7. The term of this contract is for one year from the first day of service and shall automatically extend for an additional one-year period upon each anniversary date.

This contract may be terminated by either party upon thirty (30) days written notice should the other party fail to perform in accordance with its obligations. In the event the customer cancels without thirty (30) days prior written notice, COVERALL shall be entitled to one month's service charge.

8. The service charge will be in effect for one year unless changes in the original specifications of the premises take place. In the event of such changes, the company will keep COVERALL informed on a monthly basis.

9. COVERALL shall bill the customer monthly and customer agrees to pay COVERALL the amount that is due and owing under the terms of this contract within ten (10) days of billing date.

In the event of default on payment, customer agrees to pay such additional sum, as the Court may adjudge reasonable as Attorney's fees, collection fees and all Court costs.

Signature and Date *[Signature]* 11/4/18

Print Name John Shaw District Manager

Start Date ASAP

On Behalf of CUSTOMER BAYTREE/CDD

Coverall Representative *Marvin Cobb for James Hunter*

MARVIN COBB FOR JAMES HUNTER

COVERALL CENTRAL FLORIDA



January 18, 2018

Dear Baytree Community Development District (CDD) Members and Mr. Jason Showe,

The previous Baytree Gated Community rear gate directional and information sign [***"Baytree Residents Only-Visitors & Vendors Use Wickham Road Entrance"***], was knocked down on or about September 10-11, 2017 (during Hurricane Irma). Thus, as of the date of this communication and as noted in my previous communications of October 26, 2017 and December 26, 2017, to our CDD District Manager, Mr. Jason Showe, the sign has not been replaced nor is intended to be replaced. The January 16, 2018 District Manager e-mail response was; **"I got with the Board Member, Carolyn Witcher, immediately after your email. It was her recommendation that we not replace the sign that was knocked down at this time"**.

The following communication is a petition and appeal to reinstall that sign at the back-gate. The sign exists, it was not damaged, and only a new pole is required. Its reinstallation, at a reasonable distance before the gate, is paramount. The sign should be placed closer to the gate were the drivers have to slow down and where they can clearly see it before obstructing traffic. Moving the speed bumps further back from the gate would also help.

First and foremost, almost **all** automotive navigation Global Positioning Systems [GPS], direct vendors and guests exclusively to the Baytree back entrance. This creates confusion and frustration for our visitors and residents while resulting in a safety issue.

This missing sign clearly communicated that visitors/vendors are to use the Wickham Road entrance to Baytree. It helped reduce resident's frustration by having an authoritative posting that they could refer to. The sign helped reduce confusion at the back-gate for both vendors and guests while providing necessary redirection. This also helped in reducing the congestion at the back-gate due to nonresidents/vendors being blocked-in which are then forced to backup or try to closely tailgate behind residents.

Mr. Showe stated the following in his December 26, 2017 response: *"Based on initial review, we would likely recommend not replacing that particular sign, because we have a sign on the gate, and earlier up the road, the street is marked residents only."* Please refer to the attached Photos 1, 2 and 3.

Photo 1: The rear-gate sign, **Residents Only Gate-No Tailgating**, is not visible at approximately 135 feet from the gate. Photo 2: One must be within 40-50 feet to effectively see the sign. By then it's too late, the driver is "landlocked and must backup to turnaround.

Mr. Jason Showe also noted that there is white road sign, in 24" letters, painted on the back-entrance pavement. It states: **Baytree Residents Only** and is approximately two-tenths of mile from the rear entrance gate. Photo 3: The notice painted-on the roadway, approaching Baytree, is only a warning. It is easily overlooked and does not offer instruction to preclude the drivers' forthcoming plight.

The Baytree CDD and its management company should do everything possible to prevent the confusion and obstruction at our back entrance for our vendors, guests, and residents alike. This is simply "common sense and a no brainer issue" of maintaining a smooth traffic access and flow for our residents, vendors, and visitors.

I request your reconsideration on this important issue. Thank you.

Respectfully,

Duane L. Tucker  
7984 Kessington Court  
Melbourne, FL 32940-2142  
419-345-4932      [tuckerduan@aol.com](mailto:tuckerduan@aol.com)

1-18-2018

“**Picture 1-Rear Gate Documentation**”-Baytree Drive-Picture taken at approximately 135 feet from black back entrance gate to the front of the monument sign---Please notice and access the sign visibility on the gate sign, while being either stationary or traveling at a slow rate of speed? The sign is **not visible or noticeable!** Also, and most important, the sign is **not visible** when the gate is open completely!



1-18-2018

**“Picture 2-Rear Gate Documentation”-Picture (Baytree Drive)** taken approximately 13.5 feet from gate to back of front first black rubber driveway bump pad. This picture illustrates a rectangle sign (6” by 48”), with the actual black letters on the sign, being 3” [height] by 45.5” [length]. Note, how close the vehicle must be to the gate and where the vehicle must be before you can clearly read the sign. Also, if the gate is fully opened, the sign is not visible.



1-18-2018

**“Picture 3 –Rear Gate Documentation”**- Illustrates the Baytree Drive painted entrance pavement sign, with 24 inch white letters, .2 mile from gate, with the following road sign message-“*Residents Only*”. Upon talking to many long term Baytree residents, most indicated that they never knew that this payment sign existed. Secondly, any vehicular entrance speed at this location would greatly hinder driver sign visibility coupled with a lack of understanding the message content.



**SECTION VI**





**Baytree CDD Action Items  
2/7/2018**

<b>Item #</b>	<b>Action Item</b>	<b>Assigned To:</b>	<b>Status</b>	<b>Comments</b>
1	Benches/Picnic Table Quotes	Scheerer		Awaiting Installation

Potential CIP Projects

1	Sunshade for Pool			Approx. \$20K NTE
2	Suntree Project			Approx. \$35k
3	Tennis Court Resurface			Potential - \$83k - Targeted for FY 2019
4	Pool Back Gate			Approx. \$10k, plus new keys and monthly internet
5	Front Entrance Landscaping			Awaiting Scope
6	Rear Entrance Landscaping			Awaiting Scope
7	Sidewalks			Approx \$13k per year
8	Tree Trimming			Approx \$6,500 per year

**B**



—

2

*This item will be provided under  
separate cover*



*This item will be provided under  
separate cover*

## SECTION VII





# Baytree Community Development District

## Summary of Check Register

September 26, 2017 to January 30, 2018

Fund	Date	Check No.'s	Amount
General Fund	10/3/17	53021-53024	\$ 5,807.32
	10/6/17	53025	\$ 6,022.35
	10/12/17	53026-53028	\$ 5,300.35
	10/20/17	53029-53037	\$ 15,687.43
	10/26/17	53038-53040	\$ 10,929.70
	11/1/17	53041-53053	\$ 16,622.50
	11/2/17	53054	\$ 6,158.43
	11/8/17	53055-53056	\$ 403.48
	11/13/17	53057	\$ 550.00
	11/15/17	53058-53063	\$ 8,528.76
	11/17/17	53064	\$ 89.00
	11/30/17	53065-53069	\$ 17,495.38
	12/7/17	53070	\$ 5,886.03
	12/8/17	53071-53079	\$ 3,190.16
	12/13/17	53080-53085	\$ 15,741.21
	12/19/17	53086-53088	\$ 3,769.66
	12/22/17	53089	\$ 2,241.12
	1/3/18	53090-53093	\$ 7,847.13
	1/9/18	53094	\$ 6,514.26
	1/10/18	53095-53096	\$ 2,871.72
1/18/18	53097-53104	\$ 39,221.58	
			\$ 180,877.57
Capital Projects Fund	11/1/17	70-71	\$ 26,777.00
	12/13/17	72	\$ 2,969.75
			\$ 29,746.75
Community Beautification Fund	11/1/17	21	\$ 17,066.00
			\$ 17,066.00
Payroll	<u>October 2017</u>		
	Carolyn Witcher	50384	\$ 184.70
	Gilbert M. Mills Jr	50385	\$ 184.70
	Maria G Hernandez	50386	\$ 183.87
Richard Bosseler	50387	\$ 184.70	
			\$ 737.97
			\$ 228,428.29

\*\*\* CHECK DATES 09/26/2017 - 01/30/2018 \*\*\*

BAYTREE GENERAL FUND  
BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/03/17	00012	9/19/17 1867051	201708 310-51300-31100	MEET/POOLPARKING/DRAINSYS ATKINS	*	2,170.00	2,170.00 053021
10/03/17	00047	9/21/17 S96095	201709 320-53800-41100	INSTL LOOP DETECTOR-MAIN	*	651.08	
		9/21/17 S96358	201709 320-53800-41100	BELT RPLC RESIDENT GATE ACCESS CONTROL TECHNOLOGIES	*	270.28	921.36 053022
10/03/17	00023	7/12/17 8671640	201707 310-51300-48000	NOTICE OF PUBLIC HEARING FLORIDA TODAY	*	590.76	590.76 053023
10/03/17	00170	9/21/17 7333722	201709 320-53800-34500	SECURITY 9/15/17-9/21/17 UNIVERSAL PROTECTION SERVICE, LP	*	2,125.20	2,125.20 053024
10/06/17	00021	10/02/17 283	201710 310-51300-34000	MANAGEMENT FEES OCT17	*	3,411.50	
		10/02/17 283	201710 310-51300-35100	INFO TECHNOLOGY OCT17	*	133.33	
		10/02/17 283	201710 310-51300-51000	OFFICE SUPPLIES	*	23.25	
		10/02/17 283	201710 310-51300-42000	POSTAGE	*	19.67	
		10/02/17 283	201710 310-51300-42500	COPIES	*	113.85	
		10/02/17 284	201710 320-53800-34000	FIELD MANAGEMENT OCT17 GOVERNMENTAL MANAGEMENT SERVICES	*	2,320.75	6,022.35 053025
10/12/17	00017	9/30/17 09302017	201709 320-53800-46200	JANITORIAL SERVICES-SEP17	*	350.00	
		9/30/17 09302017	201709 320-53800-46200	HURRICANE CLEANUP-POOL	*	50.00	
		9/30/17 09302017	201709 320-53800-46200	JANITORIAL SERVICES-SEP17	V	350.00-	
		9/30/17 09302017	201709 320-53800-46200	HURRICANE CLEANUP-POOL J & I JANITORIAL SERVICES	V	50.00-	.00 053026
10/12/17	00016	9/27/17 37852	201709 320-53800-47200	HURRICANE IRMA CLEANUP	*	5,825.00	
		9/27/17 37852	201709 320-53800-47200	HURRICANE IRMA CLEANUP TROPIC-CARE OF FLORIDA, INC.	V	5,825.00-	.00 053027

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BAYTREE GENERAL FUND  
BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/12/17	00170	9/28/17	7353302	201709 320-53800-34500		SECURITY 9/22/17-9/28/17	*	2,125.20		
10/05/17		7365707	201709 320-53800-34500			SECURITY 9/29/17-9/30/17	*	607.20		
10/05/17		7365707A	201710 320-53800-34500			SECURITY 10/1/17-10/5/17	*	1,518.00		
10/07/17		7358742	201709 320-53800-34500			SECURITY 9/8/17-9/14/17	*	1,049.95		
		9/28/17	7353302	201709 320-53800-34500		SECURITY 9/22/17-9/28/17	V	2,125.20-		
10/05/17		7365707	201709 320-53800-34500			SECURITY 9/29/17-9/30/17	V	607.20-		
10/05/17		7365707A	201710 320-53800-34500			SECURITY 10/1/17-10/5/17	V	1,518.00-		
10/07/17		7358742	201709 320-53800-34500			SECURITY 9/8/17-9/14/17	V	1,049.95-		
		9/28/17	7353302	201709 320-53800-34500		SECURITY 9/22/17-9/28/17	P	2,125.20		
10/05/17		7365707	201709 320-53800-34500			SECURITY 9/29/17-9/30/17	P	607.20		
10/05/17		7365707A	201710 320-53800-34500			SECURITY 10/1/17-10/5/17	P	1,518.00		
10/07/17		7358742	201709 320-53800-34500			SECURITY 9/8/17-9/14/17	P	1,049.95		
									5,300.35	053028
UNIVERSAL PROTECTION SERVICE, LP										
10/20/17	00012	10/10/17	1868363	201709 310-51300-31100		ENGINEERING 8/28-10/1/17	*	310.00		
									310.00	053029
ATKINS										
10/20/17	00019	9/30/17	17831	201709 320-53800-46200		HURRICANE CLEANUP	*	80.00		
		10/01/17	10012017	201710 320-53800-46200		MONTHLY POOL SRVC OCT17	*	625.00		
									705.00	053030
BEACH POOL SERVICE										
10/20/17	00039	9/07/17	315952	201709 320-53800-47000		AQUATIC WEED CTRL SEP17	*	2,413.00		
		9/26/17	315953	201709 320-53800-47000		NATURAL AREAS MGMT SEP17	*	350.00		
									2,763.00	053031
ECOR INDUSTRIES										
10/20/17	00008	10/03/17	5-949-40	201709 310-51300-42000		DELIVERY 9/27/17	*	101.75		
									101.75	053032
FEDEX										
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CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #		
10/20/17	00023	10/09/17	8750711	201709	310	51300	48000		NOTICE OF MEETINGS FY18	*	188.68				
		10/09/17	8750711	201709	310	51300	48000		PREVIOUS BALANCE	*	2.00				
-----												FLORIDA TODAY		190.68	053033
10/20/17	00117	10/17/17	10172017	201710	320	53800	47700		DEPOSIT - XMAS LIGHTS	*	1,908.00				
-----												HOLIDAY LIGHTSCAPES INC.		1,908.00	053034
10/20/17	00017	9/30/17	09302017	201709	320	53800	46200		JANITORIAL SERVICES-SEP17	*	350.00				
		9/30/17	09302017	201709	320	53800	46200		HURRICANE CLEANUP	*	50.00				
-----												J & I JANITORIAL SERVICES		400.00	053035
10/20/17	00016	9/27/17	37852	201709	320	53800	47200		HURRICANE IRMA CLEAN UP	*	5,825.00				
		10/11/17	37949	201710	320	53800	47200		RMV STUMPS/ROOTS RPLC SOD	*	950.00				
		10/16/17	37953	201710	320	53800	47200		HURRICANE CLEANUP-SUNTREE	*	2,450.00				
-----												TROPIC-CARE OF FLORIDA, INC.		9,225.00	053036
10/20/17	00084	10/17/17	43547	201710	320	53800	49000		RENT STORAGE FEE - NOV17	*	84.00				
-----												VIERA STORAGE COMPANY		84.00	053037
10/26/17	00189	10/25/17	5722	201710	320	53800	49000		DEP HURRICANE REPAIRS	*	1,304.50				
-----												BERRY SIGNS INC		1,304.50	053038
10/26/17	00016	10/03/17	37898	201710	320	53800	47300		MTHLY LANDSCAPE OCT17	*	7,500.00				
-----												TROPIC-CARE OF FLORIDA, INC.		7,500.00	053039
10/26/17	00170	10/12/17	7390539	201710	320	53800	34500		SECURITY 10/6/17-10/12/17	*	2,125.20				
-----												UNIVERSAL PROTECTION SERVICE, LP		2,125.20	053040
11/01/17	00190	10/13/17	28247	201710	320	53800	34600		SECURITY 10/12/17	*	90.00				
-----												ANTHONY GENOVA		90.00	053041
11/01/17	00004	8/31/17	144862	201708	310	51300	31500		RECEIPT/REVIEW/PREPMEETIN	*	2,127.80				

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	EXPENSED TO... DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		9/30/17	144864	201709	310-51300-31500			*	2,427.50		
RECEIPT/REVIEW/PREPMEETIN											
BILLING, COCHRAN, LYLES, MAURO&RAMSEY										4,555.30	053042
11/01/17	00132	10/03/17	28066	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/04/17	28069	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/10/17	28205	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/13/17	28247	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/17/17	28315	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/19/17	28330	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/24/17	28407	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
		10/26/17	28443	201710	320-53800-34600			*	9.00		
ADMINISTRATIVE FEE											
BREVARD COUNTY SHERIFF'S OFFICE										72.00	053043
11/01/17	00162	10/04/17	28069	201710	320-53800-34600			*	90.00		
SECURITY 10/4/17											
CHAD MASSOLINI										90.00	053044
11/01/17	00159	10/26/17	28443	201710	320-53800-34600			*	90.00		
SECURITY 10/26/17											
CHRISTOPHER LITTLE										90.00	053045
11/01/17	00186	10/19/17	28330	201710	320-53800-34600			*	90.00		
SECURITY 10/19/17											
HEATHER CIERA BIVINS										90.00	053046
11/01/17	00105	10/25/17	10252017	201710	320-53800-41100			*	550.00		
RPLC POLY LINING/SLATES											
		10/25/17	10252017	201710	320-53800-41100			V	550.00-		
RPLC POLY LINING/SLATES											
JOHN'S ROOFING, INC.										.00	053047
11/01/17	00191	10/03/17	28066	201710	320-53800-34600			*	90.00		
SECURITY 10/3/17											
KYLE STERLING BREWER										90.00	053048
11/01/17	00181	10/17/17	28315	201710	320-53800-34600			*	90.00		
SECURITY 10/17/17											
ROBERT W MANLEY III										90.00	053049

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11/01/17	00016	10/24/17	37988	201710	320-53800-47200			HURRICAN IRMA CLEAN UP TROPIC-CARE OF FLORIDA, INC.	*	9,150.00	9,150.00	053050
11/01/17	00138	10/10/17	28205	201710	320-53800-34600			SECURITY 10/10/17 THOMAS KELLY	*	90.00	90.00	053051
11/01/17	00160	10/24/17	28407	201710	320-53800-34600			SECURITY 10/24/17 TODD BEUER	*	90.00	90.00	053052
11/01/17	00170	10/19/17	7402621	201710	320-53800-34500			SECURITY 10/13-10/19/17 UNIVERSAL PROTECTION SERVICE, LP	*	2,125.20	2,125.20	053053
11/02/17	00021	11/01/17	285	201711	310-51300-34000			MANAGEMENT FEES NOV17	*	3,411.50		
		11/01/17	285	201711	310-51300-35100			INFO TECHNOLOGY NOV17	*	133.33		
		11/01/17	285	201711	310-51300-51000			OFFICE SUPPLIES	*	23.55		
		11/01/17	285	201711	310-51300-42000			POSTAGE	*	14.43		
		11/01/17	285	201711	310-51300-42500			COPIES	*	27.30		
		11/01/17	286	201711	320-53800-34000			FIELD MANAGEMENT NOV17	*	2,320.75		
		11/01/17	286	201711	320-53800-49000			HURRICANE RMV/STO POOLFRN	*	227.57		
								GOVERNMENTAL MANAGEMENT SERVICES			6,158.43	053054
11/08/17	00099	10/02/17	69602	201711	310-51300-54000			SPECIAL DISTRICT FEE-FY18 DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00	053055
11/08/17	00088	11/02/17	11022017	201711	310-51300-49200			FIRE SP ASSESSMENT-COUNTY LISA CULLEN, TAX COLLECTOR	*	228.48	228.48	053056
11/13/17	00105	10/25/17	10252017	201710	320-53800-41100			RPLC POLY LINING/SLATES JOHN'S ROOFING, INC.	*	550.00	550.00	053057
11/15/17	00019	10/17/17	17761	201710	320-53800-46200			RPLC WIRES POOL REC PUMP	*	148.70		

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		11/05/17	17349110	201711	320-53800		46200	MONTHLY POOL SRVC NOV17	*	625.00		
								BEACH POOL SERVICE			773.70	053058
11/15/17	00039	10/04/17	319179	201710	320-53800		41100	QTRLY PEST CTRL-GATEHOUSE	*	60.00		
		10/09/17	317685	201710	320-53800		47000	AQUATIC WEED CTRL OCT17	*	2,413.00		
								ECOR INDUSTRIES			2,473.00	053059
11/15/17	00123	8/30/17	W12302	201708	320-53800		47500	RPLC PHOTO CELL/RELOCATE	*	203.66		
								EAU GALLIE ELECTRIC INC.			203.66	053060
11/15/17	00052	10/30/17	621500	201710	320-53800		47500	LED BULLET FLOOD/LNDSCE	*	478.00		
								FLORIDA BULB & BALLAST INC.			478.00	053061
11/15/17	00017	10/30/17	10302017	201710	320-53800		46200	JANITORIAL SERVICES-OCT17	*	350.00		
								J & I JANITORIAL SERVICES			350.00	053062
11/15/17	00170	11/02/17	7441973	201710	320-53800		34500	SECURITY 10/27-10/31/17	*	1,518.00		
		11/02/17	7441973A	201711	320-53800		34500	SECURITY 11/1-11/2/2017	*	607.20		
		11/04/17	7455323	201710	320-53800		34500	SECURITY 10/20-10/26/17	*	2,125.20		
								UNIVERSAL PROTECTION SERVICE, LP			4,250.40	053063
11/17/17	00084	11/17/17	44112	201711	320-53800		49000	RENT STORAGE FEE - DEC17	*	89.00		
								VIERA STORAGE COMPANY			89.00	053064
11/30/17	00004	10/31/17	145279	201710	310-51300		31500	RECEIPT/REVIEW/PREPMEETIN	*	2,767.50		
								BILLING, COCHRAN, LYLES, MAURO&RAMSEY			2,767.50	053065
11/30/17	00077	11/22/17	B-8407	201711	320-53800		41100	REAR GATE-INST LEXAN/LOCK	*	550.00		
								DBA KENDAL SIGNS			550.00	053066
11/30/17	00124	11/20/17	11202017	201711	320-53800		51200	COMMON AREA-SIDEWALK	*	1,700.00		
		11/20/17	11202017	201711	320-53800		46200	CLEANING OF POOL DECK	*	325.00		
								KENNETH G HORN			2,025.00	053067

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11/30/17	00016	11/03/17	38039	201711	320-53800-47300			MTHLY LANDSCAPE NOV17 TROPIC-CARE OF FLORIDA, INC.	*	7,500.00	7,500.00	053068
11/30/17	00170	11/16/17	7497474	201710	320-53800-34500			SECURITY11/10/17-11/16/17	*	2,246.16		
		11/23/17	7492459	201710	320-53800-34500			SECURITY11/17/17-11/23/17 UNIVERSAL PROTECTION SERVICE, LP	*	2,406.72	4,652.88	053069
12/07/17	00021	12/01/17	287	201712	310-51300-34000			MANAGEMENT FEES DEC17	*	3,411.50		
		12/01/17	287	201712	310-51300-35100			INFO TECHNOLOGY DEC17	*	133.33		
		12/01/17	287	201712	310-51300-51000			OFFICE SUPPLIES	*	.99		
		12/01/17	287	201712	310-51300-42000			POSTAGE	*	13.83		
		12/01/17	287	201712	310-51300-42500			COPIES	*	1.80		
		12/01/17	288	201712	320-53800-34000			FIELD MANAGEMENT DEC17	*	2,320.75		
		12/01/17	288	201712	320-53800-41100			SUPPLIES - GUARHOUSE GOVERNMENTAL MANAGEMENT SERVICES	*	3.83	5,886.03	053070
12/08/17	00132	11/02/17	28582	201711	320-53800-34600			ADMINISTRATIVE FEE	*	9.00		
		11/03/17	28609	201711	320-53800-34600			ADMINISTRATIVE FEE	*	9.00		
		11/08/17	28689	201711	320-53800-34600			ADMINISTRATIVE FEE	*	9.00		
		11/14/17	28786	201711	320-53800-34600			ADMINISTRATIVE FEE	*	9.00		
		11/22/17	28895	201711	320-53800-34600			ADMINISTRATIVE FEE	*	9.00		
		11/29/17	29031	201711	320-53800-34600			ADMINISTRATIVE FEE BREVARD COUNTY SHERIFF'S OFFICE	*	9.00	54.00	053071
12/08/17	00154	11/03/17	28609	201711	320-53800-34600			SECURITY 11/1/17 BRENDEN BUTLER	*	90.00	90.00	053072
12/08/17	00162	11/02/17	28582	201711	320-53800-34600			SECURITY 11/2/17 CHAD MASSOLINI	*	90.00	90.00	053073

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12/08/17	00159	11/29/17	29031 SECURITY	201711		320-53800-34600			CHRISTOPHER LITTLE	*	90.00	90.00	053074
12/08/17	00192	11/08/17	28689 SECURITY	201711		320-53800-34600			CHRISTIAN DAUGIRDAS	*	90.00	90.00	053075
12/08/17	00186	11/14/17	28786 SECURITY	201711		320-53800-34600			HEATHER CIERA BIVINS	*	90.00	90.00	053076
12/08/17	00017	11/28/17	11282017 JANITORIAL SERVICES-NOV17	201711		320-53800-46200			J & I JANITORIAL SERVICES	*	350.00	350.00	053077
12/08/17	00181	11/22/17	28895 SECURITY	201711		320-53800-34600			ROBERT W MANLEY III	*	90.00	90.00	053078
12/08/17	00170	11/30/17	7505627 SECURITY	201711		320-53800-34500			UNIVERSAL PROTECTION SERVICE, LP	*	2,246.16	2,246.16	053079
12/13/17	00012	12/04/17	1871714 MEET/INSPFLOOD/LAKERESTOR	201710		310-51300-31100			ATKINS	*	2,402.50	2,402.50	053080
12/13/17	00047	11/29/17	P27613 100 EGO PLUS STICKER TAGS	201711		320-53800-34700			ACCESS CONTROL TECHNOLOGIES	*	1,980.00	4,014.55	053081
		11/29/17	P27613 100 EGO PLUS STICKER TAGS	201711		320-53800-34700				*	1,980.00		
		11/29/17	P27613 SHIPPING AND HANDLING	201711		320-53800-34700				*	54.55		
12/13/17	00019	12/01/17	17349120 MTHLY POOL SRVC DEC17	201712		320-53800-46200			BEACH POOL SERVICE	*	625.00	625.00	053082
12/13/17	00039	11/06/17	319530 AQUATIC WEED CTRL NOV17	201711		320-53800-47000			ECOR INDUSTRIES	*	2,413.00	2,763.00	053083
		11/09/17	319531 NATURAL AREAS MGMT NOV17	201711		320-53800-47000				*	350.00		

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12/13/17	00016	11/28/17	38136	201711	320-53800-47200				GRIND 6STUMPS/RMV OAKTREE	*	825.00		
		12/04/17	38229	201712	320-53800-47200				LANDSCAPE IMPROV-NAT'L DR	*	1,125.00		
		12/06/17	38242	201712	320-53800-47400				IRRIGATION RPRS - DEC17	*	1,740.00		
TROPIC-CARE OF FLORIDA, INC.												3,690.00	053084
12/13/17	00170	12/07/17	7535223	201712	320-53800-34500				SECURITY 12/1/17-12/7/12	*	2,246.16		
UNIVERSAL PROTECTION SERVICE, LP												2,246.16	053085
12/19/17	00189	12/14/17	10043	201712	320-53800-41100				RPR STREET SIGNS/FLAGPOLE	*	1,434.50		
BERRY SIGNS INC												1,434.50	053086
12/19/17	00170	12/14/17	7549881	201712	320-53800-34500				SECURITY 12/8/17-12/14/17	*	2,246.16		
UNIVERSAL PROTECTION SERVICE, LP												2,246.16	053087
12/19/17	00084	12/18/17	44674	201712	320-53800-49000				RENT STORAGE FEE - JAN18	*	89.00		
VIERA STORAGE COMPANY												89.00	053088
12/22/17	00170	12/02/17	7558204	201711	320-53800-34500				SECURITY 11/3/17-11/9/17	*	2,241.12		
UNIVERSAL PROTECTION SERVICE, LP												2,241.12	053089
1/03/18	00004	11/30/17	146065	201711	310-51300-31500				RECEIPT/REVIEW/PREPMEETIN	*	742.50		
BILLING, COCHRAN, LYLES, MAURO&RAMSEY												742.50	053090
1/03/18	00123	12/21/17	w13257	201711	320-53800-47500				SAFE OFF 2 TENNIS CT LIGH	*	243.75		
EAU GALLIE ELECTRIC INC.												243.75	053091
1/03/18	00117	12/26/17	12262017	201712	320-53800-47700				FINAL PAYMENT	*	2,208.00		
HOLIDAY LIGHTSCAPES INC.												2,208.00	053092
1/03/18	00170	12/21/17	7565062	201712	320-53800-34500				SECURITY 12/15-12/21/17	*	2,246.16		
		12/28/17	7575740	201712	320-53800-34500				SECURITY 12/22-12/28/17	*	2,406.72		
UNIVERSAL PROTECTION SERVICE, LP												4,652.88	053093

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1/09/18	00021	1/02/18	289	201801	310-51300-34000		MANAGEMENT FEES JAN18	*	3,411.50		
		1/02/18	289	201801	310-51300-35100		INFO TECHNOLOGY JAN18	*	133.33		
		1/02/18	289	201801	310-51300-51000		OFFICE SUPPLIES	*	.84		
		1/02/18	289	201801	310-51300-42000		POSTAGE	*	13.16		
		1/02/18	290	201801	320-53800-34000		FIELD MANAGEMENT JAN18	*	2,320.75		
		1/02/18	290	201801	320-53800-41100		DELL COMPUTER GUARDHOUSE	*	634.68		
GOVERNMENTAL MANAGEMENT SERVICES										6,514.26	053094
1/10/18	00012	1/04/18	1873685	201711	310-51300-31100		NOV ENGINEERING SERVICES	*	465.00		
ATKINS										465.00	053095
1/10/18	00170	1/04/18	7598030	201712	320-53800-34500		SECURITY 12/29-12/31/17	*	962.64		
		1/04/18	7598030A	201801	320-53800-34500		SECURITY 1/1/18-1/4/18	*	1,444.08		
UNIVERSAL PROTECTION SERVICE, LP										2,406.72	053096
1/18/18	00019	1/02/18	18349010	201801	320-53800-46200		MTHLY POOL SRVC JAN18	*	625.00		
BEACH POOL SERVICE										625.00	053097
1/18/18	00039	12/05/17	321377	201712	320-53800-47000		AQUATIC WEED CTRL DEC17	*	2,413.00		
ECOR INDUSTRIES										2,413.00	053098
1/18/18	00016	12/04/17	38155	201712	320-53800-47300		MTHLY LANDSCAPE DEC17	*	7,500.00		
		1/02/18	38258	201801	320-53800-47200		RMV DEAD MATER. NAT'L DR	*	250.00		
		1/02/18	38260	201801	320-53800-47200		INSTALL SYLVESTER PALMS	*	7,500.00		
		1/02/18	38260	201801	320-53800-47200		INSTALL SABAL PALMS	*	600.00		
		1/04/18	38306	201801	320-53800-47300		MTHLY LANDSCAPE JAN18	*	7,500.00		
TROPIC-CARE OF FLORIDA, INC.										23,350.00	053099
1/18/18	00170	1/11/18	7619501	201801	320-53800-34500		SECURITY 1/5/18-1/11/18	*	2,246.16		
UNIVERSAL PROTECTION SERVICE, LP										2,246.16	053100

BAYT --BAYTREE-- BPEREGRINO

\*\*\* CHECK DATES 09/26/2017 - 01/30/2018 \*\*\*

BAYTREE GENERAL FUND  
BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
I/18/18	00084	1/17/18	45215	201801	320-53800-49000				RENT STORAGE - FEB18 VIERA STORAGE COMPANY	*	89.00	89.00	053101
1/18/18	00047	1/15/18	S98124	201712	320-53800-41100				INST.ANGLE/NEW GATE ARM ACCESS CONTROL TECHNOLOGIES	*	502.26	502.26	053102
1/18/18	00016	1/10/18	38376	201801	320-53800-47200				RMV PEPPER TREES 663 KGWD	*	1,750.00		
		1/10/18	38376	201801	320-53800-47200				RMV PEPPER TREES 669 KGWD	*	1,550.00		
		1/10/18	38376	201801	320-53800-47200				RMV PEPPER TREES 675 KGWD	*	1,450.00		
		1/10/18	38377	201801	320-53800-47200				TRIM LIGUSTRUM HEDGE TROPIC-CARE OF FLORIDA, INC.	*	3,000.00	7,750.00	053103
1/18/18	00170	1/18/18	7635483	201801	320-53800-34500				SECURITY-1/12/18-1/18/18 UNIVERSAL PROTECTION SERVICE, LP	*	2,246.16	2,246.16	053104
TOTAL FOR BANK A											180,877.57		
TOTAL FOR REGISTER											180,877.57		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/17	00003	10/31/17	10312017	2017	10	600-20700-10000			FY17 BUDGET ADJ CR FUNDIN BAYTREE CDD	*	23,654.00	23,654.00	000070
11/01/17	00059	9/21/17	12831	2017	09	600-53800-46200			BRADWICK WAY SIDEWALK RPR ROYSTON/TRAMWY/EDDYSTONE DON BO, INC.	*	448.00	3,123.00	000071
		9/21/17	12831	2017	09	600-53800-46200				*	2,675.00		
12/13/17	00025	11/30/17	17195	2017	11	600-53800-48000			6' CHARLESTON BENCH W/BCK BLISS PRODUCTS AND SERVICE INC	*	2,969.75	2,969.75	000072
TOTAL FOR BANK B											29,746.75		
TOTAL FOR REGISTER											29,746.75		

BAYT --BAYTREE-- BPEREGRINO

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 1/30/18

PAGE 1

\*\*\* CHECK DATES 09/26/2017 - 01/30/2018 \*\*\*

BAYTREE BEAUTIFICATION  
BANK D BAYTREE CDD-COMM BEA

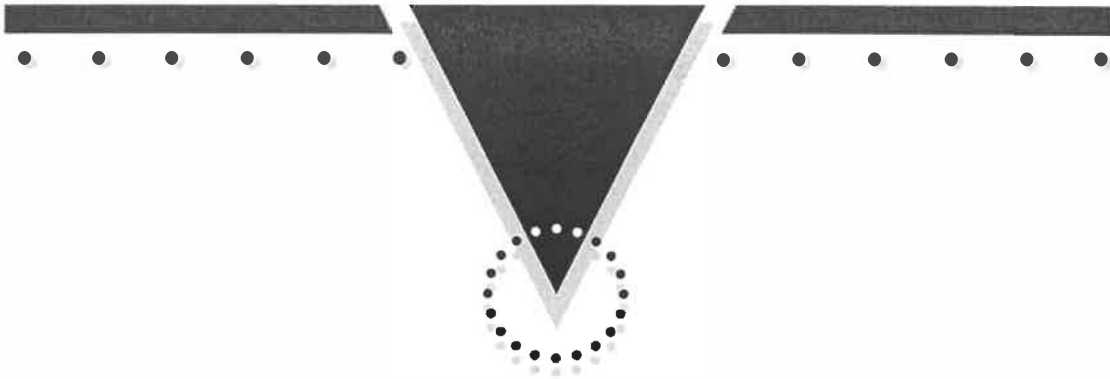
CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/17	00004	10/31/17	10312017	201710	600	20700	10000		BAYTREE CDD	*	17,066.00	17,066.00	000021
TOTAL FOR BANK D											17,066.00		
TOTAL FOR REGISTER											17,066.00		

BAYT --BAYTREE-- BPEREGRINO



**B**





# Baytree

## Community Development District

Unaudited Financial Reporting  
December 31, 2017



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**Baytree**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2017**

	General Fund	Capital Projects Fund	Totals (Memorandum Only) 2018
<b><u>Assets:</u></b>			
<b><u>Cash:</u></b>			
Wells Fargo	\$584,975	---	\$584,975
SunTrust - Capital Reserves	---	\$51,905	\$51,905
SunTrust - Pavement Management	---	\$102,641	\$102,641
Regions - Community Beautification	---	\$26,610	\$26,610
<b><u>Investments:</u></b>			
Custody	\$1,024	---	\$1,024
<b>Total Assets</b>	<b>\$585,999</b>	<b>\$181,156</b>	<b>\$767,155</b>
<b><u>Liabilities:</u></b>			
Accounts Payable	\$19,690	---	\$19,690
<b><u>Fund Balances:</u></b>			
Assigned	---	\$51,905	\$51,905
Assigned	---	\$102,641	\$102,641
Assigned	---	\$26,610	\$26,610
Unassigned	\$566,309	---	\$566,309
<b>Total Liabilities and Fund Equity &amp; Other Credits</b>	<b>\$585,999</b>	<b>\$181,156</b>	<b>\$767,155</b>

**Baytree**  
**Community Development District**  
**General Fund**  
Statement of Revenues & Expenditures  
For The Period Ending December 31, 2017

	Adopted Budget	Prorated Budget Thru 12/31/17	Actual Thru 12/31/17	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$695,968	\$619,037	\$619,037	\$0
Interest Income - Investments	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$29,502	\$0	\$0	\$0
Miscellaneous Income	\$4,000	\$1,000	\$1,056	\$56
<b>Total Revenues</b>	<b>\$729,470</b>	<b>\$620,037</b>	<b>\$620,093</b>	<b>\$57</b>

**Expenditures:**

**Administrative**

Supervisor Fees	\$8,000	\$2,000	\$800	\$1,200
FICA Expense	\$612	\$153	\$61	\$92
Engineering	\$25,000	\$6,250	\$2,868	\$3,383
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$4,438	\$3,510	\$928
Annual Audit	\$3,300	\$0	\$0	\$0
Management Fees	\$40,938	\$10,235	\$10,235	\$0
Information Technology	\$1,600	\$400	\$400	\$0
Telephone	\$150	\$38	\$0	\$38
Postage	\$1,500	\$375	\$48	\$327
Insurance	\$13,800	\$13,800	\$12,547	\$1,253
Tax Collector Fee	\$13,980	\$13,980	\$13,962	\$18
Printing & Binding	\$1,700	\$425	\$143	\$282
Legal Advertising	\$1,200	\$300	\$0	\$300
Other Current Charges	\$1,700	\$425	\$223	\$202
Office Supplies	\$200	\$50	\$48	\$2
Property Taxes	\$250	\$250	\$228	\$22
Property Appraiser	\$234	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$139,589</b>	<b>\$60,793</b>	<b>\$52,747</b>	<b>\$8,045</b>

**Baytree**  
**Community Development District**  
**General Fund**  
Statement of Revenues & Expenditures  
For The Period Ending December 31, 2017

	Adopted Budget	Prorated Budget Thru 12/31/17	Actual Thru 12/31/17	Variance
<b><u>Operation and Maintenance</u></b>				
Security Contract	\$119,566	\$29,892	\$29,267	\$625
Security - Speed Control	\$10,296	\$2,574	\$1,386	\$1,188
Gate Maintenance Contract	\$1,200	\$0	\$0	\$0
Maintenance - Gate House	\$10,000	\$2,500	\$3,171	(\$671)
Telephone - Gate House/Pool	\$7,500	\$1,875	\$1,734	\$141
Transponders	\$4,500	\$4,015	\$4,015	\$0
Field Management Fees	\$27,849	\$6,962	\$6,962	\$0
Electric	\$55,000	\$13,750	\$12,523	\$1,227
Water & Sewer	\$6,200	\$1,550	\$2,038	(\$488)
Gas	\$6,800	\$1,700	\$1,470	\$230
Maintenance - Lakes	\$36,600	\$9,150	\$7,589	\$1,561
Maintenance - Landscape Contract	\$90,000	\$22,500	\$22,500	\$0
Maintenance - Additional Landscape	\$19,000	\$4,750	\$14,500	(\$9,750)
Maintenance - Pool	\$17,000	\$4,250	\$3,049	\$1,201
Maintenance - Irrigation	\$6,000	\$1,500	\$1,740	(\$240)
Maintenance - Lighting	\$9,000	\$2,250	\$722	\$1,528
Maintenance - Monuments	\$6,000	\$1,500	\$0	\$1,500
Maintenance - Other Field (R&M General)	\$4,000	\$1,000	\$1,920	(\$920)
Maintenance - Playground	\$500	\$125	\$0	\$125
Maintenance - Tennis Court Area	\$1,000	\$250	\$0	\$250
Holiday Landscape Lighting	\$4,000	\$4,000	\$4,116	(\$116)
Operating Supplies	\$750	\$188	\$0	\$188
Sidewalk/Curb Cleaning	\$11,000	\$2,750	\$1,700	\$1,050
Miscellaneous	\$1,000	\$250	\$0	\$250
<b>Total Operation and Maintenance</b>	<b>\$454,761</b>	<b>\$119,280</b>	<b>\$120,401</b>	<b>(\$1,121)</b>
<b><u>Reserves</u></b>				
Transfer Out - Capital Projects - Paving Baytree	\$61,542	\$0	\$0	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$20,108	\$0	\$0	\$0
Transfer Out - Reserves	\$8,202	\$0	\$0	\$0
Transfer Out - Community Beautification Fund	\$45,268	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$135,120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$729,470</b>		<b>\$173,148</b>	
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>\$446,945</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$119,364</b>	
<b>Fund Balance - Ending</b>	<b>(\$0)</b>		<b>\$566,309</b>	

**Baytree**  
**Community Development District**  
**Capital Reserves Fund**  
Summary of Revenues & Expenditures  
For The Period Ending December 31, 2017

	Adopted Budget	Prorated Budget Thru 12/31/17	Actual Thru 12/31/17	Variance
<b>Revenues:</b>				
Transfer In	\$8,202	\$0	\$0	\$0
Interest Income	\$100	\$25	\$8	(\$17)
<b>Total Revenues</b>	<b>\$8,302</b>	<b>\$25</b>	<b>\$8</b>	<b>(\$17)</b>
<b>Expenditures:</b>				
Lake Bank Restoration	\$15,000	\$3,750	\$0	\$3,750
Sidewalk/Gutter Repair	\$12,500	\$3,125	\$0	\$3,125
Drainage Maintenance	\$10,000	\$2,500	\$0	\$2,500
Curb - Tree Trimming/Replacements	\$6,500	\$1,625	\$0	\$1,625
Benches	\$0	\$0	\$2,970	(\$2,970)
<b>Total Expenditures</b>	<b>\$44,000</b>	<b>\$11,000</b>	<b>\$2,970</b>	<b>\$8,030</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$35,698)</b>		<b>(\$2,961)</b>	
<b>Fund Balance - Beginning</b>	<b>\$60,358</b>		<b>\$54,866</b>	
<b>Fund Balance - Ending</b>	<b>\$24,660</b>		<b>\$51,905</b>	

**Baytree**  
**Community Development District**  
**Pavement Management Fund**  
 Summary of Revenues & Expenditures  
 For The Period Ending December 31, 2017

	Adopted Budget	Prorated Budget Thru 12/31/17	Actual Thru 12/31/17	Variance
<b>Revenues:</b>				
Transfer In - Baytree	\$61,542	\$0	\$0	\$0
Transfer In - IOB	\$20,108	\$0	\$0	\$0
Interest Income	\$75	\$19	\$13	(\$6)
<b>Total Revenues</b>	<b>\$81,725</b>	<b>\$19</b>	<b>\$13</b>	<b>(\$6)</b>
<b>Expenditures:</b>				
Roadway Paving	\$0	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$81,725</b>		<b>\$13</b>	
<b>Fund Balance - Beginning</b>	<b>\$103,715</b>		<b>\$102,628</b>	
<b>Fund Balance - Ending</b>	<b>\$185,440</b>		<b>\$102,641</b>	

**Baytree**  
**Community Development District**  
**Community Beautification**  
**Summary of Revenues & Expenditures**  
**For The Period Ending December 31, 2017**

	Adopted Budget	Prorated Budget Thru 12/31/17	Actual Thru 12/31/17	Variance
<b>Revenues:</b>				
Transfer In	\$45,268	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$45,268</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenditures:</b>				
Bank Fees	\$36	\$36	\$150	(\$114)
<b>Total Expenditures</b>	<b>\$36</b>	<b>\$36</b>	<b>\$150</b>	<b>(\$114)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$45,232</b>		<b>(\$150)</b>	
<b>Fund Balance - Beginning</b>	<b>\$23,411</b>		<b>\$26,760</b>	
<b>Fund Balance - Ending</b>	<b>\$68,643</b>		<b>\$26,610</b>	



**Baytree  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$0	\$127,661	\$491,375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,037
Interest Income - Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income	\$346	\$290	\$420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,056
<b>Total Revenues</b>	<b>\$346</b>	<b>\$127,952</b>	<b>\$491,795</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$620,093</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisor Fees	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
FICA Expense	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61
Engineering	\$2,403	\$465	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,868
Attorney Fees	\$2,768	\$743	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,510
Assessment Administration	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,412	\$3,412	\$3,412	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,235
Information Technology	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$20	\$14	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Insurance	\$12,547	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,547
Tax Collector Fee	\$0	\$13,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,962
Printing & Binding	\$114	\$27	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$143
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$63	\$99	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$223
Office Supplies	\$23	\$24	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Property Taxes	\$0	\$228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$228
Property Appraiser	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$29,843</b>	<b>\$19,282</b>	<b>\$3,622</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,747</b>

**Baytree  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Field:</u></b>													
Security Contract	\$9,412	\$9,747	\$10,108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,267
Security - Speed Control	\$792	\$594	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,386
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Gate House	\$610	\$620	\$1,941	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,171
Telephone - Gate House/Pool	\$563	\$566	\$605	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,734
Transponders	\$0	\$4,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,015
Field Management Fees	\$2,321	\$2,321	\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,962
Electric	\$4,114	\$4,103	\$4,306	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,523
Water & Sewer	\$653	\$760	\$626	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,038
Gas	\$97	\$467	\$906	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470
Maintenance - Lakes	\$2,413	\$2,763	\$2,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,589
Maintenance - Landscape Contract	\$7,500	\$7,500	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
Maintenance - Additional Landscape	\$12,550	\$825	\$1,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,500
Maintenance - Pool	\$1,124	\$1,300	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,049
Maintenance - Irrigation	\$0	\$0	\$1,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740
Maintenance - Lighting	\$478	\$244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$722
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Other Field (R&M General)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Playground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Tennis Court Area	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Landscape Lighting	\$1,908	\$0	\$2,208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,116
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalk/Curb Cleaning	\$0	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Miscellaneous	\$1,389	\$317	\$215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,920
<b>Total Field</b>	<b>\$45,922</b>	<b>\$37,841</b>	<b>\$36,637</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$120,401</b>
<b><u>Reserves:</u></b>													
Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$75,765</b>	<b>\$57,124</b>	<b>\$40,260</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$173,148</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$75,419)</b>	<b>\$70,828</b>	<b>\$451,536</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$446,945</b>

**BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENT RECEIPTS - FY2018**

**TAX COLLECTOR**

Gross Assessments \$ 725,083  
Net Assessments \$ 696,080

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Interest Income	Net Amount Received
11/16/17	ACH	\$ 8,556.81	\$ 449.23	\$ -	\$ 8,107.58
11/28/17	ACH	\$ 124,535.40	\$ 4,981.56	\$ -	\$ 119,553.84 *
12/14/17	ACH	\$ 482,544.48	\$ 19,298.47	\$ -	\$ 463,246.01
12/21/18	ACH	\$ 29,189.36	\$ 1,060.17	\$ -	\$ 28,129.19
1/11/18	ACH	\$ 26,503.19	\$ 795.05	\$ -	\$ 25,708.14
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 671,329.24</b>	<b>\$ 26,584.48</b>	<b>\$ -</b>	<b>\$ 644,744.76</b>

11/29/17 Distribution includes commission fees of \$13,962.07