

*Baytree Community
Development District*

Agenda

April 4, 2018

AGENDA

Baytree

Community Development District

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

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

March 28, 2018

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, April 4, 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
 - C. Update on BCA Pavilion Project
3. Approval of Minutes of the February 7, 2018 Meeting
4. Organizational Matters
 - A. Acceptance of Resignation of Edward Rizzotti and Presentation of Letter of Appreciation
 - B. Review of Letter of Interest/Resume
 - C. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2018
 - D. Administration of Oath of Office to Newly Appointed Board Member
 - E. Election of Officers
 - F. Consideration of Resolution 2018-03 Electing Officers
 - G. Discussion of Board Member Responsibilities
5. New Business
 - A. Approval of RFP Scope for Security Services
 - B. Discussion of Current Holiday Lighting Contract
 - C. Fiscal Year 2019 Budget Workshop
6. CDD Action Items/Staff Reports
 - A. CDD Action Items/Potential CIP Projects
 - B. Additional Staff Reports
 - i. Attorney
 - ii. Engineer
 1. Lake Bank Evaluation
 - 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, Section B is the BCA update and Section C is an update on the BCA pavilion project. There is no back-up material available.

The third order of business is the approval of the minutes of the February 7, 2018 meeting. The minutes are enclosed for your review.

The fourth order of business is Organizational Matters. Section A is the acceptance of resignation from Edward Rizzotti and presentation of the Letter of Appreciation. A copy of the resignation letter is enclosed for your review and the letter of appreciation will be presented at the meeting. Section B is the review of a letter of interest/resume received from a resident that is enclosed for your review. Section C is the appointment of an individual to fulfill the Board vacancy with a term ending November 2018 and Section D is the administration of the Oath of Office to the newly appointed Board Member. Section E is the election of officers and Section F is the consideration of Resolution 2018-03 electing officers. A copy of the Resolution is enclosed for your review. Section G is the discussion of the Board member responsibilities. There is no back-up material.

The fifth order of business is the discussion of new business items. Section A is the approval of the RFP scope for security services. The scope is enclosed for your review. Section B is the discussion of the current holiday lighting contract. The agreement is enclosed for your reference. Section C is the Fiscal Year 2019 budget workshop. A copy of the draft budget will be provided under separate cover.

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 includes the memorandum regarding the evaluation of the lake bank for your review. Staff Reports 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,

A handwritten signature in blue ink, appearing to read 'J. Showe', with a long, sweeping horizontal line extending to the right.

Jason Showe,
District Manager

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

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, February 7, 2018 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carolyn Witcher	Chairman
Melvin Mills	Supervisor
Richard Bosseler	Supervisor
Jerry Darby	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Alan Scheerer	Field Operations Manager
Wayne Wilkerson	Baytree Community Association
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: Security staff is not present. We can take any questions or comments.

Mr. Mills: Are we going to approach the security services at a later date?

Mr. Showe: Yes. We have two items from Security. One is an RPF for new services and extending the current contract. When we originally approved it, it was through the end of this month. Because we didn't meet in December, we want to give them a few extra months. It may be good to evaluate their performance. They made a lot of changes, both to staff and management. Things seem to be, at least from what I'm hearing, running a little smoother. We

can definitely talk about how long you want to keep the current contract and how we want to approach new services.

Mr. Mills: Okay, we will wait until then.

B. BCA

Mr. Darby: Janice Hill could not be here. What you have is what we are going to submit to contractors in the form of a Request for Quotation (RFQ). We are asking all bidders to submit final bids within the next 10 days. Starting this week, Jan and I will initiate the due diligence process. The due diligence process includes:

1. Consultation with the contractor at their office
2. Visit the site
3. Contact references
4. Develop an agreed upon timeline
5. Negotiate the terms of the contract
6. Establish the timing of payments
7. Review the construction/payment bond policy
8. Obtain warranties, certificates of insurance, licenses
9. Search for complaints
10. Modify the contract or quote

Mr. Darby: We want to extend the bidding process by 30 days, but since there is no formally scheduled CDD or BCA meeting between now and April, I am suggesting once we go through the due diligence process, to call a special meeting of both the BCA and the CDD to discuss this project. We estimate that the development of engineering, plans and drawings will take about two weeks. Permitting will take about eight weeks, but if we have to go to the St. Johns Water Management District, that will take longer. Construction will take about eight weeks. If we were to go forward on or about March 15th, this project wouldn't be completed until July 20th. The BCA and the CDD should consider the removal of two oak trees that are very close to the suggested location of the pavilion. The oaks present a potential risk of undermining the integrity of the pad and the infrastructure. So, in the scope of the project, we are including the removal of those trees and the replacement of like trees in that area. Access to the pavilion would be an ADA compliant. The BCA will fund this project, but the contract for construction management and ongoing maintenance would be the responsibility of the CDD.

The cost of paving the parking lot is not within the scope of this project. It's part of a different discussion and has not been included. I would be happy to take any questions.

Mr. Mills: Jerry, could you cover the quotes?

Mr. Darby: The two quotes that we are most likely to consider is in the \$90,000 to \$95,000 range. We would probably put a 10 to 15% contingency on it, just because things happen. Another quote came in at \$192,000, which we decided to throw out. Other contractors asked to bid for new construction, but they declined to do it. They either declined the bid or bid an outrageous amount. This is a relatively small project. These two other contractors seem very motivated and hopefully a third contractor will be contacted.

Mr. Mills: One contractor is the son of Arte Hudson who lives in the community. I think it's great that he wants to do the project. Having a resident's family be a part of this is a good idea. Jerry, we talked yesterday about the District not paying sales tax. Have we gotten back to these contractors about the sales tax?

Mr. Darby: We have not, but according to the last page of the RFQ the CDD is exempt from taxes.

Mr. Showe: Once you select your contractor, we will make sure that the contract is in the name of the Baytree CDD and we will provide a tax certificate. There is no big issue there.

Ms. Witcher: Once a year, we are allowed to take down trees. Would this count against us?

Mr. Darby: There is a cost benefit to doing them all together.

Mr. Showe: We would have to do the permit process like we did before.

Ms. Witcher: We have to get a permit to remove the trees.

Mr. Mills: There are only two of them.

Ms. Witcher: If we want to include anything else in the development, we would want to do it at the same time, because we are only allowed one removal per year.

Mr. Showe: We will put that on our list to take a look at that.

Ms. Witcher: There are three trees at one house that must be removed.

Mr. Darby: Are they large trees?

Mr. Showe: No. They are less than a foot.

Ms. Witcher: They are right by the pool and bocce court. There is a threshold on it.

Mr. Ossa: Its 8 to 10 inches. Anything below that, you don't need a permit.

Mr. Mills: There is some land in Chatsworth that is very wet where we can put the Oak trees. There is plenty of room.

Mr. Bosseler: Jerry, I have a couple of questions. You mentioned that you don't foresee anyone contributing to help us pay for a parking lot there.

Mr. Darby: I will let Wayne speak about that.

Mr. Wilkerson: We are going to ask the CDD Board and our Board to consider splitting the cost for the parking lot. I think that's going to add a tremendous amount of parking to the entire area. I think the quote that you received was reasonable, which was \$30,000. I think each entity paying \$15,000 would be fantastic. We already considered paying to relocate the trees. The other thing that Jerry and I discussed was purchasing tables and fixtures.

Mr. Mills: I think the parking lot would be a great addition, because we have to be ADA compliant with this pavilion. We can't have wheelchairs going over stones.

Ms. Witcher: You have to consider the water runoff, because it's going to be a hard surface now. There is not going to be gravel where it drains.

Mr. Bossler: We are also looking at making the back pool gate accessible, so that people coming from the pavilion going to the bathrooms won't have to walk all the way around; however, this might be expensive.

Mr. Darby: The only thing that I would add is that any improvement to the parking lot should be after the improvement is constructed.

Mr. Bosseler: How much is that gate going to cost?

Mr. Showe: Our current estimate is \$10,000.

Mr. Bosseler: For a gate?

Mr. Showe: There is no electric there, so to tie it into the current access system it has to be tied into the one at the pool.

Mr. Bosseler: That's absolutely insane.

Mr. Showe: No one approved that yet.

Mr. Mills: Every resident should have a key card to get into the pool area. That would eliminate outsiders from coming in and using the pavilion. If they want to use the restroom, they don't need a key card to get in, so why do we have to spend \$10,000?

Mr. Showe: \$10,000 is to put in a locking system, similar to what is on the rear gate at the pool. We don't want to give residents two separate cards, plus there is no electric out there to tie into the system.

Mr. Mills: Why do we need a gate at the rear of the pool?

Mr. Showe: It was suggested by Mr. Bosseler that it would be easier for people using the pavilion, to come in that rear door, instead of walking all the way around.

Mr. Bosseler: The water aerobics people currently park on the grass, because they don't want to walk all the way around. Many people don't like to walk on the gravel, because it gets their car all dirty.

Mr. Mills: Could we defer this until after the pavilion is in?

Mr. Showe: Yes.

Mr. Mills: We are talking about 1,000 feet. That's good exercise.

Ms. Witcher: Is there so many feet that we are required to have, according to the ADA requirements?

Mr. Mills: The ADA entrance would be right in the front.

Mr. Ossa: It needs to be next to the closest accessible entrance, as possible. By paving that parking lot, you are responsible to abide by codes, handicap issues and other issues.

Mr. Mills: Are we required to stripe that parking lot?

Ms. Witcher: Yes, once it's hardened.

Mr. Darby: Then you must have designated handicapped parking.

Mr. Bosseler: What's the other issue?

Mr. Ossa: You must get an engineer and survey.

Mr. Mills: How do they designate handicapped parking?

Mr. Ossa: They consider the pool facility and the pavilion. There must be a certain amount of use.

Mr. Showe: The paving load and size of the pavilion will determine the number of parking spaces.

Mr. Ossa: For anything over 25 parking spaces, we need 2.5 spaces. It's not only the handicapped spaces, you have the stripe for buses.

Ms. Witcher: You mean the van accessible vehicles.

Mr. Darby: You might want to consider finding out how many parking spaces you will need for the size of the pavilion, because there is no space for those parking spots.

Mr. Showe: You are 100% right.

Mr. Darby: It's a 20x40 foot space or 800 square feet.

Mr. Mills: I suggest that you get that information and provide it to us at the next meeting.

Mr. Darby: If you don't have enough parking for an 800-square foot pavilion, you have the option of reducing the size of the pavilion to be compatible with other space that is available. Before we go too far out into this process, we should know that answer. Because we have some sense of urgency, I ask that this information should be communicated to me through Jason.

Mr. Showe: Absolutely.

Mr. Mills: I would like to thank Jan and Jerry for the great job. They sent out a lot of RFQ s, and like he said earlier, that takes a lot of time and energy. They did an outstanding job and I want to commend them.

Mr. Darby: You might want to include the RFQ as an addendum to the agreement as a description of the project.

Mr. Pawelczyk: You have an executed Joint Participation Agreement with the BCA, but it hasn't been finalized, because they wanted to describe the project like Jerry just said, and to set the contribution amount that the BCA will contribute towards the project. Before they do that, they want to get prices. If its \$110,000, we can fill in those blanks once we have that information. We are not going to have this as an exhibit, because it's unnecessary. We are just going to describe what the project is. Do you want to meet again or approve entering into an agreement with a contractor to do this work, in an amount not-to-exceed, provided that the Joint Participation Agreement is signed by the parties and the contribution amount is provided to the District?

Mr. Mills: The contribution amount can always be amended as we go forward, so I don't see a reason why we should hold this up.

Mr. Pawelczyk: I was just trying to give you that option. Jerry mentioned a special meeting, but I don't know if you have to do that. It is my understanding that you know what it's going to look like, so it's really just a matter of price. It is in the best interest of the BCA to keep the price as low as possible. This would give you the option of moving forward without having a meeting.

Mr. Darby: Mike, can the CDD execute a contract without a meeting?

Mr. Pawelczyk: Yes, if you authorize entering into an agreement with a contractor in an amount not-to-exceed.

Mr. Showe: It would be in accordance with the Joint Participation Agreement, which was already approved by the Board.

Mr. Pawelczyk: Provided that the Joint Participation Agreement is executed, adhered to and we receive the contribution amount. We are not allowed to enter into a contract unless we have the funding.

Ms. Witcher: What if we have to change the size of it because of the ADA requirements?

Mr. Mills: You can change it.

Mr. Showe: At the last meeting, the District approved the Joint Participation Agreement in substantially final form with the exhibits, which will describe what the project would look like. The District already has the ability to approve that agreement.

Mr. Pawelczyk: If you recall, at the last meeting, it wasn't in final form. We can easily make the initial approval to authorize the entering of a contract if you wanted to appoint someone. I know that Mel worked with the BCA on behalf of the CDD and can make it subject to Mel's approval and have him sign it. It's however you want to do it. I'm just trying to give you that option, without having to advertise for a special meeting.

Mr. Showe: There would be the additional cost of staff and everything else.

Mr. Pawelczyk: Why go through that exercise, if it's not necessary. If there's a substantial change in the project, for whatever reason, we will have to bring it back.

Ms. Witcher: What are the financial ratifications if something comes up and we say that we don't want to do this? We already signed the contract.

Mr. Pawelczyk: I understand when you enter into the contract it's going to say, "*This project shall be built and we will pay \$110,000 when it's completed.*" We are only going to agree to pay \$110,000, if we get \$110,000 from the BCA, pursuant to this. I think that's the best way to move forward, unless you feel more comfortable bringing it back and discussing it again, once they select the contractor. This way, you are giving staff the discretion to work with the BCA, enter into contract with the selected contractor and move forward. I agree with Jerry that this is a process. The permitting is what takes so long.

Mr. Mills: Will the St. Johns Water Management District also be an issue here?

Ms. Ossa: For the pavilion? No.

Mr. Mills: Are we going to have to get permission from them?

Mr. Showe: Yes, for the parking lot.

Mr. Mills: The parking lot, but not the pavilion.

Mr. Pawelczyk: Once we build the pavilion, it's not like you have to take the pavilion down, if you can't do the parking. You don't really need the parking for the pavilion.

Mr. Showe: It's an extra amenity.

Mr. Pawelczyk: Once you put the parking in, then you have to comply with all of these requirements.

Mr. Bosseler: We can say that the parking is for the pool.

Mr. Pawelczyk: You can say whatever you want.

Ms. Witcher: The parking is for the tennis courts.

Mr. Mills: I personally have no problem with us moving forward, but if we appoint Jerry as a CDD Board Member, I would like to relinquish my responsibilities for the pavilion and give that to Jerry, provided that we appoint him. He has been familiar with the issue and I think it would only be right that Jerry continue represent the Board.

Mr. Showe: Do you want to take that section of the meeting and then come back to this?

Mr. Mills: We can do that.

Mr. Pawelczyk: I think the meeting would be cleaner if you tackle this issue. In terms of the Board liaison, we can handle that another time. Right now, the Board liaison is Mel. You can change that after Jerry is appointed. Is everyone comfortable with what I mentioned?

There was Board consensus.

Mr. Pawelczyk: You are looking for a motion to authorize entering into a Small Project Agreement with a contractor to be determined, in an amount not-to-exceed. What do you think Jerry?

Mr. Darby: I would use \$115,000.

Mr. Pawelczyk: It would be in an amount not-to-exceed \$115,000, provided that the Joint Participation Agreement for the Baytree pavilion project is completed and executed by all parties, adhered to and that the contribution amount is provided to the District.

Mr. Mills MOVED to enter into a Small Project Agreement, with a contractor to be determined, for the pavilion project in an amount not-to-exceed \$115,000, subject to execution of the Joint Participation Agreement, between the Baytree CDD and the Baytree Community Association, and providing the contribution amount to the District, and Ms. Witcher seconded the motion.

Mr. Showe: Is there any further discussion?

Mr. Mills: Yes, Jerry. Does the \$115,000 that you just mentioned, include tables and ancillary equipment inside?

Mr. Darby: No.

Mr. Mills: So it's just strictly for the contractor? I wanted to make that point clear.

Ms. Witcher: I have one question about these accessories. Does the bid include the electric and these accessories?

Mr. Darby: Yes. I know that a concern was raised at the last meeting about water, which did not attend, about flooding. Water is not necessary. Mike raised issues with getting permits.

Mr. Pawelczyk: My recollection is that we talked about getting this project completed and we can always add water as an ancillary item.

Ms. Witcher: Would it be easier to put a faucet near the bathrooms and they could go over there and get water?

Mr. Ossa: There is a faucet on the outside of the pool, but we also have a meter there. All we have to do is hire a plumber to run the water off of that existing meter, because we are already paying for water at the pool. We can use the same meter and run water to the pavilion or somewhere near the pavilion.

Mr. Pawelczyk: I have three kids and spent a lot of time in parks and pavilions. Most of them don't have water. It's a covered area. People can bring their coolers. If you do that and pave the parking lot, I would bet people would wash their cars there. Look at it that way.

Mr. Showe: Is there any further discussion? Not hearing any,

On VOICE VOTE with all in favor of entering into a Small Project Agreement, with a contractor to be determined, for the pavilion project, in an amount not-to-exceed \$115,000, subject to execution of the Joint Participation Agreement, between the Baytree CDD and the Baytree Community Association, and providing the contribution amount to the District, was approved.

Mr. Pawelczyk: One thing that I would like to add is that Jerry spoke about picnic tables. I think the Joint Participation Agreement is written in a way, where if the BCA goes to the CDD and asks the CDD to purchase tables for the pavilion and provides the cost, it would be better for them to let the CDD purchase it, since we don't pay any taxes. That's what the purpose is. I think we can do that under the Joint Participation Agreement.

Mr. Mills: We discussed that at the meeting yesterday.

Mr. Pawelczyk: Who will choose the tables?

Mr. Mills: I guess the committee will.

Mr. Darby: Who picked out the benches that we have out there now?

Mr. Mills: I did. People are sitting on the benches.

Mr. Showe: Is there anything else under the BCA? Not hearing any,

THIRD ORDER OF BUSINESS

Organizational Matters

A. Discussion of Board Vacancy and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2018

Mr. Showe: We received a letter of interest from Mr. Darby. I have not received any others, but we can open it up to the Board's consideration on filling that position should you choose to do so at this time.

Mr. Mills: I appoint Jerry Darby to replace Maria Hernandez.

Ms. Witcher: I think we need to open this up to the floor and ask if anyone else is interested, since we only have one letter.

Mr. Bosseler. Good idea.

Mr. Pawelczyk: You have a motion on the floor. First, we need a second and discuss that motion. If there's no second, the motion dies. That is the procedure.

Mr. Mills: I withdraw my motion.

Ms. Witcher: Would anyone like to be a CDD member? It is just until the election in November. If you want to serve beyond that, you must requalify with the State.

Mr. Showe: You would qualify with the Supervisor of Elections in Brevard County.

Mr. Mills: I nominate Jerry. The reason is that Jerry has a litany of experience in a lot of things that would be an asset to the Baytree community. He and I had a conversation regarding his tenure in Puerto Rico and what he went through with re-establishing a plant that was demolished and what he did for the employees there. I think he would be a great asset to this Board.

Mr. Mills MOVED to appoint Jerry Darby to Seat 4, term ending November 2018, and Ms. Witcher seconded the motion.

Mr. Showe: Is there any further discussion? Not hearing any,

On VOICE VOTE with all in favor, appointing Jerry Darby to Seat 4, term ending November 2018, was approved.

B. Administration of Oath of Office to Newly Appointed Board Member

Mr. Showe, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Darby.

Mr. Showe: I will go through the procedural paperwork with Jerry after the meeting. The most important thing to remember is that you are now a public official as a member of the Baytree CDD. There is a pamphlet on the Florida Sunshine Law. It's important to note that you are not permitted to have any discussions with other Board Members about things that might reasonably come up for a vote in front of the Board. That includes any emails, texts, phone calls, anything. When you receive emails from our office, it will say, "*Please do not reply to all*" at the bottom. Just as a reminder, you can inadvertently start conversations if you hit "*Reply To All*," even if you say "I think that's a great idea," and technically be in violation of the Sunshine Law. We will walk you through that process, but that applies to any records or papers. You are not required to keep any records from meetings. That's our job as District Manager. We keep the formal records for the District; however, if you decide to retain your materials, we recommend that you keep them in a separate file, so you have all of your District records in one place, if you receive a public records request, so your personal files are not being intermingled.

Mr. Pawelczyk: For your emails, create a folder for the Baytree CDD and slide them in there. I do it for all of my Districts.

Mr. Showe: We will discuss the remaining items later. Welcome to the Board!

C. Election of Officers

D. Consideration of Resolution 2017-02 Electing Officers

Mr. Showe: We typically do this at our December meeting and rotate the Chair and Vice Chair every year. The remainder of the Board serves as Assistant Secretaries. We can handle the offices individually and open the floor to nominations, or if a Board member has a slate of officers they can do that in one motion. In the past, you selected a Chair and Vice Chair and we filled in the rest.

Mr. Mills: Ed is Vice Chair. The history of this Board has always been that the Board Member serving as Vice Chair, usually serves as Chair. Does anyone know the status of Ed? He is not allowed to drive anymore and I don't know if there's a health issue. This is the first Board Meeting that Ed's missed in a long time. We should discuss whether we want to consider Ed as Chair. Can we legally hold off on this and wait until Ed's approached and asked if he wants to assume that role? How do we want to handle that?

Mr. Showe: If you don't rotate, we can have a motion to appoint Mr. Darby as an Assistant Secretary. We can do that and then you will continue with the current officers.

Mr. Pawelczyk: That's probably the best way to do it. You can keep your slate of officers the same, knowing that in November, even if everyone runs and is re-elected, you are still going to have to go through the Election of Officers. If that's the case, you should make a motion to appoint Jerry as an Assistant Secretary and keep the rest of the officers the same.

On MOTION by Ms. Witcher seconded by Mr. Mills with all in favor, Resolution 2018-01, keeping the current slate of officers and designating Jerry Darby as an Assistant Secretary, was adopted.

E. Discussion of Board Member Responsibilities

Mr. Showe: We typically discuss Board Member responsibilities. We ask if anyone wants to shift any of those around. We can also discuss Mr. Darby's responsibilities. Maria was handling security. We can open that up for discussion.

Ms. Witcher: I'm happy with what I have. Do you want to handle security, Jerry?

Mr. Darby: Sure. I know that you have a bid process coming up.

Ms. Witcher: Yes.

Mr. Bosseler: I'm good.

Mr. Mills: I'm good.

Mr. Showe: We have consensus to have Mr. Darby handle security. We will make sure that we update our websites.

Mr. Darby: Jason, should we raise the issue of the pavilion at this point in time?

Mr. Pawelczyk: We haven't touched on that, but Mel wanted to make a motion.

Mr. Mills: I think it would be natural for Jerry to be the representative of the pavilion project.

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, appointing Jerry Darby as liaison for the pavilion project, was approved.

Ms. Witcher: I would like to thank Mel for all of his hard work.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the October 4, 2017 Meeting

Mr. Showe: The minutes from the October 4, 2017 meeting were included in your agenda package. We made changes that we received prior to the meeting.

Mr. Mills: I have several.

Mr. Pawelczyk: Jerry, even though you weren't at that meeting, you still have to vote.

Mr. Mills: On Page 9, under Ms. Hill's comments, "*fountain*" should be "*finished*." On Page 11, under Ms. Mariani's comments, "*Without her help, I could've done it and many others*" should be "*Without her help, I couldn't have done it*".

Mr. Pawelczyk: I think she said, "*Without her help and many others*."

Mr. Mills: On Page 12, remove "*Hearing none*." On Page 21, "*move the tree*" should be "*remove the tree*." On Page 28, it says that the tennis courts are not on CDD property, but they are on CDD property.

Mr. Showe: They are. I think what he said is the golf course is not CDD property. We will edit that sentence.

Mr. Mills: I have no further corrections.

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

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, the minutes of the October 4, 2017 meeting were approved, as amended.

FIFTH ORDER OF BUSINESS

New Business

A. Discussion of Suntree Lake Bank Project

Mr. Showe: We included the proposal that we received in December from Tropic-Care, which is a scaled down version of the first proposal. I provided several comments that we received in an email. If you recall, at the last Board Meeting, you wanted us to reach out to residents to show them the plan, which we did. It seems like, overall, they want to make sure that we are not doing something that's low maintenance. Obviously, there were some questions on the plan.

Mr. Mills: That's not low maintenance or it is low maintenance.

Mr. Showe: It is low maintenance. They also commented on the specifics of where the dots show on the plan, but those are not exact locations. They do their best to line those up by hand. We can adjust those should you decide to do that. It is important to note that with this proposal, there is no warranty on the plant material, because they are not proposing any irrigation, so there's no way to warranty any of the plants.

Mr. Darby: What's the likelihood that they will survive?

Mr. Showe: They are fairly hearty plants, but when you establish a plant, even if it is a hearty plant that doesn't require irrigation, you typically irrigate them for the first six months.

Mr. Scheerer: You want at least a 30-day water period, minimum. The only way for this to work was if you did it during the rainy season.

Mr. Showe: We can turn it over for the Board's discussion and your pleasure on the subject.

Mr. Darby: I noticed that there's no strapping for the trees. There was a \$3 per tree upcharge if you wanted to do that. Do these trees need strapping? Is that something that should be considered?

Mr. Showe: I don't think they necessarily need it.

Mr. Scheerer: It depends on the caliber of the tree. These are good size trees. They may do well on their own. If you start planting trees during rainy season, you are also in hurricane season.

Mr. Showe: Water levels are flexible.

Mr. Darby: It seems like strapping is a good idea.

Mr. Scheerer: I think strapping would be a good idea, but there's some consideration to take in, due to the time of year. You are looking at doing this without irrigation. With irrigation, you can put the straps in in any time you want.

Mr. Darby: My concern is that you just don't let them all die. You either pay \$3,000 for strapping or \$2,000 for new trees.

Mr. Bosseler: There were a lot of questions on this from the BCA. Are you saying that you reached out to residents?

Mr. Showe: The residents that Mel and I met with all live on the Suntime bank and were involved in the project.

Mr. Bosseler: I heard a lot of negative comments. There were a lot of questions about the use of funds.

Ms. Schoonmaker: Could you briefly tell us what you are planning?

Mr. Showe: There's no plan. There is a proposal that the Board looked at.

Mr. Mills: It is \$32,750.

Mr. Showe: It is for 90 plants and trees; 54 red cedars and 39 bald cypress along the Suntime bank. That is per the request of some residents that live along there.

Mr. Bosseler: Jason, did you talk to some of the homeowners?

Mr. Showe: Mel and I met with them on more than one occasion to try to get a plan. We are trying to give the Board something. If you recall, the original proposal was a lot more decorative. It was \$60,000 just for the plants. It did not include removal of the myrtles, so you have to add that, so you are looking at around \$70,000, which was the first proposal. We tried to bring something for your consideration, but it is up to you guys on your feelings on the project.

Mr. Bosseler: I'm talking about the Suntime homeowners.

Ms. Witcher: We have not contacted them.

Mr. Showe: Not the homeowners on that side. There is a lot of bad blood there based on history. There will also be challenges with that part of the project.

Ms. Schoonmaker: At one time a survey was discussed. If we go ahead with this, you are going to have to get a survey. Is that correct?

Mr. Showe: The Board has proposals for surveys. I think we determined that you can use the Property Appraiser website to get a good feel. If you wanted to proceed with this and make sure that you are on your property, we recommend a survey.

Ms. Witcher: What is the cost of the survey?

Mr. Showe: I think they are \$2,000 to \$3,000. We have not done that yet, because the Board hasn't determined whether to move forward.

Ms. Witcher: I understand. They still don't have water.

Mr. Showe: That is correct

Ms. Witcher: Because we have no well.

Mr. Showe: The plants are not warranted.

Mr. Darby: Wayne, just for a matter of clarification, residents don't feel that this is a good use of CDD funds. Is that correct?

Ms. Witcher: Yes.

Ms. Schoonmaker: My husband and I googled the spot that was there. It was purchased at the same time that houses were being built, in 1998. There were no trees on the other side. We were told that was a preserve. Google does not show any trees between the lake and the houses.

Mr. Mills: Sandy, I agree with you, but by the same token, when the community was built, there were wax myrtles planted along the entire bank in 2002.

Mr. Pawelczyk: In 2006 we sent letters because we were removing them.

Mr. Mills: The bank was planted twice.

Ms. Schoonmaker: The houses on our property were built in 2006. Am I correct?

Mr. Mills: I can't answer that question.

Ms. Witcher: I think so.

Mr. Pawelczyk: I think so. Baytree was fully developed when we took over as District Counsel. Looking in our files, when Dennis Lyles was District Counsel, he was reading the minutes and said, "*You can't tell me that they are talking about the Suntree project.*" I said yes. We looked back in our files and in 2006 we sent letters, at the Board's direction, because a lot of wax myrtles were being removed, mysteriously.

Mr. Mills: I heard some pros and some cons. The cons were from neighbors not being impacted by this move. I have two concerns. One is, it is not just the initial planting of the trees or landscaping of that bank, the concern is the ongoing legal issues from Suntree residents. That's one side. The other side is, I heard from a resident that was impacted by this that there is discussion by Suntree residents about hiring an attorney to sue the CDD if we do not do something with that bank. I'm asking for a legal opinion from legal counsel on whether that is practical and whether they can sue us? I guess you can sue anybody. I'm going to need some legal guidance.

Mr. Pawelczyk: I would have to know what they would sue us for. You have to make a planning level decision. You are making a decision as to what is in the best interest of the public for use of the funds. You are not obligated to do that. Can you sue Melbourne for not putting a bush in at the corner of Wickham and Baytree?

Ms. Witcher: No.

Mr. Pawelczyk: If they want to do that, that's fine. They are going to end up paying for it, just like you are, so they are basically suing themselves. If that's what they want to do, it wouldn't be the first time. There are lawyers out there that will take cases like this. There are good doctors, bad doctors, good lawyers and bad lawyers. The trees could be donated to the District. I'm sure that's not an option for the residents affected by this. That's an option as well. You still have to make a decision as to what you are doing with your funds, which are not unlimited. It doesn't mean they can't sue you, but I wouldn't think they would be successful. We are not doing any research on this, but it's based on my knowledge as Special District Counsel.

Ms. Witcher: I don't think it's a good use of our money.

Mr. Darby: I have two concerns. One is that since there is no warranty or irrigation, there's a more than average probability that these trees won't make it. Secondly, there's no guarantee that residents on the other side will cut them down anyway. You can spend \$13,000 and then have them float in the lake.

Ms. Witcher: Everyone that bought their house in 1987 knew that there were other houses across the water from them.

Mr. Mills: Mike, let me ask you this question. Is there any way that the CDD could convey the bank to the Suntree homeowners?

Mr. Pawelczyk: No, because we own the lake bank, which is an integral part of the stormwater system.

Ms. Witcher: You can't give it away.

Mr. Mills: I thought that it would eliminate the hassle of us continuing to gain access over there to mow that bank. If we don't do anything with it and let it grow wild, can we convey the portion 5 feet back from the bank back to them?

Mr. Pawelczyk: No. You can't convey government property to a private entity, but you can designate it as surplus. You could enter into a Maintenance Agreement with the HOA and they could maintain the lake bank and the landscaping. You still wouldn't want them to put any trees in there without your approval, but if they are uplands, according to your plan, and they wanted to put trees in there, they can, but I don't think that they do.

Mr. Mills: That might be an option that they could explore.

Mr. Pawelczyk: It might be.

Mr. Mills: A resident over there got very hostile with Tropic-Care's employees and I do not want some resident over there flinging a gun and shooting one of our contractors; therefore, we have to treat this very delicately.

Mr. Pawelczyk: What would happen if the lake bank was mowed every two months instead of every month?

Mr. Darby: You would still see the houses.

Mr. Showe: I have pictures.

Mr. Darby: I'm just trying to come up with a solution.

Mr. Showe: I think right now, Tropic-Care is doing a great job of keeping it clean and maintained. It's definitely not an eyesore the way it is now. I think we dealt with Tropic-Care in terms of them getting access. The challenge is when the water comes up, they sometimes can't get their equipment in so they have to wait a couple of weeks to maintain some places. I think they have the access issues under control, at least as far as its been related to me. This doesn't mean that the issue is gone, just because you don't approve or disapprove the project today. We have the information and should you choose at some point in the future, you at least have some basis for making a decision.

Mr. Mills: I look at the budget and we have projects that need our attention. When I look at this and the number of people being impacted by this amount of money, versus the

number of people impacted by other issues we are facing, I suggest tabling this matter for now until we start prioritizing projects. For those that are in the audience, I asked Jason to compile a list of our wants over the past year, so we prioritize where we spend that money and how we spend it, because it's almost inevitable that we are going to have to raise assessments, not this year, but possibly next year. I think we have to prove to the residents that we are spending money to the best of our ability to satisfy the entire community. I still don't want to take it off the table. That being said, I have nothing more to say.

Mr. Bosseler: I feel the same way. It's a tough issue and I feel bad for the existing homeowners, but I don't feel justified in spending \$32,000. I'm not interested in pursuing it.

Mr. Showe: I don't think a motion is required. There's no direction from the Board to move forward. We will keep all of the information that we have, and at some point, if you choose to resurrect it or bring it back, we can do that at that time.

Mr. Pawelczyk: This might not work here, because of the semantics with the Suntree owners, but maybe you can do a test area to see if the plants will survive.

Mr. Mills: At the last meeting, I mentioned doing this in phases. We can do a phase.

Mr. Pawelczyk: You don't know if the plants are going to survive or not. That's just a thought. You are not spending as much on an immediate basis.

Ms. Witcher: One Suntree owner has already removed golf course property. We saw him over there chopping it out.

Mr. Mills: I know that there's a lot of resentment because of one individual over there, but we have to make a decision based upon what the facts really and truly are and what's in the best interest of the entire community.

Ms. Witcher: I think we should table this matter.

Mr. Mills: I agree.

B. Presentation of RFP Scope for Security Services

Mr. Showe: This is a follow-up from a prior meeting. We included a draft scope that we will send out to specific vendors in order to get bids on a security project. We would like the Board to take some time and go through it, especially the scope, from Page 23 to the end of the document. Obviously, we will have District Counsel review it and we will review it to ensure that, contractually, there are no issues. The scope of services is the heart of the entire document,

laying out exactly what we expect from anyone bidding on this project and what we expect them to perform under that contract.

Mr. Darby: In the first couple of pages there are some date problems. In the third paragraph, you have “*Require bids no later than 2017.*”

Mr. Showe: This is a draft document. We will update all of that before it gets sent out. That will all be corrected. At this stage, you have a couple of meetings coming up and we have a current member that’s only under contract through the end of February. We have two things that we will need to look at with security. Again, we would like for you to take a look at it and let me know if you see anything in the scope that needs to be revised and changed before we go out for bids. Because of the current pricing, we do not believe this requires a formal bid. We can send it out to select vendors that we want to receive bids from, as opposed to putting it on paper and waiting the full 30 days. We have more flexibility on that. Once you are comfortable with the scope, we will provide it to a couple of vendors that we work with and get some pricing, but that doesn’t restrict you from throwing all of the bids out. We recently had a Board that went out for bids, but realized that they received a good price on their current contract, so they kept the contractor. The scope is the heart of the entire document. Once we go out for bids, we want to keep the scope the same so we know that we are getting an apples to apples bid. I will take any questions from the Board at this time.

Mr. Darby: Can we get this in a word document?

Mr. Showe: Absolutely.

Mr. Darby: When do you want responses by?

Mr. Showe: We want to have the entire Board look at it and provide changes, so at the April meeting, we can have a final RFP that’s ready to go. If you have a change that contradicts something that Mel might have, we can hash that out in a Board meeting in public. That’s for decision purposes.

Mr. Mills: One of the things that I’m concerned about is there is a lot of turnover. I remember a conversation that you and I had with the Management Company about using us as a training ground. I don’t think that we need to put something in this that says they cannot or will not do that. If you look at some of the guards at the front gate, especially on weekends, I’m embarrassed as a resident of this community to see a guard standing out there the way that they look.

Mr. Showe: There is a personnel dress code. For the time being with the current vendor, if you see anything, send me an email. We can get directly with the manager and do it on weekends. Any time that we have an issue, we give it directly to them to address.

Mr. Mills: Barbara represented this community well and was always very well dressed. She may have some of her faults, but she exemplified what the guards are all about.

Mr. Showe: If you want to take some time, I will send it to you in Word and you can send me your comments. We will bring you back a full RFP document at the April meeting that you can approve and we will run the advertisement so by May or June, I can show you some quotes and hopefully get some direction later

C. Consideration of Resolution 2018-02 Amending the Swale Tree Policy

Mr. Showe: We discussed a framework for this Resolution at our last meeting. Under this Resolution, the CDD will accept ownership of any tree planted in that area, prior to June 1, 2011. We request that the BCA enforce the maintenance and regulations on those trees, so that residents can maintain the trees. We are not performing any regular maintenance on the trees in that area. Every year we will review the trees and if the tree is dangerous or poses a threat to CDD infrastructure, we can remove that upon notice of the resident. It also lays out that we are not responsible for any damage from the roots of those trees going onto private property. It takes the framework of what the Board approved at the last meeting and makes it a Resolution. This came about because we always seem to run into some ambiguity on this issue, and lays out for the Board a clear policy on how we handle the trees.

Ms. Witcher: The bottom part of this Resolution references hardwood trees on private property and 8 feet of District sidewalk.

Mr. Showe: As a District, we are recommending it, not enforcing, because it's on private property and that the BCA will not allow any residents to plant a hardwood tree within 8 feet of a sidewalk.

Ms. Witcher: The ones in the cul-de-sac are difficult to enforce.

Mr. Showe: We are recommending that they do it.

Mr. Darby: You refer to "*problem trees*" throughout the Resolution. That is not a defined term. I don't know what a problem tree is. Can we somehow define that term?

Mr. Miller: It is defined.

Mr. Showe: Section 2, C2 says, *“A problem tree is any tree that causes an adverse impact and potentially dangerous condition for vehicular traffic, blocking any District facilities, sidewalks, curbing, roadway, drainage and any tree roots that might cause problems with our facilities.”*

Ms. Witcher: When garbage trucks are trying to go down the street, your tree has to be able to clear that; otherwise, they have to go in the middle of the street and can't pick up your garbage.

Mr. Darby: Sandy, let me ask you a question. Let's say that you have two trees in the swale and they were removed by the CDD, do the trees in the swale count towards the number of trees that need to be on the property?

Ms. Schoonmaker: No. The County does not say what we do. Unfortunately, homeowners were told that it was part of their budget. The County planted them on the swale and people were misled. It is not their tree, so it does not count.

Mr. Darby: I might point out, Jason, that Section G provides for an appeal process, so if the owner does not agree with the CDD, as long as they take responsibility for the pavement, they can have their trees.

Mr. Showe: Correct

Mr. Pawelczyk: If you look at the Resolution, for Jerry's purposes, the new sections are 2B, *“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.”* The other provision was the last sentence of C2, which says, *“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.”* Thanks to the input from the BCA, we added that to tie the two entities together when it comes to enforcement. Paragraph F is completely new, pursuant to 6.3 of the Second Amended and Restated Declarations of Covenants, as well as Paragraph H, which says that the CDD was not responsible for any damages caused by private property to District owned trees planted in the swale. That's pursuant to Florida Law. We are not responsible for roots under the sidewalk and driveways.

Mr. Mills: Since we are partnering with the BCA, I think we should provide them with a copy of this document.

On MOTION by Mr. Mills, seconded by Mr. Darby, with all in favor, Resolution 2018-02, Amending the Swale Tree Policy, was adopted.

D, Consideration of Agreements

i. Amendment to Facility Use Agreement (Swimming Pool)

Mr. Showe: I have a couple of contract items. The first is an amendment to the Facility Use Agreement. In the middle of December, we were contacted by the water aerobics vendor to add on a new instructor that she has been using from time-to-time and to change the hours to better reflect temperatures and lighting. Pursuant to the agreement, I approved that change, but we have to bring that contract back to the Board at the next available meeting.

Ms. Witcher: Does she need to do this during the day?

Mr. Showe: We gave them our window of use. She is comfortable with the windows used for now.

Ms. Witcher: Is it just adding a time?

Mr. Showe: It's adding a person. They changed the original time of 10:00 a.m. to 11:00 a.m., to 9:00 a.m. to 10:00 a.m.

Mr. Bosseler: They are actually running two programs; one in the morning and one in the afternoon.

Mr. Showe: I think they had the ability before, but the instructor can only do one class. I know it's a popular program out here. Every time I am out here, that pool is full. I definitely did not want to slow them down, so I already approved it. This is just an amendment. If the Board is amenable to approving that, they can move forward.

On MOTION by Mr. Bosseler, seconded by Ms. Witcher, with all in favor, the Amendment to the Facility Use Agreement for the swimming pool, was approved.

ii. Amendment and Extension to Security Services Agreement

Mr. Showe: The next item is the second part of the security discussion, which is an amendment to extend the security contract. We left the date blank. Based on the timing of your meetings, I recommend making it the end of June. That way, you can look at the RFP at the April meeting, and by the May meeting, hopefully we can have some bids. That still gives you

some flexibility in terms of the 30-day notice for termination and getting a new contractor lined up, and gives them time to get staff queued up. If you are comfortable with that, we can have June 30, 2018 as the end contract date, or if there's some other date that you want to discuss, we are comfortable with that as well.

Mr. Bosseler: That's fine.

Mr. Darby: I think that works.

On MOTION by Mr. Darby, seconded by Mr. Bosseler, with all in favor, the Amendment and Extension to the Security Services Agreement, was approved.

iii. Janitorial/Cleaning Services Agreement

Mr. Showe: The final agreement is the Service Agreement for janitorial cleaning services. Over Christmas break, we were unfortunately notified that our janitor passed away. They performed services at the pool since we have been here, which is over 10 years. We reached out to Coverall. They perform services for us in a district not far from here and do a decent job. We asked them to start filling that need now, which they have. This original price that we were paying before was \$350 a month. Currently, Coverall is charging \$289 for three days a week service. They will clean the restrooms at the pool, take out the trash and clean the tennis court. It is mainly a procedural function.

Mr. Darby: We should probably have waste receptacles at the pavilion and include the pavilion in this contract.

Mr. Showe: We can add it on as an amendment to the contract.

Mr. Darby: Secondly, the contractor has 4444 International, Inc. as their name, but the agreement is with Coverall.

Mr. Showe: That is their corporate name.

Mr. Pawelczyk: The legal name is 4444 International. So that you understand, Jerry, when Jason sends me a proposal and I have to prepare the agreement, the first thing that I do is to go to Sunbiz and search for Coverall, but there is no Coverall. Then we have to look through a factious search or I call Jason and tell him to call the contractor to find out who this is and we make sure that the addresses match. That's the correct name.

Mr. Darby: Thank you.

Mr. Showe: It's not unusual. We have it in every one of our districts. They operate under a certain name, but their actual corporate name is something else. Even our Security Company is that way.

Mr. Pawelczyk: I think Coverall might have existed at one time and then they were bought out. Now they are part of a larger corporation.

Mr. Showe: So far, they seem to be doing a good job with the contract, as it is, and obviously there is a termination, so if they stop performing, we have 30 days to switch out contractors.

Mr. Bosseler: I think we need to develop a scope of work, because if we go into the pavilion, we can add on to the scope.

Mr. Showe: As your responsibilities are laid out, we can definitely work with you on developing an expanded scope. We used them in another District and said "What if we want to do five days a week instead of three?" and they will give you a price. We have a lot of options with that. As soon as those facilities come online, we can look at all of that, especially if they are cheaper.

Mr. Bosseler: Did you talk to them about straightening up the chairs?

Mr. Showe: We will see if they will do that. That is not something that they are doing now. We try to handle that when we are out here onsite. We will try to re-arrange our time. Before, we were doing it around 9:00 a.m.

Mr. Bosseler: You shouldn't have to do it. If we have a company that is cleaning three days a week, they should be able to clean all week. The old gentleman used to do it all the time.

Mr. Showe: We will check with them.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the Janitorial/Cleaning Services Agreement with 4444 International, Inc. (Coverall), was approved.

E. Discussion of Rear Gate Sign

Mr. Showe: We included in your agenda, the email from Mr. Tucker, who is here, as well. We will open it up for Board discussion on how you want to do it.

Mr. Darby: Can we hear from Mr. Tucker?

Mr. Showe: That's up to the Board.

Mr. Tucker: I would like to say good afternoon to the CDD Board Members, agents, representatives of the CDD and distinguished guests. I am Wayne Tucker and lived in Baytree for 15 years. This item is of some importance, because I have been able, over the years, to feel the pulse of our community. I love Baytree. I wouldn't have done this if I didn't care. My experience and your experience have helped me understand where we have been and where we are going. Secondly, after 35 years as a Human Resource Director for a large School District, I took a position full-time working in zoning, planning and building as a Land Division Administrator for the State of Michigan. I am very familiar with signs, whether residential, commercial, a Planning Unit Development (PUD), temporary or reader board signs. No matter what kind of sign it was, I issued the permit. I worked with vendors in the State of Michigan and Ohio and other vendors throughout the United States. I worked on the planning process when a PUD was developed for signage or any type of commercial signage placed on pavement or private property. I am deeply concerned over the sign that the CDD Board authorized to be painted on a public road. As far as I know, Baytree Drive is a public road, but I am not here to dwell on that. I would like to thank Jason for expediently placing me on the agenda, after I emailed my petition and appeal to re-install a sign that was knocked down, to the Board on January 19, 2018. It has been a pleasure working with him. We haven't agreed on some things, but we agreed on many. Secondly, I would like to thank Jason for providing supplemental material for the Board tonight; the one page communication regarding my petition and appeal and three pictures with narrations regarding my appeal. Today, I would like to cover some things with you. I'm not here to point fingers or say negative things. First of all, I would like to highlight some of the information related to the sign at the back gate that was knocked down that says, "*Baytree Residents Only – Visitors & Vendors Use Wickham Road Entrance.*" Secondly, I would like to discuss the position of the Board and the District Manager on why we don't need this sign. I'm anxious to hear more on that. Third, I would like to offer the Board a reasonable, practical, inexpensive and effective remedy for this continuing problem. What's constantly running through my mind, as I prepared my petition, was the 1970 message from an astronaut aboard Apollo 13 to Houston, "Houston We Have a Problem." Ladies and gentlemen, we have tremendous problem here in Baytree with the back gate. This has been an ongoing problem for many years. I've gone through every available agenda and official minutes of the CDD and the money spent on the back gate. Ms. Hernandez was involved with the transponders. Several

times she cited that there would be people back there. This is not a new problem. What I hope to share with you tonight is that we can tackle this problem together. We have 461 residents here in Baytree, and, in my opinion, no resident or family of the resident should have to wait one second for delays at the rear gate, not one second. This situation at the back gate was addressed on April 3, 2016. In their official minutes of August 3, 2016, Mr. Showe said, *"The signage at the rear gate was approved by the Board and Brian has worked over there for the last two months. There is now a sign at the back gate that says 'Residents Only'. We have an additional sign and we will use that as the first step to see if it helps. If we need more, we will put more down, but it was only \$200 to do the striping, so hopefully it will be a nice addition and help."* Ms. Witcher said *"I like that it comes back to the intersection of Suntree where the resident area is so that they know to turn around before they get all the way up there."* This is not a new problem and its festered. In talking to many of our residents, vendors and visitors at the gates, past and present, I found out a lot of interesting things. First of all, this sign was knocked down during Hurricane Irma on September 10 or 11, whether from debris flying or an automobile running it down. For five months, the sign has been down. I had several communications with the District Manager. I sent an email out on September 26, 2017, another one on December 26, 2017 and the final one on January 16, 2018. This is how we got here today with my petition and appeal. An email on December 26, from the District Manager said, *"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. Based on our experience, the signage has a limited effectiveness; however, based on the request, I will get with the Board Member in charge of roads and see what their recommendation might be."* As I said, Jason has always been very responsive and quick in getting back to me. On January 16, I received an email saying, *"Duane, 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."* I understand that Jason and the Board have to work together. That gives you some of the background information. The problem we have been facing is not a new problem. It is with the Global Positioning Systems (GPS), which in the past and present directed everyone to the back gate. If you are a visitor, guest or vendor, it takes you to the back gate. We tried to get the GPS changed to where it doesn't take people to the back gate, as it creates confusion and frustration for our visitors and residents by all of these driving and safety issues. Now I would like to talk

about the painted sign on Baytree Drive, which is a public road, two-tenths of a mile from the manned guard gate. You mentioned earlier that it's at the intersection of Cypress Trace Drive. It was approved around July or August of 2016. This pavement sign is easily missed and it's only a warning. The sign's message, "*Residents Only*" is ambiguous, not a directive, unclear and confusing. To most individuals, "*Residents Only*" conveys no clear warning and not a re-direction. In talking to many residents, they didn't even say that they knew the sign was there. My friend in Turnberry, who walks their dog every day for years, couldn't believe that I said there's a sign there. Many people have overlooked the sign. Some people may see it, but in my opinion, many people overlook it. The rear gate sign is not in good taste. It has three inch letters. If the rear sign had eight or ten inch letters, the aesthetic beauty of that gate coming in would be reduced. It makes sense to have the sign, "*Resident's Only Gate – No Tailgating.*" It is a good sign, but if you have two or three cars coming to the gate, you cannot see the sign, once the gate is open. Also, once the bar comes down after everybody leaves, there is a relay before it resets, approximately 13 to 16 seconds, before that arm comes down. I took a picture, 135 feet from the sign, with a camera, just in front of the monument sign. As you can see in that picture, you cannot even read the sign. You need to be so close and almost on top of it. Once you are that close, you are landlocked. If there are cars behind you, it causes confusion and a safety problem. I ask that the CDD Board provide a clear, definitive, re-direction, a message and common courtesy for our vendors and our golfers, other than the reader board sign that was just recently installed. Far too often, people get too close trying to get in the rear gate. They try to sneak in, because they are frustrated, and damage the bar or gate. We have to look at this in a different way. The next issue that I want to talk about is the reader board sign. This is a wonderful sign, when it's used properly for spontaneous periodic messages of meetings and events. This sign was not meant to be a permanent sign. I am surprised, because they are trying to re-direct people to the front gate, but the "*Resident Gate – Only Use Wickham Road*" sign is not clear. It's confusing.

Mr. Showe: When we put that sign up, we were limited on room, because the BCA was advertising another event, so we have to try to be frugal with the space.

Mr. Tucker: I concur 100%. That sign cost \$4,000 and half was paid by the BCA and the CDD. It's great to have messages there, but the "*Resident Gate – Only Use Wickham Road*" sign is unclear. That's just my opinion. An interesting thing happened today. At 9:30 a.m., I

was coming back from Publix and noticed a double axel pickup truck attached to a double axel trailer with a vehicle on it that was used to lay stone within the neighborhood. I went up to the driver after I saw that they were completely blocked. It was a young man who was courteous, but very nervous. He asked how to get in. I asked him if he noticed the “*Residents Only*” sign. He said no. I asked if he noticed what it said on the gate. He didn’t know what it meant. A couple of neighbors came up and took pictures and I took pictures. I had to get in back of the gentleman to pull him out. Luckily, in back of me there was a large van. The driver asked how to get into Baytree. I would like to discuss a solution. I have several no non-sense practical things that I can share with the Board and our audience on how to approach this. First of all, you all heard the proverb “*It takes an entire village to raise a child.*” Ladies and gentlemen, it takes the entire Baytree community, all 461 homes and new residents, agents of the CDD and BCA to work together on communication. Without communication, we are sunk. I don’t think we’ve had good communication. I’m not meaning that in a negative way, but I think we can really improve on communication and adjust some things. All of us, not only the CDD Board, BCA, but everyone needs to do their share. We have a wonderful instrument, which is the Baytree newsletter. I have never seen an article about people disregarding their GPS system and going to the front gate. I tell people to disregard their GPS to go to the Baytree entrance, which is right next to the Space Coast Credit Union. I would like to see periodic articles addressing this to get the message out. Everyone in Baytree, all 461 homes, has to constantly get the message out. I went to the CDD and BCAs website and didn’t see anything about this issue. This is a problem that we have to address through communication. There should be articles about it. If I go to visit someone in Tampa, the first thing that I do is to go to the website. If there’s a situation, it should be on there, so our guests, vendors and visits can see it. I suggest that you start with some kind of communication on the CDD and BCA webpages. We also have another instrument that we are not using properly. Mrs. Mariani provided tremendous information and people read this. There should be an article in there, getting the message out. Disregard the GPS system. You can only get in as a visitor, golfer or guest off of Wickham Road, right next to the Space Coast Credit Union. Golfers get directions from the Baytree golf course website and there is a note that says, “*GPS may direct you to the Baytree gate entrance, which is a resident’s only gate.*” They try. I give them a lot of credit. My neighbor walks every morning and every time he goes by the back gate, there are golfers sitting there on their phones with a lot of anxiety, because they have tee

times. We have to work with the golf course to share the problem that we are having, because it's affecting their business. We want a positive experience for all of our golfers and guests, even though it has been suffering. The next thing that I found is a pass into Baytree. When my son comes down from North Carolina, he is going to be here for two weeks. The first thing that I do, as a resident of Baytree, is to call and ask the guards to let my son in. I put them on notice that he's going to be here for a couple of weeks. The old procedure was that you get a pass. These poor folks that are working the gate, are very cordial. You have to give them the tools.

Mr. Showe: That is all under their contract.

Mr. Tucker: I'm just wondering if this is a good representation of Baytree?

Mr. Showe: We will correct that.

Mr. Tucker: I just sat down on the computer for 15 minutes, pulling some images of Baytree. What we need to do is to create something like this to give to people when they come in, because this is going to give a message. Let me tell you about the message I put on there. It says *"Welcome to Baytree. Entrance to Baytree is only permitted through the front Baytree guardhouse on the corner of Baytree Drive and Wickham Road, next to Space Coast Credit Union. Please disregard your GPS. The speed limit is 25 mph in Baytree. Please display your pass on your vehicle window and stop at the guard gate for admittance. Have a fantastic and pleasant stay."* We need to refine that, because this represents every one of us in here. We are missing the boat. If we have guests from out of town and they click on the GPS system, it's going to take them to the back gate. It's something that we need to look at. I don't know the status of the *"Baytree Residents Only – Visitors & Vendors Use Wickham Road Entrance"* sign, but I want to propose a couple of signs for your consideration. This is something that I put together. First, I want a 36x24 sign that has reflective material, so at night or any time of day, if someone comes in here, that sign stands out. I'm not a sign expert. It would go in the same spot as the old sign on Baytree property saying, *"Please Use the Baytree Drive/Wickham Road Entrance."* As you come out onto Interlachen Road, the first sign that you are going to see is this one, in the same location as the other one. The second sign that I recommend is a directional sign that would go 270 feet from the gate, in the same location. If you don't like the sign, use something else. It would have an international symbol for visitors, vendors and golfers and sit on a single pole, about 15 feet in front of the monument sign. You can come up with another sign. These are just suggestions, but we need a directional sign there. Do we have the old sign?

Mr. Showe: The old sign was not in any condition to be a good representative of the community. That is why we didn't put that particular sign back up. It wasn't in good shape. We don't like to put things up that are in bad shape.

Mr. Tucker: That makes a lot of sense. Thank you. We have a guardhouse that somebody recently, could not get in. They pounded on the door of the guardhouse and finally someone came and said, "*You have to go over to the front entrance.*" When the person arrived there, he said to the guard "*You have the laziest guard. I pounded on the door and he wouldn't open the gate.*" You might have to put up a sign saying that it is an unmanned guardhouse. In conclusion, the Baytree CDD and its Management Company should do everything possible to prevent the confusion and obstruction at our back entrance. This is simply a common sense and no brainer issue of maintaining smoother traffic, access and flow for all residents, golfers and vendors. Again, this is my opinion. We pay a lot of money to the CDD and the BCA. No resident of Baytree should have to wait one second to get to their home, due to people that are not supposed to be at that gate. Thank you for your time and consideration.

Mr. Showe: Thank you Mr. Tucker. That passion is great. I can tell you from our perspective that I'm typically not a fan of putting signs up, especially at the back gate. There are a lot of signs already, even without that one. That is why we coordinate it with the Board, but that type of passion and energy is exactly what the community needs. We appreciate all of the input that we get from residents. With that, we will turn it back over to the Board for discussion.

Mr. Mills: Mr. Tucker, I want to thank you for the energies that you put into this presentation. It didn't take you an hour, but it probably took you a couple of days to put together. Since receiving your emails, I did some exploring on my own. I went over to communities in Viera that were gated. The difference between those communities and us is that they are totally private. We are not private. The number of signs was probably three; one saying that it was a deed restricted community and two saying that it was a golf course community. I was on the Board eight years ago, when there was conversation on how to direct people in the rear and not get them in a situation just like you just stated. This Board discussed that many, many times as you have discussed, going back to 2008. It's nothing new that this Board hasn't argued about or discussed. My concern is that I don't want our community to look like a trailer park. The more signs we have are going to distract from the beauty of our community. I agree with you that we apparently have not done a good job recognizing the fact of telling our visitors

where to go. I personally like the directional sign because it gives direction and focus. If the Board considers that sign, I would like to ask you a question.

Mr. Showe: Sure.

Mr. Mills: How far back do we own that we can put a sign where we currently have “*Residents Only*” stamped on the highway?

Mr. Showe: Where it says “*Residents Only*” on the highway, is the start of our roadway.

Mr. Mills: So in essence, we could put a sign like that?

Mr. Showe: We could. It’s up to you. I’m in favor of one sign.

Mr. Scheerer: Do you want it bigger than 24x36?

Mr. Mills: No.

Ms. Witcher: Is that important?

Mr. Mills: No.

Ms. Witcher: I like the reflecting material, but I don’t like the size.

Mr. Mills: Would you object if we cut that down to 20x30?

Mr. Scheerer: If you give me the size, we will get a panel.

Mr. Darby: I think you can put as many signs as you want all the way down that road. It’s the presence of the guardhouse that people see. If that guardhouse wasn’t there and you see a “*Residents Only*” sign, I think people would be more inclined to turn around.

Mr. Scheerer: I don’t want to prolong this discussion, but we have a situation in Osceola County where the sign at the entrance to that community is probably triple that size, for the very same reason, which is that there is no guardhouse. It is a resident only gate but GPS takes people to that same location.

Mr. Darby: I understand that, but even when people see the sign and comprehend what they are seeing, the fact that there’s a guardhouse there, implies that I can’t just go breezing through. I have to stop at the guardhouse.

Mr. Mills: But if we put that far enough back that they don’t see the guardhouse, it might prevent it.

Mr. Darby: How far back can we go? Can we go back all the way to Interlachen?

Mr. Showe: If you look at the road, you’ll see where it is paved and where it transitions. Anything from the Baytree side, where it says “*Residents Only*” in the ground, towards Baytree, is our road.

Mr. Darby: You could ask either Suntree or the County for permission to put a sign back there.

Mr. Showe: We could. If you come in off of Interlachen, there's already a sign that says, "*No Parking in Accordance with Suntree.*" There are several signs right at that corner.

Ms. Witcher: Moms pick up their kids there and turn in the grass.

Mr. Showe: I think it might get muddy there.

A Resident: How many languages are you going to put on the sign?

Mr. Showe: At this stage, we will do whatever the Board would like us to do. Alan has a price for a similar kind of decorative style sign.

Mr. Scheerer: It was for a 24x36 sign.

Mr. Showe: I think it was \$250.

Mr. Scheerer: For a non-reflective sign.

Mr. Darby: So it's probably \$500 for a sign.

Mr. Showe: For a 24x36.

Mr. Scheerer: I'm sure that we can do the installation and the post. GMS will cover the cost.

Mr. Mills: I want to applaud you for the respect that you have for the CDD. Some of the emails that I received are very nasty and your email was very well done and I appreciate it.

Mr. Tucker: The intent was to bring in a sensible approach for you to consider.

Mr. Mills: I appreciate that.

Ms. Witcher: The tailgating coming through is a different problem. We put the pole up there to stop them. When I go through the gate, I sit there until the pole comes down and if someone is tailgating me, I wait until the pole comes down and then I proceed.

Mr. Showe: We also have double speed humps. Alan will concur that we have done everything humanly possible for the Districts that we manage. There's no way that we can prevent a towing. That's just the reality of the situation.

Mr. Mills: We even spent \$10,000 for cameras to get license tags to catch perpetrators breaking the bar, so they can be sent a bill. We have been reimbursed for every broken pole.

Mr. Pawelczyk: As a person who doesn't live in the area, I'm thinking about what everybody is saying. If you are going to use that large sign, shouldn't there be something that tells someone who approaches a gate that it's a resident only gate? This happens numerous

times. Shouldn't the sign say, "*Take Interlachen north, turn left on Wickham Road and left on Baytree Drive to get into the front entrance?*" I don't even know if that's necessary, because people are not going to drive around the community to get in. Instead they are going to sit there in their truck and not do anything.

Ms. Witcher: They are lazy. They don't want to call somebody or do something.

Mr. Mills: We talked about all of these signs so someone could understand them. What don't you understand about "*Residents Only?*"

Mr. Pawelczyk: I understand it.

Mr. Showe: Reunion has a 4x6 sign.

Mr. Mills: I like that.

Mr. Miller: I was in charge of security back there. I don't know about everybody else, but if I make a U-turn, it will re-direct me and tell me how to get in.

Ms. Witcher: Sometimes that works, but it doesn't say re-direct anymore.

Mr. Darby: If your GPS said "*In 1000 feet, turn left on Old Tramway,*" I wouldn't go, because I think that both guard gates are beyond that.

Ms. Witcher: That's how people end up in the desert and in lakes.

Mr. Pawelczyk: Someone in my family relies too much on GPS because they can't read a map. If the GPS tells me to turn left, I can go up to the next street and turn left and make another left.

Ms. Witcher: Everyone is different.

Mr. Mills: Let's bring this matter to closure.

Mr. Showe: Does the Board want to appoint someone and we can work on language that might fit the middle ground?

Mr. Pawelczyk: That's a good idea.

Mr. Mills: Mr. Darby is in charge of security.

Mr. Showe: If I'm hearing correctly, the Board's direction would be to replace the sign and work with Mr. Darby on the language and placement of the sign.

Mr. Mills: I hate to see red. It should be a color that attracts attention and say, "*No Entrance,*" whether its black bold letters on white or cream color. I like that.

Mr. Showe: We can work with Mr. Darby and once we get a full quote, I can send it out to the Board. If you have any questions or comments, at that point, we can adjust it and identify

a location. If anyone is opposed, we can stop the process and bring it back. I think we can come up with something that is reasonable.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items/Potential CIP Projects

Mr. Showe: We handed out a revised form. I added some additional notes to hopefully guide the process. As far as the Action Items List, the benches at Balmoral Park were installed today.

Mr. Darby: Residents are very happy.

Mr. Showe: Regarding the Capital Improvement Program (CIP) project list, you will see a column with a source of the funding. The first item that Mr. Bosseler proposed was the sunshade from the pool. We put an approximate price of \$20,000, without having a specific quote. I will move the Suntree project to the bottom of the list and we will mark it on hold for now or wait until there's further direction. Tennis court resurfacing is a project that we have slated for your 2019 budget. This is where we take the surface off and do a light surface treatment. You may not have to do it next year, but at some point, that's going to be a big apple that we are going to have to take a bite out of. In talking to Alan, we may want to add new fencing for that tennis area, because the fencing and benches are showing a lot of wear. I think if you are going to spend the money on the surface, we would like to highlight that facility.

Mr. Mills: Was the light installed yet?

Mr. Showe: They were ordered, but there was no way for them to get in there with the equipment needed to replace the lights, now that the water receded to a level that they are able to get their equipment in there. We approved that several weeks ago, so it's a matter of them installing the lights and getting that ordered. It's been approved and it's in progress. The tennis court may come in at \$100,000 for everything, and between now and your next meeting, we will work on refining those quotes tighter. For the pool back gate, we talked about budgeting \$10,000, so we can leave that on the list.

Mr. Darby: Jason, what's the monthly charge?

Mr. Showe: That service is going to require them to connect to an Internet to make those two systems function together.

Mr. Darby: So it includes the monthly fee?

Mr. Showe: No. The \$10,000 is the install fee to make that gate work. Obviously, you would get a lot more requests for keys, so we have been giving out pool keys at no charge to residents. That doesn't mean you have to do that forever, but for now we are. You need some Internet there as well.

Ms. Witcher: After you get your first one for free, you have to pay for another one after you lose it.

Mr. Showe: We don't get a lot of requests for pool keys. I think most residents already have them. Now that we completed landscape projects, Alan is looking at the front and rear entrances, right outside the guardhouses and medians. We are waiting on a scope for that, but I targeted those items. Sidewalks and tree trimming were already included annually in your budget, so we will just keep doing that. I think that is probably the best practice. We put aside \$40,000 for the recreation area parking. We will work with the engineer and try to refine that price, as we move forward. You had a question about the Florida, Power and Light (FP&L) streetlights. Was there a specific improvement that you wanted to see?

Mr. Mills: I would like for us to take an inventory of the lights that we are leasing from FP&L. Lights fell down at the back gate that were not put back up. If we are paying for those, I think you should stop the lease payment.

Mr. Showe: The one that you are referring to is not on our lease. The one outside of the rear gate is the one that Mel was talking about.

Mr. Mills: There are actually two.

Mr. Showe: Those are not on our lease. We reported them when they went down. I spoke to Mel about issues at the rear gate with those poles. Every time that there is caution tape or tape around that, that is from Alan and I identifying that. Once we do that, it is reported to FP&L. In some cases, there are three or four wrapped tape on those poles. I sent an email to every name that I could find on the FP&L officer website, and within a couple of hours, I received a reply. Apparently, they resolved all of the issues at the rear gate with those lights. Everything in Baytree should be up and running, but if you see any lights out, definitely give those to me and we will work to resolve it as quickly as we can.

Mr. Mills: Mike, with lights that we are leasing from FP&L, if they don't fix them, can we withhold payment?

Mr. Pawelczyk: Probably not because it's a lease. We would have to see what the Street Light Agreement says.

Mr. Mills: This community is dark and when we have one or two lights go out, it is really dark. FP&L has not been doing their job.

Mr. Pawelczyk: I wish I could say that I never heard this before.

Mr. Mills: Do we have a copy of the lease?

Mr. Showe: Yes.

Mr. Mills: Can you look at it and give us some guidance?

Mr. Pawelczyk: I can look at it and Jason can look at it. It's probably three pages long.

Mr. Showe: We reported it, but for some reason, those did not get repaired.

Ms. Witcher: They didn't know they were ours.

Mr. Showe: They knew they were ours and someone came out. There were apparently underground issues. The guy that came out can't fix underground issues, so it was handed off to someone else.

Mr. Mills: The one on Linford Court was broken by the hurricane. They put it back up, but it never worked.

Mr. Showe: We reported it at least once after the hurricane and once after we did a night review, which we perform once a month, where we drive through the community and report broken lights. In the meantime, if you notice one, send me an email and we will report them. For lake bank restoration, we budgeted \$15,000 annually and \$10,000 annually for drainage improvements. I think we will keep those.

Mr. Mills: Some time ago, I asked about looking at the arms in the front with LEDs showing red, when they are down and green when they go up. I heard constant complaints about the pool noodles on the front gate. Is there any way that we can get rid of them?

Mr. Showe: Absolutely.

Mr. Scheerer: We can have a standard gate arm. That's a different device, so I have to check with our company. It's a rapid arm device that goes up and down quickly. We can look at that and see what we need to do to change them.

Mr. Mills: Can you get a price on the LED arms?

Mr. Scheerer: Sure. Where did you see the changing color ones? I talked to ACT who maintains our gates.

Mr. Mills: Cloisters and Heritage Isles have them.

Mr. Showe: A resident told us that he sells this product and I can get more information from him. It would likely require a new operator. The ones that they have are two piece arms that come up like an "L."

Mr. Mills: No. It's a solid bar.

Mr. Scheerer: I've seen them in red only and when they go up, you don't see them anymore.

Mr. Mills: The one at the Cloisters is red when the gate arm is down and green when the gate arm goes up. It is bright. That would work really nice at the rear gate.

Mr. Showe: We will get some prices. For next year's budget, we are going to be coming back with a proposed budget in April. We will also have a budget workshop in April. My thought was that we would just include a lot of these projects as part of your CIP. We will adjust the budget to whatever is required in terms of assessments, and then the Board can adjust it from there. I figure if I show you the worst case, you can make a decision on what assessment you are comfortable with.

Mr. Mills: I want to add one more item. The Christmas decorations were hokey. They put a \$5 wreath on a \$5,000 monument and did not have any bows. Trailer parks looked better than we did at Christmas. Let's get real and make it look nice. I received many comments on that. Does it cost us \$12,000 a year?

Mr. Showe: I think it was \$3,800 this year for the entire project. You entered into a three-year lease. Maybe when we get closer to Christmas, or even as we go into the budget season, we can have them come out there and you can tell him what you want. If we need to make an amendment to that contract, we can do so.

Mr. Pawelczyk: I prepared that contract. You can change it, as long as we change it by August. I can't remember the exact date.

Mr. Showe: I will look at it.

Mr. Pawelczyk: You would want to make that decision over the summer.

Mr. Mills: We should have wreaths at the Clubhouse like we used to have.

Mr. Wilkerson: Would the CDD like to hand this off to the BCA?

Mr. Mills: Wayne, I would love for the BCA to do that. A group of us used to get together, the Saturday after Thanksgiving, to drive around the entire community.

Mr. Wilkerson: You may want to hand that over the BCA. I don't know if residents would do it, but they might, if everyone complains.

Mr. Mills: I think it's a great idea. Why don't you ask them and bring it back to us?

Mr. Wilkerson: We talked about having someone else do the decorations.

Mr. Mills: You have to buy the lights first and then you pay for them to store them and put them up.

Mr. Pawelczyk: It depends. I had one community who spent \$90,000.

Ms. Witcher: They probably look better.

Mr. Pawelczyk: It's absolutely beautiful. Another community reduced their budget to \$65,000. That one is beautiful too. I had other communities that cut their budget down to try to hit key areas. I will tell you that \$3,800 is peanuts comparatively.

Mr. Wilkerson: It looks like it too.

Mr. Mills: It does.

Mr. Pawelczyk: The problem is you hire these companies to come in and make sure that the lights stay on. That's the key. You could do it yourself, but what if a strand goes out? Can Mel go out and fix it? Maybe, but maybe not. That's why they are expensive. I think you should set a budget and try to get as much as you can for that budget.

Mr. Wilkerson: Everybody complains about it, so let's take it back to the BCA and ask them if they can do a better job.

Mr. Showe: We have time. That's a good conversation to have now before the end of the budget process.

Mr. Mills: I remember that we strung lights across the rear gate and put nice wreaths all over the gate.

Ms. Witcher: You are talking about two different things. You are talking about volunteers and hiring a company to do it.

Mr. Wilkerson: I am talking about hiring a company to install them.

Mr. Darby: Just to be clear, your contract also includes tree decorations, as well as the wreaths and lighting.

Mr. Showe: The challenge we always had is that volunteers cannot wrap 20-foot-tall palm trees. That's why it's so expensive, because they have to come in and do that.

Mr. Darby: I was asking if the \$3,800 includes everything; the wreaths, decorating the monuments, the palm trees, etc.

Ms. Witcher: It is our decorations that they are putting up.

Mr. Showe: Correct. I think we lease them.

Mr. Deary: We need to authorize you to go back to the BCA and ask the Board Members.

Mr. Pawelczyk: I think you can authorize it.

Mr. Mills: I would say speak to the BCA and come back to us and let us know what they say. Let's keep it on our project list.

Ms. Witcher: I would like to go back to number 11, lake bank restoration. We talked about having a schedule like we had with the roadway paving, so it's not just temporary fixes. Have you looked into that?

Mr. Scheerer: We haven't.

Mr. Showe: I targeted the \$15,000, because that's what the Board set aside annually to complete that project. Some years you spent a little more and some years you didn't spend any money. We just keep that in there as part of your budget.

Mr. Darby: How many lakes do we get for \$15,000?

Mr. Ossa: It will take care of about 290 linear feet.

Mr. Showe: Some years we have done four or five different lake spots and some years it was only one. It depends on how bad the situation is.

Mr. Darby: Is there a long-range plan?

Ms. Witcher: That is what we are setting up. It wasn't set up before it.

Mr. Darby: Great.

Mr. Showe: Procedure-wise we would look at starting the budget process at the next meeting. I will include all of these for how and we will have to fund it at whatever level was needed to fund it. Then the Board can look at all of that and say, "*That assessment is too high*" and try to lower it or not. That would be up to the Board. We will also have the budget workshop in April. You won't have to adopt your proposed budget until May. We will still have time to work through all of these.

Mr. Mills: Can you give us numbers on all of this?

Mr. Showe: I think we will need a scope from you on the front and rear entrance, as far as how much you want and we can work with Dave on that. The remaining items are good.

Mr. Mills: You don't have the pool noodles and LED gates.

Mr. Showe: We will get those.

Mr. Scheerer: I already sent emails out to vendors and found the gate arms online.

Mr. Mills: What if we help contribute towards the Christmas decorations?

Mr. Showe: You have a budget already in there. Would we pay part of the contract and they would pay the other part?

Mr. Pawelczyk: You can assign the current contract or cancel it, if they want to hire someone else. This is something that you are going to have to act on, or at least think about acting on in April, at the latest. We will pull the contract and make sure. We will include a contract in the next agenda package.

Mr. Mills: How's that Wayne?

Mr. Wilkerson: I didn't hear what you just said.

Mr. Pawelczyk: We will give you the contract that we currently have in the next agenda package, because if the BCA is going to take it over, we are going to have to terminate it. Right now, the Board is saying *"We budgeted \$3,800 and there is a possibility that we would contribute that towards the BCA decorating the District facilities."*

Mr. Mills: It would be a partnership.

Ms. Witcher: That way you can manage the program, but we don't have to manage it.

Mr. Mills: I really enjoy these partnerships, since Wayne has been Chair of the BCA, because they have really reached out. As a CDD Board Member, it's refreshing.

Mr. Wilkerson: We have a great union.

Mr. Showe: If there are any other projects that you want to add in advance of that budget hearing, just let me know. Regarding the RFP, I think the best practice is just to add everything as possible and you can lean it down from there. That way you can see what the total impact is.

Ms. Witcher: I would like to look at the wells too, because we had one collapse.

Mr. Showe: In terms of practicality, we wouldn't want to budget, just enough to do these. You want to put in some extra money for unexpected costs.

Ms. Witcher: We need to start looking at them.

Mr. Showe: We can have our landscaper price the new wells, even if it's not something that you budget for next year, because it's going to happen at some point. We can add that. As you look at that list over the next couple of weeks, send me an email if there's something else that you want to include and we will include it and get some pricing for you. Is there any other discussion? Hearing none,

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything to report that we haven't already discussed, unless there are any questions.

ii. Engineer

1. Consideration of Lake Bank Restoration Proposals

Mr. Ossa: We briefly spoke about developing a maintenance program for all of the District lakes. I will be providing that at the next meeting. I should've had it now and I apologize for that. I touched base with the restoration company that completed the work for the last couple of years in the community. I have been trying to get in touch with them, but they are in Palm Beach. I have been trying to get a site visit of the lakes that we identified for this year, to see if they agree with what we saw. Last year, the community paid about \$38 per linear foot for the restoration. The budget for this year is \$15,000, which equates to \$39 linear feet. Our assessment would've required a little more than that, so we will go back and see if there are any areas that we can push to next year, in order to make it fit with that budget. American Restoration does good work and they are familiar with the community.

Mr. Showe: We may want to see if there are any cost savings if we wait until October or November when the District has additional to and do two year's worth of the project, at one time. Their price is cheaper the more they do.

Mr. Ossa: They are scheduled to be in the Viera area in September.

Mr. Mills: Will you prioritize the lakes?

Mr. Ossa: Yes. I will have a formal proposal for the next meeting.

Ms. Witcher: Maybe we can complete it before the end of the year, if he has time, while he is here.

Ms. Schoonmaker: I think our lake is Lake #1. A couple of years they came in and filled a sandbag with black material. That black material is now floating loosely along the bank shore.

Mr. Ossa: That's a geo sock.

Mr. Showe: We can look at the contract and the warranties that were included.

Mr. Ossa: It shouldn't do that. It's filled with the same material as the embankment.

Ms. Witcher: We had a lot of rain and a hurricane.

Ms. Schoonmaker: I just want someone to check it.

Ms. Witcher: When we do that contract, we need to check for hurricane deductibles.

Mr. Mills: They won't cover acts of God.

Mr. Pawelczyk: If a hurricane causes damage to your stormwater management system, you could submit a FEMA claim for that damage.

Mr. Bosseler: Good to know.

Mr. Pawelczyk: I'm not saying that you would get reimbursement.

Ms. Witcher: We can ask and all they can do is tell us no.

Mr. Scheerer: It's not enough to exceed the deductible for insurance, which is the requirement.

Mr. Showe: In order to apply for FEMA, you have to go through your insurance. At minimum, you have to have enough damage to at least meet your minimum deductible.

Mr. Pawelczyk: Your Management Company has branches all over the State. Miami was particularly hit hard and GMS had a system set up, if something were to happen, in terms of processing a claim and working with FEMA.

Ms. Witcher: That is good to know.

Mr. Pawelczyk: You are in good hands with that group. They have hands on experience.

Mr. Ossa: I will look into the parking requirements for the pavilion with the County, and see if the County looks at the parking pavement project as a pavilion or the pool, pavilion and tennis courts as a whole, as that will increase the required parking spaces.

Mr. Mills: The more we open that, the more into the can of worms it's going to get.

Mr. Ossa: I will very gently ask.

Mr. Showe: Don't tell them where it is.

Mr. Mills: Exactly. Right now, there is not a pavilion and maybe there won't be. It would be just a pool and the tennis courts and the parking spaces we will need.

Mr. Ossa: I will have that information.

Ms. Witcher: Then we will know the impact of having a pavilion.

Mr. Darby: We need to find out if the two trees we are going to remove, need a permit.

Mr. Ossa: I will look at the rules, if someone will go with me after this meeting to show me where those trees are.

Mr. Darby: I have a picture.

Mr. Ossa: That's all I have.

iii. District Manager's Report

1. Field Manager's Report

Mr. Scheerer: Nothing else has changed at the swimming pool and Jason covered the janitorial concerns. The pool contractor has a requirement to get there by a certain time in the morning. We had a couple of lights out that we replaced. There's an LED light fixture in the bathroom that was damaged, but we reset that. We are still installing gate access stickers for resident vehicles. We received a call that the gate arm was knocked off of the rear gate. When we got back there, we reviewed the camera and located the vehicle and are in the process of recovering the money for damages. I was onsite, temporarily installing a gate arm, so it would still continue to function properly. ACT came out and replaced that gate arm and double-checked the mechanism for any additional damages. The shingles on the guardhouse was repaired. ECOR continues to do their job on the outfall structures. The turf is being mowed and trash is being picked up during mowing times. As you know, we are in a cycle of every other week for mowing. Starting on April 1, we will get back into the weekly cycle for landscape maintenance. We have been meeting with the landscaper every two weeks. We are still trying to address some of the concerns on Kingswood. We have some plants that are continuing to fail and a leaning tree, which we straightened out. There were several new palms on Baytree Drive. A flagpole at the rear entrance was replaced. The last couple of visits, we have been having some issues with the fountain time. It doesn't seem to keep the correct time. We turn it on manually, so it may be just a matter of replacing that timer. The fountain works and everything seems to be in good shape. Jason came out the other day and replaced the awning that was on the tennis courts that was damaged. We should have a backup one. We received a report that street lights were out from the guardhouse to Wickham Road. We reported it to Eau Gallie Electric, but I haven't heard anything further. Ours all work off of our timer and FP&L is not reporting any problems. The Christmas lights were installed and removed since the last Board meeting. We had to repair a light on the exit side of the guardhouse at the rear gate. We have

some issues with the speed tables at the main gate. A couple came loose. We re-secured them. They were there for a number of years and we may look at coming back to the Board with some new tables, as it may be time to remove them.

Mr. Mills: While we are on that issue, it was brought to my attention by Rick that some residents of The Hamlet wanted speed bumps instead of speed humps. I think you need to tell The Hamlet residents that the Fire Department and Police do not want speed humps because it delays their time getting into the community.

Mr. Scheerer: I apologize for the delay, but we installed three benches at the park today. Pressure washing of the pool deck was completed. Staff ordered and received additional vehicle stickers. Sidewalk repairs were completed. We are in the process of re-evaluating the sidewalks again. We will continue to photo document and mark all of the sidewalks. That's all I have.

Ms. Witcher: When you give new transponders to residents, could you tell residents to notify us when they have a vendor coming to come through the front gate?

Mr. Scheerer: Sure.

Ms. Witcher: Let the guard gate know which vendors the residents are using, so there's no confusion.

Mr. Showe: We can do that, especially for new residents. Mostly we get residents buying new cars. We can put an info sheet together for new residents.

Ms. Witcher: I think that would help.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have checks 53021 through 53104 for \$180,877.57, checks 70 through 72 in the Capital Projects Fund for \$29,746.75, check 21 in the Community Beautification Fund for \$17,066 and \$737.97 for the October 2017 payroll, for a grand total of \$228,428.29. 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. Most account lines are falling in line; however, there was “Additional Landscaping” for storm cleanup costs. Assessments were 95% collected through the beginning of January. Remaining assessments are expected shortly.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Mills: HGTV will be filming House Hunters in Baytree on Chatsworth Drive. They will be filming two doors down on the left-hand side between Compton Way and Chatsworth Drive. There will not be any large trucks, only small vehicles coming in. This is good for Baytree, because they will probably show the sign on TV, along with the lakes and some of the amenities.

Mr. Darby: When it is going to happen?

Mr. Mills: Next month. I want to thank Jason and Alan for getting the benches installed. I met with Dave Halle, the owner of Tropic-Care with Jason. I don’t know if you noticed, but a lot of the preserve area has been cleaned up at the edge and weeds were chopped. I told Mr. Halle that I was very upset with his performance in Baytree and I needed him to bring our community up to standards. He has done that. There are three more palm trees going in on the left-hand side, where two oak trees fell down. I want Dave to submit fertilizing and insect schedules to me, because I noticed a lot of shrubs dying, due to a lack of fertilizer. I think we need to hold him to his contract.

Ms. Witcher: I think when water washes through it, if it’s a liquid fertilizer, it doesn’t do any good.

Mr. Mills: They do granular fertilizing once a year and liquid fertilizing twice a year, which isn’t enough.

Ms. Witcher: It has to be granular all the time, because we are sitting on sand.

Mr. Scheerer: I think there are some environmental protocols that everyone has to follow within the State of Florida. Brevard County is strict on what you can and cannot do. You don’t want to overdo it, because that’s harmful as well. We can talk to Dave and also invite the Extension Office at the University of Florida to give us some recommendations.

Ms. Witcher: That is a very good idea.

Mr. Mills: We have a lot of shrubs that are dying. I don't know if it is due to a lack of fertilizer.

Mr. Scheerer: They can do some soil samples and see if we are too acidic or need some other chemicals to reduce the acidity in the ground. We will work with Dave to make that happen.

Ms. Witcher: Does the Extension Office take samples?

Mr. Showe: Normally Tropic-Care will take the samples and send them over there.

Mr. Scheerer: Do you want us to get a third-party estimate?

Mr. Mills: No, I don't think it's necessary. You can only see the granular fertilizer after its laid and you don't see it around any bushes. I was asked about pool passes. You might want to talk to the publisher of your magazine. Pool passes are available through Jason.

Mr. Showe: I can either provide them when I issue transponders or mail them out.

Mr. Darby: It might be a good idea to issue them with the transponders.

Mr. Showe: Most folks have them. Just have them contact our office and we will get them out as quickly as we can.

Mr. Mills: If you have not attended one of the dinners on Thursday night, I would strongly suggest that you come. It's great. My wife and I came to the last one and they are good cooks. There is a Valentine's Day party next Wednesday. If you want to bring your wife and have a nice inexpensive night out, here's the place to come.

Mr. Bosseler: I have a couple of items. The playground sign is gone.

Mr. Showe: We have a brand new one.

Mr. Scheerer: We will have it installed before September.

Mr. Bosseler: The pool sign is outdated.

Mr. Scheerer: I will have someone look at it.

Mr. Bosseler: We need to look at getting some tables with umbrellas for the pool.

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. Seaton: Marcus Seaton from Deerhurst Drive. I wanted to congratulate the Board and everyone who has taken part in making the community as good as possible. I would like to thank Tony Moretti for his efforts at the back gate. I thanked him myself because he has done

such a good job. He has worked hard. Thank you for the wonderful job that all of you are doing, especially Jason. You are always on the ball. Continue doing good work.

Mr. Mills: Thank you for your kind remarks.

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 Mr. Mills, seconded by Mr. Darby, with all in favor, the meeting was adjourned.
--

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

A

Jason Showe
Re: Baytree Resignation
Feb 8, 2018 at 3:57:43 PM
Ed Rizzotti
Stacie Vanderbilt

Thanks Ed, we have received it and will place it on the next agenda.

Jason Showe
District Manager
Governmental Management Services, Central Florida
135 W. Central Blvd.
Suite 320
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

History.—s. 1, ch. 2006-232.

On Feb 8, 2018, at 3:56 PM, Ed Rizzotti
<edrizzotti@gmail.com> wrote:


Effective today February 8, 2018, I am resigning my Baytree CDD position on the Board.

Edward C. Rizzotti

Edward Rizzotti

1

B

From: Stacie Vanderbilt svanderbilt@gmscfl.com 
Subject: Fwd: CDD Board
Date: March 28, 2018 at 11:02 AM
To:



From: rickbrown213@aol.com
Subject: CDD Board
Date: February 9, 2018 at 10:15:02 AM EST
To: jshowe@gmscfl.com

Jason

I would like to be considered for the next open CDD Board position that becomes available, whenever that may be.

Attached please find an abridged version of my resume. Please let me know if I need to be more specific with any information contained within it.

Should you have any questions, you can call me at 850-371-1673(cell)

Thanks

Rick Brown



Resume-
Abridg...17.doc

Richard L. Brown
8023 Old Tramway Drive
Melbourne, FL 32940

Abridged Curriculum Vitae

I have worked in a hospital since I was 16 years old(throughout high school and college).

I have over 45 years of senior leadership experience in managing hospitals from 41 beds to 571 beds in rural, suburban community and inner city locations with annual operating budgets ranging from 24 million to over 400 million and with an employee base ranging from 350 to over 1500. I have extensive experience in negotiating and managing contracts with outside vendors.

I am familiar with the Florida Sunshine Law having managed a public, tax district hospital in Palm Beach County.

I have also been involved with local United Way campaigns, served on the Boards of a Retirement Community and Skilled Nursing Facility; Brevard Alzheimer's Association; Brevard County Chapter of the American Red Cross and a Rural Health Network. I have also served on a number of Task Forces sponsored by the Florida Hospital Association.

I am presently a member of the Finance Council of my local church(St. John the Evangelist).

I have a Bachelors Degree from the University of Vermont and a Graduate Degree in Healthcare Management from the George Washington University. I am a Life Fellow in the American College of Healthcare Executives(professional society for healthcare executives).

I am a veteran having served as a Lt. in the U.S. Army during the Vietnam War; 1968-69.

My wife and I have lived in Baytree since 2001 and I am presently active in the Baytree Community Association.

RESOLUTION 2018-03

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 4th DAY OF APRIL, 2018.

Chairman / Vice Chairman

Secretary / Assistant Secretary

SECTION V

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

**BAYTREE
SECURITY SERVICES
Request for Proposal No. 2018-_____**

PROJECT MANUAL

Issue Date: April __, 2018

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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- 1. COPY OF NOTICE**
- 2. INSTRUCTIONS TO PROPOSERS**
- 3. EVALUATION CRITERIA**
- 4. BASIC ORGANIZATION INFORMATION FORM**
- 5. PRICING FORM**
- 6. NON-COLLUSION AFFIDAVIT**
- 7. ACKNOWLEDGMENT OF RECEIPT AND PROPOSAL SIGNATURE FORM**
- 8. CONTRACT FORM**
- 9. EXHIBIT A - SCOPE OF SERVICES**

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. 2018-____) 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 _____, 2018, 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 _____, 2018 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 _____, 2018 at 2:00 p.m. At the office of the District Manager, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, ATTN: Jason Showe. 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-____ (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 _____ 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 Proposers 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
 - I. The most recently audited financials
 - J. Copies of appropriate Licenses from the State of Florida
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 _____, 2018

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. _____

1st 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. _____

1st 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

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-_____
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.

By:

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 ____ day of _____, 201_ (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 mutual 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. Contractor will be required to attend and report at all CDD meetings. 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. Contractor will be required to attend CDD Board Meetings.

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. **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 weekly 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. Contractor shall pay for and maintain Workers Compensation Insurance per Florida Law Requirements.
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 or 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 CONTRATOR'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**

22. Sovereign Immunity: Nothing herein shall be interpreted or confirmed as a wavier of the limitations of liability or immunities afforded the CDD pursuant to the doctrine of sovereign immunity, or Section 768.28 Florida Statues, or other statutes or laws.

[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: _____

Signature: _____

Print Name: _____

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman of the Board of Supervisors

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

Baytree Community Development District
Security Services

Scope of Services
2018

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 provide and 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 CDD 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 of 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 recording all visitors names, type and color of 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 dashboard 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

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:

Baytree Community Development District
Security Services

Scope of Services
2018

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
-

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

Baytree Community Development District

Scope of Services

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

B

**SERVICES AGREEMENT
(Holiday Landscape Lighting)**

THIS SERVICES AGREEMENT is made and entered into this 16 day of OCT, 2017 ("Effective Date"), by and between:

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

HOLIDAY LIGHTSCAPES INC., a Florida corporation, whose principal address is 3855 Tucks Road, Boynton Beach, Florida 33436 (hereinafter "Contractor").

Recitals

WHEREAS, the District is responsible for certain landscaping improvements and facilities located on District properties; and

WHEREAS, the District intends to contract with Contractor to improve the landscaping and streetscaping during the holiday season with holiday lighting and displays; and

WHEREAS, Contractor has submitted to the District its Proposal, dated August 31, 2017 to install, maintain, remove, and store certain holiday lighting and decorations (the "Proposal"), which Proposal is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the services to be provided by the Contractor, as detailed herein and in the Proposal, constitute the "Scope of Work," and are defined as such herein; and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the services set forth in the Scope of Work, and has agreed to provide such services to the District upon the terms and conditions set forth herein.

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 Scope of Work constituting the duties, obligations and responsibilities of Contractor are more particularly described herein and in the Proposal. 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. Included as part of the services to be provided by Contractor, but not limited to, are the following:

- a. Provide all labor and materials necessary to complete the Scope of Work except as specifically stated in the Scope of Work.
- b. Provide District with the materials set forth in the Scope of Work.
- c. Clean, store, and secure materials when not in use.
- d. All lights and materials shall be installed by November ____ of each year of this Agreement and shall be lit and operating on or before the Saturday night prior to Thanksgiving each year, which date Contractor shall coordinate with the District Manager of the District
- e. Contractor shall remove the materials for cleaning and storage beginning on January 10 of each year of this Agreement. Removal shall be completed by the end of January of each year of the Agreement. If Contractor is unable to remove or retake possession of the materials, District agrees, immediately upon demand, to assemble and deliver all the materials to Contractor in good working order and good condition, excepting only ordinary wear and tear, at the cost of Contractor.
- f. Provide daily service to lights and materials, as needed, while displayed.
- g. Provide the services as described in Exhibit A and such other necessary services as are standard in the industry in order to perform under this Agreement.

All personnel provided by Contractor pursuant to this Agreement shall perform the Scope of Services herein in a professional manner, consistent with all state, local, and federal laws, rules, and ordinances. District may adjust the Scope of Services to be provided under this Agreement. In the event such adjustment in the Scope of Services results in additional labor or materials, Contractor shall first furnish District with a proposal for such additional work, which, if accepted by the District Board of Supervisors, shall become an amendment to this Agreement.

Section 3. Compensation. District shall pay to the Contractor the annual amounts set forth below, minus deductions for work/services removed from the Scope of Work for a particular year, due on the stated days and upon completion of the Scope of Work on an annual basis:

Contract Year	Annual Amount	Payable to Contractor
2017-18	\$3,816.00	50% by 10/30/17, 50% by 12/30/17
2018-19	\$3,816.00*	50% by 10/30/18, 50% by 12/30/18
2019-20	\$3,816.00*	50% by 10/30/19, 50% by 12/30/19

*unless program otherwise modified or reduced pursuant to Section 14.

Contractor shall provide the District with an invoice upon completion of the Scope of Work for a particular year. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month. District, as a local government entity, is exempt from sales tax on this transaction. The above amounts is no inclusive of any additional costs for banner purchase, as such may be set forth in the Proposal.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Scope of Work 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 and related Scope of Work, shall not operate as a

waiver by District of the strict compliance with any other terms and conditions of the Agreement and related work.

Section 6. Indemnification. Contractor agrees to so conduct its activities upon the premises as not to endanger any person lawfully thereon and agrees to indemnify and hold harmless the District, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or in any way connected to activity or inactivity of Contractor and resulting or occurring from any negligent act, omission or error of Contractor, its agents, members or guests, resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted premises or improvements thereto, or arising from the use of said premises.

Section 7. Insurance. Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:

- A. Commercial General Liability Insurance and Errors and Omission Insurance
\$1,000,000 each occurrence, \$1,000,000 general aggregate
- B. Workers Compensation and Employers' Liability Insurance
\$1,000,000 each occurrence
- C. Automobile Liability Insurance
\$1,000,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement.

District shall be named as an additional named insured on all required policies of liability insurance.

Section 7. Independent Contractor. Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

Section 8. District Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Scope of Work under this Agreement.

Section 9. Term. The performance of services under this Agreement shall commence upon the execution of this Agreement. The term of this Agreement shall be to cover three (3) years (three consecutive holiday seasons) through the third holiday season, unless sooner terminated in accordance with this Agreement. This Agreement may be extended upon the mutual agreement of the parties. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes, and Florida law.

Section 10. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Electric. District shall provide all necessary and suitable electrical connections and outlets required by Contractor for the installation of decorations as provided in the Scope of Work, at District's expense.

Section 12. 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. Additional work may be added to the Agreement upon the mutual agreement of the parties which additional work shall be in the form of an Amendment to the Agreement.

Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 14. Termination. District may terminate this Agreement for convenience and without any liability therefor by providing written notice to Contractor prior to September 30th of the contract year in which termination is to be effective. District may reduce the total program provided under this Agreement by up to fifty (50%) percent, provided that District provide written notice of such intention to Contractor prior to September 30th of any contract year in which the reduced program will be effective.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Baytree Community Development District
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: Holiday Lightscapes Inc.
3855 Tucks Road
Boynton Beach, Florida 33436
Attn: Sean P. Wolfe, 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. 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 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 parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 20. 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 CONTRATOR'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 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. 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 24. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or Contractor's Proposal, the provision in the main body of the Agreement shall govern over the Contractor's Proposal.

Section 25. 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.

Section 26. Emergency Response. Contractor shall immediately respond and take necessary reasonable action in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. It is not the intent of this section to require Contractor to remove all lights in the event of an impending hurricane or weather-related event.

Section 27. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

Section 28. Responsibility for Losses. Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

Section 29. Prior Agreements. Upon full execution by the parties, this Agreement shall replace any and all prior agreements, contracts, proposals, and purchase orders between the parties, including, but not limited to, the Initial Agreement, and all such prior agreements, contracts, proposals, and purchase orders shall be canceled and, with the exception of the indemnification and insurance provisions, of no further effect upon the Effective Date of this Agreement.

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From: Governmental ManagFax: (407) 839-1624

To:

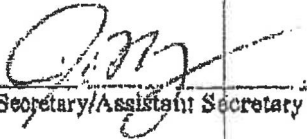
Fax: (405) 810-7833

Page 2 of 2 12/01/2017 11:55 AM

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT



 Secretary/Assistant Secretary


 By: 
 Chair, Board of Supervisors

1 day of December, 2017

Witnesses:

HOLIDAY LIGHTSCAPES INC., a Florida corporation


 Name: Oswald Azevedo

 By: 
 Title: President

 Name: Notary Public

(CORPORATE SEAL)

16 day of October, 2017
 STATE OF FLORIDA }
 COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 16 day of October, 2017, by Sean Wolfe, as President of HOLIDAY LIGHTSCAPES INC., a Florida corporation, who is personally known to me or has produced FL Drivers License as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

My commission expires:

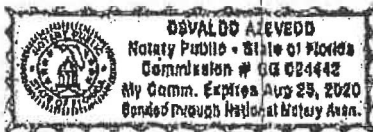
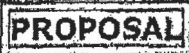

 Notary Public


EXHIBIT A
SCOPE OF WORK - PROPOSAL



Holiday Lightsapes
3855 Tucks Road
Boynton Beach, FL 33436
www.holidaylightsapes.com
info@holidaylightsapes.com

To: Jason Showe - jshowe@bmscfl.com
Project Title: Baytree Community Holiday Lighting 2017 - 2018 Season
Submitted on: 8/31/2017

Job Description:

Holiday Lightsapes will install, maintain, and remove the following lights and decorations. (Maintenance included through January 2nd) Holiday Lightsapes will light all areas specified below with commercial grade LED products. The overall project objective is to provide The Baytree Community with a beautiful display that will be enjoyed through the Holidays. The project is broken down by section and details are provided below.

Any additional services to be added require further bid and proposal

AREA 1 - ALL PREVIOUS LIGHTING AND DÉCOR AS OF 2016

- Outlining 3 monuments in LED garland with 2 red bows on each monument
- Four big palms wrapped in warm white LED minis
- Drooping pre-lit LED garland on two wing walls at main entrance
- Lining Trim of 2 guard houses with LED C-9
- Covering two spruce trees in LED minis

(LABOR ONLY) TOTAL = \$1,965.00

AREA 2 - MONUMENT SIGNS THROUGHOUT COMMUNITY

- 15 monument signs throughout community decorated with 1 pre-lit wreath per sign
- 15 monument signs w top edge outlined in LED C9 stringer lighting

TOTAL = \$2,275.00

1 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$4,240.00

3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$3,816.00

+Plus tax

**** PRICE ABOVE INCLUDES PRODUCT, MATERIAL, EQUIPMENT and LABOR ****
**** INSTALLATION, MAINTENCE, and REMOVAL ****

50% deposit to secure installation, 50% due upon completion of installation

Terms of Agreement

Thank you for the opportunity to partner with The Baytree Community. This agreement outlines the terms under which Holiday Lightsapes agrees to serve as your holiday decorator for 2017-2018 decorating season.

FEES

The Baytree Community agrees to pay Holiday Lightsapes the total cost outlined in the proposal that includes the cost of materials and labor. Payment can be made with a 50% deposit prior to beginning work and final balance at completion or 100% up front. The 'completion date' is defined as the date when the décor has been installed and working properly.

Invoices shall be payable with fifteen (15) days of the invoice date. A penalty of 3% per month will be applied to all balances over 30 days past due.

INSURANCE

During the term of this agreement, Holiday Lightsapes agrees to maintain Commercial General Liability Insurance.

LIABILITY

The Baytree Community agrees to defend, hold harmless and indemnify Holiday Lightsapes, its officers and employees from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arising out of the installation/takedown or location of materials, unless such damage or loss is a result of the gross negligence of Holiday Lightsapes.

CONDITIONS

Installation of lights and décor will take place before ~~November 24~~ ^(See Agmt) 2016. Every effort will be made to have the lights plugged in on the date provided to us at the bottom of this agreement. Note: Installation will not always occur on the same day as the plug-in date.

It is assumed that sufficient electrical power will be available for use in decorative illumination. The Baytree Community will be responsible for supplying the adequate power including receptacles for completing the project. ***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFIs. There is no way to prevent GFI protected outlets from tripping when the lights get wet. They simply must be reset once they are dried out.

Holiday Lightsapes will use the best commercial grade materials in installing the decorative lighting but makes no claim to installation code compliance. All of the lights and decorations are supplied with a manufacturer's warranty.

Employee(s) of Holiday Lightsapes will periodically visit the site and make service calls to the customer as necessary to repair any installation problems and replace expired bulbs. Maintenance does not cover vandalism, damage from lawn/landscape companies, or animals.

Any permanent fastening or drilling will be approved in advance. Best efforts will be made to avoid permanent fasteners.

In any case The Baytree Community decides to terminate contract early and not retain our services, Holiday Lightsapes retains the right to charge 30% buyout of contract for remaining years.

AGREEMENT

This Agreement contains a complete statement of all terms of the Agreement between the parties, superseded all previous agreements, and cannot be changed or modified, except by written agreement signed by both parties. In the event of an express conflict between the terms of this Agreement and an Agreement Addendum, the terms of this Agreement shall govern. This agreement shall be governed by and in accordance with the laws of the State of Florida.

The Holiday Lightscapescapes team looks forward to working with you! Upon acceptance, sign and email to info@holidaylightscapescapes.com.

Holiday Lightscapescapes
1555 Ursa Court
Merritt Island, FL 32953
407.808.8328

Jason Showe - jshowe@govmgtstvc.com
8207 National Drive
Melbourne, FL 32940
407.470.8825

**** MUST SIGN CONTRACT AND SUBMIT 50% DEPOSIT FOR AUTHORIZATION ****

Signature: _____

Name: SEAN WILK

Title: President

Date: 10/16/17

Signature: _____

Name: _____

Title: _____

Date: _____

UPON ACCEPTANCE, PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION

I would like the lights plugged in on _____ (weather permitting)

I would like the lights unplugged on _____ (weather permitting)

I would like the lights to turn on at (circle one)

4PM 4:30PM 5PM 5:30PM 6PM 6:30PM 7PM 7:30PM 8PM 8:30PM

I would like the lights to turn off at (circle one)

10PM 10:30PM 11PM 11:30PM 12AM 12:30AM 1AM 1:30AM 2AM

Leave them on all night

Please provide us with any special instructions, neighborhood codes, etc. (if any)

THANK YOU FOR YOUR BUSINESS!

*This item will be provided under
separate cover*

SECTION VI

Baytree CDD Action Items
4/4/2018

Item #	Action Item	Assigned To:	Status	Comments
1	Fountain LED Light Replacement	Scheerer	In Progress	Getting Pricing for Future Replacement When Needed
2	Lighting Front Monument Sides	Scheerer	In Progress	Awaiting Pricing Fron Vendor
3	Painting Rear Gate Entrance	Scheerer	In Progress	Awaiting Pricing Fron Vendor
4	Rear Entrance Sign	Scheerer	Installed	
5	Pool Electrical Box Improvements	Scheerer	In Progress	Awaiting Pricing Fron Vendor

Potential CIP Projects

1	Sunshade for Pool			Approx. \$20K NTE
2	Tennis Court Resurface			Approx. \$16k for resurface, new fence, new benches, new nets
3	Pool Back Gate			Approx. \$10k, plus new keys and monthly internet
4	Front Enrance Landscaping		Proposed CB Fund	Awaiting Scope
5	Rear Entrance Landscaping		Proposed CB Fund	Awaiting Scope
6	Sidewalks		Annually In Budget	Approx \$13k per year
7	Tree Trimming		Annually in Budget	Approx \$6,500 per year
8	Recreation Area Parking			Approx \$40k
9	Lake Bank Restoration		Annually In Budget	Approx \$15k annually
10	Drainage Improvements		Annually in Budget	Approx. \$10K annually
11	New LED Gate Arms			Approx. \$6,200

10-11-1988

W

To: Jason Showe – Governmental Management Services

From: Chris Ossa, P.E.

CC:

Date: Tuesday, March 27, 2018

Ref: Baytree Community Development District (CDD)

Subject: Lake Bank Erosion Evaluation

I. ISSUE BACKGROUND:

Per the direction of the Baytree Community Development District (“the District”) Board, Atkins N.A. acting as the engineers for the District, were tasked with the evaluation and assessment of erosion within the wet detention stormwater facilities (lakes) embankments adjacent to residential lots within the boundaries of the District. The field inspection and evaluations assessed and approximated the extents and condition of the lake embankment erosion based on various water management district wet pond maintenance criteria (where applicable), field measurements, Brevard County Property Appraisers GIS parcel data, and best engineering practices.

The results of the evaluation were compiled into a spreadsheet format, where District lakes abutting residential properties were cataloged in order of maintenance priority based on the results of this findings.

II. EVALUATION CRITERIA:

Atkins evaluation focused on the lake embankments adjacent to residential lots. The site investigations included the following Lakes and Control Structures: Lakes, 1-14, 16, 19-23, and 26. The evaluation criteria were as follows:

1. Calculated the slope from the top of bank to edge of water drop off:
 1. Field inspectors approximated the start of the top of bank and measured to the edge of water drop off for slope calculation. Information was verified using a CE digital angle level.
 2. Per design criteria from St John’s River Water Management District (SJRWMD) for design of wet detention pond facilities the maximum slope should not exceed 4:1 without a fence. Slopes greater than 4:1 (i.e. 3:1, 2:1, etc.) should be fenced above the normal water level at the control structure elevation.

2. Drop off vertical measurement from top of edge of embankment water elevation and/or bottom of lake at water edge:
 1. Drop off is the result of fluctuating lake water levels. Over time these areas degrade and create drop off.
 2. No drop off depth criteria was identified from the Water Management District's maintenance literature referenced for this effort. For the purposes of the evaluation, drop-offs which exceeded 9 - 12 inches were flagged.
 - A drop off height higher than 18 inches has the potential to negatively affect the structural integrity of the embankments.
3. Offset measurement from approximated property line to edge of embankment:
 1. GIS data provided by the Brevard County Property Appraisers office was utilized to approximate locations of property line. Approximate property line location distances were measured to edge of water drop off.
 2. To verify property line location, field inspectors identified permanent structures at residential properties as point of reference then measured to edge of water drop off, as well. The measurement was in turn utilized for more accurately approximate location of property line and offset distance from property line to edge of embankment.
 3. No survey boundary information available for definite property line locations.
4. Visual inspections also documented for the following:
 1. Outfall structures; inspection for any evidence of damage, clogging from vegetation and/or sediments.
 - Control structures not inspected were noted.
 2. Excess vegetation at embankments and in lake embankments.
 3. Note: only outfall structures accessible were evaluated.
5. Field inspections were documented via field photographs.

III. FIELD INSPECTION:

During the field inspection, the methods outlined above were followed. The methods to gather and log the relevant data were consistent throughout the evaluation. Photographs were taken along the embankments and of any discerning locations of all the lakes being evaluated.

IV. EVALUATION RESULTS:

Upon review of the collected field data from the lake bank evaluation, locations on three (3) lakes have been determined to be in need for critical maintenance. The lakes are listed below with the approximate length of lake embankment that will need to be restored.

1. Lake 1a – 375 LF
2. Lake 4 – 230 LF
3. Lake 5 – 90 LF

- Note: on 2/12/2018 Site Inspection was completed with American Shoreline Restoration Company (Contractor). Contractor agreed the lake embankments identified are of critical and require attention.

V. SUMMARY:

The compiled results have been formatted and presented in spreadsheet format. The information was arranged to serve the CDD as a lake embankment maintenance log, where embankments which have been restored are cataloged and a future yearly maintenance schedule is presented. The maintenance schedule accounted for the current CDD embankment restoration budget and provided a look ahead through calendar year 2020.

Note, an inspection of the lake embankment scheduled for maintenance should be completed with the Contractor prior to finalizing the embankment restoration effort for the maintenance year. This will allow for areas which may have experience issues during the previous year to be accounted for and the maintenance schedule updated accordingly.

Note: the evaluation of lakes maintained by the golf course or located within the Isles of Baytree Community were excluded. Only portions of CDD lake banks adjacent residential properties are included.

Attachments:

1. Lake Embankment Maintenance Spreadsheet
2. Field Photographs of Lakes 1a, 4, 5
3. Location Map – Restoration Areas

ATTACHMENT - 1

**LAKE EMBANKMENT
MAINTENANCE PROGRAM
SPREADSHEET**

Prepared By:

Baytree Lake Bank Erosion Maintenance Schedule

							Completed				Proposed			
							Lake Embankment Restoration In Linear Feet							
Lake No.	Lot No.	Address No.	Distance from Reference Point to Drop Off	Approximate Dist. From PL to Lake Bank	Drop Off Depth	Slope	2012	2013	2016	2017	2018		2019	2020
			(FT)	(FT)	(IN)	(H:V)	(LF)	(LF)	(LF)	(LF)	LF	COST	(LF)	(LF)
1a	Kingswood Way						Kingswood Way							
	20	8031	9		13	3:1	60							
	21	8033	29		13	6:1	90				30	\$ 1,200		
	22	8035	15	9	14	10:1					91	\$ 3,640		
	23	8037	22	10	13	4:1					77	\$ 3,080		
1a	Berwick Way						Berwick Way							
	25	403	55	7	14	6:1	15				25	\$ 1,000		
	26	405	43	7	12	4:1	75				77	\$ 3,080		
	27	407	22		14	13	4:1				74	\$ 2,960		
	28	409	24		15	10	5:1							
2	Sandhurst Drive						Sandhurst Drive							
	19	300	20		14	26	4:1						120	
	18	302	20		15	26	4:1						170	
	17	304	23		19	12	4:1							
	16	306	66		28	15	4:1							
	15	308	59		26	20	4:1						70	
	14	310	40		21	12	4:1							
	13	312	30		20	12	6:1							
	12	314	26		18	8	6:1							
	11	316	27		15	8	6:1							
	10	318	32		15	15	4:1							
	9	320	45		16	15	4:1							
	8	322	24		17	15	3:1							
	7	324	24		17	18	3:1							91
	6	326	34		23	18	3:1							85
	5	328	45		25	18	3:1							84
4	330	48		26	12	4:1								
3	332	48		23	18	5:1							85	
2	334	43		19	18	5:1							40	
2	Bradwick Way						Bradwick Way							
	1	7980	33		27	18	5:1							30
	43	7982	82		54	18	5:1							30
2	Birchington Lane						Birchington Lane							
	42	493	48		28	18	5:1							45
	41	485	42		20	18	5:1							40
	40	471	24		14	18	5:1							48
	39	463	23		17	11	3:1							
	38	455	33		22	11	3:1							
	37	449	30		25	10	3:1							
	36	441	35		20	15	4:1							
	35	433	26		18	15	5:1							
	34	425	34		22	10	5:1							
	33	417	45		18	10	4:1							
	32	409	41		23	8	4:1							

Baytree Lake Bank Erosion Maintenance Schedule

							Completed				Proposed			
							Lake Embankment Restoration in Linear Feet							
Lake No.	Lot No.	Address No.	Distance from Reference Point to Drop Off	Approximate Dist. From PL to Lake Bank	Drop Off Depth	Slope	2012	2013	2016	2017	2018		2019	2020
	31	400	36	19	14	4:1								
	30	408	41	14	14	4:1								
	Birchington Lane						Birchington Lane							
3	21	478	39	16	14	4:1								
	20	486	19	16.5	14	4:1								
	19	494	28	15	14	4:1								
3	Bradwick Way						Bradwick Way							
	17	7986	38	24	9	4:1								
	16	7988	25	21	9	6:1								
	15	7990	44	21	12	8:1								
	14	7992	25	19	12	6:1								
	13	7994	25	20	12	6:1								
3A	Baytree Drive						Baytree Drive							
	1	345	26	20.5	13	4:1								
	2	355	30	22	13	4:1								
	3	365	28	21	15	4:1								
	4	375	30	23	15	4:1								
	5	385	27	20	15	4:1								
	6	395	36	20	12	4:1								
	7	405	18	15	12	4:1								
4	Bradwick Way						Bradwick Way							
	20	7981	54	32	12									
	19	7983	30	21	12									
	18	7985	38	26	16									
	17	7987	25	22	10	4:1								
4	Ashwell Court						Ashwell Court							
	14	553	41	11	14	3:1								
	13	555	28	8	20	5:1							100	
	12	554	51	36	14	4:1								
4	Baytree Drive						Baytree Drive							
	6	475	26	14	24	9:1					80	\$ 3,200		
	5	485	29	18		7:1					85	\$ 3,400		
	4	495	39	19		7:1					63	\$ 2,520		
	3	505	35	30	24	5:1							100	
	2	515	54	29	24	5:1							180	
4	Deerhurst Drive						Deerhurst Drive							
	8	642	50	26	24	8:1							35	
	7	648	42	30	18	8:1								100
	6	656	39	27	12	4:1								
	5	662	53	23	12	4:1								

Baytree Lake Bank Erosion Maintenance Schedule

							Completed				Proposed			
							Lake Embankment Restoration in Linear Feet							
Lake No.	Lot No.	Address No.	Distance from Reference Point to Drop Off	Approximate Dist. From P.L. to Lake Bank	Drop Off Depth	Slope	2012	2013	2016	2017	2018		2019	2020
	4	668	30	24	12	4:1								
	3	674	38	27	24	12:1								62
	2	680	29	8	8	4:1		12						70
	1	686	24	7	10	3:1		68						50
	Deerhurst Drive							Deerhurst Drive						
5	16	605	14	12	16	9:1								
	17	611	25	16	17	6:1								
	Chatham Court							Chatham Court						
5	19	7972	28	27	12	7:1								
	20	7970	8	3	12	7:1					90	\$ 3,600		
	21	7971	42	20	16	4:1								
Kessington Court							Kessington Court							
5	24	7982	36	20	13	4:1								
	25	7980	37	14	10	4:1								
Deerhurst Drive							Deerhurst Drive							
6	30	675	24	16	12	7:1								
	31	681	24	16	12	7:1								
	32	687	22	15	17	7:1								
Royston Lane							Royston Lane							
7	40	511	31	10	19	5:1								90
Royston Lane							Royston Lane							
7A	41	512	21	8	14	4:1							50	
	42	510	27	9	19	4:1		85						50
	43	508	35	12	19	4:1								45
Bradwick Way							Bradwick Way							
7A	50	8019	21	13	18	4:1								38
	51	8023	29	12	18	4:1		35						50
	52	8025	23	4	18	4:1		65					60	
Daventry Drive							Daventry Drive							
8	16	8101	28	10	12	4:1								35
	17	8111	34	14	12	4:1								
	18	8120	35	14	10	6:1								
	19	8110	33	8	12	3:1							30	
	20	8100	50	17	12	3:1								
Bradwick Way							Bradwick Way							
8	22	8030	32	16	12	3:1								
	23	8028	25	8	10	4:1							10	
	24	8026	29	4	8	3:1	62						63	
	25	8024	29	8	8	3:1	60						60	
	26	8022	40	15	4	7:1	33							
	Bradwick Way							Bradwick Way						
9	28	8012	28	22	16	4:1								
Old Tramway Drive							Old Tramway Drive							
10	1	7952	31	25	16	5:1								
	2	7982	27	22	8	5:1		25						
	3	7972	22	14	12	3:1		90						
	4	7982	19	11	16	3:1		10						
Linford Court							Linford Court							

							Completed				Proposed		
							Lake Embankment Restoration in Linear Feet						
Lake No.	Lot No.	Address No.	Distance from Reference Point to Drop Off	Approximate Dist. From PL to Lake Bank	Drop Off Depth	Slope	2012	2013	2016	2017	2018	2019	2020
10	5	8000	24	15	15	4:1							
	6	8002	14	8	15	3:1						50	
	7	8004	23	14	16	5:1							
11B	Old Tramway Drive						Old Tramway Drive						
	4	7963	19	13	16	5:1							
	5	7971	22	13	14	5:1							
	6	7981	30	9	14	5:1							50
	7	7991	23	12	10	5:1							
11B	Baytree Drive						Baytree Drive						
	2	610	17	12	14	6:1							
	1	620	26	14	14	5:1							
12B	Chatsworth Drive						Chatsworth Drive						
	1	825	14	8	20	6:1						50	
	2	835	28	20	20	9:1							60
12B	Compton Way						Compton Way						
	6	8160	37	14	16	3:1							
12C	Compton Way						Compton Way						
	7	8161	29	20	18	5:1							120
	8	8171	42	10	24	7:1							80
13	Chatsworth Drive						Chatsworth Drive						
	15	925	24	16	12	3:1							
	16	936	23	20	10	2:1							
	17	945	29	24	9	2:1							
	18	955	26	22	9	2:1							
	19	965	42	12	12	2:1							
	20	975	13	6	12	5:1		125				20	
16	Southpoint Court						Southpoint Court						
	18	1489	29	13	17	5:1							
	17	1499	28	11	18	5:1							80
	16	1509	13	8	32	6:1						100	
19	Andover Way						Andover Way						
	13	8186	36	9	12	5:1							100
	14	8176	12	8	22	5:1							100
19	Belford Way						Belford Way						
	8	8165	20	18	12	6:1							
	9	8175	37	19	24	6:1						70	
	10	8185	22	20	17	6:1							
	11	8195	23	20	17	6:1							
19	Balmoral Way						Balmoral Way						
	12	983	16	10	20	3:1							75
20	Andover Way						Andover Way						
	16	8146	19	6	6	4:1				120		200	
Cromwell Place							Cromwell Place						

[illegible]

Baytree Lake Bank Erosion Maintenance Schedule

							Completed				Proposed			
							Lake Embankment Restoration in Linear Feet							
Lake No.	Lot No.	Address No.	Distance from Reference Point to Drop Off	Approximate Dist. From PL to Lake Bank	Drop Off Depth	Slope	2012	2013	2016	2017	2018	2019	2020	
20	24	8326	40	14	8	5:1								
20	Belford Way						Belford Way							
	7	8155	10	5	17	6:1				100		50		
	6	8144	16	9	22	6:1							100	
	5	8154	33	13	22	6:1								
20	Dorset Place						Dorset Place							
	7	1377	19	10	10	2:1				90				
21	Dorset Place						Dorset Place							
	8	1387	31	23	33	5:1						120		
21	Old Tramway Drive						Old Tramway Drive							
	9	8243	34	23	33	4:1						90		
21	Balmoral Way						Balmoral Way							
	1	903	29	14	24	6:1						50		
21	Belford Way						Belford Way							
	2	8184	72	35	20	3:1								
	3	8174	20	11	20	3:1						80		
	4	8164	21	3	15	4:1						108		
22	Dorset Place						Dorset Place							
	18	1426	32	14	17	6:1								
	17	1416	36	14	30	6:1						50		
22	Old Tramway Drive						Old Tramway Drive							
	15	8182	43	11	22	6:1							45	
	14	8172	30	17	22	5:1							130	
	13	8162	34	15	31	5:1						50		
22	Arundel Way						Arundel Way							
	11	1425	44	30	31	5:1						60		
	10	1435	33	26	22	4:1							100	
	9	1445	27	11	22	5:1							100	
	8	1455	29	10	17	5:1							60	
	7	1465	35	10	17	5:1								
23	Old Tramway Drive						Old Tramway Drive							
	1	8143	19	18	28	4:1						20		
	2	8163	23	23	28	4:1						60		
	3	8173	33	20	21	4:1							60	
23	Dorset Place						Dorset Place							
	6	1388	60	18	24	6:1						60		
	5	1396	60	18	16	6:1								
26	Baytree Drive						Baytree Drive							
	20	370	24	13	11	5:1								
	21	380	31	12	10	5:1								
							692	\$	27,680	1,535	2,415			
							Total LF	Total Amount		Total LF	Total LF			

ATTACHMENT - 2

**FIELD PHOTOGRAPHS – LAKE
1a, 4 & 5**

Prepared By:

LAKE 1A



0' 50' 100'

LAKE 4



LAKE 5



EROSION OF LAKE EMBANKMENT SIGNIFICANT.
PROXIMITY TO PROPERTY IS A CONCERN

ATTACHMENT - 3

**BAYTREE – LOCATION MAP
WITH RESTORATION AREAS**

Prepared By:

WICKHAM ROAD

LEGEND

- CONTROL STRUCTURE
- 2018 MAINTENANCE PROGRAM
- 2019 MAINTENANCE PROGRAM
- 2020 MAINTENANCE PROGRAM
- EMBANKMENTS INSPECTED



EXISTING SUNTREE DEVELOPMENT

ATKINS

LOCAL OFFICE:
7175 MURRELL ROAD
MELBOURNE, FL 32904
TEL: 321.542.6942
FAX: 321.542.8101

CORPORATE OFFICE:
4520 W. BOY SCOUT BLVD
TAMPA, FLORIDA 33611
FPM CERTIFICATE OF
AUTHORIZATION NO.24
www.atkinsglobal.com

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BAYTREE CDD

**LAKE & CONTROL
STRUCTURE LOCATION
EXHIBIT**

**ORIGINAL
REVISIONS:**

- 1.
- 2.
- 3.
- 4.
- 5.

THIS EXHIBIT IS A PART OF THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF ATKINS. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ATKINS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ATKINS. THE INFORMATION CONTAINED HEREIN IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF ATKINS.

JOB NO. _____
DRAWN _____ JTF
DESIGNED _____ JTF
CHECKED _____ CD

*This item will be provided under
separate cover*

SECTION VII

A

Baytree

Community Development District

Summary of Check Register

January 31, 2018 to March 26, 2018

Fund	Date	Check No.'s	Amount
General Fund	2/1/18	53105-53117	\$ 5,090.26
	2/7/18	53118-53122	\$ 10,826.59
	2/15/18	53123-53129	\$ 6,538.67
	2/21/18	53130-53131	\$ 9,746.16
	2/28/18	53132	\$ 322.00
	3/5/18	53133	\$ 5,927.59
	3/7/18	53134-53143	\$ 4,881.46
	3/9/18	53144-53146	\$ 135,120.00
	3/14/18	53147-53150	\$ 5,171.16
	3/20/18	53151-53157	\$ 15,856.09
			<u>\$ 199,479.98</u>
Payroll	<u>February 2018</u>		
	Carolyn Witcher	50388	\$ 184.70
	Gilbert M. Mills Jr	50389	\$ 184.70
	Richard C. Bosseler	50390	\$ 184.70
	Jerome S. Darby	50391	\$ 184.70
			<u>\$ 738.80</u>
			\$ 200,218.78

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
2/01/18	00047	1/26/18	SA-15825	201801 320-53800-41300	PROGRAM AGRMT MAR18-MAR19	*	1,100.00		
ACCESS CONTROL TECHNOLOGIES								1,100.00	053105
2/01/18	00004	12/31/17	146561	201712 310-51300-31500	RECEIPT/REVIEW/PREPMEETIN	*	585.00		
BILLING, COCHRAN, LYLES, MAURO & RAMSEY								585.00	053106
2/01/18	00132	1/03/18	29535	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/05/18	29547	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/09/18	29617	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/12/18	29649	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/17/18	29709	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/18/18	29716	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/23/18	29786	201801 320-53800-34600	ADMINISTRATIVE FEES	*	9.00		
		1/25/18	29801	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
		1/31/18	29866	201801 320-53800-34600	ADMINISTRATIVE FEE	*	9.00		
BREVARD COUNTY SHERIFF'S OFFICE								81.00	053107
2/01/18	00154	1/23/18	29786	201801 320-53800-34600	SECURITY 1/23/18	*	90.00		
BRENDEN BUTLER								90.00	053108
2/01/18	00162	1/05/18	29547	201801 320-53800-34600	SECURITY 1/5/18	*	90.00		
		1/12/18	29649	201801 320-53800-34600	SECURITY 1/12/18	*	90.00		
CHAD MASSOLINI								180.00	053109
2/01/18	00159	1/03/18	29535	201801 320-53800-34600	SECURITY 1/3/18	*	90.00		
CHRISTOPHER LITTLE								90.00	053110
2/01/18	00193	1/16/18	70202687	201801 320-53800-46200	JANITORIAL SERVICES JAN18	*	247.68		
444 INTERNATIONAL INC DBA COVERALL								247.68	053111
BAYT --BAYTREE-- BPEREGRINO									

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
2/01/18	00008	1/23/18	6-064-30	201801 310-51300-42000	DELIVERY 1/15/18	*	20.42		
					FEDEX			20.42	053112
2/01/18	00186	1/09/18	29617	201801 320-53800-34600	SECURITY 1/9/18	*	90.00		
					1/18/18 29716 201801 320-53800-34600	*	90.00		
					SECURITY 1/18/18				
					HEATHER CIERA BIVINS			180.00	053113
2/01/18	00153	1/17/18	29709	201801 320-53800-34600	SECURITY 1/17/18	*	90.00		
					JOHN HANIGAN			90.00	053114
2/01/18	00135	1/31/18	29866	201801 320-53800-34600	SECURITY 1/31/18	*	90.00		
					KENT GUTTEBO			90.00	053115
2/01/18	00138	1/25/18	29801	201801 320-53800-34600	SECURITY 1/25/18	*	90.00		
					THOMAS KELLY			90.00	053116
2/01/18	00170	1/25/18	7648390	201801 320-53800-34500	SECURITY 1/19/18-1/25/18	*	2,246.16		
					UNIVERSAL PROTECTION SERVICE, LP			2,246.16	053117
2/07/18	00021	2/01/18	291	201802 320-53800-34000	FIELD MANAGEMENT FEB18	*	2,320.75		
					2/01/18 291 201802 320-53800-41100	*	93.41		
					GUARDHOUSE SUPPLIES				
					2/01/18 292 201802 310-51300-34000	*	3,411.50		
					MANAGEMENT FEES FEB18				
					2/01/18 292 201802 310-51300-35100	*	133.33		
					INFO TECHNOLOGY FEB18				
					2/01/18 292 201802 310-51300-51000	*	23.85		
					OFFICE SUPPLIES				
					2/01/18 292 201802 310-51300-42000	*	20.65		
					POSTAGE				
					2/01/18 292 201802 310-51300-42500	*	149.85		
					COPIES				
					GOVERNMENTAL MANAGEMENT SERVICES			6,153.34	053118
2/07/18	00047	1/12/18	S97246	201711 320-53800-41100	REAR ENTRANCE SRVC/RPRS	*	1,078.09		
					ACCESS CONTROL TECHNOLOGIES			1,078.09	053119
BAYT --BAYTREE-- BPEREGRINO									

*** CHECK DATES 01/31/2018 - 03/26/2018 ***

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 #
2/07/18	00193	2/01/18 70202693	201802 320-53800-46200		JANITORIAL SERVICES FEB18	*	289.00	
				444	INTERNATIONAL INC DBA COVERALL			289.00 053120
2/07/18	00170	2/01/18 7675259	201801 320-53800-34500		SECURITY 1/26/18-1/31/18	*	1,604.40	
		2/01/18 7675259A	201802 320-53800-34500		SECURITY 2/1/18	*	641.76	
					UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053121
2/07/18	00082	1/30/18 5970	201801 320-53800-51300		2 SHADY CT AWNINGS	*	1,060.00	
					VARSITY COURTS, INC.			1,060.00 053122
2/15/18	00047	1/31/18 S98653	201801 320-53800-41100		REAR ENTRANCE ARM RPL/RPR	*	412.26	
					ACCESS CONTROL TECHNOLOGIES			412.26 053123
2/15/18	00019	2/03/18 18349020	201802 320-53800-46200		MTHLY POOL SRVC FEB18	*	625.00	
					BEACH POOL SERVICE			625.00 053124
2/15/18	00104	2/12/18 2018BAYN	201802 310-51300-49210		FY18 PROP APPRAISER FEE	*	234.00	
					BREVARD COUNTY PROPERTY APPRAISER			234.00 053125
2/15/18	00039	1/05/18 323117	201801 320-53800-47000		AQUATIC WEED CTRL JAN18	*	2,413.00	
		1/09/18 323118	201801 320-53800-47000		NATURAL AREAS MGMT JAN18	*	350.00	
		1/11/18 324451	201801 320-53800-41100		QTRLY PEST CTRL-GATEHOUSE	*	60.00	
					ECOR INDUSTRIES			2,823.00 053126
2/15/18	00008	2/06/18 6-079-06	201801 310-51300-42000		DELIVERY 1/31/18	*	109.25	
					FEDEX			109.25 053127
2/15/18	00170	2/08/18 7691868	201802 320-53800-34500		SECURITY 2/2/18-2/8/18	*	2,246.16	
					UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053128
2/15/18	00084	2/14/18 45767	201802 320-53800-49000		RENT STORAGE FEE - MAR18	*	89.00	
					VIERA STORAGE COMPANY			89.00 053129

BAYT --BAYTREE-- BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/21/18	00016	2/07/18 38439	201802 320-53800-47300	MTHLY LANDSCAPE FEB18	*	7,500.00	
				TROPIC-CARE OF FLORIDA, INC.			7,500.00 053130
2/21/18	00170	2/15/18 7708807	201802 320-53800-34500	SECURITY 2/9/18-2/15/18	*	2,246.16	
				UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053131
2/28/18	00194	12/12/17 332-4042	201712 320-53800-49100	JAC-PLAYGROUND RPLC SIGN	*	322.00	
				FASTSIGNS			322.00 053132
3/05/18	00021	3/01/18 293	201803 310-51300-34000	MANAGEMENT FEES MAR18	*	3,411.50	
		3/01/18 293	201803 310-51300-35100	INFO TECHNOLOGY MAR18	*	133.33	
		3/01/18 293	201803 310-51300-51000	OFFICE SUPPLIES	*	1.23	
		3/01/18 293	201803 310-51300-42000	POSTAGE	*	17.58	
		3/01/18 293	201803 310-51300-42500	COPIES	*	43.20	
		3/01/18 294	201803 320-53800-34000	FIELD MANAGEMENT MAR18	*	2,320.75	
				GOVERNMENTAL MANAGEMENT SERVICES			5,927.59 053133
3/07/18	00195	2/05/18 29950	201802 320-53800-34600	SECURITY 2/2/18	*	90.00	
				AMANDA KING RILEY			90.00 053134
3/07/18	00012	3/01/18 1877106	201802 310-51300-31100	JAN-FEB ENGINEERING SRVCS	*	620.00	
				ATKINS			620.00 053135
3/07/18	00047	2/20/18 S99015	201801 320-53800-41100	INSTALL NEW ARM-REAR ENTR	*	412.26	
				ACCESS CONTROL TECHNOLOGIES			412.26 053136
3/07/18	00004	1/31/18 147402	201801 310-51300-31500	RECEIPT/REVIEW/PREPMEETIN	*	1,215.00	
				BILLING, COCHRAN, LYLES, MAURO&RAMSEY			1,215.00 053137
3/07/18	00132	2/05/18 29950	201802 320-53800-34600	ADMINISTRATIVE FEE	*	9.00	
		2/11/18 30038	201802 320-53800-34600	ADMINISTRATIVE FEE	*	9.00	

BAYT --BAYTREE-- BPEREGRINO

*** CHECK DATES 01/31/2018 - 03/26/2018 ***

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 #
		2/15/18 30099	201802 320-53800-34600			*	9.00	
		ADMINISTRATIVE FEE						
		2/20/18 30171	201802 320-53800-34600			*	9.00	
		SECURITY 2/20/18						
		2/28/18 30277	201802 320-53800-34600			*	9.00	
		ADMINISTRATIVE FEE						
		BREVARD COUNTY SHERIFF'S OFFICE						45.00 053138
3/07/18 00186		2/15/18 30099	201802 320-53800-34600			*	90.00	
		SECURITY 2/15/18						
		HEATHER CIERA BIVINS						90.00 053139
3/07/18 00153		2/28/18 30277	201802 320-53800-34600			*	90.00	
		SECURITY 2/28/18						
		JOHN HANIGAN						90.00 053140
3/07/18 00135		2/20/18 30171	201802 320-53800-34600			*	90.00	
		SECURITY 2/20/18						
		KENT GUTTEBO						90.00 053141
3/07/18 00172		2/11/18 30038	201802 320-53800-34600			*	90.00	
		SECURITY 2/7/18						
		ROBERT F WAGNER						90.00 053142
3/07/18 00170		3/01/18 7742721	201802 320-53800-34500			*	1,925.28	
		SECURITY 2/23/18-2/28/18						
		3/01/18 7742721A	201803 320-53800-34500			*	213.92	
		SECURITY 3/1/18						
		UNIVERSAL PROTECTION SERVICE, LP						2,139.20 053143
3/09/18 00171		3/01/18 03012018	201803 320-58100-10000			*	45,268.00	
		FY18 COMMUNITY BEAUT.FUND						
		BAYTREE CDD COMM BEAUTIFICATION						45,268.00 053144
3/09/18 00111		3/01/18 03012018	201803 320-58100-10000			*	20,108.00	
		FY18 IOB FUNDING						
		3/01/18 03012018	201803 320-58100-10000			*	61,542.00	
		FY18 PAVEMENT MGMT FUNDIN						
		BAYTREE CDD PAVEMENT MANAGEMENT						81,650.00 053145
3/09/18 00112		3/01/18 03012018	201803 320-58100-10000			*	8,202.00	
		FY18 CAP PROJ RSRV FUNDIN						
		BAYTREE CDD GENERAL RESERVE						8,202.00 053146
3/14/18 00193		3/01/18 15800005	201803 320-53800-46200			*	289.00	
		JANITORIAL SERVICES MAR18						
		444 INTERNATIONAL INC DBA COVERALL						289.00 053147

BAYT --BAYTREE-- BPEREGRINO

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/26/18

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*** CHECK DATES 01/31/2018 - 03/26/2018 ***

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 #
3/14/18	00039	2/02/18 324803	201802 320-53800-47000		AQUATIC WEED CTRL FEB18	*	2,413.00	
					ECOR INDUSTRIES			2,413.00 053148
3/14/18	00053	3/06/18 332-4091	201802 320-53800-49000		JAC ENTRANCE SIGN	*	223.00	
					FASTSIGNS			223.00 053149
3/14/18	00170	3/08/18 7760995	201803 320-53800-34500		SECURITY 3/2/18-3/8/18	*	2,246.16	
					UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053150
3/20/18	00047	3/12/18 S99345	201803 320-53800-41100		BACK/REAR EXIT GATE RPRS	*	360.28	
					ACCESS CONTROL TECHNOLOGIES			360.28 053151
3/20/18	00019	3/06/18 18349030	201803 320-53800-46200		MTHLY POOL SRVC MAR18	*	625.00	
					BEACH POOL SERVICE			625.00 053152
3/20/18	00123	3/15/18 W13676	201803 320-53800-47500		RPLC POOL POST LIGHT/PACK	*	1,427.65	
					EAU GALLIE ELECTRIC INC.			1,427.65 053153
3/20/18	00016	3/06/18 38596	201803 320-53800-47300		MTHLY LANDSCAPE MAR18	*	7,500.00	
					TROPIC-CARE OF FLORIDA, INC.			7,500.00 053154
3/20/18	00170	3/15/18 7777682	201803 320-53800-34500		SECURITY 3/9/18-3/15/18	*	2,246.16	
					UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053155
3/20/18	00084	3/17/18 46323	201803 320-53800-49000		RENT STORAGE FEE - APR18	*	89.00	
					VIERA STORAGE COMPANY			89.00 053156
3/20/18	00196	2/14/18 EST #637	201803 320-53800-41100		CAMERAS/EQUIP INSTALL	*	3,608.00	
					MODERN SECURITY SYSTEMS LLC			3,608.00 053157

TOTAL FOR BANK A 199,479.98

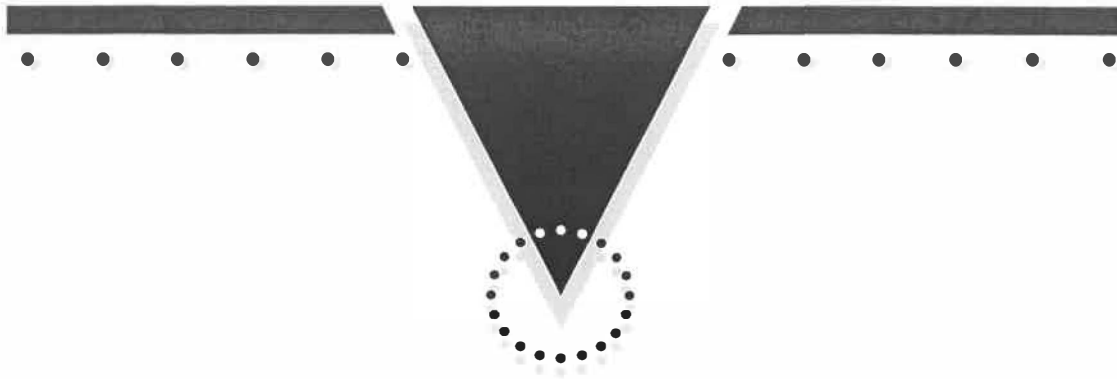
TOTAL FOR REGISTER 199,479.98

BAYT --BAYTREE--

BPEREGRINO

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Baytree

Community Development District

Unaudited Financial Reporting
February 28, 2018



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Baytree
Community Development District
Combined Balance Sheet
February 28, 2018

	General Fund	Capital Projects Fund	Totals (Memorandum Only) 2018
<u>Assets:</u>			
<u>Cash:</u>			
Wells Fargo	\$538,197	----	\$538,197
SunTrust - Capital Reserves	----	\$51,909	\$51,909
SunTrust - Pavement Management	----	\$102,649	\$102,649
Regions - Community Beautification	----	\$26,610	\$26,610
<u>Investments:</u>			
Custody	\$1,024	----	\$1,024
Total Assets	<u>\$539,221</u>	<u>\$181,169</u>	<u>\$720,390</u>
<u>Liabilities:</u>			
Accounts Payable	\$7,304	----	\$7,304
<u>Fund Balances:</u>			
Assigned	----	\$51,909	\$51,909
Assigned	----	\$102,649	\$102,649
Assigned	----	\$26,610	\$26,610
Unassigned	<u>\$531,918</u>	----	<u>\$531,918</u>
Total Liabilities and Fund Equity & Other Credits	<u>\$539,221</u>	<u>\$181,169</u>	<u>\$720,390</u>

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending February 28, 2018

	Adopted Budget	Prorated Budget Thru 02/28/18	Actual Thru 02/28/18	Variance
Revenues:				
Maintenance Assessments	\$695,968	\$667,898	\$667,898	\$0
Interest Income - Investments	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$29,502	\$7,375	\$8,563	\$1,188
Miscellaneous Income	\$4,000	\$1,667	\$1,745	\$78
Total Revenues	\$729,470	\$676,941	\$678,207	\$1,267

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$3,333	\$1,600	\$1,733
FICA Expense	\$612	\$255	\$122	\$133
Engineering	\$25,000	\$10,417	\$3,488	\$6,929
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$7,396	\$5,310	\$2,086
Annual Audit	\$3,300	\$0	\$0	\$0
Management Fees	\$40,938	\$17,058	\$17,058	\$0
Information Technology	\$1,600	\$667	\$667	\$0
Telephone	\$150	\$63	\$0	\$63
Postage	\$1,500	\$625	\$237	\$388
Insurance	\$13,800	\$13,800	\$12,547	\$1,253
Tax Collector Fee	\$13,980	\$13,980	\$13,962	\$18
Printing & Binding	\$1,700	\$708	\$293	\$416
Legal Advertising	\$1,200	\$500	\$0	\$500
Other Current Charges	\$1,700	\$708	\$380	\$329
Office Supplies	\$200	\$83	\$72	\$11
Property Taxes	\$250	\$250	\$228	\$22
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$139,589	\$77,752	\$63,872	\$13,879

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending February 28, 2018

	Adopted Budget	Prorated Budget Thru 02/28/18	Actual Thru 02/28/18	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$119,566	\$49,819	\$46,113	\$3,706
Security - Speed Control	\$10,296	\$4,290	\$2,772	\$1,518
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$10,000	\$4,167	\$5,862	(\$1,695)
Telephone - Gate House/Pool	\$7,500	\$3,125	\$2,640	\$485
Transponders	\$4,500	\$4,015	\$4,015	\$0
Field Management Fees	\$27,849	\$11,604	\$11,604	\$0
Electric	\$55,000	\$22,917	\$21,225	\$1,692
Water & Sewer	\$6,200	\$2,583	\$4,099	(\$1,515)
Gas	\$6,800	\$2,833	\$4,655	(\$1,822)
Maintenance - Lakes	\$36,600	\$15,250	\$12,765	\$2,485
Maintenance - Landscape Contract	\$90,000	\$37,500	\$37,500	\$0
Maintenance - Additional Landscape	\$19,000	\$7,917	\$30,600	(\$22,683)
Maintenance - Pool	\$17,000	\$7,083	\$4,835	\$2,248
Maintenance - Irrigation	\$6,000	\$2,500	\$1,740	\$760
Maintenance - Lighting	\$9,000	\$3,750	\$722	\$3,028
Maintenance - Monuments	\$6,000	\$2,500	\$0	\$2,500
Maintenance - Other Field (R&M General)	\$4,000	\$1,667	\$2,195	(\$528)
Maintenance - Playground	\$500	\$208	\$0	\$208
Maintenance - Tennis Court Area	\$1,000	\$417	\$1,060	(\$643)
Holiday Landscape Lighting	\$4,000	\$4,000	\$4,116	(\$116)
Operating Supplies	\$750	\$313	\$0	\$313
Sidewalk/Curb Cleaning	\$11,000	\$4,583	\$1,700	\$2,883
Miscellaneous	\$1,000	\$417	\$464	(\$47)
Total Operation and Maintenance	\$454,761	\$194,657	\$201,781	(\$7,124)
<u>Reserves</u>				
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
Total Reserves	\$135,120	\$0	\$0	\$0
Total Expenditures	\$729,470		\$265,653	
Excess Revenues (Expenditures)	\$0		\$412,554	
Fund Balance - Beginning	\$0		\$119,364	
Fund Balance - Ending	(\$0)		\$531,918	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending February 28, 2018

	Adopted Budget	Prorated Budget Thru 02/28/18	Actual Thru 02/28/18	Variance
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Revenues:

Transfer In	\$8,202	\$0	\$0	\$0
Interest Income	\$100	\$42	\$13	(\$29)

Total Revenues	\$8,302	\$42	\$13	(\$29)
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Expenditures:

Lake Bank Restoration	\$15,000	\$6,250	\$0	\$6,250
Sidewalk/Gutter Repair	\$12,500	\$5,208	\$0	\$5,208
Drainage Maintenance	\$10,000	\$4,167	\$0	\$4,167
Curb - Tree Trimming/Replacements	\$6,500	\$2,708	\$0	\$2,708
Benches	\$0	\$0	\$2,970	(\$2,970)

Total Expenditures	\$44,000	\$18,333	\$2,970	\$15,364
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Excess Revenues (Expenditures)	(\$35,698)		(\$2,957)	
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Fund Balance - Beginning	\$60,358		\$54,866	
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Fund Balance - Ending	\$24,660		\$51,909	
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Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending February 28, 2018

	Adopted Budget	Prorated Budget Thru 02/28/18	Actual Thru 02/28/18	Variance
Revenues:				
Transfer In - Baytree	\$61,542	\$0	\$0	\$0
Transfer In - IOB	\$20,108	\$0	\$0	\$0
Interest Income	\$75	\$31	\$21	(\$10)
Total Revenues	\$81,725	\$31	\$21	(\$10)
Expenditures:				
Roadway Paving	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$81,725		\$21	
Fund Balance - Beginning	\$103,715		\$102,628	
Fund Balance - Ending	\$185,440		\$102,649	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending February 28, 2018

	Adopted Budget	Prorated Budget Thru 02/28/18	Actual Thru 02/28/18	Variance
Revenues:				
Transfer In	\$45,268	\$0	\$0	\$0
Total Revenues	\$45,268	\$0	\$0	\$0
Expenditures:				
Bank Fees	\$36	\$36	\$150	(\$114)
Total Expenditures	\$36	\$36	\$150	(\$114)
Excess Revenues (Expenditures)	\$45,232		(\$150)	
Fund Balance - Beginning	\$23,411		\$26,760	
Fund Balance - Ending	\$68,643		\$26,610	

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$127,661	\$491,375	\$25,887	\$22,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667,898
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	\$8,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,568
Miscellaneous Income	\$346	\$290	\$420	\$189	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,745
Total Revenues	\$346	\$127,952	\$491,795	\$34,739	\$23,375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$678,207
Expenditures:													
Administrative													
Supervisor Fees	\$800	\$0	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600
FICA Expense	\$61	\$0	\$0	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122
Engineering	\$2,403	\$465	\$0	\$0	\$620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,488
Attorney Fees	\$2,768	\$743	\$585	\$1,215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,310
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	\$3,412	\$3,412	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,058
Information Technology	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$20	\$14	\$14	\$143	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237
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	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$293
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$63	\$99	\$61	\$76	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380
Office Supplies	\$23	\$24	\$1	\$1	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
Property Taxes	\$0	\$228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$228
Property Appraiser	\$0	\$0	\$0	\$0	\$234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234
Dues, Licenses & Subscriptions	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$29,843	\$19,282	\$4,207	\$4,979	\$5,561	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,872

**Baytree
Community Development District**

Field:

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Security Contract	\$9,412	\$9,747	\$10,108	\$8,787	\$7,059	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,113
Security - Speed Control	\$792	\$594	\$0	\$891	\$495	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,772
Gate Maintenance Contract	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
Maintenance - Gate House	\$610	\$1,699	\$1,941	\$1,519	\$93	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,862
Telephone - Gate House/Pool	\$563	\$566	\$605	\$416	\$490	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,640
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	\$2,321	\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,604
Electric	\$4,114	\$4,103	\$4,306	\$4,435	\$4,267	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,225
Water & Sewer	\$653	\$760	\$626	\$48	\$2,013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,099
Gas	\$97	\$467	\$906	\$1,490	\$1,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,655
Maintenance - Lakes	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,765
Maintenance - Landscape Contract	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,500
Maintenance - Additional Landscape	\$12,550	\$825	\$1,125	\$16,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,600
Maintenance - Pool	\$1,124	\$1,300	\$625	\$873	\$914	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,835
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)	\$1,389	\$317	\$89	\$89	\$312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,195
Maintenance - Playground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Tennis Court Area	\$0	\$0	\$0	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,060
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	\$0	\$0	\$448	\$0	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$464

Total Field	\$45,922	\$38,920	\$36,959	\$50,391	\$29,589	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$201,781
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Reserves:

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

Total Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Expenditures	\$75,765	\$58,202	\$41,167	\$55,370	\$35,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,653
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Excess Revenues (Expenditures)	(\$75,419)	\$69,750	\$450,629	(\$20,631)	(\$11,774)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$412,554
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**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
1/30/18	ACH	\$ -	\$ -	\$ 278.57	\$ 278.57
2/9/18	ACH	\$ 23,439.95	\$ 564.83	\$ -	\$ 22,875.12 *
3/8/18	ACH	\$ 3,074.92	\$ 30.75	\$ -	\$ 3,044.17
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Totals		\$ 697,844.11	\$ 27,180.06	\$ 278.57	\$ 670,942.62

11/29/17 Distribution includes commission fees of \$13,962.07

2/9/17 Distribution has postage expense of \$25.35 deducted