

*Baytree Community
Development District*

Agenda

June 6, 2018

AGENDA

Baytree

Community Development District

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

May 30, 2018

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, June 6, 2018 at 1:30 p.m. at the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
 - A. Security
 - B. BCA
3. Approval of Minutes of the May 2, 2018 Meeting
4. New Business
 - A. Public Hearing
 1. Consideration of Resolution 2018-05 Approving Amendments to the District's Rules of Procedure
 - B. Review and Discussion of Revised Fiscal Year 2019 Budget and Discussion of Final Hearing Date
 - C. Consideration of Agreement with DSI Security Services to Provide Security Services
 - D. Discussion of Petition from Windsor Residents
 - E. Discussion of Speed Enforcement
5. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. Engineer
 1. Discussion of Lake Bank Contract for Fiscal Year 2018
 - iii. District Manager's Report
 1. Field Manager's Report
6. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
7. Supervisor's Requests
8. Public Comment Period

9. Adjournment

The second order of business is community updates. Section A is an update from Security, Section B is the BCA update.

The third order of business is the approval of the minutes of the May 2, 2018 meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A opens the public hearing to amend the District's Rule of Procedure. A copy of Resolution 2018-05 and the proposed rule is enclosed under Sub-Section 1. Section B is the review and discussion of the revised Fiscal Year 2019 budget. A copy of the budget is enclosed for your review. Section C is the consideration of the security services agreement with DSI Security Services. A copy of the agreement is enclosed for your review. Section D is the discussion of the petition from Windsor residents. A copy of the petition is enclosed for your review. Section E is the discussion of speed enforcement in the community. This is an open discussion item.

The fifth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items enclosed for your review. Section 2 of Staff Reports is the Engineer's Report. Sub-Section 1 is the discussion of the lake bank contract for Fiscal Year 2018. A copy of the proposal will be provided under separate cover. 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 sixth 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 seventh order of business is Supervisor's Requests.

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

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

Sincerely,



Jason Showe,
District Manager

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

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, May 2, 2018 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carol Witcher	Chairman
Melvin Mills	Vice Chairman
Richard Bosseler	Assistant Secretary
Jerry Darby	Assistant Secretary
Richard Brown	Assistant Secretary

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Mary Ellen Samitas	District Engineer
Alan Scheerer	Field Operations Manager
Mark Sweat	Chesley Brown
Valerie Scott	DSI Security
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: I don't see anyone here from Universal. Are there any resident questions about security, at this point?

Mr. Mills: They still aren't doing what they need to do.

Mr. Showe: We have an item on the agenda for their contract.

Mr. Mills: I know.

Ms. Witcher: Did they rebid?

Mr. Mills: Yes.

Mr. Showe: Yes, they did. We will proceed to the BCA update.

B. BCA

Mr. Wilkerson: Yes. Wayne Wilkerson, President of the BCA. The BCA had its annual meeting two weeks ago. I would like to summarize what occurred at the meeting. I thanked the CDD and its directors for the close cooperation that we received. We have six beautiful park benches in various places in Baytree. Residents asked for them and they were provided by the CDD and we appreciate that. The residents asked for better pool maintenance. Mel Mills reported that a new irrigation company was hired. Tables, chairs and other items were incorporated into the pool. It's really a nice pool, a nice facility and everything has been taken care of. Thank you for that. Residents asked for more police patrols and we received them. Speeding still happens, but the police are issuing more tickets. The residents asked for cleaner sidewalks and the CDD has provided those. The residents asked for a common meeting place for picnics and family gatherings. CDD Director, Jerry Darby attended our annual meeting and reported a summary of what's going on with our new pavilion. It's very encouraging. The list goes on-and-on, but the voices of the residents have been heard. They were heard through the bonding of the BCA and CDD and we appreciate that.

Mr. Mills: Thanks Wayne.

Mr. Wilkerson: When Jerry Darby was elected to the CDD Board, Mel Mills appropriately handed him the reins of the pavilion project. We formally recognized Mel at our meeting for his efforts and wished Jerry the very best going forward. Jerry worked on our side for a while and is now on your side. I think that is going to be a perfect handoff. As far as the golf course, Jeff Mauldin, the General Manager, just celebrated his first year as a General Manager here. During the year, Jeff has been closely acquainted with our residents, and he and his wife are putting on theme dinners every other Thursday. Many of you have come to those, which are a success. About 35 to 40 people on average attend. We talked about the golf course and I don't know if you have that on your agenda. Let me touch on that briefly, because we've been involved in golf course maintenance. The golf course is parched, because there was a problem with one of the pumps. It took them three extra weeks to replace it. I played this morning and it's pitiful. They are re-doing all of the tees with sod. I think they are going to lose

several fairways, because I don't know if they are going to come back. Rick, would you like to elaborate?

Mr. Brown: Yes, Number 8 is awful.

Mr. Wilkerson: The owner, Charlie was out there today and I stopped and talked to him. I said, "*As President of the BCA, I want you to know that our home values depend on the condition of this golf course.*" He said, "*I am fully aware of that.*" I don't know how old Charlie is. He is no "*spring chicken*," but he was out there working. They fired the old greenskeeper and have a brand new greenskeeper out there now. I just spoke with him and he's going to try his best to get this golf course back into shape. I think our Social Chair, Martha Scholz has done a great job. She put together several events, including the food truck event. We are having another Friday night event.

Mr. Mills: I will be there.

Mr. Wilkerson: Please come out to support these events. How many of you plan to come to the food truck event?

Ms. Witcher: I'm leaving this afternoon.

Mr. Wilkerson: Martha has done a terrific job. Our Directors have done a good job. We had an election, but nothing changed. We had a woman who ran, named SusanHodgers. She was elected unopposed. She is our new Secretary. Phil Ruhlman was elected as Vice President. I remained as President. Richard Mather is Treasurer. Thank you.

Mr. Mills: Thank you.

Ms. Witcher: Can you emphasize in your next newsletter about who is paying for the pavilion? People want to know and it needs to be emphasized that we are not taking money away from the HOA. Its money that was left over from the builders. They need to know this, because they are complaining that we are spending their money on the pavilion. It's the builders' money, not assessment funds.

Mr. Darby: I will speak to that issue. At Francesca Mariani's request, I authored an article, which will appear in the next issue, addressing all of those points, as well as other points. I have the renderings for the pavilion. The design work is still in process. We are waiting for drawings from the design company. Once we have those drawings, we will submit them to the builder. Bella Construction will then file for permits. We expect that to happen sometime next

week. Once the permits are issued, we will break ground on construction very shortly thereafter. We are still targeting the middle of July for completion, but it depends on the materials.

Ms. Witcher: Thank you.

i. Discussion of Plaque Language for Pavilion

Mr. Showe: As part of the Shared Cost Agreement or Joint Participation Agreement, there is a section requiring that we commemorate the building by having a plaque. The cost would be shared by the BCA and the CDD. Jerry and Wayne worked on some language that was provided as part of your agenda package. As long as the Board is okay with that language, I think we have the direction to proceed.

Mr. Darby: Do you want me to read the language?

Mr. Showe: You can if you would like.

Mr. Darby: It will look something like the rendering. It says, *“This Pavilion is Provided for your Enjoyment through the Cooperative Efforts of the Baytree Community Association and the Baytree Community Development District.”* That’s simple enough. It will be in bronze colored aluminum and the cost will be \$239. We budgeted \$250.

Mr. Wilkerson: Perfect. Thank you for doing that.

Mr. Mills: Are we going to apply lacquer to it? If we don’t, saltwater will get to it.

Mr. Showe: Good point.

Mr. Mills: We might want to have it lacquered.

Mr. Darby: I will look into it.

Mr. Scheerer: Do you want to put a date on it?

Mr. Mills: That might be a good idea.

Mr. Showe: Is there anything else for discussion under the BCA? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 4, 2018 Meeting

Mr. Showe: The minutes from the April 4, 2018 meeting were included in your agenda package. We received comments from several Board Members, which will be incorporated into the final version. We can take any other changes at this time.

Mr. Brown: On Page 19, Mr. Brown said, *“I ran hospitals for four years.”* It should be *“40 years.”* On Page 52, I said, *“If we are going to start enforcing what we are allowed to do*

with security, relative to the front gate, we might want to consider posting a sign that says, 'Be Prepared to Show a Photo ID' coming into the area," not Mr. Bosseler.

Mr. Showe: With you being new on the Board, obviously the Transcriptionist does their best to try to recognize voices, but may not get your voice at first.

Mr. Brown: That's all I had.

Mr. Showe: Are there any other changes?

Mr. Bosseler: On Page 11, in the sixth line down, "*a bill*" should "*it built*." On the bottom of Page 17, I didn't appoint Mel. I made a motion on the appointment. That's it.

Mr. Showe: If there are no other changes, we need a motion to accept the minutes, as amended.

On MOTION by Mr. Brown seconded by Ms. Witcher with all in favor, the minutes of the April 4, 2018 meeting were approved, as amended.

FOURTH ORDER OF BUSINESS

New Business

A. Presentation and Ranking of Proposals for Security Services and Selection of Contractor

Mr. Showe: At the last meeting, the Board requested proposals for security services. We prepared the Request for Proposals (RFP) and sent it to five vendors. We received three bids. I don't believe that representatives of Universal Allied are here, but we have representatives from DSI Security and Chesley Brown, so the Board can ask questions. We provided new scoring sheets. Is there any preference on which vendor you would like to ask questions to first?

Mr. Darby: Go alphabetically.

Mr. Bosseler: Can we have them introduce themselves?

Mr. Showe: Sure. We have Mark Sweat of Chesley Brown.

Mr. Sweat: Chesley Brown is based in Atlanta. At my prior position, I was headquartered in Orlando and remember most of you. It is good to see all of you again. I would be happy to answer any questions you have.

Mr. Showe: Are there any questions from the Board?

Mr. Mills: I have one. I noticed in your proposal that you go through a vigorous training program, which seems to help alleviate the situations that we have been having with consistency

among the guards. For the benefit of the audience, explain to them how you select and train candidates.

Mr. Sweat: Sure. Generally, we want to make sure that all of our candidates have at least one year of experience in the field. That is one point. The other is to make sure that their capabilities are detailed or outlined. If you are taking a person who is familiar with our gatehouse security for any length of time, or have been accustomed to working in a warehouse or in a parking lot, it is not going to coincide with guarding a community like Baytree. When you have vendors and visitors coming in and taking their licenses, deal with those who don't have their licenses and who have not been called in, there is a particular mentality that goes into the way that we hire them. When we are sitting down and actually interviewing those candidates, we score them based on their experience in the field, especially gatehouse experience.

Mr. Darby: How does your visitor tracking system work?

Mr. Sweat: We use a licensescanner. I know that in the past, we had situations of where it either worked or didn't work, but at any point, we are able to manually input information. It is helpful when you can integrate systems. Our system is actually set up to do that and take requests from your residents to retain in our system, or we are able to pinpoint visitors that are going to be visiting the property. What normally happens is that we are going to get a call, because a contractor is going to a particular resident. It is great to be able to store that information in our system. The way that the system will work, is if it's going to be populated in the system, our officers will be able to reference that, versus waiting for someone to come in or make additional calls. The type of system that we are using is able to tie calls that are coming into the gatehouse and allows for officer input, whether resident input or integrated technologies such as a license scanner to capture information.

Mr. Darby: So, if somebody is coming in with these technologies, you could potentially scan the license. Would it cross reference to any permanent visitor or vendor list?

Mr. Sweat: One of the keys in a community such as this one, is that there are repeat vendors or someone who actually doesn't have to be called in. You want to make sure that you can status them in a way, where if an uncle, aunt or grandson is going to show up, we have their names saved in our system, so they are allowed to get a free pass, versus us calling the house or waiting for a call from a resident. We want to make it fluid for them to be able to come in and get access, but at the same time, the system should be set up to identify who is a grandson and

who is a contractor. If a plumber is going to be here for a week, there's no reason for a resident to call each day. We should be able to include that person in our system. That way we understand that they are at your particular property for a specific length of time.

Mr. Darby: In your proposal you mentioned that you were going to manage pedestrian traffic coming into the facility. How would you do that?

Mr. Sweat: Any person who is at the gatehouse, the same way that you have traffic coming in, there should be some type of system to address bicycle riders or pedestrians coming through that gate. They should be stopped just like a vehicle. I had a property in Daytona who had a sidewalk going into the community. Generally, you have walkers that want to walk into the community and there should be some type of barrier access control, beyond the ones that are in the street. We should be able to figure out a way to institute a policy of how we handle or address those who were either biking or walking into the community.

Mr. Darby: I'm concerned about the logistics of doing that, from the standpoint of having a line of cars coming in. The visitor or vendor has to be approved, but then the guard has to go over and approve somebody who is walking or biking on the sidewalk. I just don't know if that works.

Mr. Sweat: I think for the safety of the community, you have a barrier arm that is protecting the traffic entering. Where you don't have a barrier arm, a walker or biker can access. A precedent would be set on a person who is either walking or biking in. You should have a guard addressing the walker or biker, because that person has free access into the community.

Mr. Darby: Part of the problem is that walkers and bikers probably don't have IDs on them.

Mr. Sweat: Correct.

Mr. Darby: That could be problematic.

Mr. Sweat: That is correct.

Mr. Darby: We don't have similar security services on the back gate, so that's also wide open.

Mr. Sweat: Right.

Mr. Mills: But if the guard is doing his job correctly, he should be able to address the issue about why are you visiting, who are you visiting or whether you are just walking through the community and have their name.

Mr. Sweat: Correct.

Mr. Darby: How do you respond to absences, especially unplanned absences?

Mr. Sweat: Generally, we set up a Supervisor in that capacity. That way we are filtering our process. An officer having a broken-down car is going to happen, but saying that they are all going to show up, that's not true. Our system should be set up in a way where we understand that someone can't come in. If someone isn't coming in on that previous shift, they should obligate another four hours, so we can provide or get back particular coverage to come in. There should never be a situation where we have no officers in the gatehouse.

Mr. Bosseler: Do you have any other customers in Brevard County?

Mr. Sweat: Not in this County.

Mr. Bosseler: What do you propose to do for a Supervisor? Are you going to have a Supervisor monitor from Orlando?

Mr. Sweat: There will be one during the day.

Mr. Darby: This person will also be the first shift guard?

Mr. Sweat: That's correct.

Mr. Darby: That's the same individual?

Mr. Sweat: That's correct. They are going to see the overnight guard, in addition to the person on second shift. Any type of correspondence or reference in terms of property will be part of the scope of their duties.

Mr. Bosseler: Would we have a meeting?

Mr. Sweat: Generally meetings will be run by me, because I handle onsite personnel and any policies.

Mr. Mills: One of the concerns that I have currently is with our current vendor. It seems to be an on the job training situation where they bring in a new guard, who is alone, fending for themselves, basically not reading the Post Orders, not being trained and doing what they want to do. That way is inconsistent. I think it's imperative that both companies know that we must have consistency. We cannot have one guard doing one thing and another guard doing another. The sad part is that we are also going to have to train residents to call into the gatehouse and say, "*I have guests coming.*" What concerns me is that I don't think that as a community, we want on the job training people at the front gate.

Mr. Sweat: It is supposed to be industry standard, if I'm letting them have someone getting on the job training or a person that is trained for the position. They should be working with that established Supervisor.

Mr. Mills: Absolutely.

Mr. Sweat: Or a dedicated trainer that is going to provide that particular trained person. Basically, there should be some type of required time, whether a day or two or specified hours, to make sure that they understand. I will honestly say that you can't learn this particular gate in one day. You won't get all of the concepts, but at the same time, you still have people who are coming in, such as early golfers. Things like that are going to transpire and everyone has to understand that either the Supervisor or trainer will spend time on the property.

Mr. Brown: You mentioned in your proposal about the Chesley Ground Report. Is that part of the agreement or extra?

Mr. Sweat: No, it is not an extra. Generally, whatever person you allocate to these particular reports, we can assign to go to court for you. We perform assessments and consultations, so if there was ever something that came up where you need to get a Chesley Ground Report completed, all I have to do is contact my boss in Atlanta and he will come down. It doesn't interrupt the flow of business, because we are providing the security. It doesn't interrupt the guards from doing their jobs or from me providing support to them. We will have an outside entity, but internally, I provide that support.

Mr. Brown: Okay, so you have an entire section on advanced technology?

Mr. Sweat: Yes.

Mr. Brown: What reports come with our agreement?

Mr. Sweat: It is a combination of the end of one report. From a reporting perspective, our office provides a daily log. Anyone that you want to receive these reports, will be sent to that individual. That way, you can have a recap for a particular day. The other portion is the visitor log. All of these reports will have the Chesley Brown name, date, time and everything else when it comes to the traffic that's coming through our gates.

Ms. Witcher: How long do you keep the information?

Mr. Sweat: It's all saved within our server. We actually hold it for statistical purposes, so if there are times that we have more traffic and if there are ways that we can improve the process, we go back to you and say, "*Maybe we need to do something different.*"

Mr. Mills: If an incident takes place in the community, how long does the guard have to respond and log it?

Mr. Sweat: The reports should be done in real time. There should be a process in which they are either contacting the Field Manager or GMS, to make sure that they understand what occurs in the community. If they make a call to us, that documentation goes back to that allocated individual who is going to receive that incident report.

Mr. Mills: So it's real time?

Mr. Sweat: Yes.

Mr. Brown: Do you perform a drug screen on your employees before they are employed?

Mr. Sweat: Yes. We also do random drug screens. We just did one two weeks ago. We have to be mindful that it's not a selected process, because that could backfire and it would almost appear that we are pinpointing individuals. If there's ever suspicion, that option is available.

Mr. Darby: In your pricing, is the cost per hour for holidays, one and a half times the base rate?

Mr. Sweat: Yes.

Mr. Darby: Then it's wrong in your proposal. You had \$23.68. One and a half times of \$17.94 is \$26.91. We would like for that to be corrected.

Mr. Wilkerson: What is your annual turnover for employees?

Mr. Sweat: Right about 65%.

Mr. Wilkerson: What was it this year?

Mr. Sweat: This year it was 99% or even over 100%.

Mr. Mills: That's tremendous.

Mr. Wilkerson: Why are you lower than the national average?

Mr. Sweat: Because of our treatment of our employees. The trend of the industry itself is that we are no longer competitive amongst each other. The competitors are coming from the outside. Everyone on the outside was talking about raising the rate. Wal-Mart is our competitor. Taco Bell is our competitor. The other security company is no longer our competitor, because there's a cost to being a security officer now. You have to pay a licensing cost. As a company, we pay that cost for our employees, so we don't have to worry about that. We also try to achieve

a higher rate for them, so they are not looking to change companies. Just for a nickel, they will change companies.

Mr. Wilkerson: Do you allow the use of tobacco products?

Mr. Sweat: No. They should not be smoking in that building.

Mr. Wilkerson: We wrote a letter to SCCU, complaining about smokers at the front gate. The President of the company wrote me back and said, "*You are absolutely right*," and then took them off of the street. Are your guards as dressed as you are?

Mr. Sweat: I have an expectation. I hope that when we issue uniforms, the first thing that they do is try it on. We also have self-checks. The Supervisor should be making sure that each guard is dressed appropriately.

Mr. Wilkerson: Absolutely. Our best asset is when our visitors see our guard. Thank you.

A Resident: This proposal of stopping people on foot, even on bicycles and asking them about why they are coming into Baytree, is overkill. Secondly, its offensive. My wife and her friend go out walking in the morning. They go out the back gate and come in through the front gate. I don't want the guard to ask them who they are and what their business is. Even if they are not a resident, what are they going to do, walk in here, break into a house and steal the television? This is overkill. Let's let the guards do their job of controlling traffic and not stopping bicyclists and pedestrians from coming into this neighborhood. Its offensive.

Mr. Mills: That's a good point; however, I can tell you that I've had about five or six people tell me, "*Why don't we stop people from walking in here?*" I understand where you are coming from, but there are always two sides. The other side of the coin is, when we have some issues, it's usually at night and usually people walking in through the front or back gate.

The Resident: If they come in from the back gate, who is going to stop them?

Mr. Mills: Nobody.

Mr. Showe: Are there any other questions from the Board? Hearing none,

Ms. Witcher: Thank you for your presentation.

Mr. Showe: We have Valerie Scott with DSI.

Ms. Scott: Good afternoon. Thanks for having me. I'm Valerie Scott, Regional Sales Manager for DSI. We are headquartered out of Alabama, but have four Florida offices; Tampa, Miami, Jacksonville and in the Panhandle. I worked with GMS in the past and we recently

resumed communication with Jason. I'm very pleased to be here and I'm happy to answer any questions. I also brought our technology partner, Tray Sivell, of Continental Field Systems with me to address specific questions that you might have with the Visitor Management System.

Mr. Bosseler: To make it easy, you probably heard some of the questions. Perhaps you can respond to some of them.

Ms. Scott: Sure. Obviously, we are all in the same industry, so much of what Mark said would and should be applicable to each and every security provider. Mark and I used to work at the same company. I noticed a couple of things. Some of the questions were about training. I think that training is dependent upon the community itself. There is certainly pre-site training that is going to include incident reporting and the proper way to do that, such as documenting for potential litigation purposes, etc. In my company, no one is going to remain unsupervised. They are going to have to be released to duty. There's some testing involved in that. There are probably a couple of full days with the Site Supervisor. Our proposal also proposes a Working Site Supervisor in the daytime shift. As Mark said, that gives that person an opportunity to see the morning, nighttime shift as its coming on and provide conversation and training as needed with the third-shift person, as they are transitioning. You were talking about the guard maintaining traffic flow. When we talk about the Visitor Management System, there are a lot of bells and whistles and a lot of different modules that can be added to this. When it comes to the potential for a bicycle rider or a pedestrian, we can go completely mobile, where we walk over with a tablet in hand and try to speed up the access process, if in fact that's something that you as a community decide that you want to do, including anyone coming in on foot or on bicycle. We also have the ability to send QR codes and you can pre-register your visitors, either as a resident or call and talk with security. Say that you have a dog walker that comes every day or a couple of times a day or a housekeeper that comes once a week, those can be scheduled as permanent and recurring visitors. Then they don't have to go through the entire screening process. For example, say your housekeeper is always going to come on a Wednesday between Noon and 5:00 p.m. We can have them pre-registered, so when they come in, we scan their driver's license with a mobile scanner, which will tell us that, that person is allowed between 8:00 a.m. and 5:00 p.m. on Wednesday and to let them go through. One year's prior security experience would be required with DSI as well. We have three client sites within 30 miles, which are Melbourne, Rockledge and Vero Beach. We would be doing cross training. Selection is very keen, because

as Mark said, I might have someone in an industrial environment that would not be suited for the customer service concierge approach that you would want at the front gate. You want someone to be able to de-escalate a situation, especially if you are implementing new procedures. I think the Visitor Management System or at least the use of it, is going to be new. It's going to take residents some time to get on board with it. They are going to potentially be a little aggravated by the delay, but it's probably going to be quicker, because in my day, a guard came out and wrote down my license and took my name and everything was being handwritten. That is probably going to take much longer than its going to take with the Visitor Management System. We want to be able to say "*I understand*" and we are trying to help you do that. It takes the right personnel, so we create job profiling. We would identify the characteristics that we think are needed to be successful here, in the role of that front gate position. Everybody goes through at least three levels of an interview process, as well as testing. They are going to be shown the site to get a good or bad picture of what their job entails. We are not always going to be 100% perfect in our personnel selection. When you talk about turnover, Mark was being kind. In the industry, the turnover is probably closer to 300%. Our client retention rate is 97%, which we are proud of and I think that our turnover rate, is also within the mid 60s percentile. Our CEO preaches every Monday morning that we are an equal opportunity employer and we need to treat our people fairly. I firmly believe that if you are being treated fairly, you are going to do more than is expected of you. I think that's true of me. I've been in this business for 18 years and I heard some operation folks out there on the phones to their subordinates and officers and I've been called. It creates turnover. It's not productive for your Management Company, for you as a Board, for us as a company or for the residents to be treated that way and watch the turnover. You want people to recognize the folks as they come in. That also speeds things up. I think its identifying the right person, treating them fairly, paying them an equitable wage, giving them an above industry standard benefit package, being their open door, listening to them, addressing their needs and supporting them, not putting them out there to perform and learn with no help. We are not expecting them to know the job without being trained for the job.

Mr. Mills: Define your benefit package for your employees.

Ms. Scott: We have major medical and a supplemental medical plan, a retirement plan, vision, 401K, vacation, dental and disability for all employees.

Mr. Mills: I have questions for both of you. If I approach the gate and you ask for my driver's license and I refuse to give it to you, how do you handle that?

Ms. Scott: We are going to handle it according to the Post Orders and the expectations of the community, but that brings up a good point, when it comes to training. Part of what we do is to run scenarios with our candidates. We will ask them the same question. Before they know our expectations and our rules and philosophies within our company, we will ask them to give us an initial understanding of the type of person that we are talking to. If they are going to say, "*I am going to tell them that they can't come in,*" then we don't want them. It depends on their answer and whether they can be schooled and taught the right approach.

Mr. Mills: Okay. Mark?

Mr. Sweat: If its established in the community that you must present identification to enter, then right there we have our answer. There's no entry without identification. If that's not established, then we need to ask for some other form of identification, whether that is the presentation of business cards or something else, to allow them to verify who they actually are. If we establish here that they must present an identification, then there's no entry.

Ms. Scott: Again, that's part of that de-escalation in teaching people how to say that they understand the dilemma and try to do their job. In your CDD, you have a soft gate, which is a different subject altogether. Everyone would have to be trained and we would have to clearly define the level of entry or denial of entry.

Mr. Mills: How much more per hour do you pay a daytime guard versus nighttime guard?

Ms. Scott: We don't. We have no shift differential.

Mr. Mills: What about you, Mark?

Mr. Sweat: We don't have a differential, but the Supervisor who is working during the night would receive more.

Mr. Mills: Okay.

Mr. Breitner: Art Breitner, 8042 Kingswood Way. I'm listening to this and it's my understanding that the entrance to Baytree is a public road.

Mr. Showe: Correct.

Mr. Breitner: So a person coming in, can refuse to provide any identification or anything else, and we have no right to stop them and must let them in.

Mr. Showe: Correct.

Mr. Breitner: I don't know whether that happens very often, but obviously the people that are in these positions can't give explicit information on how to handle it.

Mr. Showe: That is addressed in the contract as far as the scope of services. It clearly identifies that we have what is called a "*soft gate*" and all guards are active in accordance with that.

Mr. Breitner: That depends on where we position the camera.

Mr. Showe: You can get a video of the car, but you still have to let them in.

Mr. Mills: At the same time we can make it difficult by the questions that we ask. Their job is going to be to train their officers on how to handle this particular individual to make it difficult for them to want to continue pursuing whether they want to come in here or not.

Mr. Pawelczyk: We are not trying to prevent someone from coming in. You are trying to gather information. If someone comes through and does not want to provide any information or refuses to provide their information, as a guard, I should be writing down, the model and make of the car, what time they come in, as well as their hair color, license plate, whatever distinguishing features they have, such as a goofy goatee, just to gain information, so in the event that something does happen, we can use that information. Jason and I go through hundreds of these communities. It is all about how the guard handles it. More importantly, if they can gain enough information, if I'm there for ill intent, they have all of my information, so there's no way that I'm going to get out of here after robbing a house.

Ms. Witcher: We are going to have a picture of them in the video.

Mr. Pawelczyk: If it's on video, you have a picture.

Ms. Scott: Our uniform here would be military style. We have a code for appearance. Our Field Supervisors and our Site Supervisor have the task of making sure that those standards are upheld on a regular basis. Our officer at the front gate is the first thing that your visitors and guests are going to see and our reputation is on the line. We want to be your investment.

Mr. Mills: They still need to be de-escalating disagreements at the front gate. Can you tell us about a recent incident where your guard de-escalated an incident fully on his training?

Ms. Scott: I can tell you that the most recent incident that comes to my mind was not in a gated community environment; however, there was a situation where we were in a lobby and we had a camera that was positioned at the security desk. We were trying our best to allow someone

who did not want to provide their identification, to get on the elevator and go where they wanted to go. The guard said *"Please understand that I am trying to do my job. Please just show me the identification that I need."* They were adamant that they weren't going to do that and we alluded to the fact that everything was on camera and would be provided to the Management Team. It was very professional. The person was frustrated when asked to present their identification because they had to go to their car to get it. The key is staying professional and apologizing for the inconvenience.

Mr. Darby: Can a resident call into your Vantage Time and Attendance System from anywhere?

Ms. Scott: No. It would have to be a dedicated phone line. In this case it would be a dedicated line associated to the gatehouse.

Mr. Darby: You also indicated in your proposal that you were going to use four full-time and two part-time individuals. How are they going to be deployed?

Ms. Scott: I want to apologize. We are having our Managers meeting in Alabama today, so my operations team is not here. They do the scheduling, so I am going to speak to that as best as I can. I should've asked them to put a mock schedule together. Our ideal situation would be to have four 40 hour individuals assigned, for a total of 160 hours. Actually, we are going to have three individuals assigned to cover 120 hours, and then we are going to make up the 48 weekend hours with probably two 12 hour employees.

Mr. Darby: So you are going to have three full-time and two part-time employees. Is that correct?

Ms. Scott: Yes. That's probably more accurate.

Mr. Darby: How does that effect the proposed cost? If you proposed four employees and provided three, it should reduce our costs.

Ms. Scott: No, because it still part of the same number of hours. We are still covering 168 hours and absorbing the same equipment in those hourly rates.

Mr. Darby: One final question. You referenced a Track Tik system for \$125 per month in your proposal. What is it?

Ms. Scott: Right now, there aren't any roving patrol duties in the community. It's a 24/7 gatehouse, unless field supervision is here or during shift change, when the community can be patrolled. A lot of communities like yours will have an eight-hour shift, 56-hour roving patrol

program. There are specific places that the community wants the security officer to be checking. Those could include locking doors and checking thermostats in different locations. This is a system where we have bar codes and take this equipment with us. It's a phone that scans, like the Visitor Management System. It can give you a graph and all kinds of beautiful reports for tracking purposes and history. It's just one more tool to verify that the security officers are doing what they are supposed to be doing, when they are supposed to be doing it.

Mr. Darby: Okay. Thank you.

Mr. Brown: Can you explain the Visitor Management System?

Mr. Sivell: Sure. Approximately 75 communities so far use our Visitor Management System. The Visitor Management System allows residents to log into the system, via a web browser and mobile app. It also allows residents, if they don't want to use the web browser, to text the visitor by the first and last name and the system verifies that text and links it to the account. Our officers at the gate have access to that same system. They see all of the visitors that your residents input and all of the visitors that the Property Manager inputs or anyone else who has administrative access to the system. If a visitor comes off of the street and isn't on the visitor list, the officer will add that visitor to the system. The officer has contact information for all of the residents onsite, based on the Post Orders. A lot of Post Orders will say if a visitor is not on the list, the officer needs to call the resident to verify the identity of that visitor. It has an integrated voice system on the side of it, so the officer can call that resident. The resident identifies the identity of that visitor and says "*Yes they can come*" or "*No, they can't come.*" However, that is handled in the Post Orders, our system will allow for that. Then the visitor is admitted into the community. Once we admit a visitor into the community, all residents have the ability to get text or email alerts. That will essentially tell the resident that John Smith just passed through the front gate, to let you know that John Smith is probably two or three minutes away. We have reports on all of that data in the system. All of those reports can be emailed to Property Management and the Board Members or whoever needs to see those reports.

Ms. Scott: You were asking Mark earlier about daily activity and incident reports. There is an integrated tool within the Visitor Management System that we can use to provide you with real time information on incidents. A daily activity can be emailed, but we can also integrate it directly with this system and use the tools there.

Mr. Brown: What process do we have with you or our competitor, if we have a guard that we have a lot of complaints about and we want them removed?

Ms. Scott: You tell us.

Mr. Brown: What if we have a guard who everybody seems to like, does the job appropriately and all of a sudden, we find out that you transferred that guard to some other location?

Ms. Scott: We are going to speak with you before we remove people. We don't want to hold anyone back from an opportunity that would be an advancement for them, but we will speak with our client and let you know when we found a reason to terminate someone on our own, not simply because you said "*Joe is not doing a good job and we are getting a lot of complaints.*" We are going to let you know that. In communities, oftentimes we will take over existing security officers that transition from one company to another. I don't know the circumstance in this community. That's often what we run into in any community where people are used to Joe or Susy and they hesitate to make a change because they don't want them. By the flip side, we have a process in place for any valued incumbents. If there are valued incumbents, we offer each incumbent an opportunity to apply with us. There are a couple of reasons for that. When a security officer learns that the company is changing, they might start looking and you might find yourselves without coverage with their existing provider. One of the things that we do is to let them know that we are interested in talking with them about employment with us. We have a formal process for doing that. Maybe we know that there's only one person that the community would raise their hand for and say that they want to retain. We are not going to pick and choose that way. We are not going to give one person an invitation to apply with us. We are giving it to everyone and they will have no idea why they were or were not offered the job.

Mr. Showe: Are there any other questions from the Board?

Mr. Darby: We are good.

Mr. Bosseler: Did Mark want to add anything?

Mr. Sweat: No sir, unless any other questions come up.

Ms. Witcher: I think every homeowner in here, once we do get a new system, should fill out a form of who their vendors are.

Mr. Showe: That was one thing that I was going to mention. As part of the entire process, I think it would benefit the community if we start fresh, instead of trying to take the

system that is not working well. I could work with Wayne on getting something out to the residents. If the new systems have web access, it should be a lot easier for folks to log right in. We can also work with the Isles of Baytree.

Ms. Scott: We offer training on that and the system has a tutorial.

Mr. Sivell: We will do resident training on our system and teach them how to do the web access, mobile app and text features.

Ms. Witcher: Does your company have a system like this that you can log into?

Mr. Sweat: Yes. It's very similar.

Mr. Showe: If the Board is amenable, you can take a few minutes and fill out your scoring sheet.

Ms. Wagner: Joanne Wagner, Isles of Baytree. I will be giving my residents forms and I will get an updated list from the residents. Right now, nobody is getting called.

Ms. Scott: We can provide resident training and when you get your login credentials, we can have them take a tutorial. We will provide demo training for residents as well as administrators.

Mr. Showe: At this point, we are going to let the Board do their rankings. If the vendors would not mind, please step outside. We can't make you because it's a public meeting, but that will give the Board some time to discuss it. If the Board completed their scoring sheets, they can pass those down and I will tally them up.

Ms. Wagner: Did the Board have time to see these proposals?

Ms. Witcher: We received them.

Mr. Mills: We received them last Wednesday.

Mr. Showe: The current company provided a bid, but were not here today, even though they were invited. As part of the bid, they were supposed to be here.

Mr. Darby: That speaks volumes.

Mr. Bosseler: My only concern about the second company is that they had two pages of references, but none of the references were for Brevard County or Viera.

Mr. Pawelczyk: You are referring to DSI.

Mr. Bosseler: Correct.

Mr. Brown: I did call one reference in Miami and spoke to Mr. Delgado who spoke highly of the company. They had them as their security contractor for 10 years and could not

speak more highly of DSI. I didn't call anyone about Chesley Brown, because their references were all in Alabama. DSI was slightly less expensive. Chesley Brown was the highest.

Ms. Witcher: But there was not much difference.

Ms. Wagner: Were there similar products?

Mr. Mills: They are both compatible. One thing that I liked about Chesley Brown, was that their employee benefits seem to be much better than DSI's. I worked with Mark when I first joined this Board. He was with the first group that we had. Whenever we gave him a complaint, he was on it immediately. That to me speaks volumes. Jason and Alan both can tell you, when we had a guard that was not doing what he was supposed to do, before he left Mark said, "*You will do this or you will not have a job.*"

Mr. Showe: I have the rankings. Based on the rankings, three Board Members selected DSI as number one and two Board Members selected them as number two. Two Board Members selected Chesley Brown number one and four Board Members selected Universal as number three. Based on that, DSI would be ranked number one, Chesley Brown number two and Universal number three. You can still discuss and make changes to that ranking as a Board, based on what you heard today, or you can accept the ranking and allow us to negotiate with the number one company. If that doesn't work, then we move to number two.

Ms. Wagner: You worked with different communities. Do you have a preference?

Mr. Showe: In this case the only one that I had direct experience with was Universal who is your current provider. DSI works at Lake Ashton II, which is also a CDD, so they have some familiarity of CDDs. We don't work with them directly. We worked with one in the past, but not under this company. We don't have direct experience with anyone in this bidding process, other than Universal. I think you have an idea of how that quality is.

Ms. Witcher: Does anyone want to try to persuade anybody to change their mind?

Mr. Showe: As far as the cumulative rankings, DSI would be number one, Chesley Brown number two and Universal number three. I can tell you that as part of the budget, when we received the bids, I used the price provided by DSI, because they were the lowest bidder. That's the price that is in your budget now, so if you went with Chesley Brown, we obviously would have to re-work the budget to include the higher rate.

Ms. Witcher: How much higher?

Mr. Showe: There is a \$12,000 difference.

Mr. Darby: Actually Brown will probably be more.

Mr. Showe: I based it on the regular hourly rate, but it is probably \$12,000 to \$15,000 more.

Mr. Darby: It's probably closer to \$20,000, because DSI came in at \$140,000 and Chesley Brown came in at \$156,000, which was rounded off to \$160,000.

Ms. Witcher: I understood that we were going to get the same quality that we have right now. Valerie didn't make me feel confident that she was going to have a higher quality of person in here working for the same way that he did. He made me feel like, "*Ok. This guy knows what he's doing.*"

Mr. Darby: For both of these companies, the wages that they pay their employees are about the same. I think that's an important point.

Mr. Showe: What you find is that it's pretty much the same across the board, depending on the industry standards. DSI was \$16.07.

Mr. Darby: Chesley Brown was \$17.94 and Universal was \$16.37.

Mr. Brown: Chesley Brown is going to provide a better quality person.

Mr. Darby: I think you are right.

Ms. Wagner: Jerry, you said that the hourly amount should be \$20,000.

Mr. Darby: No. I said that the difference between DSI and Chesley Brown was \$20,000 per year, based on the calculation.

Mr. Bosseler: I read the proposals. Are the services that they are proposing essentially the same?

Mr. Showe: Yes. All three companies received the exact same bid package and the same instructions, which included a draft contract and draft Scope of Services. It was up to them to price that proposal in accordance with our scope.

Ms. Witcher: Was the technical portion the same?

Mr. Mills: Yes.

Ms. Witcher: One was not better than the other?

Mr. Darby: I didn't see anything that distinguished one company from another, but for \$20,000 and a budget that we are going to push for another assessment, I wouldn't want to absorb that \$20,000 for no clear benefit.

Mr. Showe: For the Board's benefit, all of these contracts have a termination clause, just like the one you have now. Even if you choose one and it's not your number one ranked firm, and in six months you feel that they are terrible, you already know what the competitor's price is and it is likely that they will hold it. We have a number two ranked firm that we can go to immediately without going through this process again.

Mr. Brown: I got the sense in going through Chesley Brown's proposal, that they had a lot of bells and whistles, but everything seemed to be excluded, as opposed to being included in the contract, whereas DSI told us exactly what was in the contract. The basis of their contract was their Visitor Management System. I called the guy who was responsible for the Visitor Management System, yesterday, which they told me that I could do, and I was very impressed with what I heard. I was even more impressed with the way that this gentleman described the management system that they have. The key is that he didn't even blink when he said, "*If a visitor comes in and they say that they are going to Rick Brown's house and it's not on the list, they would call Rick Brown. If Rick Brown says 'No,' then they don't get in.*" I think that's a big issue today, especially with some of the residents who live in Baytree. I thought that was excellent. The other thing that I picked up on, is they described how they recruit security guards. The number one thing was that company didn't say that. They didn't even have veterans in their list of vehicles that they go after. I'm a veteran, so that stuck out at me.

Mr. Wilkerson: I was impressed that she brought the IT officer with her. That was very impressive and shows that they have one.

Mr. Brown: The Supervisor from DSI was ex-military police with 10 years' experience, according to the resume that they provided.

Mr. Showe: Just in looking at the scoring sheet again, if you take the Board Members that did the full ranking, DSI has the highest score.

Mr. Darby: Do you need a motion?

Mr. Showe: We can take one.

Mr. Mills: Jerry, what are you comfortable with?

Mr. Darby: I like DSI. I thought that they had a very good Visitor Management System. That is going to expedite the processing of visitors and vendors through our gate. To Jason's point, it sounds well and good when they are making presentations, but the devil is in the details when they get into that guard shack.

Mr. Showe: Everything looks good on paper.

Mr. Darby: I didn't see that Chesley distinguished themselves so well that we want to pay a \$20,000 premium, particularly when we are fighting budget increases. That made sense to me.

Mr. Mills: I move that we hire DSI.

Mr. Showe: The proper motion would be to rank DSI as the number one ranked vendor, and allow staff to negotiate that contract, which would start on July 1. If there are any issues, is the Board okay with moving on to the number two ranked firm, which is Chesley Brown?

Mr. Mills: What are you negotiating?

Mr. Showe: They would have to agree to the terms that are in their proposal.

Mr. Darby: There has to be a contract.

Mr. Showe: We will bring a contract back to the Board on June 6, in an executable form. We included a form of an agreement in the proposal.

Mr. Pawelczyk: Let's make sure that if smoking is an issue, and it's not in the RFP, let's make sure that there is no smoking. We will add into the contract "*No smoking while in uniform or on the property or in the vicinity.*"

Mr. Mills: No smoking or drinking of alcoholic beverages.

Mr. Pawelczyk: I think that's already in there, but we will double check. If there's anything else that you can think of that is not in in RFQ, we will bring it back.

On MOTION by Mr. Mills, seconded by Mr. Darby, with all in favor, DSI Security Services was ranked number one to provide District security services, and staff was authorized to negotiate a contract.

A Resident: Is a drive through part of their proposal?

Mr. Showe: At this stage, they haven't taken any action on that yet, but it sounds like you have that option.

B. Consideration of Resolution 2018-04 Approving the Proposed Fiscal Year 2018 Budget and Setting a Public Hearing

Mr. Showe: This is the start of our budget process. The Resolution starts with approving the Proposed Budget, which is attached as Exhibit A. It does not have to be in final form and doesn't mean that we can't make changes to it. We likely will make changes, between now and

your June meeting. It also sets a Public Hearing for August 1, 2018 at 1:30 p.m., and directs us as a Management Company, to transit it to Brevard County 60 days prior to your final hearing, which is required by Florida Statutes. The budget is in the same form that you discussed at the last meeting. We made changes based on your recommendations. The Administrative Budget on Page 1, is almost identical to the prior year.

Mr. Brown: Jason, this is the first time that I looked at this. I know that some of the line items look the same, but what gets me is that we go from one year to the next and errors are going to happen all the time; however, there are about 10 line items that have 25% to 30% differences from last year to this year. It would make it so much easier for somebody who is not living with these numbers on a day-to-day basis, if there was a footnote on the bottom explaining what the differences are. "*Maintenance Assessments*" increase from \$695,000 to \$852,000.

Mr. Showe: Correct.

Mr. Brown: That is a significant increase.

Mr. Showe: It's detailed on Page 15. The assessment increase is currently proposed at \$347. If I can walk through the budget with the Board, I think it will answer some of your questions.

Mr. Brown: This is just a suggestion, but it would make things so much easier with a footnote on the bottom of the page.

Mr. Showe: We tried to include all of the backup. Pages 3 through 9 shows you every account line that is in the General Fund and what comprises it.

Mr. Brown: To see what's in it, doesn't explain why it changed from last year.

Mr. Showe: We would have to take direction from the Board. This is the standard form that we typically do.

Mr. Bosseler: Why don't you go through your process.

Mr. Showe: The Admin side is typically the same. The biggest flexibility that you have in your Admin account line, is for District Engineer and District Counsel costs. We project those, but it's important to note that you are only charged for what's actually spent on those items. We like to budget for those, so we have those services available when needed, and you are not stressing on other funds.

Mr. Darby: Jason, with regards to Engineering, you are projecting \$18,400 to \$18,500, but yet we are budgeting \$25,000 for next year. Is that something you are anticipating over and above or would we have an opportunity to decrease it to \$20,000?

Mr. Showe: You can bring it down, if that's the Board's direction, but the challenge you have with that, is if you decrease the \$25,000 down to \$20,000 and you allocate that \$5,000 somewhere else and a major project occurs next year, you are going to have to dig through the rest of your budget to try to find that \$5,000, because you are going to want their services.

Mr. Darby: No, I understand.

Mr. Brown: Why did it increase from \$18,000 to \$25,000?

Mr. Showe: \$18,000 is a current projection. We are projecting six months of expenses. We try to be incredibly conservative on our projections, so we don't short change the Board with their carry forward. We have the lake bank and paving projects.

Mr. Mills: The lake bank project is the main one.

Ms. Witcher: Most of them increased in price.

Mr. Showe: We could adjust that line item and we may, between now and your final budget. At this stage, it's important to also know, that we are projecting this budget with only six months of actuals in the bank. We try to be conservative at this stage. We don't want to shortchange you and allocate those funds somewhere else, if we don't need to. On your operations and maintenance (O&M), the major changes were increasing the security line item to accommodate the new vendor. We still have security speed control. I will note that it is up to the level of the Board. That is where we bring the Sheriff in to do speed enforcement. I looked at a year's worth of reporting, and I think they wrote eight tickets in the last year. That's a decision to be made by the Board, as far as how much you want them to be there. We kept that amount at two times per week.

Mr. Mills: He only wrote eight tickets?

Mr. Showe: Yes.

Ms. Witcher: Even though we talked to them and asked them to issue tickets, they are just giving warnings.

Ms. Wagner: I see them stopping people.

Mr. Mills: We need to tell them to fine them.

Mr. Pawelczyk: We told them.

Mr. Showe: We can't compel the Sheriff to come out and write tickets, but we asked numerous times. If he picks up your overtime, you are going to have tickets written. If he doesn't, you are going to have warnings. You don't have to make that decision now, but that is one source that you may want to look at. Even if you reduce it slightly, it may help offset some of that increase in security.

Ms. Witcher: I would like to talk to the Sheriff.

Mr. Showe: You can't talk to the Sheriff. There is a coordinator at the office that posts the hours. Whoever is available can pick it up. You can't directly talk to the folks that perform the service.

Mr. Brown: Can't we tell them what our expectations are?

Mr. Showe: We made that very clear multiple times. I will do it again for the rest of the year and maybe we will keep an eye on the next couple of reports and see what happens.

Mr. Mills: I spoke to Sheriff Ivey about it when I was in charge of security. He said what we don't want to do is to show a black eye to the Sheriff. We are basically saying to them "*You need to slow down, we are going to warn you, but the next time we will issue you a ticket.*" One woman received a ticket for \$117.

Mr. Brown: I can tell you that Old Tramway Drive is still a speedway.

Mr. Mills: It is. There's no question. The Sheriff spends most of their time on Baytree Drive.

Mr. Showe: That's just one line item that may help you with the offset of the increase in costs. We can do whatever level you would like for him to do. We are going to bring back another budget for you in June. That's the meeting when you will need to make the final determination on what level of assessments you want to use, because we will need to send out mailed notices for August. You don't have to make any final decisions today, but this gives you an idea of what the budget looks like after your changes. The only other item that I will point out on the maintenance side, is "*Sidewalk/Curb Cleaning.*" We kept that at \$11,000. That was on account of our agreement that we talked about before, with having us do one light cleaning a year and one full pressure washing.

Mr. Mills: The sidewalks look much better.

Mr. Showe: The major increase is under Reserves. We continue to increase your Paving Program by 8% a year. It is now up to \$94,000 or slightly over \$180. I think that caps out at

\$100,000, if I read the report correctly. At some point in the future, the increases on that will cap out. We added \$110,000 to your Capital Project Reserves, and allocated \$100 per home to the Community Beautification Fund. Because of the hurricanes and using some of those old carry forward money, we allocated \$24,000 to replenish your first quarter operating. That sounds like good financial practice. We want to make sure that you have enough funding, so you are not short those first three months.

Ms. Witcher: Hurricane season is coming again.

Mr. Showe: Having two in the last fiscal year, hurt that more than typical. Pages 3 through 9 detail all of those account lines. We try to include as much detail in all of those. You can see exactly where we get those numbers from. Page 10 details your operating reserves. Page 11 is your Capital Project Fund. In talking with the District Engineer, instead of what you had previously, we decided to have a flat \$30,000 per year for lake bank restorations. We think that will still get us through the program in an appropriate amount of time, without absorbing all of those costs in just a couple of years. We still included sidewalk and gutter repairs. For drainage maintenance, we always allocate \$10,000, because if we have a drainage issue, we want to make sure that we repair it. We don't do any of that work unless it's absolutely necessary, so those funds may be in there, going forward. We want to allocate those in case we have some issues. The same with the curb, tree trimming and replacements. The tennis court resurfacing, along the fence and benches is \$16,200. The Board wanted to add \$7,500 for pool furniture. We added \$3,000 for next year for the new LED gate arms, which would be at the back gate.

Mr. Mills: Don't we have enough money in this year's budget to do the back gate?

Mr. Showe: We could move it from one fiscal year to another, if the Board were to choose to do that.

Ms. Witcher: Is the money still in the budget?

Mr. Mills: Yes.

Mr. Showe: We can pay for it out of your capital projects. There should be funding at the end of the year.

Mr. Mills: Let's go ahead and install the LED gate arms and take it out of capital projects.

On MOTION by Mr. Darby, seconded by Mr. Mills, with all in favor, installing LED gate arms at the back gate, removing the \$3,000 budgeted for this item and paying out of the Capital Projects Fund, was approved.

Mr. Showe: I will move the funds from next year to this year.

Ms. Witcher: Did they break more arms in the back or the front?

Mr. Showe: It's probably about even.

Mr. Mills: The back gate is the worst. If the LED lights are shining into windows, please tell residents to pull their blinds down, because we received a letter stating that residents were glad that the LED gate arms were not at the back gate, because they didn't want them shining into their windows.

Mr. Bosseler: The gate on the right, goes up very slowly.

Mr. Scheerer: At the back gate or front gate?

Mr. Bosseler: The back gate.

Mr. Scheerer: The vendor was out here today. There is a different mechanism inside of that gate, as opposed to the inside gate. The contractor made a small adjustment, but that was all he was able to do. Take your time going over the speed hump.

Mr. Brown: How much would it cost residents if they knocked down an LED gate arm?

Mr. Showe: If its knocked down and we can catch them, the cost is \$150. I believe that's what the agreement says. If we have to buy a new one, it's the cost of the arm plus 10%.

Mr. Brown: For the LED gate arms?

Mr. Scheerer: For any gate arm.

Mr. Showe: We haven't had to replace one yet.

Mr. Scheerer: We don't know the cost for the LED gate arm, but the regular gate arm cost around \$350.

Mr. Mills: It is probably closer to \$900.

Mr. Scheerer: If they damage the operator, there's an additional cost.

Mr. Brown: Do they get charged for labor and travel?

Mr. Scheerer: Yes. We will work those numbers up. We haven't had any issues as of yet.

Ms. Witcher: It would be nice to have them for the next meeting.

Mr. Brown: Jason, you may want to put a sign on the back gate saying, "*Let The Gate Close Before Proceeding.*"

Ms. Witcher: They are not going to do that. They've never done that.

Mr. Scheerer: If we put a sign up that says, "*Residents Only,*" guess what happens?

Mr. Mills: I can't tell you how many people tailgate.

Mr. Showe: In your Capital Projects Fund, we budgeted \$4,000 for a new camera system at the rear gate. We have been happy with how our front gate camera system has been working so far. When the one at the rear gates starts to go, at some point next year, it's probably going to age itself out and we would like to put the new system in.

Ms. Witcher: Is that going to be compatible with the new security company?

Mr. Showe: It's a separate system.

Ms. Witcher: So they don't have their own cameras and would have to use ours?

Mr. Showe: They don't use cameras. They are separate from the cameras. We try not to have the guards play with the toys. We included \$20,000 for the pavilion parking.

Mr. Darby: This is a shared cost with the BCA.

Mr. Showe: Correct. On Page 12, we have a three-year program of additional capital projects. Based on this program, the \$110,000 you would be putting into capital, should cover you for the next three years, so you shouldn't have to look at another increase going forward.

Mr. Mills: We spread the lake bank out over a period of 10 years. Correct?

Ms. Samitas: I took it out to 2025, to stay under that \$30,000 limit.

Mr. Showe: Then we have our Pavement Management Fund. I will note that we included their original estimate for the 2018 funds, which was \$62,000. We will get those costs, as we get closer to doing that work, but it does factor into that expense. Page 14 is your Community Beautification Fund. Page 15 details your assessment calculations, which is an increase of \$347.21 over the previous year.

Mr. Breitner: That is a 22.5% increase. I'm telling you guys right now that the people in this community are going to go nuts. They are going to go absolutely bonkers, because they don't like paying \$1,500, and now you are going to go up 22.5%. This is just a suggestion but do what you want. If I was sitting up there, I would go back and get it down to no more than 10%. You are going to have a problem with this community paying an additional 10%, but with an increase of 22.5%, they are going to go bananas. This is just my opinion.

Mr. Mills: I hear what you're saying. We have issues that are facing this community. I talked to residents. We have a family that's moving from here to Viera, the 55 and older community. Their fees will be \$680 a quarter, which is still less than what ours would be with a 22.5% increase. In addition, they pay \$135 a year, to the Duda Corporation for all of the beautification of all of Viera. I think we have a bargain. I really, truly do.

Mr. Breitner: You are not going to sell that to the people that have been paying \$1,500 a year for the last four years. I'm not trying to be an annoyance, I'm just trying to bring up what residents are complaining about.

Mr. Mills: I understand.

Mr. Breitner: The average person, doesn't come to these meetings. I see the same 10 people every time we have a meeting. They go through a gate that is manned by a guard. Every once in a while, the sidewalks get cleaned. It looks the same. It doesn't look any different from what they saw last year or a year-and-a-half ago, but with a 22.5% increase. I don't care if other communities are paying twice as much. The people that live in here only know what they are paying here and don't care about the other communities.

Mr. Mills: Art, we've got to raise the elevation of our community up. If we don't, our home values are going to go down.

Mr. Breitner: Are you saying that everything in this budget has been scrubbed to the nth degree and this is the best we are going to do?

Mr. Mills: I'm not saying that it's the best that we can do, but if we are going to be competitive with the rest of the communities in this neighborhood, we have got to spruce it up. We don't have a choice. We have old infrastructure. It's just like when Wayne was talking about the pump for the golf course. I'm sure that they didn't have it budgeted, and we don't want to do is come to you as a homeowner and say, "*Sorry, this year your assessment is going to be \$600 whether you like it or not,*" because we've had this happen to us. We haven't raised assessments for five years. The last increase was \$100.

Mr. Brown: Didn't our assessment go down after the bonds were paid off?

Mr. Mills: Yes.

Mr. Showe: It is still less than what you were paying with the bonds.

Mr. Brown: It wasn't that long ago.

Mr. Breitner: I'm just saying that 22.5% to the person that lives here, is sticker shock.

Mr. Mills: I understand that. We all understand that. I was wondering last night, at home, what I was getting for \$1,885? I would rather live here than at Viera. Our homes are built better here than they are over there. A home in Viera is \$485,000 and it looks awful. Homes in this community are very well built, but we have to keep the standards up.

Mr. Breitner: I don't disagree.

Ms. Witcher: The homeowners also come in here make requests. We weigh it and decide to do it and they like it. They want the tennis courts to be resurfaced. They want the pool to be redone. They want new equipment. It costs money to do all of this.

Mr. Showe: The main purpose of the increase is for lake bank restoration, which we previously did at \$15,000. Now it is increased to \$30,000. You used to have your roadway project at \$60,000 and now we are up to almost \$95,000. That's been escalating for the last five years or so and you haven't increased assessments. We have been able to absorb that.

Mr. Breitner: It might be a good idea to have somebody put together a short synopsis of what the major drivers are.

Mr. Showe: We will do that.

Mr. Breitner: Not just something that you stick on a bulletin board someplace, but something that is communicated to every homeowner, so it's not sticker shock when they receive their bill.

Mr. Showe: As a requirement of the Florida Statutes, we are required to send mailed notices to every property owner regarding the increase.

Mr. Mills: And the reason why there was an increase.

Mr. Showe: You don't have a lot of flexibility in the language of the letter. There are statutory requirements, but we can direct them to the website where they can look at the budget.

Mr. Mills: That's not good enough.

Mr. Darby: We could include an addendum.

Ms. Witcher: We can put something in the newsletter.

Mr. Mills: We can have a cover letter.

Mr. Showe: We will also prepare a presentation.

Mr. Mills: I don't like it either. Believe me.

Mr. Breitner: I understand that, but if you had a meeting here, I think you need a bigger building.

Mr. Mills: You are right. There's no question.

Mr. Breitner: We are a lot better off as an organization, explaining it, rather than just dropping this on them.

Mr. Brown: How do you feel if we were sitting here and Space Coast Credit Union was building a beautiful building across Kingswood Way and we didn't have the money to spend \$30,000 for additional landscaping along Kingswood Way?

Ms. Witcher: Kingswood residents would volunteer.

Mr. Mills: It doesn't matter. It's still money that we had to spend.

Mr. Breitner: You have reserves and some of these reserves in some of these budgets are pretty large.

Mr. Mills: For example, we had a well last summer that crashed. We didn't budget for it. We have to use our reserves to dig a new well and put in a new pump.

Mr. Breitner: That's what they are for. I understand that's normal. The point I'm bringing up is that Joe Blow is going to see that there's a 22.5% increase. I know that I sound like a broken record, but residents will ask, "*What am I getting for this that I didn't get last year?*" They figure \$300 for 450 residents. They do the math.

Mr. Mills: I hear you.

Mr. Breitner: I'm just saying. I have a better understanding, because I come to the meetings, but Joe Blow won't know that.

Mr. Mills: I understand.

Mr. Breitner: The other 450 residents won't know anything about this.

Mr. Wilkerson: Speaking for the residents of Baytree, I think this will be eagerly accepted, but not by everyone. I can tell you that the BCA Board will be very much in favor of this and will appreciate it. Baytree is 20 years old and is getting turn over. We are out there busting our butts through our Social Committee and the Management Company to re-beautify this community. We are making it easier for residents. The infrastructure has to keep up with the residents. It has to and I don't know how you do it with the budget you have. If you told me that we have 464 homes in here that have these kinds of facilities, and you ask for \$1,895, I would laugh in your face. I don't know any other community that can even come close.

Mr. Mills: I agree.

Mr. Showe: We can bring it back to the Board. We expect to bring you back another budget in June for final approval, so we can get start the process on the mailed notices and everything that's required with the assessment increase.

Mr. Mills: I think that Art has a point. We need to include a cover letter with the documentation that is going out, and basically tell the homeowners why we have to do this.

Mr. Showe: We can work on something with the Board.

Mr. Wilkerson: I don't think you should throw it out there to those people that are going to be negative.

Mr. Showe: We are required to send them something anyway, explaining that there's an increase.

Mr. Pawelczyk: It's going to take some thought on how to do it.

Mr. Mills: I agree.

Mr. Darby: I just want to speak to Art's point. In the first submission of the budget, these capital projects were actually \$154,200. The District Engineer projected that we had to spend \$63,000 in 2019 and nearly \$100,000 in 2020 for lake bank repairs. We took that down to \$30,000. \$30,000 is inadequate for the lake bank repairs. We all recognize that, but in order to avoid some of the sticker shock, we took it down from there. We took the pool furniture from \$20,000 to \$7,500. We just eliminated the LEDs. It is going to be completed this year. In addition, we included another \$20,000 in for security services. All of these things add up. It's not that we are indifferent to the increase. We can take down this year's budget and eliminate half of the capital projects, but I don't think we want to do that.

Mr. Showe: Your General Fund is pretty tight, but I will modify that to allocate as much to capital projects.

Mr. Mills: One of my goals is to redo the entire front entrance and it is not going to be cheap. It's going to take a lot of money to make that look nice, but we have to do it. We have no choice.

Mr. Pawelczyk: I just want to point out that we have clients that are in similar situations to you, where your infrastructure is aging. The Board has to make a decision on whether or not to allocate money on an annual basis over the next 10 years to maintain the infrastructure? What you have done with the various reports that our Engineer prepared, is we kept the capital improvement, whether for paving, drainage or lake banks. Some Districts decide to add debt to

the property. You could say, *“Five years from now, we are going to need \$1 million,”* so we borrow that money. By doing that, you are adding debt to your property, which will increase your assessments more than it is now. Some Districts decide to do that, but I know that this District, in fairness to you, at least to the Board Members that have been here awhile and those who recently resigned, said *“No, we want to have that capital.”*

Mr. Mills: Pay as you go.

Mr. Pawelczyk: Yes, rather than borrow more money. We still have that Line of Credit that we could borrow from.

Mr. Showe: We could, but we try to use it for emergency only purposes.

Mr. Pawelczyk: Exactly, because you don't want to borrow if you don't have to. That's another thing that you can point out as you are approaching the budget with any increase.

Mr. Mills: The key is that we are operating with no debt.

Mr. Kane: Jack Kane, 322 Sandhurst Drive. As I see it right now, the budget is going to be refined and the required legal notification, will include the letter that states the age of the infrastructure, the new improvements and what problems we see coming down the road. I think that's where we are right now.

Mr. Showe: We can still take any comments from the Board on any changes that you would like to see in the budget. At your June meeting, we will bring you a final budget for your blessing. We will note that whatever we present you in June, is likely to be used for mailed notices, but that doesn't mean you still can't reduce the assessment at your public hearing. You can still do that, but the amount in your mailed notices is your ceiling.

Ms. Witcher: So we can't get more.

Mr. Showe: You can't get more after you do the mailed notice, but you can reduce it if you find some savings or you have some change of heart on any of those projects. If there are no other questions, we need a motion to approve the resolution.

On MOTION by Ms. Witcher, seconded by Mr. Mills, with all in favor, Resolution 2018-04 Approving the Proposed Budget for Fiscal Year 2019 and Setting a Public Hearing for August 1, 2018 at 1:30 p.m. at this location, was adopted.

C. Discussion of District Rules and Setting a Public Hearing

Mr. Showe: As part of the pavilion process, Jerry and District Counsel worked on the Pavilion Rules. Since we are looking at the Pavilion Rules, we decided to look at all of the other Recreation Facility Rules. We've made some small changes. If the Board wants to go through the rulemaking process, you have to authorize that today, if you want to do it at your June meeting, which would give us time to make the sufficient notifications. If you want time to review them further, we can do that as well. It's up to the Board's pleasure.

Ms. Witcher: Whoever handles the pools, can look at the Pool Rules, if they have any problems.

Mr. Brown: I didn't see anything in there regarding accompanied minors. Should there be a rule on minors?

Mr. Showe: I'm going to answer for Mike. You can put that in there as a rule, but there's no one to enforce them.

Mr. Pawelczyk: That's true.

Mr. Showe: As part of looking at these rules, we've had these facilities for a long time and enforcement is always a challenge. If you put too many rules into place, it generates more problems for you; especially, if you have no way to enforce those rules. There are Health Department Codes that are required, no matter what rules you have.

Mr. Wilkerson: We ran that by our Social Committee and Board and there are no suggested changes, other than typos.

Mr. Pawelczyk: To follow-up on what Jason said, you have a different community than a 2,500 unit community in Homestead. Your pool use is not even close to what happens in these other communities, for whatever reason. I think it's because you have single-family homes that are spread out. You have large lots and a lot of people that are transient and retired, so you don't need as many rules as these other communities. That doesn't mean that we shouldn't monitor it, whether through the BCA and the committees that they have, their Board Members and their Rec Person, just to keep them updated. When Jerry and I worked on the Pavilion Rules, we both said, "*Should we look at the other ones?*" We talked about the rental of the pavilion facility and whether that would extend to any other areas of the District. Not knowing the answer, we just raised the issue. Then we looked back and those rules haven't been changed since I have been here and since Jason has been here. We never changed the Pool and Tennis Court Rules, because they policed themselves. It's really up to you on how to proceed. I'm not speaking for

Jerry, but I think one of the things that he wants to do, is to get these Pavilion Rules going. You can always come back later if you think that we want to consider the Pool and Tennis Court Rules, if we need changes.

Mr. Darby: Mike, it would be good to do it all at once. Would it not?

Mr. Pawelczyk: It would save on advertising. We can adopt them at the August meeting.

Mr. Showe: My only challenge with the August meeting is if we are doing a mailed notice, there are going to be a lot of residents here.

Mr. Mills: The only comment that I have with the pool is with radios. Can we ask that people with radios wear headphones? The point that I'm trying to make is if I have my radio and someone near me has their radio on, you have a calamity of music all over the place. Instead of having radios, we can say, "You must have radios with headphones."

Mr. Bosseler: Mel, we don't have anyone to police it.

Mr. Mills: That's true.

Ms. Witcher: Do you want to police that?

Mr. Mills: No.

Mr. Pawelczyk: Nobody has a radio anymore.

Mr. Mills: Okay. I'm talking about an iPhone or iPad.

Mr. Pawelczyk: I know what you are saying. If you want to see a revision to that particular provision, we can update it. I think policing is a problem, but I think we can come up with some better language that we used in other Districts. We will just bring that back if we need to make changes.

Mr. Mills: Change "*radios*" to "*audio sources*."

Mr. Pawelczyk: If you are asking me, I think we should change Section 6 to have the same intent and make it better. It will be up to you to approve it or not. I'm not going to volunteer changes, but if we are going to make a change, we might as well change the entire sentence.

Mr. Darby: Have Mike or Jason explain the concept of the annual fee user that is in the Pool Regulations and the Pavilion Rules and why we have to include that.?

Mr. Showe: The only way to restrict access to a public facility is to allow a way for all members of the public to have access to that facility. So, the annual fee user is the way that you do that in a CDD. Essentially, it is a way for someone who doesn't live in Baytree to gain access

to the facility, which requires them to pay a fee that is similar to your O&M assessment. That would be a one-time fee for one year. They would have to pay that in order to get an access card to the pool.

Mr. Darby: And the pavilion.

Mr. Showe: There's no access card to the pavilion.

Mr. Darby: I mean access for private parties to use the facility.

Mr. Showe: In our experience, even though we have these in nearly every District, we have no annual fee users. When somebody calls to say that they want to rent it and you tell them that because they don't live here, the fee is \$1,800 plus the rental fee, they will find another place to go.

Mr. Pawelczyk: We have very few in our Districts.

Mr. Showe: In order to restrict it to just residents using that facility, you have to say "*Residents and annual fee users*" and provide some method to have that annual fee user.

Mr. Wilkerson: I agree with Michael. Is there any reason that the Board can't approve this and move on with something else?

Mr. Showe: What the Board would have to do today, is to approve us to set a Rulemaking Hearing for the June meeting.

Mr. Wilkerson: Let's do that.

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

On MOTION by Mr. Darby, seconded by Ms. Witcher, with all in favor, approving the proposed Pavilion Rules and setting a Rulemaking Hearing for the June meeting, was approved.

D. Presentation of Number of Registered Voters - 952

Mr. Showe: We are required each year to announce the number of registered voters within Baytree. At this time, there are 952 registered voters. That doesn't do anything to this District. It's simply an annual announcement. The seats on this Board transitioned to general elected seats.

E. Discussion of Qualifying Period and Procedure

Mr. Showe: For those that want to run for the Board, we will note that Seats 3, 4 and 5 are up for election this year. Mr. Brown is in Seat 3, Jerry is in Seat 4 and Carolyn is in Seat 5.

The document in your agenda gives you all of the directions on how and when you want to qualify. Should you choose to get petitions, you need to get 25 signatures and turn it in by May 21, 2018 at Noon. If you choose to not get petitions, there is a \$25 qualifying fee, which is due with all of forms between Noon on June 18, 2018 to Noon, on June 22, 2018. That is all done through the Supervisor of Elections Office, but we can always assist if you have any questions.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: For the fountain LED light replacement, we are still waiting on prices. They had a family emergency, but are going to service on the fountain and provide us with a quote this week. The front monument lighting was approved. Alan is talking to the vendor today.

Mr. Scheerer: They are ordering the lights now. They will be here tomorrow to start some of the work on the electrical boxes. They are in process.

Mr. Mills: In this particular area, I would like to see that we create some kind of timeline, instead of saying that it's in progress, it should have a date to be completed, if any way possible. The reason I am saying that is to add to Jerry's comment. I have a lot of residents asking me when it is going to get done. We as Supervisors need to know, so when constituents call us, we can say to them that it's on the agenda to be completed on such and such a date. We talked about this the other day.

Mr. Showe: The painting of the rear gate was completed as of your last meeting. The pool and electrical box improvements will be completed by the same vendor and will follow the same schedule that we already approved.

Ms. Witcher: The gate looks good.

Mr. Showe: That's all that I have an Action Items List.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: Just a reminder, send your Form 1 in the mail by July 1st. You will receive the form in the mail. For those of you who are up for election and get qualified, I would take that form with you, completed and turn in to the Supervisor of Elections. Regarding the Pavilion, in addition to the rules, we circulated an initial draft of a Pavilion Management Agreement between the CDD and BCA for the BCA to manage that rental process. Hopefully,

that will come back by the June meeting. One of the things that we will also need to do, in connection with pavilion rentals, is to come up with a rental form, which I just mentioned to Jerry last week. We can provide you with something that we used in the past or Jason has something as well. That would include having alcohol and naming the CDD as an insurer and some additional protections, that they will indemnify the District for any negligent acts that they are responsible for during the rental. I don't have anything further to report, unless there are any questions.

ii. Engineer

1. Discussion of Lake Bank Contract for Fiscal Year 2018

Ms. Samitas: There was discussion at the meeting, to restructure the schedule for the lake banks, which we addressed earlier. The existing spreadsheet had 2018 through 2020. I took it out until 2025. I am trying to stick with a \$30,000 budget number. The one thing that I need to do this month, prior to next month's meeting, is to confirm that unit priced cost, because as you can imagine, as you go out further, the cost may increase. Right now, I think we are around \$39,000 or \$40,000. I will confirm that this month. I've already been in touch with the contractor. We need to make progress on the proposal. We made some progress this past month. I submitted Exhibit A for the specification. It is basically a scope of work. That's been submitted to GMS and to the contractor and I am awaiting the receipt of a proposal from the contractor. It is important to note that he may help me establish a unit cost for these extended years between 2019 and beyond. He's not contractually obligated to that. It's an estimate. I just want to make that point.

Mr. Mills: If we say, "*We can give you this for the next seven years,*" is there pricing that you can provide to us if we guarantee you that we are giving you the job?

Mr. Showe: It's a little tough. From what I understand, there are only about three people in the state that do this type of work.

Ms. Witcher: It's hard to get them to show up.

Ms. Samitas: I can explain that with him. I will talk to him about it, have a conversation and feel it out to see what options we have.

Mr. Mills: Could he give us a price break, if we give him all of the business?

Ms. Samitas: I could ask him if he would be interested in signing a contract for all of this?

Mr. Mills: There you go. For a period of the next seven years.

Ms. Witcher: It would be income for him.

Mr. Pawelczyk: Watch your bidding threshold.

Mr. Scheerer: Talk to him and see if we can work something out.

Ms. Samitas: There are only three guys in the state who do this work.

Mr. Showe: If it goes over \$200,000, you have to bid it.

Mr. Pawelczyk: I wouldn't recommend entering into a long-term contract like that. The way that I found these to work, is to award the first two years of the contract, but if he does a good job and you pay him on time, and everybody is happy with the work, he's more than willing to come out in the next two years. It is all about their relationship building, because there could be a time where you could have a particular Supervisor that causes problems. That contractor is going to say, "*There's no way that I want to work with him.*" I'm speaking from experience. I would be concerned about a long-term type contract. Under Florida Law, we can only agree to pay for what we budgeted. We only budget on an annual basis. We can't bind ourselves to future budgets, when next year's Board might decide to not do lake restoration.

Ms. Samitas: I will try to get an accurate number for what he's seen in the past and we will just extrapolate it from there. Rich was nice enough to do a site walk with me today. We will also be doing one with the contractor when he's in town. We did a survey of conditions in 2017. It was initially a three-year plan schedule, but now it's much longer. We can talk about when it would be appropriate. We will give our recommendation on when it would be appropriate to re-survey it. I won't go into the details, but there are priorities in terms of the measurements that we've taken on the property lines.

Mr. Mills: Hurricanes can change all of that.

Ms. Samitas: There is some logic to which ones we are doing first. There was a comment at the last meeting about the visibility of the lakes. We were planning on doing Lakes 1, 4 and 5 in September, but he may be able to make it out earlier. He mentioned something about possibly July, so it would be sometime between July and September. As long as it's okay with the Board, we will go ahead and schedule that.

Mr. Showe: Once we get that proposal, we have a form from District Counsel already, so we can put that together and have it ready for the June meeting.

Ms. Samitas: Regarding the paving, I followed along with the budget process and things were in good shape for planning purposes. If you need a proposal from the contractor, I can get one.

Mr. Showe: I think we need whatever the next phase is.

Mr. Samitas: I will put that on my list to reach out to him and make that connection.

Mr. Darby: When is the paving scheduled?

Mr. Mills: I believe it's in August.

Mr. Showe: Typically we do it sometime in the fall. They don't want to do it when it is so hot.

Mr. Darby: The reason I ask the question is one of the things that we discussed last time was combining the pavilion parking lot paving with this paving. The pavilion is scheduled to be in next month's budget, which begins on September 1.

Mr. Showe: It begins on October 1.

Mr. Darby: Should we consider doing it this year in August?

Mr. Showe: The nice thing is with your Paving Fund, it's one fund. Either you do it in 2018 or 2019. You also have the flexibility of moving it around. It's not an issue either way.

Mr. Darby: I just want to make sure that the street paving and parking lot paving are coordinated.

Mr. Showe: Correct.

Ms. Witcher: Are we doing the paving in 2019 also?

Mr. Showe: I think we tried to separate it.

Ms. Samitas: It was every other year. I don't have any schedule for 2019.

Ms. Witcher: Okay, so it will either be this year or next year.

Mr. Showe: We can do it in 2019. It will just be the 2018 work.

iii. District Manager's Report

1. Field Manager's Report

Mr. Scheerer: There is not a lot to report. Staff straightened up the pool furniture when we were onsite and inspected the restrooms. I noticed on Monday that the chrome rings around the base of the handrails and ladders on the pool deck were missing, so I contacted the pool contractor. He was going to bring those out and install them. The new pool gate was installed. We also reached out to the contractor to get a soft closure to help close that gate. As soon as we

get that, we can process it. The gates are operating with minor repairs. The new camera system that was installed at the main gate is doing well. The new LED gate arms were installed and seem to be working well. We had some minor repairs to the cameras at the rear gate. The back gate was painted, as was discussed earlier. ECOR is working on the lakes. As far as the landscaping, there was a meeting out here on Monday between myself, Jason, the owner of Tropicare and Mr. Mills, to discuss the concerns with the current condition of some of the new landscaping. We will hopefully put together a plan to remedy those in a timely fashion. The timer on the main fountain was not working. We asked for it to be repaired. I noticed when I came in today that the fountain was on, so it appears to be resolved. We tested all of the monument lights and we will continue to replace them with LEDs as they fail. We touched base on the knee walls at the corner of Wickham/Baytree Drive during Action Items, as well as some electrical repairs.

Mr. Showe: We also received a letter to the Supervisors from Windsor residents, which I forwarded to the Board. Since you haven't had the opportunity to review it, when I return to the office, I will scan it out to the Board and you can have further discussions, if the Board chooses to do so.

Mr. Bosseler: I didn't see the bill for the new pool gate. Did you receive one?

Mr. Scheerer: I haven't seen it yet.

Mr. Showe: It looks very nice. If you haven't been out there to see it, it's a big improvement over what was there before.

Ms. Witcher: Do the parts still work?

Mr. Scheerer: Absolutely. Everything still works the same. There is a free-standing button that is attached to the gate that you can push to exit. There's no door knob any more. It is actually secure. We will put a self-closure, with a magnetic lock. There is a delay with the gate, so it kind of bounces. We will get a self-closure on that and it will keep it closed until it energizes again and the magnets kick in.

Ms. Witcher: Is this the same gate that we are going to put on the other side?

Mr. Showe: At this stage, I think the Board decided to pull that out.

Mr. Bosseler: I noticed that the magnet is slightly loose.

Mr. Scheerer: If we install the self-closure, we will save on a trip charge.

SIXTH ORDER OF BUSINESS**Treasurer's Report****A. Consideration of Check Register**

Mr. Showe: In your General Fund, we have checks 53179 through 53157 for \$40,258.05, Check 73 from the Capital Projects Fund for \$11,097 and Check 1 from the Pavilion JPA Fund, for a total of \$61,348.75. Alan and I can answer any questions about those invoices, if you have any.

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

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. There were no surprises. You are 98% collected on your assessments, so probably one tax certificate is still due. Once received, we will be well over 100%.

SEVENTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. Mills: I would like to ask Mike his opinion regarding some VMs at these meetings, which we discussed with the potential budgetary assessment increase. Can we ask that not be relayed to residents until a letter is given to them?

Mr. Pawelczyk: I don't think you should. It's a public meeting and the information is public. I think the VMs need to be careful, because it is only a proposed budget. At the next meeting, Jason can provide the final number and say, "*This is what it's going to be,*" because the Board has not made their final decision.

Mr. Darby: Jason, at the last BCA meeting, the BCA Board decided to give \$8,000 to the CDD for picnic tables. Jan Hill is responsible for identifying that. I don't know whether you received that money yet.

Mr. Showe: I have not received it. If she plans to purchase them from another vendor, the lead time on that is pretty long.

Mr. Darby: That's why we are starting the process now.

Mr. Showe: I have not seen, nor had communications that it was coming.

Mr. Darby: I will follow-up with her. I just want to make sure that the money makes it over.

Mr. Pawelczyk: Since we haven't talked about this in the past is the Board being amenable to accepting the donation in the amount of approximately \$8,000 for benches, for the BCA's benefit, as well as the CDD?

On MOTION by Mr. Darby, seconded by Mr. Mills, with all in favor, the donation from the Baytree Community Association, in the amount of \$8,000 for benches, was accepted.

Mr. Darby: You were kind enough to send me the information on the decoration lighting. There was discussion at the last BCA meeting, about seeing what decorations the matching CDD funds would provide for the season. I haven't contacted any individual, but I will. I think the next meeting is in July. The intention is to have them there and the BCA will make their recommendations on how to proceed. Finally, I think Rick brought up last month, the idea of putting a sign at the front gate that says "*Be prepared to show ID.*" Are we moving on that?

Mr. Showe: Yes.

Mr. Darby: That's all I have.

Mr. Mills: Can we get a price on a solar light for the "*Resident Only*" sign?

Mr. Showe: We can. It's supposed to be reflective at night.

EIGHTH 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. Hearing none, we need a motion to adjourn.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2018-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT, APPROVING AND ADOPTING AMENDMENTS TO THE RULES OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT RECREATIONAL FACILITIES; PROVIDING FOR CERTAIN MODIFICATIONS TO THE EXISTING RULES PERTAINING TO THE USE OF THE SWIMMING POOL FACILITIES; PROVIDING FOR NEW POLICIES AND PROCEDURES FOR THE TENNIS COURTS AND BOCCE BALL COURT; PROVIDING FOR NEW RULES PERTAINING TO THE PAVILION AND PAVILION RENTALS; PROVIDING FOR A FEE SCHEDULE FOR USE OF THE PAVILION; AND PROVIDING FOR A NON-RESIDENT MEMBERSHIP FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Baytree Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Brevard County, Florida;

WHEREAS, the Board of Supervisors of Baytree Community Development District (the “Board”) is authorized by Sections 190.011(5) and 190.035, Florida Statutes to adopt rules and set rates, fees, and charges pursuant to Chapter 120, Florida Statutes;

WHEREAS, the District is the owner of and is responsible for the operation and maintenance of certain recreational facilities within the District, including the swimming pool facilities, tennis courts, bocce ball court, and the to-be-constructed Pavilion (the “Recreational Facilities”);

WHEREAS, the District Board finds that it is in the best interest of the District to amend certain existing rules pertaining to District Recreational Facilities, and to establish new rules, policies, and procedures governing the use of other District Recreational Facilities;

WHEREAS, the District desires to establish a fee schedule pertaining to the rental of certain Recreational Facilities and a non-resident member rate for those non-residents desiring to utilize the District Recreational Facilities;

WHEREAS, the District properly advertised a public hearing in order to hear and receive comments on the proposed amendments and additions to the Rules pertaining to the Recreational Facilities, pursuant to the requirements of Chapter 120, Florida Statutes;

WHEREAS, after a duly advertised public hearing, the District Board of Supervisors finds it to be in the best interests of the District, the integrity and maintenance of its Recreational Facilities, and the residents and property owners of the District to adopt the amendments and additions to the

Rules governing the Recreational Facilities, as attached to this Resolution as Exhibit A;

WHEREAS, the District has complied with the provisions of Chapters 120 and 190, and has conducted a public hearing to address proposed rules establishing fees, rules and regulations pertaining to the operation and maintenance of District facilities; and

WHEREAS, it is further the intent of the District Board that the fees, charges and costs provided in Exhibit A and pertaining to facility rentals and non-resident memberships shall also be implemented as part of the Rules of the Baytree Community Development District, Chapter II.

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

Section 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The Rules of the Baytree Community Development District Recreational Facilities, as amended and attached hereto as Exhibit A are hereby adopted.

Section 3. The District Manager is hereby directed to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes. The District Manager is further directed to publish the Rules, as amended, on the District's website, and to generally make copies of such Rules available for inspection or copying by members of the general public pursuant to Florida's Public Records Law.

Section 4. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, paragraph, provision, or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional, ineffective, or invalid, in part or as applied, it shall not affect the validity of the remaining clauses, sections, paragraphs, provisions, parts, or applications of the Resolution.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF JUNE, 2018.

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIR/VICE CHAIR

SECRETARY/ASSISTANT SECRETARY

Exhibit A

Chapter II - Rules of the
Baytree Community Development District Recreational Facilities

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(Adopted , 2018)

Establishing Certain Policies and Procedures
for the Community Swimming Pool

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1.01 Purpose. To adopt uniform policies and procedures for the use of the District Swimming Pool Facilities to ensure the uniform application of said policies on a non discriminatory, fair and equitable basis.

Specific Authority: Chapter 190.035; 190.012; 120.54, Florida Statutes

History: New

1.02 Necessity. To establish uniform and comprehensive policies and procedures for the Baytree Community Swimming Pool.

1.03 Baytree Swimming Pool Policies, Procedures, Charges and Regulations.

A. General

1. **Use** - The pool facilities are for the use of Baytree residents, annual fee users, and their immediate families and guests. No other persons shall be permitted to use the Pool Facilities without prior written consent of the Baytree Community Development District. Cards for access can be obtained from the District Manager.
2. **Conduct** - Conduct at the pool must be such as to furnish the greatest pleasure for the greatest number. The cooperation of all participants is requested. Failure to abide by the District Use Rules may result in the forfeiture of pool use privileges.
3. **Children** - Children 12 years old and under or who are wearing flotation devices in the pool must be accompanied by a responsible adult at all times. Children of diaper wearing age shall be permitted to use the pool, provided a diaper is worn.
4. **Pets** - no animals of any kind shall be allowed within the pool facilities, unless that pet is a certified service animal.
5. **Glass** - Glass containers of any kind are not allowed in the Pool facilities.

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6. **Radios** - All iPods, MP3 Players, phones, tablets, radios, compact disc players, speakers, and similar audio or video devices shall only be used with headphones or earphones at the Swimming Pool Facilities.

Deleted: All radios, cassette and compact disc players shall be played at a level so as not to disturb or annoy others using the Swimming Pool Facilities.

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7. **Refuse** - All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers.
8. **Food** - No cooking, including barbecuing, shall be permitted within the pool facility. Eating will be permitted, but prompt cleanup of refuse is mandatory. Arrangements may be made with the Country Club to provide limited food service.
9. **Hours of Operation** - The District may designate specific hours of operation, but generally the facilities will be open for use from dawn to dusk.
10. **Swim At Your Own Risk** - No lifeguard or other medical or emergency personnel will be on duty. Therefore, USE OF THE POOL FACILITIES WILL BE AT THE USER'S RISK.

Policies and Procedures
for the Community Tennis Courts and Bocce Ball Court

2.01 Purpose. to adopt uniform policies and procedures for the use of the District Tennis and Bocce Courts Facilities to ensure the uniform application of said policies on a non discriminatory, fair and equitable basis.

Specific Authority: chapter 190.035; 190.012; 120.54. Florida Statutes

History: New

2.02 Necessity. to establish uniform and comprehensive policies and procedures for the Baytree Community Tennis and Bocce Courts.

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2.03 Baytree Tennis and Bocce Court Facilities Policies, Procedures, Charges and Regulation.

A. General

1. Hours of Facility are Dawn to 10 PM.
2. The tennis courts are provided for use of Baytree residents, annual fee payers, and their guests only.

2. Unless specific approval is given by the District, the tennis courts are only to be used for playing tennis, bike riding, skate boarding, roller blades (skating), pickle ball and other non tennis activities are prohibited.
3. Limit play to one (1) hour if others are waiting to use the courts.
4. No food or glass shall be permitted on the courts.
5. Appropriate footwear (tennis shoes or cross trainers) and clothing must be worn to use the courts.
6. No music is allowed during play.

Pavilion Rules

Section 3.01 Pavilion Rule.

(1) **Title.** This rule may be cited and referred to as the Baytree Community Development District Pavilion Rule.

(2) **Pavilion, defined.** The Baytree Community Development District (the "District") operates and maintains a covered community pavilion, including, but not limited to, (the "Pavilion"), benefiting the residents and property owners within the District and the Isles of Baytree subdivision, and which is located at _____ and includes the Pavilion, a parking area, and the lands owned by the District, referred to as Tract _____ Plat, as recorded in the Public Records of Brevard County, Florida (the "Pavilion Area").

(3) General Rules.

- (a) Residents of the District 18 years old and over (each a "Resident") and anyone over 18 years of age who has purchased an annual membership to utilize the Pavilion (each an "Annual Member"), are permitted to use the Pavilion with their guests between the hours of 8:00 AM and 8:00 PM, unless permission is obtained from the Baytree Community Association ("BCA") or the District to use the Pavilion outside of these standard hours of operation. Except as provided in Section 4.01(4) below and with respect to District or Association community-sponsored events, the use of the Pavilion shall be on a non-exclusive first-come, first-served basis.
- (b) At least one Resident or Annual Member must be present at the Pavilion in order for guests to be allowed to use the Pavilion. The Resident or Annual Member must be present as long as his or her guest(s) is(are) using the Pavilion.
- (c) Children under 18 years of age within the Pavilion Area shall be supervised at all times.

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- (d) Only animals on leashes and bona fide service animals, as defined by Florida law, will be allowed in the Pavilion Area.
- (e) Use of the Pavilion does not automatically grant the user(s) exclusive rights to use the pool, tennis courts, or bocce ball courts. Guests' use of these facilities will be governed by the current rules for the pool, tennis and bocce ball courts. Residents and Annual Members will always have priority for use of these District facilities over guests.
- (f) Guests will be allowed to use the toilet facilities at the adjacent District pool. The accompanying Resident or Annual Member will be responsible to provide access for his or her guests.
- (g) The maximum number of people allowed in the Pavilion at any given time will be 80.
- (h) The use of alcohol at the Pavilion only is not prohibited although Residents, Annual Members, and their guests will be asked to leave the Pavilion Area after one warning if their activities continue to be loud, boisterous or otherwise disruptive.
- (i) Each individual is responsible for cleaning up, including, but not limited to, picking up and properly disposing all trash, after their use of the Pavilion facilities in the Pavilion Area. All trash shall be deposited in the garbage receptacles and tables shall be cleaned.
- (j) No grills shall be permitted under the Pavilion roof or within the Pavilion Area owned by the District; however, permission to utilize a grill within the Pavilion Area (but not under the Pavilion roof) may be requested in advance from the District.
- (k) No bounce houses or inflatables are permitted within the Pavilion Area.
- (l) No DJ's or live music are permitted in the Pavilion Area, unless the user has received prior approval from the District. If music or other audio is played, it must not affect or be disruptive to any neighboring residential properties or the users of adjoining facilities (e.g., tennis courts and pool).
- (m) No vehicles shall be permitted within the Pavilion Area, except within the areas designated for parking.
- (n) All furniture/equipment within the Pavilion Area is to be used for the purposes for which it was designed and shall not be moved out from under the Pavilion without the express permission of the BCA or the District.

(c) All users of the Pavilion are to ensure that lights and fans are turned off before leaving the Pavilion Area.

(d) The electrical outlets at the Pavilion are on 20-amp GFIC circuits. Please do not overload these circuits to the extent that it trips the circuit breaker. The user will be responsible for any damage caused from overloading circuits.

(e) Events sponsored by the BCA or the CDD that involve the use of the Pavilion shall have priority over any individual use of, rental of, or rental request with respect to the Pavilion.

(4) **Pavilion Exclusive Use Rentals.** In addition to all other rules and regulations of the District, anyone requesting the use of the Pavilion for a private event shall also comply with the following:

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(a) The Pavilion may be only be rented by a Resident or an Annual Member ("Approved Renter"), which individual must be present throughout the entire event rental period.

(b) The Approved Renter shall be responsible for the proper conduct of all guests and participants utilizing the Pavilion and Pavilion Area during the rental.

(c) Application for rental of the Pavilion and payment of the rental fee and the deposit shall be made at least five (5) working days prior to the intended date of use in accordance with the policies and direction set forth in the Application for Pavilion Rental that can be found on the BCA website and on the District website.

(d) The Pavilion rental shall be no more than four (4) hours, unless the applicant has received an exemption in writing from the BCA or the District for longer use.

(e) Rentals and the events associated therewith must not be loud, boisterous or otherwise disruptive to neighboring residents and users of adjoining facilities (e.g., tennis courts and pool). If complaints are received and after a single warning the complained of activity does not cease, the BCA or the District has the authority to terminate the rental and direct all users of the Pavilion to immediately leave the Pavilion Area. Such complaints may result, in the determination of the BCA Manager in the forfeiture of the deposit, or a portion thereof, and the suspension of the Approved Renter from the use of any District facilities, including the Pavilion, the pool, the tennis courts, and the bocce ball court, for a period not the exceed twelve (12) months. Such suspensions may be appealed in writing to the District Board of Supervisors, which shall have the power to reduce the suspension period and suspension conditions if determined as warranted by the District Board of Supervisors.

(f) The Approved Renter is fully and completely responsible for any and all damages or clean-up expenses incurred by the BCA and the District excess of the deposit. The Approved Renter will be billed for such costs in accordance with Section 4.01(6)(d) of this Pavilion Rule.

(g) The garbage receptacles at the Pavilion Area are only intended for incidental use; not private parties or rentals. The Approved Renter shall remove all trash and debris arising from the rental from the Pavilion Area and properly dispose of the same, whether in the personal garbage receptacles of the Approved Renter's home or otherwise. Under no circumstances shall any garbage receptacles of the District, the BCA or the golf course be utilized for the purposes stated herein.

(h) The Pavilion Area must be "broom clean" at the conclusion of the rental period. If cleaning is determined, in the discretion of the District or its designee, to be less than satisfactory, a cleaning fee will be imposed in the amount set forth in Section 4.01(6)(2), which fee may be deducted from the deposit.

(i) The Approved Renter shall hold the District and District and the Association harmless from any and all liability, injuries or damages arising out of or in any way connected to the use of the Pavilion and Pavilion Area and shall be fully responsible for the same. The Approved Renter will be required to execute a Facility Rental Agreement for any exclusive use of the Pavilion.

(5) **Damage to Pavilion.** Any costs incurred by the District to repair damages to or clean the Pavilion or Pavilion Area shall be assessed against the individual causing the damage, and/or the Approved Renter, as the case may be, in accordance with the fees set forth in Section 4.01(6)(d) of this Pavilion Rule.

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(6) **Pavilion Fees.** Pavilion fees, charges, and deposits shall be as follows:

(a) **Annual Pavilion Membership Fee for Non-Residents.....\$1,200**

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(b) **Rental fee for exclusive use of Pavilion**

(i) **Owner of a residential unit within the District.....\$100**

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(ii) **Annual Member.....\$100**

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(c) **Deposit for Rental.....\$200.00**

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(d) **Damages to and clean-up expenses with respect to the Pavilion or Pavilion Area shall be assessed at cost plus ten (10%) for administration fees.**

(7) **Deactivation of Gate Access Transponders.**

(a) The District Manager or his designee shall have the authority to deactivate ALL Gate Access Transponders issued to a particular unit within the District or Isles of Baytree, upon a determination by the District Manager or his or her designee, after reviewing supporting documentation, that there exists unpaid Pavilion fees imposed pursuant to this Pavilion Rule or unpaid monies as a result of damages to the Pavilion or Pavilion Area, which are due and owing to the District, provided that:

- (i) the District possesses video, eyewitness, or documentary evidence that an individual, or a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Pavilion or Pavilion Area; and
- (ii) The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the individual(s) or vehicle(s) involved, and the damage caused to the Pavilion or Pavilion Area, (2) indicate that such fees or amounts must be paid to the District within at least thirty (30) days, and (3) indicate that all Gate Access Transponders issued to the unit will be deactivated without further notice if payment is not received by the District within said thirty (30) day period.

(b) Any Appeals of deactivation of Gate Access Transponders or reactivation of Gate Access Transponders shall be in accordance with Section 3.01(5) and 3.01(6) of the District Gate Facilities Rule.

Fees for Use of Baytree Community Development District Recreation Facilities

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Section 4.0

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of the Baytree Community Development District amenities and facilities (generally referred to as the "Amenity Facilities") by members of the public who do not rent in nor own property within the Baytree Community Development District (the "District"); provide definitions; provide procedures for payment of such fees; and provide an effective date.

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SECTION 4.1 POLICIES AND FEE SCHEDULE. The Baytree Community Development District does hereby establish the uniform, comprehensive fee schedule for the use of the Amenity Facilities by members of the public who do not rent in nor own property within the District.

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4.1.1 Pursuant to §190.035, Florida Statutes, the District has the authority to "prescribe, fix, establish, and collect rates, fees, rentals, or other charges ... for the facilities and services furnished by the district ... including, but not limited to, recreational facilities...".

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4.1.2 The real property owners within the District ("Residents") (for themselves and on behalf of their Renters) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to-day operations of the Amenity Facilities.

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4.1.3 An additional class of users of the Amenity Facilities consists of those families and individuals who are not Renters nor Residents (hereinafter called "Non-Residents"). The fee schedule set forth in Section 1.4 herein has been established by the District for payment by such Non-Residents for use of the Amenity Facilities. This fee schedule has been promulgated based

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upon the actual estimated costs and assessments paid or to be paid by real property owners within the District, to allow such Non-Resident Members the use of the Amenity Facilities on the same basis as Residents and Renters.

4.1.4 Non-Resident Member Fee Schedule.

(a) Annual Non-Resident Membership. The annual membership fee to be paid by those Non-Residents who do not reside in nor own real property within the District shall be \$1,200.00, to be paid in full at the time of application for membership (the "Non-Resident Annual User Fee"). Membership shall include up to four (4) members per household. Each subsequent annual Non-Resident Member fee shall be paid in full on the anniversary date of application for membership.

(b) Increases. Fee Non-Refundable. Such Non-Resident Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities. All fees shall be fully non-refundable after receipt by the District. Annual increases, if any, shall be effective on the next at renewal anniversary date.

4.1.5 District staff, or an agent of the District, shall prepare an information sheet consisting of name, address and other pertinent information for each Non-Resident who desires to pay the Non-Resident Annual User Fee for usage of the amenity Facilities, and the staff shall develop and maintain such records and/or perform such ministerial tasks as are necessary to manage the collection and documentation of such fees and the usage of the Amenity Facilities. District staff may also require the Non-Resident Members to execute a Non-Resident Membership application and agreement (or similar documents), as well as a waiver and indemnification form(s), prior to using the Amenity Facilities.

4.1.6 All Non-Resident Members desiring to utilize, or using, the Amenity Facilities will be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

SECTION 2 -- DEFINITIONS.

The following definitions apply to this Chapter:

4.2.1 "Amenity Facilities" -- shall mean the properties and areas owned by the District and intended for recreational use and shall include the pool, tennis court, bocce court and pavilion together with its appurtenant facilities and areas.

4.2.2 "District" -- shall mean the Baytree Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

4.2.3 "Fee Schedule" -- shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the Baytree Community Development District property by those families and individuals who do not reside in nor own property within the District.

4.2.4 "Non-Resident" -- shall mean those individuals and families who are not Residents or Residents within the District.

4.2.5 "Non-Resident Member" -- shall mean Non-Residents who have paid the applicable Non-Residents Annual User Fee as established by the District.

4.2.6 "Resident" -- shall mean person(s) or family owning a home or lot, or other parcel of real property, within the Randal Park Community.

4.2.7 "Non-Residents" -- shall mean those person(s) who are neither Residents or Renters, nor those and who have not paid the Non-Resident Annual User Fee.

4.2.8 "Baytree Community Development District" -- A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

4.2.9 "Renter" - shall mean any tenant residing in a Resident's home within the District

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pursuant to a valid rental or lease agreement, with a term of 12 consecutive months or more.
4.2.10 Terms "may" and "shall" - As used herein, the word "may" is permissive, and the word
"shall" is mandatory.

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PASSED, ADOPTED AND EFFECTIVE THIS DAY OF , 2018.

Specific Authority: Chapter 190.035(1); 120.54, Florida Statutes

Law Implemented: Chapter 190.031, 190.035(1), 190.036, 190.037, 190.041, 190.012(1),
Florida Statutes

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BAYTREE COMMUNITY DEVELOPMENT DISTRICT
Pavilion Reservation Agreement

NAME

("Resident"): _____

ADDRESS: _____

PHONE NUMBER(S): _____

DATE OF RESERVATION: _____ TIME TO BE RESERVED: _____ TO _____

NUMBER OF RESIDENTS: _____ NUMBER OF NON-RESIDENT GUESTS: _____

REASON FOR RENTING: _____

FEE SCHEDULE:

Deposit of \$200.00 paid on _____ via check number _____

Use fee of \$ 50.00 paid on _____ via check number _____

WAIVER:

On behalf of myself and any guests attending this event, I/we understand that the Baytree Community Development District, its officers, agents, servants, and employees (collectively, the "CDD") assumes no responsibility for injuries or illness that I/ or my agents, guests, or invitees may sustain as a result of physical condition of the Pavilion or any District facilities in connection with this event. I assume sole and total responsibility for any property damage arising out of this Pavilion Reservation Agreement or the use of the Pavilion or any District Facilities by myself, my agents, guests, invitees. I agree on behalf of myself and its guests and invitees to indemnify, reimburse, and hold the CDD harmless for any and all violations of any and all federal, state and local laws, statutes or ordinances, including the Rules, as defined below, and to indemnify, reimburse and hold the CDD harmless for any and all losses, damages, causes of actions, claims proceedings, and/or injuries sustained, including attorney's fees, arising out of or related to my or my agents, guests' or invitees' use of the Pavilion or other District facilities or my or my agents', guests' and invitees' negligent or willful acts or omissions. I/we understand that the CDD is not responsible for personal property lost or stolen while participating at the Pavilion and that the CDD is not responsible for providing any security, protection, or other services at the Pavilion.

Signature of Resident

Date

POLICIES AND PROCEDURES:

I understand I will be charged a deposit and that I must return the Pavilion to its original condition and understand that any property damage will be deducted from my initial deposit (**Note:** any garbage **MUST** be taken with you at the end of the event and properly disposed of, as the CDD does not provide trash removal for events). Resident agrees to assume full financial responsibility for any loss or damage to the Pavilion the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the use of the Pavilion and for the proper conduct of guests or other persons employed or otherwise engaged by Resident while they are on the CDD property, whether inside or outside of the Pavilion. Such damage amounts shall not

be limited to the amount of any security or deposits received. If I notice any problems with the facility while setting up for the event, I understand that I need to notify Alan Scheerer (cell 407-398-2890) **before** the event. I am aware that I may be penalized for any guests over the amount stated above on this registration form and understand that I MAY NOT deny access to any other residents that want to enter the facility. All events at the Pavilion shall be confined to the Pavilion and the area immediately surrounding the Pavilion. The use of the nearby restroom facilities at the swimming pool is permitted; however, the use of the swimming pool and tennis courts is restricted to residents or non-resident members. These facilities adjacent to the Pavilion may be used by other residents and their guests. Limited parking is available, and carpooling is encouraged. Parking spaces are available at the lot adjacent to the Pavilion on a first-come, first served basis. No parking on the grass is permitted. Any violation of these policies and procedures may result in permanent expulsion from any future use of the Pavilion. I further acknowledge and understand that I am responsible for adhering to the terms and conditions of the Pavilion Rule and all other rules and regulations of the CDD (the "Rules") and for ensuring that my guests also abide the same. Copies of the Rules are available by contacting the District Manager of the District or by accessing the same from the CDD website at <http://www.baytreecdd.org>. The District Manager of the CDD or any agent of the CDD providing Pavilion management services shall have free access to the Pavilion and check in on the event from time to time at their discretion. I understand that the I must be present during the entirety of the event, including set-up and clean-up. Any infraction of the Rules or this Agreement, and disturbances created as a result of the event will require the signee below to appear before the CDD Board of Supervisors for approval of any future rentals of the Pavilion. The CDD Board of Supervisors has the right to suspend privileges of any individual who has, in the opinion of the Board, abused the Rules or the provisions of this Agreement. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage. If there is property damage in excess of the damage deposit, the CDD reserves the right to bill the Resident for the damage and to pursue collection by all available legal means to recover the damages incurred by the CDD.

IN AN ATTEMPT TO PRESERVE OUR RESIDENTS' PRIVACY, WE DO NOT PERMIT SOLICITATIONS OF ANY KIND AT THE PAVILION.

Signature of Resident

Date

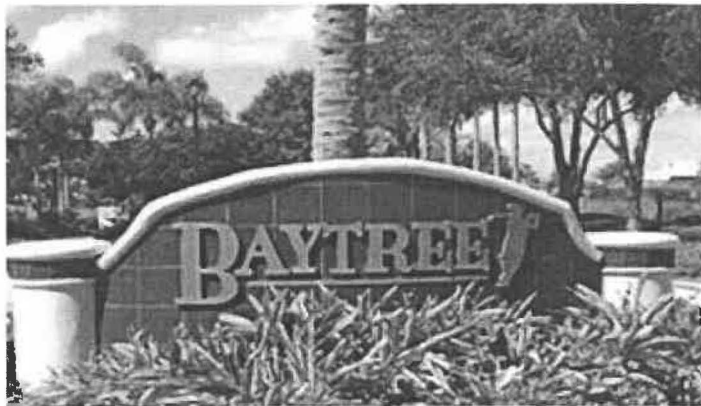
Acknowledged by CDD Representative

Date

SECTION B

Baytree

Community Development District



Proposed Budget

FY 2019

Presented by:



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Baytree
Community Development District
Proposed Budget FY 2019
General Fund

Description	Adopted Budget FY2018	Actual thru 03/31/18	Projected Next 6 Months	Total Projected 09/30/18	Proposed Budget FY 2019
Revenues					
Maintenance Assessments	\$695,968	\$670,943	\$25,025	\$695,968	\$853,142
Interest Income	\$0	\$1	\$1	\$2	\$0
Miscellaneous Income (IOB Cost Share Agreement)	\$29,502	\$15,938	\$14,750	\$30,688	\$34,297
Miscellaneous Income	\$4,000	\$2,227	\$2,614	\$4,841	\$4,000
Total Revenues	\$729,470	\$689,109	\$42,390	\$731,499	\$891,439

Expenditures

Administrative

Supervisor Fees	\$8,000	\$1,600	\$4,000	\$5,600	\$8,000
FICA Expense	\$612	\$122	\$306	\$428	\$612
Engineering	\$25,000	\$6,278	\$12,210	\$18,488	\$25,000
Assessment Administration	\$7,500	\$7,500	\$0	\$7,500	\$6,420
Attorney Fees	\$17,750	\$8,258	\$9,000	\$17,258	\$17,750
Annual Audit	\$3,300	\$0	\$3,300	\$3,300	\$3,400
Management Fees	\$40,938	\$20,469	\$20,469	\$40,938	\$40,938
Information Technology	\$1,600	\$800	\$800	\$1,600	\$1,600
Telephone	\$150	\$0	\$150	\$150	\$150
Postage	\$1,500	\$363	\$1,137	\$1,500	\$1,500
Insurance	\$13,800	\$12,547	\$0	\$12,547	\$13,805
Tax Collector Fee	\$13,980	\$13,962	\$0	\$13,962	\$13,980
Printing & Binding	\$1,700	\$336	\$850	\$1,186	\$1,700
Legal Advertising	\$1,200	\$0	\$1,045	\$1,045	\$1,200
Other Current Charges	\$1,700	\$467	\$550	\$1,017	\$1,700
Office Supplies	\$200	\$74	\$120	\$194	\$200
Property Taxes	\$250	\$228	\$0	\$228	\$250
Property Appraiser	\$234	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Administrative Expenses	\$139,589	\$73,413	\$53,937	\$127,350	\$138,614

Baytree
Community Development District
Proposed Budget FY 2019
General Fund

Description	Adopted Budget FY2018	Actual thru 03/31/18	Projected Next 6 Months	Total Projected 09/30/18	Proposed Budget FY 2019
<i>Operation and Maintenance</i>					
Security Contract	\$119,566	\$55,933	\$63,633	\$119,566	\$143,687
Security - Speed Control	\$10,296	\$2,772	\$5,000	\$7,772	\$10,296
Gate Maintenance Contract	\$1,200	\$1,100	\$0	\$1,100	\$1,200
Maintenance - Gatehouse	\$10,000	\$10,362	\$9,000	\$19,362	\$12,000
Telephone - Gatehouse/Pool	\$7,500	\$3,132	\$3,000	\$6,132	\$6,420
Transponders	\$4,500	\$4,015	\$485	\$4,500	\$4,500
Field Management Fees	\$27,849	\$13,925	\$13,925	\$27,849	\$27,849
Electric	\$55,000	\$25,311	\$27,000	\$52,311	\$55,000
Water & Sewer	\$6,200	\$4,603	\$4,200	\$8,803	\$9,476
Gas	\$6,800	\$5,461	\$1,695	\$7,156	\$7,200
Maintenance - Lakes	\$36,600	\$15,528	\$15,528	\$31,056	\$36,600
Maintenance - Landscape Contract	\$90,000	\$45,000	\$45,000	\$90,000	\$90,000
Maintenance - Additional Landscape	\$19,000	\$30,850	\$5,500	\$36,350	\$19,000
Maintenance - Pool	\$17,000	\$5,822	\$10,484	\$16,306	\$17,000
Maintenance - Irrigation	\$6,000	\$3,710	\$2,100	\$5,810	\$6,000
Maintenance - Lighting	\$9,000	\$2,507	\$6,200	\$8,707	\$9,000
Maintenance - Monuments	\$6,000	\$0	\$3,000	\$3,000	\$6,000
Maintenance - Other Field (R&M General)	\$4,000	\$2,284	\$1,600	\$3,884	\$4,000
Maintenance - Playground/Pavillion	\$500	\$0	\$250	\$250	\$2,000
Maintenance - Tennis Court Area	\$1,000	\$1,060	\$0	\$1,060	\$1,000
Holiday Landscape Lighting	\$4,000	\$4,116	\$0	\$4,116	\$4,000
Operating Supplies	\$750	\$0	\$750	\$750	\$750
Sidewalk/Curb Cleaning	\$11,000	\$1,700	\$8,900	\$10,600	\$11,000
Miscellaneous	\$1,000	\$748	\$500	\$1,248	\$1,000
O&M Expenses	\$454,761	\$239,939	\$227,750	\$467,689	\$484,978
<i>Reserves</i>					
Transfer Out - Capital Projects- Paving - Baytree	\$61,542	\$61,542	\$0	\$61,542	\$66,466
Transfer Out - Capital Projects - Paving - IOB Funds	\$20,108	\$20,108	\$0	\$20,108	\$21,716
Transfer Out - Capital Projects - Reserves	\$8,202	\$8,202	\$0	\$8,202	\$110,000
Transfer Out - Community Beautification Fund	\$45,268	\$45,268	\$0	\$45,268	\$45,268
Transfer Out - Rebalance First Quarter Operating	\$0	\$0	\$0	\$0	\$24,397
Reserves	\$135,120	\$135,120	\$0	\$135,120	\$267,847
Total Expenses	\$729,470	\$448,473	\$281,687	\$730,160	\$891,439
Excess Revenues/(Expenditures)	\$0	\$240,636	(\$239,297)	\$1,339	\$0

Baytree Community Development District

REVENUES:

Maintenance Assessments

The District will levy a non-ad valorem assessment on all taxable property within the Baytree Community Development District in order to pay for operating & maintenance expenditures for the fiscal year.

Interest Income

Represents estimated interest earnings from cash balances in the District's operating account with Wells Fargo and investments through US Bank.

Miscellaneous Income (IOB Cost Share Agreement)

Represents estimated earnings from Isles of Baytree.

Miscellaneous Income

Represents estimated earnings from the sale of security gate transponders, pool access cards and tennis court instructor fees.

EXPENDITURES

Administrative:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated \$200 per meeting. This amount for the fiscal year is based upon 5 Supervisors attending 8 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District currently has a contract with Adkins Engineering to provide engineering service to the District. The contract includes preparation for board meetings, contract specifications, bidding, etc.

Assessment Administration

Expenses related to administering the annual assessments on the tax roll with the Brevard County Tax Collector.

Attorney Fees

The District currently has a contract with Billing, Cochran, Lyles, Mauro & Ramsey, P.A. to provide legal counsel services. This contract includes preparation for board meetings, review of contracts, review of agreements and resolutions and other research as directed by the Board of Supervisors and the District Manager.

Baytree Community Development District

Annual Audit

The District is required by Florida Statutes to arrange for an Independent audit of its financial records on an annual basis. The budget is based on the current rate for the annual audit.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

Information Technology

The District incurs costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing Board meeting agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Insurance

The District's general liability, public official's liability and property insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to government agencies.

Tax Collector Fee

Represents charges from Brevard County Tax Collector's office for administration of the tax collection process.

Printing & Binding

The District incurs charges for printing and binding agenda packages and printing computerized checks, correspondence, stationery, envelopes, photocopies and other printed material.

Legal Advertising

The District does most of its legal advertising in the Florida Today. Publication amount is based on prior years cost for advertising regular meetings, special meetings, public hearings, etc.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

Baytree Community Development District

Property Taxes

Represents the estimated non-ad valorem assessment from Brevard County that will be charged to the District.

Property Appraiser

Represents the Brevard County Property Appraiser fee to cover the cost of processing and distributing of non-ad valorem assessment information.

Dues, License & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175.

Operation and Maintenance:

Security Contract

The District currently has a contract with Universal Protection Services DBA Allied Universal to provide security service for the District.

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: CONTRACT COST OF \$16.09 PER HOUR FOR 356 DAYS	\$137,473
HOLIDAY HOURS: CONTRACT COST OF \$24.14 PER HOUR FOR 9 DAYS	\$5,214
CONTINGENCY	\$1,000
	<u>\$143,687</u>

Security – Speed Control

The District utilizes police officers from the Brevard County Sheriff's Office to patrol the area and mitigate speeding issues within the District.

DESCRIPTION	WEEKLY AMOUNT	ANNUAL AMOUNT
POLICE PATROL (2 PATROLS PER WEEK @ \$99 PER PATROL)	\$198	<u>\$10,296</u>
		\$10,296

Gate Maintenance Contract

Represents annual contract amount from for maintenance of the automated gate entrance systems. The District currently has a contract with Access Control Technologies.

Maintenance - Gatehouse

Represents maintenance contract for gates, and any other maintenance cost the District may incur at the security gate house, i.e. plumbing, gate repairs, etc.

Baytree Community Development District

Telephone - Gatehouse/Pool

The District has a telephone at the front entrance for the security staff to make local calls. Additionally, the District has a phone line at the front and rear entrance for the automated gate access system, and an IP line at the front gate for the access system and the line for the emergency phone at the pool. The amount is based on projected monthly charges from AT&T.

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
131679593	201 BAYTREE DR FRONT GATE	\$120	\$1,440
321 254-0017 857 3148	201 BAYTREE DR FRONT GATE	\$260	\$3,120
321 751-1034 001 3145	630 BAYTREE DR BACK GATE	\$70	\$840
321 751-0214 454 3143	8207 NATIONAL DR POOL AREA	\$85	\$1,020
			<u>\$6,420</u>

Transponders

Accounts for costs associated with purchasing new transponders to replace those purchased by residents.

Field Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide on-site field management of contracts for the District services such as landscape and lake maintenance. Services to include weekly onsite inspections, meetings with contractors and monitoring of utility accounts.

Electric

Represents costs for electric for projects such as streetlights, signs, electric for well pumps, guardhouse, entrance features, fountain and pool house. Florida Power & Light provides this service.

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
00533-81406	8002 BRADWICK WAY # WALL	\$14	\$165
02781-39043	8207 NATIONAL DR # POOL HSE	\$542	\$6,500
04080-73153	609 BAYTREE DR # WALL	\$17	\$200
04396-25492	8205 NATIONAL DR # COURTS	\$50	\$600
09459-03086	8147 OLD TRAMWAY DR # ENTRANCE	\$20	\$240
11105-10375	7948 DAVENTRY DR # WALL	\$12	\$140
14771-79517	345 BAYTREE DR # PUMP	\$100	\$1,200
15604-14425	8005 KINGSWOOD WAY # FOUNTAIN	\$342	\$4,100
36008-52200	602 BAYTREE DR # SIGN	\$20	\$240
46619-40025	8253 OLD TRAMWAY DR # ENT SIGN	\$29	\$350
47131-19107	1409 SOUTHPOINTE CT# ENT SIGN	\$15	\$175
67950-66148	7951 DAVENTRY DR # PUMP STREET	\$65	\$780
724916-0156	7942 KINGSWOOD WAY #LIGHTS	\$36	\$432
73679-10572	201 BAYTREE DR # GRD HSE	\$125	\$1,500
83711-46575	8005 KINGSWOOD WAY # STREET LIGHTS	\$2,760	\$33,120
86596-45173	8005 KINGSWOOD WAY # PUMP	\$167	\$2,000
88573-27285	687 DEERHURST DR # PUMP	\$150	\$1,800
91260-64568	8128 OLD TRAMWAY DR # SIGN	\$12	\$140
99142-26460	8005 KINGSWOOD WAY# GATE	\$17	\$200
	Contingency		<u>\$1,118</u>
			<u>\$55,000</u>

Baytree Community Development District

Water & Sewer

Represents cost for water & sewer for expenses associated with the front guardhouse and community pool. City of Cocoa Utilities provides this utility service.

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$50	\$600
167895-118058	8207 NATIONAL DR #POOL	\$718	\$8,616
	CONTINGENCY		\$260
			<u>\$9,476</u>

Gas

Represents cost of gas required for heating the community pool. Florida City Gas provides this utility service.

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
2932702542	8205 NATIONAL DR POOL HEATER	\$560	\$6,720
	CONTINGENCY		\$480
			<u>\$7,200</u>

Maintenance - Lakes

The District currently has a contract with ECOR to maintain its 66.46 acres of lakes. Additional funds are allocated for the installation of grass carp and unanticipated lake maintenance.

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
LAKE MAINTENANCE		\$2,413	\$28,956
NATURAL AREAS MANAGEMENT: CONTRACT COST OF \$350 BI-MONTHLY		\$480	\$2,880
GRASS CARP INSTALLATION			\$4,000
CONTINGENCY			\$764
			<u>\$36,600</u>

Maintenance - Landscape Contract

The District currently has a contract with Tropic Care, Inc. to maintain its 352,000 Square Feet of Landscaping.

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE		\$7,500	\$90,000
			<u>\$90,000</u>

Maintenance - Additional Landscape

Funding for trimming, replacement of trees/plants, and other routine landscape maintenance not covered under the landscape vendor contract.

Baytree Community Development District

Maintenance - Pool

The District has constructed a community swimming pool, which requires maintenance service five times per week.

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
VENDOR: BEACH POOLS		
POOL MAINTENANCE		
SEPTEMBER THRU MAY - 3 DAYS/WEEK	\$625	\$5,625
JUNE THRU AUGUST - 5 DAYS/WEEK	\$800	\$2,400
CONTINGENCY - POOL REPAIRS		\$4,507
VENDOR: COVERALL		
JANITORIAL SERVICES	\$289	\$3,468
SUPPLIES		\$1,000
		<u>\$17,000</u>

Maintenance - Irrigation

Represents estimated cost for repairing irrigation line breaks, replacement of sprinklers, etc.

Maintenance - Lighting

Estimated cost for routine/replacement of fixtures.

Maintenance - Monuments

Estimated cost to pressure clean and paint monuments.

Maintenance - Other Field

Miscellaneous costs related to additional pond work, cleaning storm drains, etc

Maintenance - Playground

Estimated cost for routine maintenance, such as paint, mulch, or repairs to playground area.

Maintenance - Tennis Court Area

Estimated cost for routine maintenance, such as nets, facility repair, or minor improvements to tennis court area.

Holiday Landscape Lighting

Estimated cost for installation of holiday lights and décor as well as supplies.

Operating Supplies

Purchase of supplies for the District's pool, gatehouse, etc.

Sidewalk/Curb Cleaning

Estimated cost for pressure washing the District-owned sidewalks throughout the community.

Miscellaneous

Any other miscellaneous expenses incurred during the year.

Baytree Community Development District

Reserves:

Transfer Out - Capital Projects - Paving - Baytree/IOB

The District has established a Pavement Management Fund in order to pay for resurfacing of roadways.

Transfer Out - Capital Projects - Reserves

Renewal and replacement costs such as replacement cost of the sidewalks, drainage repair, playground equipment, etc. See attached Capital Improvement Program Chart.

Transfer Out - Community Beautification Fund

Represents the assessments dedicated to the Community Beautification Fund.

Baytree
Community Development District
Exhibit " A "
Allocation of Operating Reserve

Allocation of Operating Reserves	
<u>Estimated Funds Available</u>	
Beginning Fund Balance - Fiscal Year 2018	\$119,364
Projected Fiscal Year 2018 Excess (Deficit)	<u>\$1,339</u>
Total Estimated Funds Available First Quarter Operating Reserve- 9/30/18	<u>\$120,703</u>
Rebalance First Quarter Operating - FY 19	<u>\$24,397</u>
Total First Quarter at 9/30/19	<u>\$145,100</u>

<u>Allocation of Reserves</u>	
Estimated Capital Reserve Fund Balance (Carry forward Plus New FY19 Funds)	\$113,029
Estimated Beautification Fund Balance (Carry forward Plus New FY19 Funds)	<u>\$112,146</u>
Total Reserves for Capital Projects (Start of FY19)	<u>\$225,175</u>

Baytree
Community Development District
Proposed Budget FY 2019
Capital Projects Reserve

Description	Adopted Budget FY2018	Actual thru 03/31/18	Projected Next 6 Months	Total Projected 09/30/18	Proposed Budget FY 2019
Revenues:					
Beginning Fund Balance	\$60,358	\$54,866	\$0	\$54,866	\$2,629
Transfer In - Baytree	\$8,202	\$8,202	\$0	\$8,202	\$110,000
Interest Income	\$100	\$15	\$12	\$27	\$100
Total Revenues	\$68,660	\$63,083	\$12	\$63,095	\$112,729
Expenses:					
Lake Bank Restoration/Evaluation	\$15,000	\$0	\$30,000	\$30,000	\$30,000
Sidewalk/Gutter Repair	\$12,500	\$11,097	\$0	\$11,097	\$13,000
Drainage Maintenance	\$10,000	\$0	\$3,000	\$3,000	\$10,000
Curb -Tree Trimming/Replacements	\$6,500	\$0	\$6,500	\$6,500	\$5,500
Benches	\$0	\$2,970	\$1,000	\$3,970	\$0
Tennis Court Resurfacing	\$0	\$0	\$0	\$0	\$16,200
Furniture for Pool	\$0	\$0	\$0	\$0	\$7,500
New LED Gate Arms	\$0	\$0	\$5,900	\$5,900	\$0
Rear Gate Camera System	\$0	\$0	\$0	\$0	\$4,000
Pavillion Parking	\$0	\$0	\$0	\$0	\$20,000
Total Expenses	\$44,000	\$14,067	\$46,400	\$60,467	\$106,200
Excess Revenues/(Expenditures)	\$24,660	\$49,017	(\$46,388)	\$2,629	\$6,529

Baytree CDD - Capital Improvement Program

Project Description	FY 2018	FY 2019	FY 2020	FY 2021
Lake Bank Restoration	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk /Gutter Repair	\$ 12,500	\$ 13,000	\$ 13,500	\$ 13,500
Drainage Maintenance	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
Curb - Tree Trimming/Replacements	\$ 6,500	\$ 5,500	\$ 6,500	\$ 6,500
Tennis Court Surface		\$ 16,200		
Benches	\$ 3,970			
Pool Furniture		\$ 7,500		
LED Gate Arms	\$ 3,500	\$ -		
Rear Gate Camera System		\$ 4,000		
Pavilion Parking		\$ 20,000		
Gate Operators				\$ 40,000
Total	\$ 61,470	\$ 106,200	\$ 60,000	\$ 100,000

Baytree
Community Development District
Proposed Budget FY 2019
Pavement Management

Description	Adopted Budget FY2018	Actual thru 03/31/18	Projected Next 6 Months	Total Projected 09/30/18	Proposed Budget FY 2019
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Revenues:

Beginning Fund Balance	\$103,715	\$102,628	\$0	\$102,628	\$122,359
Transfer In - Baytree	\$61,542	\$61,542	\$0	\$61,542	\$66,466
Transfer In - IOB	\$20,108	\$20,108	\$0	\$20,108	\$21,716
Interest Income	\$75	\$27	\$54	\$81	\$75

Total Revenues	\$185,440	\$184,305	\$54	\$184,359	\$210,616
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Expenses:

Roadway Paving	\$0	\$0	\$62,000	\$62,000	\$0
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Total Expenses	\$0	\$0	\$62,000	\$62,000	\$0
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Excess Revenues/(Expenditures)	\$185,440	\$184,305	(\$61,946)	\$122,359	\$210,616
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		CARRY FORWARD SPLIT	
BAYTREE		\$102,251	\$168,792
IOB		\$20,108	\$41,824
		<u>\$122,359</u>	<u>\$210,616</u>

Baytree
Community Development District
Proposed Budget FY 2019
Community Beautification

Description	Adopted Budget FY2018	Actual thru 03/31/18	Projected Next 6 Months	Total Projected 09/30/18	Proposed Budget FY 2019
Revenues:					
Beginning Fund Balance	\$23,411	\$26,760	\$0	\$26,760	\$66,878
Transfer In - Baytree	\$45,268	\$45,268	\$0	\$45,268	\$45,268
Total Revenues	\$68,679	\$72,028	\$0	\$72,028	\$112,146
Expenses:					
Bank Fees	\$36	\$150	\$0	\$150	\$150
Beautification Projects	\$0	\$0	\$5,000	\$5,000	\$0
Total Expenses	\$36	\$150	\$5,000	\$5,150	\$150
Excess Revenues/(Expenditures)	\$68,643	\$71,878	(\$5,000)	\$66,878	\$111,996

Baytree

Community Development District

O&M Assessment Calculation

	<u>FY 2018</u>	<u>FY 2019</u>	
Net Assessments	\$695,968	\$853,142	
Discounts (4%)	\$29,116	\$35,691	
Gross Assessments	<u>\$725,084</u>	<u>\$888,833</u>	
Less : Golf Course (2.25%)	\$16,314	\$19,999	
Adjusted Gross	<u>\$708,769</u>	<u>\$868,834</u>	
Assessable Units:			
Phase 1	304	304	
Phase 2	<u>157</u>	<u>157</u>	
Total	461	461	
			<u>Change From</u>
			<u>2018</u>
Per Unit O & M Assessments	<u>\$1,537.46</u>	<u>\$1,884.67</u>	<u>\$347.21</u>

FY 2018 Baytree CDD Assessments	Phase 1	Phase 2
Per Unit O & M	\$1,885	\$1,885

Isles of Baytree
Baytree Roadway Maintenance Cost Sharing Agreement
Proposed Budget FY2018

	FY19 Proposed Budget
Security	\$143,687
Maintenance - Gatehouse/Agreement	\$13,200
Telephone - Gatehouse	\$6,420
Utilities ¹	\$5,340
Maintenance - Lighting	\$250
Capital Reserve - Paving Management ²	\$21,716
Total	\$190,614
Less: Golf Course Contribution (2.25%)	(\$4,289)
Total to be assessed To Baytree CDD & Isles of Baytree HOA	\$186,325
Total Number of Lots	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	565
Total Per Lot Assessment	\$330
Total Expenses divided by Total Units	
Proposed Amount for Isles of Baytree HOA for FY19	\$34,297

Notes

Total Utilities

201 Baytree Drive Guardhouse	\$3,360
201 Baytree Drive Guardhouse - Water	\$480
8005 Kingswood Way - Street Lights	\$1,500
	\$5,340

Capital Reserve Calculation is based on the following areas:

Baytree Boulevard
National Drive
Kingswood Drive

Total Area of Pavement	89,711
IOB Shared Roadway Area	22,093
Fraction of Shared Roadways	24.63%
Total Projected FY18 Paving Management	\$88,182
IOB Shared Cost	\$21,716

SECTION C

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT FOR SECURITY SERVICES (the "Agreement"), is entered in to this 1st day of July, 2018 (the "**Effective Date**"), by and between DOTHAN SECURITY_, a Corporation authorized to do business in the State of Florida, d/b/a DSI SECURITY SERVICES, ("Contractor") whose address for purposes of this Agreement is 400 W. 11th Street, Suite C, Panama City, Florida 32401, 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 15 (fifteen) months ending September 30, 2019, 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, pavilion 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, photo identification, 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"). In addition to the Scope of Services, to the extent the same does not conflict with the Agreement and the Scope of Services, the Contractor agrees to comply with the terms, covenants, and conditions set forth in the Contractor's Proposal, dated April 24, 2018 (the "Proposal") which Proposal is attached hereto and made a party hereof as Exhibit B.

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, tablet, printer, 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.

Contractor's employees are prohibited from smoking while in uniform and on duty within the Baytree community of in the vicinity of the same.

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 \$16.14 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 (\$24.21 per hour) 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 present themselves and 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. The contractor is obligated to notify the CDD of any lapse or termination of insurance coverage within twenty four (24) hours.
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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

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 Statutes, 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 _____ as _____ of DOTHAN SECURITY, INC. d/b/a DSI SECURITY SERVICES. 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 and long pants/slacks 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, and scanning all provided identification into the computer access system. Any incidents shall be reported in the daily officer's report. Contractor shall provide at its expense all dashboard tags distribute to the visitors. These tags shall bear the Baytree logo, the name, the type of visitor, and potential length of stay. These should be paper tags. 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.

4.1.3 Contractor is required to provide all cleaning supplies needed for the maintenance of the interior of the guardhouse.

4.2 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, pavilion and tennis courts, two guard houses and regular patrols throughout the community during the hours requested by the Owner. Contractor shall also provide an officer to supervise entry into the community at the two guard houses during the hours requested by the Owner.

5. ADMINISTRATION/OPERATIONS PROGRAM

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

5.1 General

- 5.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the contractor's Services provided under this Agreement as generally outlined in this Scope of Services. This program shall implement security industry standard practices. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard "8- ½ 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

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

SECTION D

Windsor Residents

Community of Baytree

Attention: Baytree Community Development

District Supervisors

Subject: Flooding of Bradwick Way

And Ashwell Court during Hurricanes

April 30,2018

Baytree Community Development Supervisors:

During the last several hurricanes, Bradwick way and Ashwell Court streets have flooded.

Water rushed down Bradwick from the lake at the end of the street. Leaves blew off of the trees

Branches from the Oaks rolled along and the sewers on Bradwick soon filled up and overflowed.

Driveways nearby were flooded up to the garages. Water, during the last storm filled the cul-de

Sac. At the same time, water poured across the back lawns of The homes on Ashwell Court

Joining the flooding on Bradwick Way.

Homeowner Daniel Gentry and their daughter stood in knee deep water and debris during

The last hurricane and cleared the sewer which saved many homes from being flooded.

Homeowner Efrain Toro, completed the same task during previous storms.

Ladies and Gentlemen of the CDD, this is a problem which need to be resolved before this years storm season.

The following homeowners wish to have this issue addressed now

1. *Howard Deppe*
Thomas + Eileen Deppe
552 Ashwell Ct
(321) 474-7822

2. *Edward Suchma*
EDWARD SUCHMA

3. *MARIA JACOBELLI*
553 Ashwell Ct
321. 698-7673

3. *Mata Matadial*
321-752-6311
7999 Bradwick way

4. *Mata Boochhoo*
551 Ashwell Ct
321 242 7354

5. *Tracy Rudd*
7992 Bradwick Way
321-255-7673

6. *The Walters*
554 Ashwell Ct
Melbourne, FL.
321. 259-7590

7. *Drew + Dan Houtrey*
550 Ashwell Court
321. 425-0002

8. *Erin Tor*
ERIN TORO
7997 BRADWICK WAY
(321-) 795-6966

9. *Arlene Fennelly*
7989 Bradwick Way
(321) 259-6959

SECTION V

SECTION A

Baytree CDD Action Items
6/6/2018

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 Vendor Install -
3	Pool Electrical Box Improvements	Scheerer	Complete	Completion Rear Gate

Updated 5/30/18

SECTION B

SECTION 2

*This item will be provided under
separate cover*

SECTION 3

*This item will be provided under
separate cover*

SECTION VI

SECTION A

Baytree

Community Development District

Summary of Check Register

April 24, 2018 to May 30, 2018

Fund	Date	Check No.'s	Amount
General Fund	4/27/18	53180-53184	\$ 17,368.14
	5/2/18	53185-53192	\$ 3,038.16
	5/8/18	53193	\$ 6,083.62
	5/18/18	53194-53205	\$ 19,011.02
	5/21/18	53206	\$ 2,001.48
			<hr/>
			\$ 47,502.42
Capital Projects Fund	5/21/18	74	\$ 11,350.05
			<hr/>
			\$ 11,350.05
Payroll	<u>April 2018</u>		
	Carolyn E. Witcher	50392	\$ 184.70
	Gilbert M. Mills Jr	50393	\$ 184.70
	Jerome S. Darby	50394	\$ 184.70
	Richard C. Bosseler	50395	\$ 184.70
	<u>May 2018</u>		
	Richard L. Brown	50396	\$ 184.70
	Carolyn E. Witcher	50397	\$ 184.70
	Gilbert M. Mills Jr	50398	\$ 184.70
	Jerome S. Darby	50399	\$ 184.70
	Richard C. Bosseler	50400	\$ 184.70
	Richard L. Brown	50401	\$ 184.70
			<hr/>
			\$ 1,847.00
			<hr/>
			\$ 60,699.47

CHECK DATE	VEND#INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
5/02/18	00159	4/03/18 30912	201804 320-53800-34600		*	90.00	
		SECURITY 4/3/18		CHRISTOPHER LITTLE			90.00 053187
5/02/18	00198	4/24/18 31312	201804 320-53800-34600		*	90.00	
		SECURITY 4/24/18		FELICIA LABRON			90.00 053188
5/02/18	00186	4/10/18 31062	201804 320-53800-34600		*	90.00	
		SECURITY 4/10/18					
		4/20/18 31251	201804 320-53800-34600		*	90.00	
		SECURITY 4/20/18		HEATHER CIERA BIVINS			180.00 053189
5/02/18	00153	4/17/18 31208	201804 320-53800-34600		*	90.00	
		SECURITY 4/17/18					
		4/26/18 31335	201804 320-53800-34600		*	90.00	
		SECURITY 4/25/18		JOHN HANIGAN			180.00 053190
5/02/18	00135	4/13/18 31100	201804 320-53800-34600		*	90.00	
		SECURITY 4/12/18		KENT GUTTEBO			90.00 053191
5/02/18	00170	4/26/18 7872145	201804 320-53800-34500		*	2,246.16	
		SECURITY 4/20/18-4/26/18		UNIVERSAL PROTECTION SERVICE, LP			2,246.16 053192
5/08/18	00021	5/01/18 299	201805 310-51300-34000		*	3,411.50	
		MANAGEMENT FEES MAY18					
		5/01/18 299	201805 310-51300-35100		*	133.33	
		INFO TECHNOLOGY MAY18					
		5/01/18 299	201805 310-51300-51000		*	18.49	
		OFFICE SUPPLIES					
		5/01/18 299	201805 310-51300-42000		*	13.82	
		POSTAGE					
		5/01/18 299	201805 310-51300-42500		*	172.95	
		COPIES					
		5/01/18 299	201805 310-51300-49000		*	12.78	
		MISC SUPPLIES					
		5/01/18 300	201805 320-53800-34000		*	2,320.75	
		FIELD MANAGEMENT MAY18		GOVERNMENTAL MANAGEMENT SERVICES			6,083.62 053193
5/18/18	00012	5/11/18 1881470	201804 310-51300-31100		*	2,325.00	
		MEET/LAKE BANK		ATKINS			2,325.00 053194
				BAYT --BAYTREE--			
				BPEREGRINO			

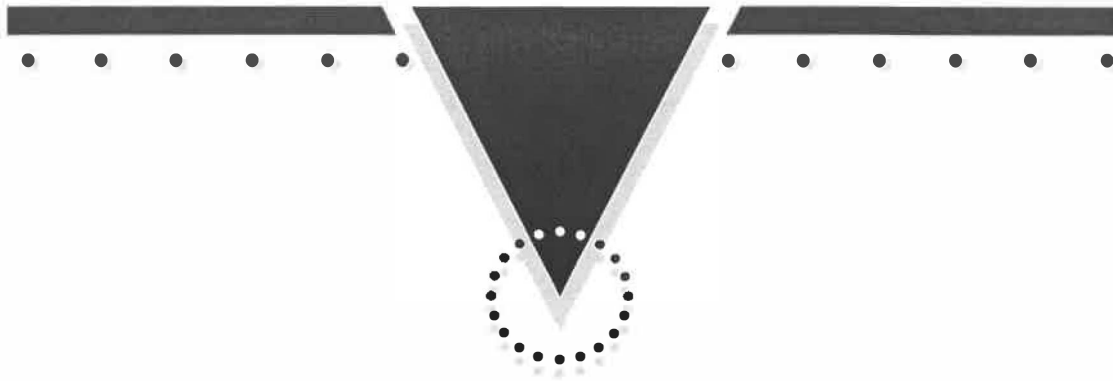
AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN	5/30/18	PAGE	4
*** CHECK DATES 04/24/2018 - 05/30/2018 ***					
BAYTREE GENERAL FUND					
BANK A BAYTREE CDD-GENERAL					

BAYT --BAYTREE-- BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/30/18 PAGE 1
*** CHECK DATES 04/24/2018 - 05/30/2018 *** BAYTREE CAPITAL PROJECTS
BANK B BAYTREE CDD-RESERVE

BAYT --BAYTREE-- BPEREGRINO

SECTION B



Baytree

Community Development District

Unaudited Financial Reporting
April 30, 2018



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Capital Reserves Fund
5	Pavement Management Fund
6	Community Beautification Fund
7	Pavillion Project Fund
8-9	Month to Month
10	Assessment Receipt Schedule

Baytree
Community Development District
Combined Balance Sheet
April 30, 2018

	General Fund	Capital Projects Fund	Pavillion Project	Totals (Memorandum Only) 2018
<u>Assets:</u>				
<u>Cash:</u>				
Wells Fargo	\$337,831	---	---	\$337,831
SunTrust - Capital Reserves	---	\$49,019	---	\$49,019
SunTrust - Pavement Management	---	\$184,313	---	\$184,313
Regions - Community Beautification	---	\$71,878	---	\$71,878
Suntrust - Pavillion Project	---	---	\$90,006	\$90,006
<u>Investments:</u>				
Custody	\$1,025	---	---	\$1,025
Total Assets	\$338,855	\$305,210	\$90,006	\$734,071
<u>Liabilities:</u>				
Accounts Payable	\$9,318	---	---	\$9,318
<u>Fund Balances:</u>				
Assigned	---	\$49,019	---	\$49,019
Assigned	---	\$184,313	---	\$184,313
Assigned	---	\$71,878	\$90,006	\$71,878
Unassigned	\$329,537	---	---	\$329,537
Total Liabilities and Fund Equity & Other Credits	\$338,855	\$305,210	\$90,006	\$644,065

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

	Adopted Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
Revenues:				
Maintenance Assessments	\$695,968	\$695,968	\$687,419	(\$8,549)
Interest Income - Investments	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$29,502	\$7,375	\$15,938	\$8,563
Miscellaneous Income	\$4,000	\$2,333	\$2,513	\$180
Total Revenues	\$729,470	\$705,677	\$705,872	\$195

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$4,667	\$2,400	\$2,267
FICA Expense	\$612	\$357	\$184	\$173
Engineering	\$25,000	\$14,583	\$9,075	\$5,509
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$10,354	\$10,485	(\$131)
Annual Audit	\$3,300	\$0	\$0	\$0
Management Fees	\$40,938	\$23,881	\$23,881	\$0
Information Technology	\$1,600	\$933	\$933	\$0
Telephone	\$150	\$88	\$0	\$88
Postage	\$1,500	\$875	\$512	\$363
Insurance	\$13,800	\$13,800	\$12,547	\$1,253
Tax Collector Fee	\$13,980	\$13,980	\$13,962	\$18
Printing & Binding	\$1,700	\$992	\$437	\$554
Legal Advertising	\$1,200	\$700	\$0	\$700
Other Current Charges	\$1,700	\$992	\$537	\$454
Office Supplies	\$200	\$117	\$97	\$20
Property Taxes	\$250	\$250	\$228	\$22
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$139,589	\$94,477	\$83,187	\$11,289

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

	Adopted Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$119,566	\$69,747	\$67,806	\$1,941
Security - Speed Control	\$10,296	\$6,006	\$3,564	\$2,442
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$10,000	\$5,833	\$12,479	(\$6,646)
Telephone - Gate House/Pool	\$7,500	\$4,375	\$3,624	\$751
Transponders	\$4,500	\$4,015	\$4,015	\$0
Field Management Fees	\$27,849	\$16,245	\$16,245	\$0
Electric	\$55,000	\$32,083	\$29,512	\$2,572
Water & Sewer	\$6,200	\$3,617	\$5,294	(\$1,677)
Gas	\$6,800	\$3,967	\$6,607	(\$2,640)
Maintenance - Lakes	\$36,600	\$21,350	\$17,941	\$3,409
Maintenance - Landscape Contract	\$90,000	\$52,500	\$52,500	\$0
Maintenance - Additional Landscape	\$19,000	\$11,083	\$30,850	(\$19,767)
Maintenance - Pool	\$17,000	\$9,917	\$6,736	\$3,181
Maintenance - Irrigation	\$6,000	\$3,500	\$5,890	(\$2,390)
Maintenance - Lighting	\$9,000	\$5,250	\$2,507	\$2,743
Maintenance - Monuments	\$6,000	\$3,500	\$725	\$2,775
Maintenance - Other Field (R&M General)	\$4,000	\$2,333	\$2,373	(\$40)
Maintenance - Playground	\$500	\$292	\$0	\$292
Maintenance - Tennis Court Area	\$1,000	\$583	\$1,060	(\$477)
Holiday Landscape Lighting	\$4,000	\$4,000	\$4,116	(\$116)
Operating Supplies	\$750	\$438	\$0	\$438
Sidewalk/Curb Cleaning	\$11,000	\$6,417	\$1,700	\$4,717
Miscellaneous	\$1,000	\$583	\$748	(\$165)
Total Operation and Maintenance	\$454,761	\$268,834	\$277,392	(\$8,558)
<u>Reserves</u>				
Transfer Out - Capital Projects - Paving Baytree	\$61,542	\$61,542	\$61,542	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$20,108	\$20,108	\$20,108	\$0
Transfer Out - Reserves	\$8,202	\$8,202	\$8,202	\$0
Transfer Out - Community Beautification Fund	\$45,268	\$45,268	\$45,268	\$0
Total Reserves	\$135,120	\$135,120	\$135,120	\$0
Total Expenditures	\$729,470		\$495,699	
Excess Revenues (Expenditures)	\$0		\$210,173	
Fund Balance - Beginning	\$0		\$119,364	
Fund Balance - Ending	(\$0)		\$329,537	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending April 30, 2018

	Adopted Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
Revenues:				
Transfer In	\$8,202	\$8,202	\$8,202	\$0
Interest Income	\$100	\$58	\$17	(\$41)
Total Revenues	\$8,302	\$8,260	\$8,219	(\$41)
Expenditures:				
Lake Bank Restoration	\$15,000	\$8,750	\$0	\$8,750
Sidewalk/Gutter Repair	\$12,500	\$7,292	\$11,097	(\$3,805)
Drainage Maintenance	\$10,000	\$5,833	\$0	\$5,833
Curb - Tree Trimming/Replacements	\$6,500	\$3,792	\$0	\$3,792
Benches	\$0	\$0	\$2,970	(\$2,970)
Total Expenditures	\$44,000	\$25,667	\$14,067	\$11,600
Excess Revenues (Expenditures)	(\$35,698)		(\$5,848)	
Fund Balance - Beginning	\$60,358		\$54,866	
Fund Balance - Ending	\$24,660		\$49,019	

Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending April 30, 2018

	Adopted Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
Revenues:				
Transfer In - Baytree	\$61,542	\$61,542	\$61,542	\$0
Transfer In - IOB	\$20,108	\$20,108	\$20,108	\$0
Interest Income	\$75	\$44	\$35	(\$9)
Total Revenues	\$81,725	\$81,694	\$81,685	(\$9)
Expenditures:				
Roadway Paving	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$81,725		\$81,685	
Fund Balance - Beginning	\$103,715		\$102,628	
Fund Balance - Ending	\$185,440		\$184,313	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending April 30, 2018

	Adopted Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
<u>Revenues:</u>				
Transfer In	\$45,268	\$45,268	\$45,268	\$0
Total Revenues	\$45,268	\$45,268	\$45,268	\$0
<u>Expenditures:</u>				
Bank Fees	\$36	\$36	\$150	(\$114)
Total Expenditures	\$36	\$36	\$150	(\$114)
Excess Revenues (Expenditures)	\$45,232		\$45,118	
Fund Balance - Beginning	\$23,411		\$26,760	
Fund Balance - Ending	\$68,643		\$71,878	

Baytree
Community Development District
Pavillion Project
Summary of Revenues & Expenditures
For The Period Ending April 30, 2018

	Proposed Budget	Prorated Budget Thru 04/30/18	Actual Thru 04/30/18	Variance
<u>Revenues:</u>				
Baytree BCA Funding	\$0	\$0	\$100,000	\$100,000
Total Revenues	\$0	\$0	\$100,000	\$100,000
<u>Expenditures:</u>				
Pavillion	\$0	\$0	\$9,994	(\$9,994)
Total Expenditures	\$0	\$0	\$9,994	(\$9,994)
Excess Revenues (Expenditures)	\$0		\$90,006	
Fund Balance - Beginning	\$23,411		\$0	
Fund Balance - Ending	\$23,411		\$90,006	

**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	\$25,987	\$22,875	\$3,044	\$16,477	\$0	\$0	\$0	\$0	\$0	\$687,419
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	\$8,563	\$0	\$7,375	\$0	\$0	\$0	\$0	\$0	\$0	\$15,938
Miscellaneous Income	\$346	\$290	\$420	\$189	\$500	\$482	\$286	\$0	\$0	\$0	\$0	\$0	\$2,513
Total Revenues	\$346	\$127,952	\$491,795	\$34,739	\$23,375	\$10,901	\$16,763	\$0	\$0	\$0	\$0	\$0	\$705,872
Expenditures:													
Administrative													
Supervisor Fees	\$800	\$0	\$0	\$0	\$800	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$2,400
FICA Expense	\$61	\$0	\$0	\$0	\$61	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$184
Engineering	\$2,403	\$465	\$0	\$0	\$2,403	\$1,480	\$2,325	\$0	\$0	\$0	\$0	\$0	\$9,075
Attorney Fees	\$2,768	\$743	\$585	\$1,215	\$2,948	\$2,228	\$0	\$0	\$0	\$0	\$0	\$0	\$10,485
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	\$3,412	\$3,412	\$0	\$0	\$0	\$0	\$0	\$23,881
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$933
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$20	\$14	\$14	\$143	\$46	\$126	\$149	\$0	\$0	\$0	\$0	\$0	\$512
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	\$43	\$101	\$0	\$0	\$0	\$0	\$0	\$437
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$63	\$99	\$61	\$76	\$81	\$88	\$70	\$0	\$0	\$0	\$0	\$0	\$537
Office Supplies	\$23	\$24	\$1	\$1	\$24	\$1	\$23	\$0	\$0	\$0	\$0	\$0	\$97
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	\$10,291	\$7,510	\$7,075	\$0	\$0	\$0	\$0	\$0	\$83,187

**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	\$9,787	\$9,306	\$9,820	\$9,626	\$0	\$0	\$0	\$0	\$0	\$67,806
Security - Speed Control	\$792	\$594	\$0	\$891	\$495	\$0	\$792	\$0	\$0	\$0	\$0	\$0	\$3,564
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	\$4,501	\$2,116	\$0	\$0	\$0	\$0	\$0	\$12,479
Telephone - Gate House/Pool	\$563	\$566	\$605	\$416	\$490	\$492	\$492	\$0	\$0	\$0	\$0	\$0	\$3,624
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	\$2,321	\$2,321	\$0	\$0	\$0	\$0	\$0	\$16,245
Electric	\$4,114	\$4,103	\$4,306	\$4,435	\$4,267	\$4,086	\$4,201	\$0	\$0	\$0	\$0	\$0	\$29,512
Water & Sewer	\$653	\$760	\$626	\$48	\$2,013	\$504	\$691	\$0	\$0	\$0	\$0	\$0	\$5,294
Gas	\$97	\$467	\$906	\$1,490	\$1,695	\$806	\$1,146	\$0	\$0	\$0	\$0	\$0	\$6,607
Maintenance - Lakes	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$0	\$0	\$0	\$0	\$0	\$17,941
Maintenance - Landscape Contract	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$0	\$0	\$0	\$0	\$52,500
Maintenance - Additional Landscape	\$12,550	\$825	\$1,125	\$16,100	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$30,850
Maintenance - Pool	\$1,124	\$1,300	\$625	\$873	\$914	\$987	\$914	\$0	\$0	\$0	\$0	\$0	\$6,736
Maintenance - Irrigation	\$1,970	\$0	\$1,740	\$0	\$0	\$0	\$2,180	\$0	\$0	\$0	\$0	\$0	\$5,890
Maintenance - Lighting	\$478	\$244	\$0	\$0	\$0	\$1,786	\$0	\$0	\$0	\$0	\$0	\$0	\$2,507
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$0	\$0	\$725	\$0	\$0	\$0	\$0	\$0	\$725
Maintenance - Other Field (R&M General)	\$1,389	\$317	\$89	\$89	\$312	\$89	\$89	\$0	\$0	\$0	\$0	\$0	\$2,373
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	\$157	\$144	\$0	\$0	\$0	\$0	\$0	\$0	\$748

Total Field

\$47,892	\$38,920	\$36,959	\$50,391	\$31,975	\$36,048	\$35,206	\$0	\$0	\$0	\$0	\$0	\$0	\$277,392
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Reserves:

Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$61,542	\$0	\$0	\$0	\$0	\$0	\$0	\$61,542
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$0	\$20,108	\$0	\$0	\$0	\$0	\$0	\$0	\$20,108
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$8,202	\$0	\$0	\$0	\$0	\$0	\$0	\$8,202
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$45,268	\$0	\$0	\$0	\$0	\$0	\$0	\$45,268

Total Reserves

\$0	\$0	\$0	\$0	\$0	\$135,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$135,120
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Total Expenditures

\$77,735	\$58,202	\$41,167	\$55,370	\$42,266	\$178,678	\$42,281	\$0	\$0	\$0	\$0	\$0	\$0	\$495,699
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Excess Revenues (Expenditures)

(\$77,389)	\$69,750	\$450,629	(\$20,631)	(\$18,891)	(\$167,777)	(\$25,518)	\$0	\$0	\$0	\$0	\$0	\$0	\$210,173
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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
4/12/18	ACH	\$ 16,476.75	\$ -	\$ -	\$ 16,476.75
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Totals		\$ 714,320.86	\$ 27,180.06	\$ 278.57	\$ 687,419.37

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

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

4/12/2018 Distribution has postage expense of \$.96