

*Baytree Community
Development District*

Agenda

October 4, 2017

AGENDA

Baytree

Community Development District

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

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

September 27, 2017

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, October 4, 2017 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 August 2, 2017 Meeting
4. New Business
 - A. Discussion of Suntree Lake Bank Project
 - B. Discussion of RFP Scope for Security Services
 - C. Discussion of Proposal from Holiday Lightscares to Provide Holiday Lighting
 - D. Discussion of Tree Policy
 - E. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2017
5. CDD Action Items/Staff Reports
 - A. CDD Action Items/Potential CIP Projects
 - B. Additional Staff Reports
 - i. Attorney
 1. Presentation of 2017 Legislative Session
 - ii. Engineer
 - 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. Organizational Matters
 - A. Acceptance of Resignation of Maria Hernandez
 - B. Discussion of Board Vacancy
8. Supervisor's Requests

9. Public Comment Period
10. Adjournment

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

The third order of business is the approval of the minutes of the August 2, 2017 meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A is the discussion of the Suntime lake bank. A proposal from Tropic-Care and project map are enclosed for your review. Section B is the discussion of the RFP scope for security services. The proposed proposal package is enclosed for your review. Section C is the discussion of the proposal from Holiday Lightsapes to provide holiday lighting. A copy of the proposal is enclosed for your review. Section D is the discussion of the tree policy. The recommendations and current policy (Resolution 2013-01) are enclosed for your review. Section E is the consideration of agreement with Grau & Associates to provide auditing services for the Fiscal Year 2017. A copy of the agreement is enclosed for your review.

The fifth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items and potential CIP projects enclosed for your review. Section 1 of Staff Reports is the Attorney's Report. Sub-section 1 is the presentation of the 2017 legislative session. The memorandum is enclosed for your review. Section 3 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that will be provided under separate cover.

The 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

1

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, August 2, 2017 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Carol Witcher	Chairman
Edward Rizzotti	Vice Chairman
Maria Hernandez	Supervisor
Melvin Mills	Supervisor
Richard Bosseler	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Christian Ossa	District Engineer
Alan Scheerer	Field Operations Manager
Brenda Nichols	Universal Protection Services
Janice Hill	BCA
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: Ms. Nichols from the Security Company is here to present the Security Report.

Ms. Nichols: We replaced the gate system vendor in the gatehouse. All of the residents were uploaded. Guests and visitors are being input overnight. The system is up and running and we have no issues with it. Are there any questions?

Mr. Mills: I hate to bring up old business, but I have noticed, since Barb has been gone, during the day if you do not call the guardhouse and tell them that someone is coming in, they don't call you back. They let the vendors in. In fact, I don't see any of them, at this current time, trying to detain people. Not stop them, but try to make sure that they are coming into the gate legally.

Ms. Nichols: Okay.

Mr. Mills: In the past, even though we have to let them in, we always try to ask questions to let them know that they aren't welcome. If it continues the way it is now, we don't need a Security Company.

Ms. Nichols: I will address this.

Ms. Wagner: Joanne Wagner, Isles of Baytree. I agree. When people are going in and out, the guard always wrote on his tablet, where my address was. Now, they don't do anything. They just say, "Okay, that's fine" and lets me in.

Mr. Brown: Rick Brown, 8023 Old Tramway Drive. Is now the time to bring up the transfer of the bar? I have 47 members from The Hamlet that are up in arms about this whole thing. I told them that I would bring it up.

Mr. Showe: It's up to the Board if you want to entertain that discussion at this point or not, as far as residents who want to bring the bar back.

Ms. Hernandez: We could discuss it later. I've been down there quite a few times and watched. I have not had a single problem with what Mel mentioned. I have seen the guards ask people where they are going and take their license plate. To my knowledge, it looks like they are doing a good job. They don't stop and chat with the people for a long time. They do their job and take down the driver's information. Unless they are doing it differently when I'm there, I don't know. I have not seen them do anything.

Ms. Nichols: I was in the gatehouse for about 35 minutes and he logged everyone in and got license plates.

Mr. Mills: I had a contractor come on Monday and I purposely did not call the gate.

Ms. Nichols: He did not call you?

Mr. Mills: He did not call me.

Ms. Nichols: Okay.

Mr. Mills: On Tuesday, I had another vendor come in and I did exactly the same thing.

Ms. Hernandez: I totally agree for the same issue.

Ms. Witcher: Legally, you cannot stop them from coming in.

Ms. Nichols: They should be calling the resident if a vendor is there. I will impress on that.

Mr. Jean: Leonard Jean, Linford Court. Most of you know that I come to virtually every meeting, but I wasn't able to attend the last meeting. I vigorously defended Barbara, but I found out that the main reason for removing Barbara, was because a certain doctor called a couple of times and insisted that she be removed. I do not feel that any resident should be directing any of our vendors. That is the job of the Management Company and the Board. I suggest that the Board establish that as a rule. You don't want a resident convincing the pool management to change the pool temperature, or to convince Tropic-Care to do or not do something that you instruct them to do. I think that should be a policy. There may be very few extenuating circumstances. I don't like that one resident affects something here.

Mr. Showe: To the best of my knowledge, that's not what happened in this case.

Ms. Hernandez: It wasn't.

Mr. Jean: My wife called and asked why Barbara was removed, and the response was that a doctor kept complaining.

Ms. Hernandez: She didn't talk to me.

Mr. Jean: What are you expecting of your officers? Are they allowed to smoke?

Ms. Nichols: I talked to two people from this community about Barbara. They called me. My response to both of them was that Barbara was removed because of the complaints that we had of her not calling owners when visitors came in.

Mr. Mills: In the past, the rule was that the resident calls the front gate when they are expecting an individual or vendor, and if not, then we were supposed to leave a message on their answering machine. That has not happened.

Ms. Nichols: I apologize. It will be done.

Ms. Witcher: I complained at three or four different meetings about what Barbara was doing. I would call to say that someone was coming and then she wouldn't let them in. She argued with them. These were vendors that I had for 20 years. She would argue with them and turn them away. Then they would go outside and call me to tell her to let them in.

Ms. Nichols: I spoke to Barbara. One of the biggest issues we had was when guests came to the gatehouse, she would have the guest call the resident to get permission to come in, and then tell the guest to call the gatehouse. There were numerous complaints.

Ms. Hernandez: Residents can put their vendors name on a list. If that vendors name is on the list, the guards are going to let them through, because if they had to call every single time a vendor went through, you would never get in the gate.

Ms. Nichols: You have a call list and non-call list. Residents need to make sure that the lists are updated, so that we can get it updated in the system. If their name is not on that list, they should be calling the numbers.

Mr. Showe: Just to clarify, the role that the Board and staff had in the process, is whenever we get complaints about a guard not following protocol, regardless of who that guard is, we try to get as much information as we can and deal directly with the vendor. Those guards are the vendor's employee, so it is up to them to handle those employees in whatever manner they see fit. Our role as a Board and Management, is to make sure that the contract we have is adhered to. It's the vendor's job to staff the site in a way that they feel most addresses those concerns or the requirements of the contract.

Ms. Witcher: I've received a few compliments about the guards at the gate. If there is a situation, like Mel mentioned, maybe they could review that, or maybe Mel could put his vendor's name on the list, so they don't have to check them every time.

Mr. Mills: This wasn't an everyday vendor. This was a once-a-week vendor.

Ms. Seaton: Veronica Seaton, 606 Deerhurst Drive. Regarding Barbara, we forget to call the gate that someone is coming, and Barbara called us to confirm that they were here before she let them in. She educated people on what should be done. She was very helpful in that respect. I don't see why she should've been removed because she showed us what to do.

Mr. Seaton: Marcus Seaton, 606 Deerhurst Drive. I'm a bit confused as to whether all of the guards manning the gate are following the same directive. I just heard a gentleman say that he purposely did not call the gate and the vendor came straight in, whereas we are supposed to phone the gate to let the vendor in. What are the guards told, are all of them following the same guidelines, and are they expecting us to phone the gate before they let the vendor in?

Ms. Nichols: Did you have them on your no call list? Their name will come up. They get their name, Driver's License and let them through. If it's a vendor on the no call list, the

same procedure is followed. If a guest is not on your list, the guards will get their name, address of where they are going and call the owners to get their information. Then they sign them in and open the gate.

Mr. Seaton: If the owner refuses, do they still let them in?

Ms. Nichols: No.

Mr. Ossa: That's not accurate. The gates are public; therefore, we can't deny access.

Ms. Nichols: If a guy came up to the gate and asked to drive through the community, they come through. We cannot stop them. We can take their name and tag number. If they call for a specific owner and they are not on the no call list, and we call and don't get an answer, we don't let them in.

Mr. Seaton: That's what I wanted to know.

Mr. Huot: Wayne Huot, 8012 Old Tramway Drive. Is access public?

Mr. Showe: Those are public roads, so access cannot be denied to anyone.

Mr. Ossa: Even if the homeowners are not home, if they want to get into the community, we can't deny access.

Resident: That's a problem. Why do we have a guard?

Mr. Huot: When we bought the house in February, it was under contract. Before we left to go back to New England, we wanted to take a picture. We were told that we were not allowed to come in. I travel all over the world and I would rather have hard access to that gate for security, than anything else.

Ms. Hernandez: Would you discuss the legalities?

Mr. Pawelczyk: The legalities are exactly as Jason described it. It's a public road. The roads were built and constructed using public dollars. Unfortunately, they are your dollars. They are basically your assessment dollars. The homes were built and paid for with tax exempt bonds and the roads are owned by the CDD, which is a public entity. Therefore, we cannot prohibit access. You can reasonably restrict access, which is what we are doing. When I come to the gate, they should ask for my name and Driver's License. I can show my Driver's License and they can ask me where I'm going, what address I'm going to and take my picture. They could tell me that I'm not on the list and if I say that I still want to come in, they have to open the gate. It's no different than any public area. Most of Post Orders have been in place since I have been District Counsel, unless someone changed them.

Ms. Morgan: I want to address public through-ways. The bonds have been paid off. I would like to know the process for us to change the public access to private and for us to explore it, because maybe it is what the neighborhood wants. I would like to know if there is a way so we can free of minds of people just having free access to our neighborhood when we don't want it. I would like to ask the CDD Board and District Counsel to look into the process. Most of us bought into a community that we thought was gated. We liked that there was a person at the gate and that is wasn't a push button gate or a gate that was open, so that anyone could come in. Even though people can come into this gate, they technically have business here. We don't like the idea that other people can come in. We have had home and attempted robberies over the past few years, and we would like to feel safer about our homes than what we are experiencing. I would really like the CDD Board to take another look at that and see what we need to do to make our community safer. I live next door to a home that was broken into, after the owners had left for a doctor's appointment. They entered through the garage door. As soon as we opened the kitchen door, they ran away. That was shattering to us. We bought into Baytree thinking that it was a safe and secure community because access was through a gate. I would really appreciate if you would look into having limited access.

Mr. Showe: I think Mike has some feedback.

Mr. Pawelczyk: Access is limited. My experience is with Districts and public roads. Even if they are City roads, there are soft gates. Cities will use them for their wealthier neighborhoods. You can just pull up the gate and it opens. That's not what you have. You have a gate and if the guard is doing his or her job and asking the right questions, that's the first person that the police are going to go to. When responding to an incident, they should go to each of those gates and see who checked in. If the person who robbed your neighbor's house came by vehicle, that information is written down on a piece of paper. Otherwise they walk through the community or they live here.

Ms. Wagner: They tailgated through the back gate.

Mr. Pawelczyk: There's a camera.

Mr. Ossa: If that's the case, the camera catches your license plate.

Mr. Pawelczyk: If the Board wants me to look at that, I can spend my time doing that, but for now the roads are public and are owned by the District. It's a soft gate. I have Districts where you pull up to the gate and the gate just opens. It's a perception, whereas this one, we've

taken it further and you as homeowners spent more money to make sure that two of the gates have an onsite guard, 24 hours a day and the other one is supposedly restricted to residents only. It's up to the Board.

Ms. Hernandez: Jason needs to provide video to the Sheriff's Office.

Mr. Showe: Absolutely. If the police ever ask, we can provide them every little bit of information that we have for occurrences.

Ms. Hernandez: We take pictures at the gates, so we have films of people coming in and out, and those can be provided when we have a problem. The major problem is when the developer built this community, he took out too many bonds for Baytree Drive. Baytree Drive is a public road. There's nothing that we can do about that to my knowledge.

Mr. Pawelczyk: You have the golf course. If someone says that they want to go to the golf course, the agreement that you have with the golf course is you have to let them in. So, they are going to do the same thing, whether it's a hard or a soft gate. If I'm coming in and I can't get in because it's a hard gate, I will just say that I'm going to the golf course.

Ms. Wagner: Who owns the gates?

Mr. Pawelczyk: The CDD.

Ms. Wagner: We pay the taxes for the CDD. Does anyone else in Brevard County pay for the CDD?

Ms. Witcher: Yes, if they are part of the CDD. Viera is also a CDD.

Ms. Wagner: We pay the taxes that cover the cost of the CDD.

Mr. Pawelczyk: No tax dollars are used for the CDD. You have a line item for non-ad-valorem special assessments. They are not taxes.

Ms. Wagner: It is essentially a tax, so we pay for the CDD. It seems like the CDD should do what we want it to do.

Mr. Showe: I think the Attorney is telling you what the District is legally allowed to do.

Ms. Hernandez: We don't like it either, but that's the law.

Ms. Wagner: Jason, I realize what you are saying, but, everything can be changed. There is nothing that cannot be changed. If this is the will of the community, they can explore it and come back.

A Resident: I was at Heritage Isles yesterday. They have gates. The car in front of us was denied entry and the driver was mad, because nobody called in and they could not reach the owner. He had to turn around.

Mr. Showe: I believe that those are private roads.

Mr. Bosseler: Its different when you have a private road.

Mr. Mills: I would like to see somebody at the front gate, whether its daytime, from 4:00 a.m. to 11:00 a.m., or 11:00 a.m. to 7:00 p.m. I purchased a brand-new car the other day and entered the gate at about 4:30 p.m. I never met this guard, so I pulled down my window and said, "I'm Melvin Mills and I live at 8200 Compton Way." They said, "No problem Mr. Mills" and opened the gate. They never checked my Driver's License or verified that I was a resident of Baytree, and that continues to happen.

Ms. Hernandez: They usually check your license.

Mr. Pawelczyk: That's my point. If the guards are doing their job, the soft gate that you have here, with the camera system, does everything that a hard gate does, other than completely restrict access to those that aren't on a list. It provides the deterrent and all of the information, because if someone is coming in here in a vehicle and provided all of that information, they are going to have to be a pretty dumb criminal to rob a home after they have all of that information recorded. Home robberies occur where there are staffed gates because it's either kids in the community, or people in your community, or they walk in from a neighboring community. You also have a Cost Sharing Agreement with the Isles of Baytree, where they pay us a certain sum of money each year for the upkeep of the road, which is not taxed. It's just part of the budget process. The agreement provides for maintenance of the roads, for their use of your CDD roads. I think if the Post Orders are followed, we would have to go through that expense of trying to make your gates private. You also have to look at how to do it in this situation, if the Board so directs. If you do decide to do it, you no longer have the ability to finance on a low interest rate, long-term basis. For the milling and resurfacing of your roads, I know that HOAs have a very difficult time getting more than a five-year loan, but for this community, I don't think that would be as much of an issue. While the CDD is getting 3.5% to 4.5% interest rates, the HOA is going to 6.5% to 7% interest rates, but the CDD could spread it over time. You also would have to insure those roads for damage that occurs. We have sovereign immunity, so our insurance rates

are much lower than the BCA, in this case. I think there are a lot of factors that you have to look at, if that is what the Board wanted to do.

Mr. Mills: It took a long time to get the guards to the point where they were actually trying to restrict people, so they would say, "If I have to go through all of this trouble, I don't even want to go in there". If they demand access, we have to let them in. I understand that, but they are NOT following through and saying, "Prove to me that you are a resident of Baytree. Prove to me that you have a golf pass. Prove to me that you are going to play golf".

Mr. Pawelczyk: That's what you really need.

Mr. Mills: That's exactly what those guards need to do, especially from morning, all the way to the next morning. They are not doing it, because it happened to me.

Mr. Seaton: The reason why most residents are up in arms is because Barbara was doing that. A lot of guards are not doing that. The guard at the gate, doesn't know me. I said, "I'm Marcus Seaton and I live at 606 Deerhurst Drive", and before I could finish speaking, he pressed the button and opened the gate. I feel that was wrong.

Mr. Pawelczyk: To follow up on what this gentleman is saying, I've come through the visitor's gate for many years, and there's rarely somebody behind me when I come in at this time of day. As a visitor, I expect to be asked questions, just like you are saying. You expect to give your Driver's License. If the gates are 10 cars deep, the guard is going to speed up. Why? Because typical Post Orders require the guard to speed up to get people in and out and will get more limited information. At least now, there's no reason that you can't ask for my Driver's License and which address I'm going to. If they ask for my name and where I am going, I tell them that I am going to the Clubhouse for the CDD meeting and my name is Michael Pawelczyk. I spell my last name and they let me in. They don't know that my name is Michael Pawelczyk. If that's in the Post Orders, that's fine, but what I'm saying is that could be strengthened slightly, if that's the way that the Board wants to go for security.

Ms. Schoonmaker: Along the same lines, if someone is on the list and they come in and say, "I am Joe Shmo and I'm going to see the Schoonmakers at 403 Berwick Way", are they going to now take advantage of me being on the list by making them provide their Driver's License?

Mr. Showe: The process is that they are supposed to check to see if you are on the list. If you are on the list, they are supposed to write your information down on their log and let you go through.

Ms. Schoonmaker: How do they know that I'm Joe Shmo?

Mr. Showe: They are supposed be asking for Driver's Licenses.

Ms. Schoonmaker: Do I legally have to give my Driver's License to a guard?

Mr. Pawelczyk: Absolutely not.

Ms. Schoonmaker: That's the point that I need clarity on.

Mr. Pawelczyk: If someone refused to provide their Driver's License, the guard puts on the sheet, "refused to give Driver's License" before they open the gate. Where's the first place they are going to look if something happens? They are going to look at the list and the Cop is going to say, "Oh, they refused to give their Driver's License". Then they are going to pull the camera to see the plate, license, make and model of the car.

Mr. Mills: Have the guards received the Post Orders to read?

Ms. Nichols: Yes. There's a copy in the gatehouse.

Mr. Ossa: One of the suggestions that we may want to make is, because there was a transition in guards, we could set up an onsite meeting with Brenda and her team, Jason and me, to go through the Post Orders with the daytime Supervisor, do some follow-up, scrutinize it more closely and try to get them to the level of satisfaction that the residents here want. We have a good understanding of what you want. We have been involved with development of those Post Orders. We will get together with everybody, perhaps as early as next Monday, run through the process, see what we can do to get it straightened out and continue to monitor that going forward. That's just one suggestion that I would make.

Mr. Breitner: Art Breitner, 8042 Kingswood Way. I'm listening to everyone's comments and understand what people are saying and some of the concerns. I think that we have to speak to these guards, but before we do that, we should prepare a document, specifically explaining what we expect the guards to do in these situations.

Mr. Ossa: We already did that. I just asked for the Post Orders.

Mr. Breitner: If somebody drives me back into Baytree, and I am a passenger, when I roll down the window, is the guard supposed to ask me for my Driver's License?

Mr. Mills: I would think so, to prove that you are a Baytree resident. You are recommending that we tighten up the Post Orders.

Mr. Breitner: How do we do that?

Mr. Pawelczyk: The Post Orders would be 12 pages long. If I am a guard and you come in with somebody else, and you say that you are a resident, I don't care who is driving the car. I am going to ask for your Driver's License to prove that you live at 802 Bradwick Way.

Mr. Breitner: That's all I'm asking for. You can do the opposite and let everyone else decide what they are going to do. Let each guard decide.

Mr. Pawelczyk: No I'm not saying that. I'm saying that the Post Orders should indicate that if they are a resident and they are going through the visitor lane, they should show a Driver's License to prove that they live there. That solves your problem right away. The Post Orders are usually no more than two pages long.

Mr. Showe: Our contract spells out exactly what we want as a District. It is typically the contractor's job to develop the Post Orders that comply with the contract that we have.

Mr. Pawelczyk: That is correct.

Ms. Hernandez: I think you are going to have to review all of the Post Orders with the guards.

Mr. Pawelczyk: We can go through it with them. In fairness, the Post Orders have not been brought back to the Board in seven years. We like the Post Orders because it is a security document. It's not necessarily a public record or a record that is subject to disclosure.

Mr. Darby: Jerry Darby, 1123 Balmoral Way. You can do it through the BCA newsletter. If we are going to enhance the enforcement in some way, residents have to be aware of the Post Orders.

Mr. Ossa: I suggest that we look at the current situation and revisit that with the security staff and their team, to make sure that they know what they are currently contracted to do, so there's no misunderstanding as to what's expected of them. Perhaps if there are any additions or changes, like Mike said, it's been seven years, and maybe we should bring that back at some point, let everybody review the documents and have some input with the Board, just to get everybody on the same page.

Mr. Darby: We need one more thing to make this safe. Right now, I can say that I'm going to play golf, and they will say okay and allow me to drive through. Now you and I don't know if they ever go to the golf club.

Mr. Pawelczyk: Correct.

Mr. Darby: As a matter of fact, recently we've seen people walking down the street and nothing happens. I think you have to consider a way to keep these people out. That's what we've quietly been doing.

Mr. Ossa: Do you mean foot traffic, people walking in and out of the community?

Mr. Darby: Yes. For a couple of days, there were two or three of them.

Mr. Ossa: There's no difference than people riding their bicycles through the neighborhood.

Ms. Hernandez: Would you address that Michael?

Mr. Pawelczyk: You are not a "per se" gated community and can't keep people from walking.

Mr. Ossa: You can have pedestrian gates towards the back or at the front gate that would require a key fob to get in. It's a wide-open sidewalk, so if you want to ride your bicycle into the neighborhood, off you go.

Mr. Brown: Regarding the golf course, there are computer systems that the golf course and the CDD could have that could interface. If I have a tee time at the golf course, and I drive into the front gate, show my Driver's License and I say that I'm Richard Brown and I'm playing golf at 8:30 A.M., they would type my name into their computer, which ties into the golf course. If you want to see an example of that, go down to South Florida to a community called Parkland. There is a public golf course that has a gate with a guard in it. You have to show your Driver's License. They are tied into the golf course's computer system. Do we have a camera at the front gate that take pictures of drivers?

Mr. Showe: We don't have one that specifically takes pictures of the driver, but we get the make, model and license plate of the vehicle.

Mr. Ossa: It's an overview camera that takes pictures of the front as the cars come in, but as they go through, you can scan the license plate, which is what the Police wants.

Mr. Showe: However, we don't get pictures of people's faces.

Ms. Witcher: If I'm not mistaken, we can get the golf course reservations. Sometimes you don't have the names. You don't want to deny them to come in because they are going to the golf course.

Mr. Brown: A lot of times people come down here to play and don't have a reservation.

Mr. Showe: If they go through Golf Now, they may not be in the golf system.

Ms. Morgan: Joy Morgan, Saddleworth. My neighborhood has 34 homes and I had a homeowner who had an issue where a contractor was not allowed in and they had to call the gate. If we only had one or two complaints, I was sad to hear that would have such an impact in removing someone that the rest of the community adores, because of the relationships and history that we built and the process that was being followed at the front gate. 33 of our 34 neighbors would like to have Barbara reinstated at the front gate. Does anyone else have that same experience?

Mr. Bosseler: Excuse me, Brenda, are you the owner of this company?

Ms. Nichols: I don't own the company.

Mr. Bosseler: Do you represent the company?

Ms. Nichols: Yes sir.

Mr. Bosseler: We as the CDD, cannot tell that company who to hire and who to fire. We can ask them to obey our rules at the guard gate, but we cannot get involved with their legal process of why they fire or hire somebody. Michael, is that correct?

Mr. Pawelczyk: Well you can do it, but then you become an employer. They are an independent contractor. If the Security Company wants to change their employees, I think the contract just requires them to provide notice to the District, so we know who is in there and who is not. Even if it didn't, as a courtesy, I think they do that anyway. It is really up to the contractor. If they want, they can move back in. If the CDD doesn't like it, the CDD could terminate the contract.

Mr. Brown: I support what Joy is saying. Out of 48 residents in Hamlet, when I sent out the email regarding the bar, 47 responded that they wanted to clean it up. There was only one other person who had a minor issue with Barbara and I told her that I was coming here today to speak in Barbara's favor, and she was welcome to come. I have the background and experience in running hospitals for 20 years and have had countless contracts with vendors. If I had a great relationship with the representative of the vendor, I told them not to remove that representative,

unless they wanted to lose the contract. Vice versa, if I did not like the representative, I would ask them to replace the representative. That is part of the business relationship. Right now, I see the CDD and Baytree as a customer, and you have a number of residents who are not particularly happy about a decision that was made and would like to see that individual come back, because she has been here for 15 or 16 years. In my 16 years as a resident of this community, I never had an issue with vendors that I deal with. If a vendor was not on my list, if I use them time and time again, they tell me to call the guardhouse. If you don't, the bulldog guard is not going to let them in. That is what I want at the front gate. I want a bulldog type of guard.

Ms. Witcher: Has Barbara tried to contact you?

Mr. Brown: Not at all.

Ms. Witcher: Have you contacted them?

Mr. Brown: Relative to this? No. I don't even know her phone number.

Mr. Mortlock: Ed Mortlock, 410 Berwick Way. I'm in the military for about 15 to 16 months and I'm a new resident. We liked Barbara because she wouldn't speed up the process. I was interested in hearing that they are supposed to speed things up, if there's a backup on N. Wickham Road. She was consistent during her shift. You need to have that approach for all of the guards and update them on the Post Orders, so there is consistency. That's the secret of deterring people.

Resident: Does anyone know what's become of Barbara?

Mr. Showe: I don't know that anybody here would have that information.

Ms. Nichols: Some of the challenges with Barbara was that she had limited hours. She hasn't gone to any other job yet, because she decided that she wants to work those hours. We are having a struggle getting her replaced. I reviewed this policy with Barbara and she understands that she was not treating everybody the same, which the Post Orders require. We asked her why she had the guests call the resident with their cell phone to get permission for them to come in? Her first words to me was, *"Isn't that what I was supposed to do"*. I said, *"Barbara, how long have you been here? You know that you are supposed to call the resident, not the guest"*. I took over this account in January of last year, and the entire time, all of the complaints that come through from the Property Managers to me, had been about Barbara. People were just showing up, or she won't let people in, or her lines were backed up all the way back up to the road because she was spending too much time talking to everyone that was coming in. I had to make

a decision because I was getting bombarded with complaints and residents were calling me and screaming at me, because I wasn't getting anything done. I had to make a business decision on behalf of my company, and for the property. I told Barbara, *"If you can't follow the Post Orders that are equal for every resident in this community and their guests, then I need to remove you"*. I had to do that. She was a wonderful lady, but she was causing problems at the gatehouse. I had not received one complaint on any other guard, since the inception of this property. It was all for her. As far as the doctor, yes, he did call. He called me one time and he ripped me over the phone. I looked to Barbara and she blatantly lied right in my face. The doctor was on the resident's list. It was called in, but she didn't log it in and didn't let him in. It's not something that I just made a split decision on. I researched this matter from January until I had to remove her a month ago. That's what is best for the community and for the company.

Ms. Witcher: Thank you! I think we need to discuss this and let you talk to the guards about the Post Orders. Put in extra training for the guards and make sure that they understand. We appreciate you being here.

B. BCA

Mr. Showe: Mr. Darby will provide the BCA update.

Mr. Darby: Jan Hill asked me to update the Board on the pavilion project. We had an opportunity to review the Joint Participation Agreement (JPA), which the District submitted comments on. At this point, I had not received any comments from our Attorney; therefore, our comments are initial and subject to his review. In discussing this with some of the BCA and CDD Board Members, we thought that maybe a less formal agreement might be necessary to proceed with this project, as it has been stalled for several months. We prepared a less formal Memorandum of Understanding. This memorandum will do the following:

- Create a small working group, which would have dual representation for both the CDD and BCA.
- Develop the design and specifications and submit to contractors for bids.
- Solicit bids and select a contractor that would make recommendations to the CDD and BCA.
- Before the commencement of any construction or demolition, the CDD and BCA would enter into a formal JPA.

Mr. Darby: Our timeline would be for the BCA to receive a recommendation on the project and bidders by September 15. If the recommendations are approved by the BCA, on October 4, the recommendations would be provided to the CDD Board. At that point, we would release the contract to obtain permits, start construction and the funds would be released accordingly. What we are looking for today, is consensus from the CDD that this is the way that we should go, if there is consensus. I have the draft memorandum and would be more than happy to submit it to the Board for consideration, at this point; however, since time is of the essence, we would like to move as quickly as possible. Jan Hill, the representative for the BCA would serve on the working group. I would also participate, as well as other members of the CDD.

Mr. Showe: Mel was designated as the CDD representative of the project.

Mr. Pawelczyk: This JPA that I drafted is bare bones. It basically says that the parties will agree to the project, in terms of the specs and then the CDD will bid it. Once we receive the bids and the money from the BCA, the CDD will build it. That is what the agreement says. You are proposing two agreements; the JPA and a Memorandum of Understanding, between the two parties. We have taken one agreement and split it into two agreements. The Memorandum of Understanding provides the consensus to do what's already in the JPA. I haven't seen your Memorandum of Understanding, but that's what it sounds like you are describing to me. It really doesn't matter, how you want to do it. In terms of what's formal, this is at least formal as it gets. We don't even need this. If they want to write us a check and say, build to these specifications, and give it to us, I'm fine with that too. It really doesn't matter. We've put the agreement together because it was our understanding, that the BCA wanted to make sure that the protections were there, if they were going to give us a check, so the CDD could build what they thought was the benefit. That's what the JPA says. However you want to proceed is fine with me. I haven't received any comments or phone calls or emails, since we last discussed this in July. That's where I am, but whatever direction you want to proceed in, we can make it work.

Mr. Darby: One of the issues that we had with the JPA is that we have the design specifications and bids, but we will provide those after you sign the document. How can we sign the document without this agreement?

Mr. Pawelczyk: It was a draft and we received no comments.

Mr. Darby: One of the suggestions that we had was to delete those exhibits, sign the agreement, with the understanding that once those exhibits were available, they would be attached to the agreement.

Mr. Pawelczyk: It's very common and simple. We will just add a step to the process. When we discussed this in May, it was our understanding that they were almost ready with the plans and specifications. That's why we drafted it the way it was. We sent it to Counsel and told them, "Send me any comments you have but this is just a draft". I think "Draft" was stamped all over it. That's fine too. We will just set up another process and another meeting where both the BCA and the CDD have to approve the plans and specifications. That's easy enough. I think our goal is to make sure that, if they agree to spend \$20,000, we want to build a \$20,000 project. We don't want a \$35,000 project. We want to make sure that there are steps along the way to ensure that doesn't happen.

Mr. Mills: Jerry and I spoke quite frequently recently. The unfortunate part of it is that Jan's been preoccupied with other things and we haven't followed through. Jerry's picked up the ball now. He and I have talked about getting together. We are all adults and can agree on certain issues. Let's just move forward with the project. That's basically it.

Mr. Darby: I think the BCA is looking for direction, or decision on how to proceed. It's a fairly aggressive timeline to get this in and constructed by Spring of next year.

Mr. Pawelczyk: If the CDD wants to move forward, you can approve the JPA, in substantially final form, subject to the changes we just discussed and Mel's final review. It still has to be signed by the Chair too. If we have to bring it back at the next meeting because we made so many changes, we will. That will allow us to keep that timeline for proceeding forward. It's up to you.

Ms. Witcher: How do we keep the money amount in check, when they decide to give us whatever amount they decide?

Mr. Pawelczyk: The way that I look at it, we don't care. That's really up to them. We can have that final amount. None of the specs are going to be based on what they are willing to donate to the project. We will have the form of the agreement and estimates.

Mr. Darby: We should have the specification.

Mr. Pawelczyk: We can make it work.

Mr. Darby: If there's approval from the BCA and CDD, the BCA will get the funds and place into an account. That account would then be drawn down by the CDD to pay for construction. If there is a need for additional funds, there is either a value engineering process, or you could go back to the BCA and ask for additional funds. If some funds are unused, at the conclusion of the project, those unused funds would be returned to the BCA.

Mr. Pawelczyk: If the Board is comfortable with that, we can do that and bring back the agreement for the Board to ratify at a future meeting. I think that's the best way. While I represent the CDD, I drafted the agreement just to get it completed, in a means that both parties are protected, because it's your money. I didn't want their Attorneys to spend a lot of time on it, which hopefully he hasn't.

Mr. Darby: I don't think he has.

Mr. Pawelczyk: We talked about it and I said, "This is exactly what I'm going to do". I told him that we don't want to bicker over terms and make the process as simple as possible. I just want to make sure that we build what we say we are going to build and agree to it.

Ms. Witcher: Why hasn't your Attorney done anything?

Mr. Darby: I have no idea.

Mr. Pawelczyk: I'm comfortable working with Jan. I spoke to her a number of times over the last several years and I certainly spoke with Mel. I spoke to their Attorney a couple of times beforehand, in relation to this matter and matters in the past. I am comfortable on my end, if the Board were to approve it in substantially final form. Certainly, once its finalized, we will distribute it and the Board Members can independently review it. If you have any concerns, let me know and we will try to implement them into the agreement. Is that the direction the Board would like to move in?

Ms. Hernandez: I don't think it matters which way we go, as long as we get it moving and get it accomplished.

Mr. Pawelczyk: Exactly.

Mr. Darby: For clarification, from the BCA's standpoint, we will be taking the JPA in substantially the form that it is in, delete the three attachments and include them, once they are completed. We will convene a small working group with representatives from both the CDD and BCA, to go through the stats I just outlined. We will need to have the JPA executed before any construction or any funds are dispersed for this project.

Mr. Pawelczyk: The JPA would be executed once we remove the exhibits. The execution of the instrument would come first, and if we don't come to any agreement, between the BCA and the CDD reps as to the three exhibits, then nothing moves forward. The working group can do whatever it wants, as long as only one CDD Board Member is on that group, due to the Sunshine Law. Mel would continue to serve in that post, and as we work towards finalizing things, Mel would send documents to Jason and Jason would provide a status to the Board on the items. That's the best way to do it.

Mr. Darby: To define the scope of this project, there was discussion at the last meeting on whether or not to pave the parking lot. For purposes of this discussion, I had not included that as part of the JPA. Since that is owned by the CDD and the BCA has stated that they will participate in 50% of the cost, once those costs are known, that really is a different effort, which really has to go simultaneously with this project, because obviously we get your willingness.

Mr. Pawelczyk: Yes. I think we set that up so that the JPA could be amended to provide for that additional project, just by attaching an exhibit, with the same terms and conditions. I will just change the words.

Mr. Darby: I just wanted to make that clear.

On MOTION by Ms. Hernandez, seconded by Mr. Rizzotti, with all in favor, the Joint Participation Agreement between the BCA and the District for the pavilion project, in substantially final form, as of May 31, 2017, subject to removal of the exhibits, which would be attached upon approval of the working group and Mr. Mills review and approval, was approved.

Mr. Showe: Is there anything further from the BCA?

Mr. Darby: No.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 7, 2017 Meeting

Mr. Showe: We have the minutes from the June 7, 2017 meeting. We can take any corrections or changes to those minutes, at this time.

Mr. Mills: On Page 2, it says, "*David will be taking the day shift*". Who is David?

Ms. Witcher: I don't know.

Mr. Showe: I think its Damian.

Mr. Mills: The sentence at the top of Page 6, should say "*I owned a home off of Spyglass Hill Road, which has reclaimed water. The front yard and the backyard is completely brown because they shut off the water*". In the middle of Page 10, "*three-tied fountain*" should be "*three-tiered fountain*". On Page 11, "*It's purely of Board decision*" should be "*It's surely a Board decision*". On the bottom of Page 16, "*Rich Murray*" should be "*Rich Mercadante*". I have no further changes.

Mr. Showe: Are there any other comments or changes?

Ms. Hernandez: On Page 3, there were several instances where "*Pinetta*" should be "*Pineda*".

Mr. Showe: I think they were showing that we changed it from the last meeting.

Ms. Hernandez: It doesn't say Pineda anywhere. I just thought that I should say it. On Page 15, in the statement, "*The main thing that we will be looking*", the word "*for*" should be added. On the bottom of Page 16, "*Mercandetti*" should be "*Mercadante*". There were several references. On Page 31, "*O'Gally*" should be "*Eau Gallie*". That's all I have.

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

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, the minutes of the June 7, 2017 meeting, as amended, were approved.

FOURTH ORDER OF BUSINESS

New Business

A. Discussion of Suntree Lake Bank Project

Mr. Showe: Per the Board's direction, we obtained a plan. For discussion purposes, we obtained quote from our landscape provider, Tropic-Care, which was included as part of your agenda package. Its approximately \$61,000, which includes the irrigation and landscaping. It's not a formal quote. It was a ballpark, based on the plan, at this point. If the Board's desire is to proceed, we would seek additional quotes that were more detailed, but we wanted to get a scope of what we were looking at before we proceeded.

Mr. Mills: One side of me, really wants to do this job, to make sure that we satisfy the residents that will look at that bank. Yet, the other side says, "*You know what? Spending \$61,000 to do that bank when there's no guarantee that the residents are not going to cut that*

down, and if they do cut it down, we are going to have an extra expense and legal fees from taking those people to court". So, I have mixed emotions about it. You are talking about \$33,000 to do irrigation. We cannot install those plants on that bank without irrigation, unless we release the landscaper out of responsibility of replanting any of those plants if any of them die.

Ms. Hernandez: That's throwing money away.

Mr. Showe: We gave Tropic-Care the direction that we prefer no irrigation, and he basically said that he could not warranty any of the plants.

Mr. Mills: For the landscaping alone, we are talking about \$27,750. That's an estimate. Maybe we can go back and re-think not having as many plants. I mentioned to Alan and Jason about whether we could draw water out of that lake in order to irrigate those plants. We would have to follow the regulations of the St. Johns Water Management District, in order to get a permit to pull the water out.

Ms. Witcher: The plants will die anyway because there's no water. Its throwing money at something that we wish would be taken care of, but we don't have control over the homeowners that are against it. The plants are on our property, but it abuts the Suntree homeowners. As we know, they do not want the plants over there.

Ms. Morgan: Joy Morgan. A portion of my community backs up to the lake. We want those areas replanted because that's the way it was originally. It's unfortunate that the landscaper didn't maintain those plants. I believe that you have one estimate, and I would like additional estimates, because we need to know what type of plant material will be used. There is a golf hole at the end of that part of the lake, and irrigation runs from there. I spoke to someone from the St. Johns Water Management District on a different matter, and they told me that pipes from the lake are allowed, but they have to be approved. Many times, they extend those plastic pipes; therefore, water from the lakes could be used to irrigate those plants. I would like to see additional quotes.

Mr. Mills: I really don't have an issue with the landscaping. The price of \$27,750 to do all of the planting, in my opinion, is a reasonable price. What concerns me is the irrigation cost of \$33,000. I can go in whatever way the Board directs us to go, but I'm on the fence.

Ms. Morgan: A number of homes in that area are impacted by the Suntree residents.

Mr. Mills: We instructed the individual who prepared the plans to plant things that, once planted, to go wild. I think that was Bill's recommendation. That's exactly what we told her and that's what she drew up for us.

Ms. Witcher: I feel that we should go ahead and do it, even if we do half in one year and half the next.

Mr. Brown: A couple of meetings ago, you were talking about having a survey done of that property, to delineate property lines. There were also discussions around Mel's point, regarding residents on the other side of the lake, and whether they were part of the Suntree Association. Maybe you should have communication with Suntree to inform residents not to touch the landscaping. Is that still under consideration?

Mr. Mills: It is, but we wanted to find out what the expense was going to be, before we got that far, because we really don't want to agitate them, until we made a final decision on what we are going to do. Better yet, let's tell every resident that abuts the lake.

Ms. Witcher: How much did we spend on Saint Andrews?

Mr. Mills: I believe that the total amount was \$70,000; however, we received \$30,000 from the Space Coast Credit Union, so we actually spent \$40,000.

Ms. Witcher: That was a much smaller area. The area that we are talking about is probably much larger and requires more water.

Mr. Rizzotti: In my opinion, this is a very difficult decision, so we need to get serious. On Kingswood, you have 150 homes and people driving back and forth, seeing the barrier that we created. In this community, only four homes can see it, or is it more than that?

Mr. Mills: 10 to 15 homes can see it.

Mr. Rizzotti: I agree with Mel that it's a lot of money. I would like to do something, but I wouldn't support spending \$60,000.

Ms. Witcher: I wouldn't support putting in a well. I wouldn't mind planting something to see what happens, like Xeriscaping that can survive next to the lake.

Mr. Showe: We did instruct the person who designed the plans, that we initially wanted bamboo, but she said those wouldn't work. She came up with as low maintenance of a plan as she could, but the type of plant, closeness to the lake and the available space limits you, in terms of what you can put there.

Mr. Mills: The plan has Bamboo, Bottlebrush, Cocoa Plum, Lilies on Kingswood, Holly Trees, Firebush, Fakahatchee Grass, Florida Red Daylilies, Fiddlewood, Live Oaks, Plumbago, Powder Puff, Florida Red Cedar, River Birch, Florida Red Maples, Philodendron, Simpson Stopper, South Magnolia, Sweet Bay Magnolias, Sable Palms, and Wax Myrtles.

Ms. Morgan: That's pretty dressy.

Mr. Mills: We can rethink this.

Ms. Witcher: I would like some grasses.

Mr. Showe: The challenge is that they wanted plants tall enough to prevent the view of the houses. You have that challenge of how tall you should go, what plants to use, what would cover it now, what would cover it in the future, etc. There are a host of challenges and you only have about 20 feet of space to work with.

Resident: Is mulch included in that contract?

Mr. Mills: No its not.

Mr. Showe: It will have to be part of the landscape contract, once planted, so you are going to have to increase that line item.

Ms. Morgan: Is it possible for Tropic-Care to water the trees?

Mr. Showe: You have a growing period, which is typically up to six months. They have to agree to do that for six straight months. I'm sure that there will be an additional cost.

Mr. Mills: My recommendation is that we go back and rethink this. Maybe we can do something less formal. We don't need Southern Magnolias. The Bottlebrush Trees are fine because they grow and are fairly hearty. So are the Florida Cypress.

Mr. Showe: Do you want us to set up a meeting with Tropic-Care?

Mr. Mills: Yes.

Ms. Witcher: Get another proposal.

Mr. Mills: We had a Landscape Architect draw this plan up and we met with her and told her what we would like to have. I had no clue that we were going to need irrigation. I thought that it wasn't going to be necessary, but it is. If we take the \$33,000 out for irrigation, that leaves \$27,500, which is a reasonable cost.

Mr. Trame: Jack Trame. I missed the meeting where the problem was explained. I'm sure there are other people that don't understand what the problem is. What is wrong with plain grass?

Ms. Morgan: There was natural landscaping, like along the golf course and conservation areas. Over time, some of the vegetation wasn't maintained well and cleared in some situations. There are people that do not have the same values that you do in the upkeep of their homes. It's in your face because it's pretty close. It's a narrow land. You have rental homes on the other side of this lake that are now affecting you when you are around your pool trying to enjoy your peace and quiet, which you used to have, and now you have a whole different lifestyle in your face 24/7. Baytree homeowners would like to have the natural vegetation restored to the way that they had when they bought their homes, so they can enjoy their peace and quiet like the rest of us. That's what we are talking about. It affects the value of their homes and the quality of their life. It's something that they had when they bought their homes. We ask the Board to please restore the peace to our homes by investing in landscaping to put the natural barrier back up.

Mr. Trame: So the lake was put in after Saddleworth was constructed?

Ms. Morgan: Originally, it was swamp land that was formed into a lake. I can't recall the year that happened. There was natural vegetation that Baytree had on the other side of the lake.

Ms. Witcher: It was done in 1992 when they built the golf course. They did it to construct the golf course, to raise the elevation for the homes.

Ms. Morgan: Were those houses there in 1992?

Ms. Witcher: No.

Mr. Mills: That's the issue we have to face. The developer came in and saw an opportunity to have waterfront property. They got out chain saws and started cutting. Unfortunately, that's what happened.

Ms. Morgan: They didn't own the property.

Mr. Mills: Exactly, but they did it anyway.

Ms. Witcher: They did it and still continued to do it between holes 7 and 8, because it was golf course property. They removed part of the edge of the bank already.

Ms. Morgan: Did they mow the grass?

Mr. Mills: Yes.

Ms. Witcher: We continue to mow the grass.

Mr. Jean: I want to add to a couple of comments that were made. Yes, the lake preceded any of our construction here, but that was all laid out in the contract when the homes were built. We had a very narrow strip across the way where the developer planted a row of Crepe Myrtles, but, through the years, people started cutting them down and some of them died. I know we have replanted since. That's the history. It was never completely blocked.

Ms. Morgan: It was heavily planted.

Mr. Jean: I was on the Board in 2005 when it was brought up. We made an attempt to try to fill it in again. I've been here for 16 plus years when houses were already there and there were some Crepe Myrtles. There are two points that I would like to make. When this was brought up, the request was that we plant something that was Florida Native and let it grow wild. There should never be maintenance beyond that. I made the statement that I would go along with that, if that was the last time we do this, because this is at least the third time in my recollection that we are replanting. Secondly, if we choose to do this, whether it is scaled down in some fashion, we should decide how we plan to do it. We don't have this project budgeted. Only the roads are budgeted. You know that I have been talking for years about lakeshore restoration. I still see only \$15,000 budgeted, we spent \$25,000 last year and we are only projecting \$50,000. How would we pay for this? That should be planned for in the future.

Mr. Mills: It would come out of the Beautification Budget.

Mr. Jean: Do we still have funds?

Mr. Mills: We will start off with a fresh \$45,000.

Mr. Showe: If I'm hearing the direction of the Board, maybe Mel and I can meet with Tropic-Care and try to come up with another plan that's maybe not as expensive.

Ms. Hernandez: Another option is that we could do half one year and half the next year.

Mr. Showe: Mel and I talked about that. The challenge that you run into is doing it all at one time, even if you save the money for over two years.

Ms. Hernandez: It is probably less expensive.

Mr. Showe: Its less expensive in mobilization.

Mr. Mills: I felt the same way as you did, that we should do it in sections, but I think that the right thing to do is to it all at one time.

Mr. Showe: I think even if you save up for it over a period of years, doing it at one time is the better solution, if the Board is inclined.

Mr. Mills: I think you should just plant Oleanders and some ornamental grass and just let it go.

Mr. Showe: We will meet with Tropic-Care, come up with something and bring it back.

B. Review and Acceptance of Fiscal Year 2016 Audit Report

Mr. Showe: We sent the Audit Report to the Board as part of your agenda package. The last page is your Report to Management, which notes no current year findings or prior year findings. All of the items that they have to specifically look at, as part of the Florida Statutes is in compliance. It's a clean audit. We already submitted it to the State to meet the June 30 deadline, but if the Board is amenable, we will have a motion to accept the audit.

On MOTION by Mr. Mills seconded by Ms. Witcher with all in favor, by roll call vote, the Fiscal Year 2016 Audit Report was accepted.

C. Public Hearing

On MOTION by Mr. Mills, seconded by Ms. Hernandez, with all in favor, the public hearing was opened.

i. Consideration of Resolution 2017-05 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations

Mr. Showe: This document is almost identical to what we had in prior years. We made some adjustments in the budget, based on the contracts requested from the vendors, should the Board choose to move forward with those vendors. Because of the increase of the paving funds, requested by the District Engineer, 8% was placed into Capital Reserves each year, which decreased to \$8,000 for next year. You still have your Community Beautification Fund at \$45,000. The reserve that we've been putting towards capital, we will probably have to look at, as we go into the Fiscal Year 2019 budget, in terms of other ways to supplement that or come up with an assessment increase. That will be up to the Board. I think we have a good budget. A description of each line item is on Pages 3 through 9. On Page 10 is some additional information on your Capital Reserve Fund projects, in terms of what we budget for next year. We also have your Pavement Management and Community Beautification Funds. Obviously, there is no change in the Operation and Maintenance (O&M) assessment, as we are projecting. There is

also the invoice that we send to the Isles of Baytree at the end of the year. If the Board is amenable, we can open it up for any public comment on the budget, at this point.

Resident: On Page 12, there is a Capital Improvement Program comparison from Fiscal Year 2017 to 2020. You have \$82,000 reserved for tennis court resurfacing for Fiscal Year 2019. A lot of people are using the tennis courts. Do you charge them?

Mr. Showe: No, it's a public facility for the benefit of residents.

Resident: It seems like non-residents are using the tennis courts and teaching lessons. Is there is way to control that?

Mr. Showe: To the best of our knowledge, the District doesn't currently have an agreement with any tennis instructor, but a resident can bring a tennis instructor with them to the court.

Resident: We seem to have a lot of competitions.

Mr. Showe: Those are resident groups to the best of my understanding.

Resident: There is a group of people, some from Baytree and others from outside of Baytree, that are practicing and using our courts because there is going to be a State competition tomorrow. They just come in here and practice. Several of them are residents of Baytree and they bring other people that are not residents.

Ms. Morgan: We charge an aquatics instructor for using the pool, based on the number of people she brings.

Resident: She is giving lessons.

Ms. Morgan: I understand. We have a large number of people using the tennis courts, so I'm just wondering if we can defray the cost of resurfacing by charging people for using our facilities.

Mr. Showe: We currently don't have an agreement with any tennis vendor.

Mr. Mills: It probably costs more to charge someone and post someone out there to collect the money.

Mr. Showe: There are currently no funds available to accommodate that repair. We don't know if that repair is completely necessary. We have to evaluate it.

Mr. Mills: We are just forecasting.

Mr. Showe: It's a forecasted expense. At some point, we will have to do a major resurfacing.

Resident: Maybe we shouldn't charge the aquatics instructor.

Mr. Showe: That's a Board decision.

Mr. Pawelczyk: We used to charge a tennis instructor. If someone is using the courts to make money, they are using the public courts for a private purpose. Yes, they are providing a service to residents using those facilities, but at the same time, the cost is minimal. We included that in the contract because they are providing a service, but we should be collecting something if they are making money off of your facilities. That is the way that we set it up for the tennis and aerobics courts. If someone is going out there to play tennis or swim in the pool, it's up to them. I have Districts that require use of the courts to members only and their guests. The problem is how you enforce it.

Mr. Showe: You have to staff it.

Mr. Pawelczyk: You have to put a whole security system in with cards. If you want to do that, we can certainly set something up and require non-residents to pay a non-resident rate. Right now, I don't think those facilities economically fit that, but if we wanted to do it, we could.

Mr. Showe: Are there any other public comments on the budget? If not, we will bring it back to the Board for any questions or comments on Resolution 2017-05.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, Resolution 2017-05 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations, was adopted.

ii. Consideration of Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The second part of your budget process is Resolution 2017-06. This is the instrument that actually levies the assessments on your individual tax bills. Attached to this resolution will be the adopted budget that you just approved, as well as the Assessment Roll. It is a large Excel spreadsheet that has every property in the community on it. We transmit it to the Property Appraiser who puts the actual levy of the assessments on the tax bill. We will now open this up to members of the audience who would like to provide comments on this agenda item. Hearing none, we will return it back to the Board for any questions or comments on Resolution 2017-06.

On MOTION by Ms. Hernandez, seconded by Mr. Mills, with all in favor, Resolution 2017-06 Imposing Special Assessments and Certifying an Assessment Roll, was adopted.

On MOTION by Mr. Witcher, seconded by Mr. Rizzotti, with all in favor, the public hearing was closed.

D. Consideration of Contract Extensions

- i. Landscape Maintenance Agreement**
- ii. Security Services Agreement**
- iii. Aquatic Maintenance Agreement**
- iv. Pool Maintenance Agreement**
- v. Facility Use Agreement for Pool Facility**

Mr. Showe: This is the annual process we go through with all of the vendors used by the District. The landscaper requested a \$276 a month increase, from \$7,223 to \$7,500. When we initially had him review the Kingswood project, his estimate was \$600 a month to complete that project monthly. He has come in well below that. They haven't had an increase in their contract since 2013. Generally, changes to their contract are not reflective of cost of living increases. They are service increases. I feel that this is a fair and reasonable request for the increase, as they added some annuals at the monuments. The Board can take all of the contracts at one time or individually. The Security Company asked for an increase from \$12.95 an hour to \$13.37 an hour, for an overall increase of \$6,385 in the security line item. They have had the contract since 2010, and received an increase in 2016 from \$12.65 to \$12.95. Because of some of the challenges that we had with them, in terms of the Driver's License scanner, they have been billing under the \$12.95 rate. They haven't billed us this year at their full contract rate, but they are asking for an increase up to \$13.37. They represented to us that this will help them provide a higher quality of guards by increasing their pay. As far as the Aquatic Management Agreement, ECOR had this contract since 2007 and they actually kept their prices level since 2007. This year they have a Natural Areas Contract. They used to charge \$170 a month for this, and they asked to increase that to \$240. They do a great job for the District. They essentially have to move from natural area to natural area, so it's costing resources to get from place to place. We didn't have an issue with that increase. The pool maintenance contractor agreed to hold his

prices, again, for the following year. They have been doing a good job for the District. The Facility Use Agreement for the pool is for the water aerobics instructor. There is only one water aerobics instructor currently providing that service, so we had Mike revise that agreement to reflect only one instructor. She has been good about submitting her money and a list every month per the contract.

Mr. Mills: What does she return to us?

Mr. Showe: 10% of whatever she collects.

Mr. Mills: Does that answer your question, Joy?

Ms. Morgan: She charges \$5 per person. My concern is that we are not charging anything to people using our tennis facilities. If you don't charge outsiders for wear and tear, why are you not charging anyone who uses the tennis courts?

Mr. Pawelczyk: You can charge them.

Ms. Witcher: Are you willing to collect money from everybody?

Ms. Morgan: Why don't we put the card reader on the gate? Somebody may let them in anyway and that may be a moot point.

Mr. Showe: Hearing no other comments, the Board can take each contract individually or at one time.

Mr. Mills: I would like to talk about the security situation. Maria has spent a lot of time, as well as I have been spending a lot of time with Alan and Jason going over the Post Orders. I don't know how many meetings we had with the security company, but I am really concerned that this security company is not doing the job that they should be doing. I'm not blaming any individual. I would just like to see a fresh approach. Maybe we can stay with the same people that we have, but I would like to see us go out and solicit proposals.

Ms. Hernandez: Mel, that's going to come up later in the meeting.

Mr. Showe: I think now is probably the right time to discuss it. I can relay the conversations that Maria and I have had on this subject. Your current contract with your vendor runs out on October 1. If you are going to go out for bids, my suggestion would be to take your time and get the scope perfect. The discussion that Maria and I had was, if you are inclined, you could approve their agreement today, so that you have security services starting on October 1, and also go through the process of bringing back a scope for the Board to review at your next meeting. Then we can discuss the process of bidding it out, once you had a chance to provide

input on the scope. There may be things in there that we want to add, increase or change in terms of the scope. It's always my recommendation, when you are looking at bidding out services, that the scope be exactly what the Board wants, because that's what drives the entire bid process.

Mr. Mills: I hate to bring this back up again, but Barbara shared with me, that the lady that was sitting here today, had a personality conflict with Barbara. Barbara ran out of ink and Maria purchased paper for Barbara to do her job. Barbara made the comment to me that her boss, who was here today, said "*What are you trying to do, get me in trouble?*" That is the issue. I would strongly suggest that Maria and you look at the Post Orders and go out for bid.

Ms. Hernandez: We already discussed this.

Mr. Bosseler: What are the terms of the contract?

Mr. Showe: I would have to double check, but I believe its 30 days. We will have plenty of time, so if you go through the bid process and it's a 60-day termination clause, you just build the bid process around the transition.

Mr. Pawelczyk: It shouldn't be any more than 30 days.

Mr. Showe: It would be my recommendation, because of timing, that you approve their agreement, for now, so that you have a security vendor on October 1. When you come back for your October meeting, we will have a scope for the Board to review, and we can discuss the full bid process at that point.

Mr. Mills: Perfect.

Ms. Witcher: I think that's the way we should go.

Mr. Mills: She should know what her charges are and pass it down to the guards. It appears that has not been done.

Ms. Hernandez: I have to say, if Barbara liked you, she liked you and she did anything she could for you, but if she did not like you or did not know you, she did not treat other people the same way.

Ms. Witcher: That's true.

Ms. Hernandez: That is true.

Mr. Mills: This is not about Barbara.

Ms. Hernandez: I know, but it has to be clear that everybody gets treated the same, or you are not doing your job.

Mr. Mills: You are coming into a premiere community, sort of speak and there is one guard on the weekend that is anything but professional, in my opinion.

Ms. Witcher: Which one?

Mr. Mills: The older gentleman.

Mr. Showe: I will encourage anyone to let me know, if you have challenges with the guards or they are not doing their job. I have no problem contacting the vendor.

Ms. Hernandez: Damian is very good. He has done a great job.

Mr. Mills: The point that I'm trying to make, is that we need to make a good impression when someone comes through that gate, and that's not happening.

Ms. Hernandez: I've been there watching the guards and the system works extremely well.

Mr. Showe: If it's the Board's direction, we can definitely bring that back.

Ms. Hernandez: I don't think it's as catastrophic as you make it out to be.

Mr. Mills: I approve all of these agreements.

Mr. Pawelczyk: Before you do that, the Security Agreement provides for a one year extension. If you know that you are going out for bid, you should provide for a four-month extension. Since you know that you are going out for bids, you should shorten that term, because it's not going to take you a year to do that. Maybe you should approve a four-month extension. If we have to extend it, we can. It's really up to the Board.

Ms. Hernandez: We can do that, but I think we are at the point where we need to extend it.

Mr. Showe: I think you want to have a security vendor under contract.

Ms. Hernandez: See how they do. If they don't improve to the point that is satisfactory, we can go out for bids.

Mr. Showe: Do you want to approve a six-month term?

Ms. Hernandez: I have not seen the problems that Mel has seen. I think we need to take a close look at it, and if anyone has a problem, they can let me know.

Mr. Sims: Wally Sims, 630 Deerhurst Drive. I moved here in August 2 of last year. We are from Atlanta, Georgia and I lived in two or three high end neighborhoods with HOAs and gates. Barbara ran a tight ship, versus the rest of the guards. She knew my name, she was professional and remembered my name within a week. I think the best thing to do is to give

them a 60-day notice and get another company in. There are companies out there that are looking for jobs. There is a company that could probably start in 30 days.

Mr. Showe: We understand that, but the challenge that we have as a Board is they can only make those determinations at a public meeting. Their next public meeting is not until October. In order to just have a vendor on staff, I think we are talking about extending them six months instead of a year, which gives the Board the time to do the full bid process. Because we are a Government, our bid process is different.

Mr. Sims: Six months is a long time. There is a lot of animosity building up like about the bar.

Mr. Showe: We can have whatever term the Board wants.

Ms. Hernandez: We can do it sooner if we decided to, but I think it should be six months. That way, at least we have some space.

Mr. Showe: It's up to the Board. Is there any other discussion on the other agreements? We should get that out of the way and then you can decide which way to go on the security.

Mr. Mills MOVED to extend the Security Services Agreement with Allied Universal until December 31, 2017.

Mr. Showe: That's only three months.

Mr. Mills: That's fine.

Ms. Hernandez: I think it should be extended six months.

Mr. Rizzotti: I think at the end of the year, it's too hard to get personnel. I would extend it to January 30th.

Mr. Pawelczyk: According to the meeting schedule, which is the next item on the agenda, we meet on December 6 and February 7. Why don't you change your motion to extend the contract to February 28?

Mr. Mills: February 28 is fine.

Ms. Hernandez: I would definitely give them more time.

Mr. Pawelczyk: If we can get it done sooner, we will.

Mr. Showe: Absolutely.

Mr. Mills: I just want them to have written notice.

Mr. Pawelczyk: That's correct.

Mr. Showe: I want to give the Board as much flexibility as possible.

Mr. Mills: That's fine.

Mr. Showe: Is the motion to approve all of the contract extensions, as presented, with the exception of the security contract, which will have a term through February 28?

Mr. Mills: Correct.

On MOTION by Mr. Mills, seconded by Mr. Rizzotti, with all in favor, extending the Landscape Maintenance Agreement with Tropic-Care, the Aquatic Maintenance Agreement with ECOR Industries, the Pool Maintenance Agreement with Beach Pool Service and the Facility Use Agreement for the Pool Facility with Renee Hubert, for one year, and extending the Security Services Agreement with Allied Universal until February 28, 2018, were approved.

E. Approval of Fiscal Year 2018 Meeting Schedule

Mr. Showe: We provided the same meeting schedule as last year, which is the first Wednesday of every other month, in this room, at 1:30 p.m. You can make changes throughout the year, but the Board must approve a meeting schedule for the year, pursuant to Florida Statutes.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, the Fiscal Year 2018 meeting schedule, as presented, was approved.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: We have two items on the Action Items List. The first item is the benches and picnic tables.

Mr. Mills: I have some money left in my budget for benches. In the Southpointe and Balmoral park, there is a concrete slab that is already poured. Jason, Alan and I looked at it, and all we really have to do is to add benches to that pad, which reduces the cost tremendously. I suggest that we have three benches. There is enough room for three benches. That way if people

want to sit there and talk, they can do that. I brought this before the Board to ask for approval to put the benches in.

Ms. Witcher: How much would three benches cost?

Mr. Mills: \$3,000.

Mr. Showe: You probably want to do a not-to-exceed amount of \$3,000. I think they were \$800 each, plus installation, so if we get a not-to-exceed of \$3,000, that should be sufficient.

Ms. Witcher: Is it going to be ADA compliant?

Mr. Showe: It's on a sidewalk so there's access and it will offset that amount.

Ms. Witcher: I like the way that they put the other ones over to one side.

Mr. Showe: We conferred with the District Engineer on the scope.

On MOTION by Mr. Mills, seconded by Ms. Witcher, with all in favor, installing three benches in the Southpointe and Balmoral park, in a not-to-exceed amount of \$3,000, was approved.

Mr. Showe: The other action item is a sunshade for the pool. Mr. Bosseler had some comments.

Mr. Bosseler: We are not ready to bring anything to the Board. I noticed that our pool is being used a lot more than I expected. When I was at the pool with my family and storms were approaching, we had very little cover, and there is not enough shade. We have a small space in front of the rest rooms. There are a couple of sunshades that Suntree purchased. One is in Spyglass Park and one is along our main highway, Interlachen Road. It is a nice covered area. I asked Jason to research some local companies, if there were any. It would cover the two showers over to the fence and a corner of the pool and face south. It is approximately 20' x 25'. We are going to get three bids to see if this is feasible. We only have one table left, so we have a reason to pick up a couple of more tables and replace more furniture, to make the pool a friendlier place. If we are going to do the pavilion, and want people use those bathrooms, we want to make it a nice environment. Take a look at sunshades as you drive around. Schools are putting them in now. They are very practical, but a little pricy. It has to meet hurricane specs.

Ms. Hernandez: What are the prices?

Mr. Showe: Initially we contacted one of our playground vendors. A 20' x 30' sunshade is approximately \$20,000.

Ms. Hernandez: They are not cheap.

Mr. Mills: Would tables with umbrellas work?

Ms. Witcher: Someone has to put the umbrellas up and down. This would be a permanent structure.

Mr. Showe: Umbrellas are a challenge.

Ms. Witcher: Especially if it gets windy.

Mr. Showe: It only takes one strong wind at the wrong time and they fall apart. That's the challenge we have.

Mr. Scheerer: When people are enjoying the pool and the rains come, they don't care about the umbrellas. They just leave. A \$200 umbrella goes right to the dumpster.

Mr. Pawelczyk: Are there other options that could be available other than a sunshade?

Mr. Showe: We will look at all options. I will see what other communities do.

Mr. Mills: What about an awning, like the one at the tennis court.

Mr. Showe: We can look and see if there's a larger style. The ones at the tennis court are tiny.

Mr. Mills: There is an electric one that retracts when its windy or it rains.

Mr. Showe: We can reach out to the vendor.

Mr. Pawelczyk: Is there room at the pavilion to put another structure, like the gazebo at the pool? I'm just throwing that out there, because if you are spending \$20,000 on a piece of canvas, maybe you want to have something that's more permanent for \$25,000. I'm asking the question, because I spend more time in the shade when I'm outside, than in the sun. If you are at the pool, everyone would sit under the shade, while their kids are in the pool. That's just a thought.

Mr. Showe: I think the direction would be to let Mr. Bosseler and I look at different options and bring them back to the Board. He is just letting the Board know where we are at.

Ms. Witcher: Maybe we can get a good price from the same company that did the gazebo.

Mr. Showe: Absolutely. We will work on it.

Ms. Witcher: That's a great idea.

Mr. Showe: Are there any other action items? Not hearing any,

B. Additional Staff Reports

i. Attorney

There not being any, the next item followed.

ii. Engineer

Mr. Ossa: I have a few items to discuss with the Board. I met onsite with the paver contractor on Kingswood Way and the side roads. He apologized for not being able to come back out to take care of some of the scuffing that we identified on the walkthrough. He will try to get to that as quickly as possible. Regarding the Lake Bank Evaluation, we created a maintenance program, like the one for maintenance of all the roads under the re-pavement program. From our initial investigation, we identified six lakes and six locations within the lakes that are critical, based on the location of the erosion, in conjunction with the property line and any structures close to the embankment. We feel that these six locations need to be addressed first. Based on the information that I have, with the other work that we completed, regarding erosion, the contractor provided a cost of \$38 per linear foot. To do all six areas, the probable cost is approximately \$28,075. Obviously, all six areas do not need to be completed at once; however, Lakes 8 and 13 should be addressed fairly soon. The cost for Lake 8 is \$5,700 and \$2,900 for Lake 13. That is based on the cost from the same contractor. He does a good job and is qualified.

Mr. Showe: Do you have a format that we can send out to the Board?

Mr. Ossa: Yes.

Mr. Showe: If you summarize it in a report, we can get it out to the Board. We allocated \$15,000 for next year for the lake bank program.

Mr. Ossa: We can take care of some of the lakes.

Ms. Witcher: We wanted some kind of program like the roads.

Mr. Ossa: I have a spreadsheet.

Mr. Showe: We can get it out to the Board for consideration at the next meeting.

Ms. Witcher: Thanks for doing that. That's a lot of work.

Mr. Ossa: We completed it before all of the rains came. At the last meeting, the Board asked me to look into the paving of the pool parking lot. I provided a rough sketch depicting the current parking area. I met with the paving contractor onsite, to assess the work. I also reviewed

the bid that was submitted in 2008 for the same work. Its roughly about 9,000 square feet. The existing asphalt solidified over all of the years, so it must be excavated out and replaced. For the asphalt work, we are looking at approximately \$30,000. The cost from 2008 was about \$40,000, but construction and material costs fluctuate from year to year. \$30,000 is just the construction cost. Since it is 9,000 square feet, the threshold that St. Johns has is 4,000 square feet, so surveying and permitting must be included. That is not included in the \$30,000.

Mr. Mills: It's a guestimate. How long will it last?

Mr. Ossa: Five or ten years.

Ms. Witcher: Is \$30,000 to tear it up and repave?

Mr. Ossa: Yes. There would be an inch-and-a-half of asphalt. In reviewing the bid submitted in 2008, we can do some value engineering. I also included a cost for the sub-base. I don't know the condition, but if we don't need to bring in a sub-base, that's about a \$4,000 to \$5,000 savings. There would be a cost to get it tested by a Geotechnical Firm, but it would be worth the expense in order to make sure that they don't have to bring in additional material for the sub-base of the asphalt.

Ms. Witcher: Is that Boyd?

Mr. Ossa: No, just a testing facility.

Ms. Witcher: Is it that same company that does our boring?

Mr. Ossa: Yes.

Ms. Witcher: We had them onsite doing something else.

Ms. Hernandez: Is there a staging cost to do the borings?

Mr. Ossa: The second test cannot be performed until the existing material was removed. We want to make sure that the base of the asphalt is acceptable before you put anything on top.

Ms. Witcher: I see the picture where you have the parking lot by the tennis court, and then there's that little area.

Mr. Ossa: If we are going to have dedicated parking spaces, it may cost several thousand dollars.

Mr. Showe: Ballpark wise, I think you are looking at \$45,000, stem to stern, for the entire project.

Ms. Witcher: For asphalt?

Mr. Ossa: Yes.

Mr. Showe: As we look at the pavilion, we will look at that as well.

Mr. Ossa: From looking at the area, the amount of parking spaces that we would be able to add is not going to be a lot. We are probably looking at a 10' x 20' parking spaces, but we may be able to reduce that to 9' x 18.5' spaces. There will not be a lot of parking spaces. Right now, I think people park wherever they want, and once you have dedicated parking spaces, that flexibility would be taken away.

Ms. Witcher: Is there anything else other than asphalt that we can put down, such as chip and bark?

Mr. Ossa: You can remove the mulch that is there now and put down new mulch.

Ms. Witcher: Would it improve the look and function of it?

Mr. Ossa: Eventually it will look like what it looks like now.

Mr. Showe: We would have to do what we do now, which is refreshing it every couple of years.

Mr. Mills: Up north we used tar and chip. Do they still do that?

Mr. Ossa: I haven't seen that.

Ms. Witcher: They did that up in the mountains of Georgia.

Mr. Mills: The County will have to consider handicapped parking if we pave that lot.

Mr. Ossa: Correct.

Mr. Showe: It will also have to be connected to the sidewalk.

Mr. Rizzotti: What is the maintenance every two years on what is presently there? You said that you have to maintain it.

Mr. Showe: We maintain it every couple of years, as needed. We will look at it when it reaches a point where it is difficult.

Mr. Rizzotti: Are we looking at \$1,000 or \$2,000?

Mr. Showe: Probably \$5,000 to \$8,000.

Mr. Ossa: We are just dealing with the scuffing of the curb. We replenish it and the contractor comes in and compacts it.

Mr. Rizzotti: I think you should be comparing apples to apples. If it only costs \$2,000 every two years, it's going to the same amount for the parking lot.

Mr. Showe: It was a request from the Board.

Mr. Bosseler: The stones are terrible. They get into my car every single week. I have to go home and vacuum it. If we have a pavilion and people walk over to the pool, now we have two more problems; a dirty pavilion and a dirty pool.

Mr. Rizzotti: You are going to get a dirty pavilion anyway.

Mr. Bosseler: We are hoping that Baytree, with their extra cash can help us with this.

Mr. Showe: Is there anything else?

Mr. Ossa: There are different options that the Board can look into. I am just throwing this out there, and hopefully the Board can let me know, if you identified an area or something that you want to improve with asphalt, to get rid of the current mud situation. If you keep the area under 4,000 square feet, then we don't have to go through surveying and permitting. There would just be a construction cost.

Mr. Mills: Can we do half at a time?

Mr. Ossa: You can do just the side area.

Mr. Bosseler: That makes sense to me. If we don't have to get a permit, we can just do a portion of it, and do the rest of it later.

Mr. Ossa: That's up to the Board. I'm just here to provide you options. That would be the effort involved with the paving. You are creating impervious areas, so you have to account for all of the stormwater runoff.

Ms. Hernandez: Where is it going to go from the parking lot?

Ms. Witcher: Would it go to the wetlands on that lake?

Mr. Ossa: It wouldn't affect the wetlands. I would probably concentrate the flow to the center of the circular area and sheet flow everything into there. It seems to be doing that now. It would just be to the surrounding areas. It's not a lot, but we have to prove that we are not going to negatively impact the wetlands and any of the surrounding structures.

Ms. Witcher: We will also have hardscape with the pavilion.

Mr. Ossa: I didn't take that into consideration.

Ms. Witcher: We have to ensure that we are not going to cause problems with the drainage.

Mr. Ossa: When the pavilion is going to be designed, obviously that needs to be taken into consideration of where that runoff from the roof of the pavilion is going to go.

Ms. Witcher: If we put in a roof at the pool area, we have to deal where the runoff is going to go.

Mr. Ossa: Right, but it's a small structure.

Ms. Witcher: We don't want to impact that one house on the other side of the pool area.

Mr. Mills: The pavilion should probably have a hip roof for hurricane purposes.

Mr. Showe: Yes.

Mr. Ossa: I agree. Those are my findings. I will proceed however the Board wants me to.

Mr. Showe: I think we have enough information, so we can look at it in conjunction with the pavilion.

Ms. Witcher: Thank you for that.

Mr. Ossa: Several times I discussed trying to get a service out here to do maintenance on the drainage. I reached out to the City of Melbourne and Brevard County to utilize their trucks, but they were not open to that kind of agreement with the CDD, so I focused my attention on a drain cleaning provider. I finally was able to find one called "Altair Environmental" out of Orlando. They specialize in the maintenance of stormwater and sanitary systems. I met with a gentleman onsite. It's a lot of work for a community of this size that has a sanitary system that is 25 years old. I need to provide more information in order for them to provide a cost for the service. The service would be to come in with a Vac Truck. They have prices for different sizes. They would re-water the system and vacuum silt impurities that are in the system, in order to ensure that it is running in an efficient manner. I have been through our archives to see if we have construction plans of all the drainage systems in the community. I haven't been able to find anything yet. I don't know if Jason or Alan has anything to provide to me regarding the ponds. The more information they have, the more accurate the cost estimate is going to be.

Ms. Witcher: The Engineering Company that did the original engineering for the development on U.S. 1. I can get you the name of the company.

Mr. Ossa: They also offer a service where they put a TV/video camera on the pipes to check the condition of the pipes. I don't know if you have done this before. With a 25-year-old system, you could have some caved in pipes. I told them to include that in the cost. You can get a different scope from that. I'm working on getting a cost. It would be something that could be

done in phases. That's all I have. Are there any questions or anything else that you want me to look into?

Ms. Witcher: Did you do the survey on the lake bank?

Mr. Showe: No, I think the Board determined that we weren't going to do that until we were further in the project; however, we got initial costs.

Mr. Pawelczyk: On the drain cleaning, is the camera also used to determine if there is any silt or blockage in the pipes?

Mr. Ossa: Yes.

Mr. Pawelczyk: I have a District that videotapes their pipes or sends a diver down there every year, to determine which pipes they are going to clean. It's a tenth of the cost, because most of them are clear. Then they will set up a system where every year they will clean the pipes, or clean in quadrants, based on that initial test. Once he gets those costs, I think you should look into that. The way that it was explained to me, you may have a blockage, but sometimes after a huge rain, it's all gone. You are actually looking for a blockage. You don't want to send a Vac Truck to clean anything that has a small amount in there. I'm just a Lawyer, but you might want to get more information on when to do it, if you don't have an issue.

Mr. Ossa: The cameras will be able to pinpoint the locations of any damage or silt accumulation. Regarding the structures, I don't recall the last time they were cleaned, but they need to be cleaned every five to seven years.

Mr. Scheerer: With the flooding issues that we had, several pipes were checked, but not all of the pipes on the property.

Ms. Witcher: Do you have a cost on the cameras?

Mr. Ossa: I do not. I asked for a ballpark.

Ms. Witcher: Does he have to look at them?

Mr. Ossa: Yes. He doesn't need the plans, but it would make the effort a lot more efficient and allow for a more accurate cost estimate.

Ms. Witcher: I also talked to one of the developers. Maybe we can find some plans.

Mr. Bosseler: Did we ever find out if Lake 1 belongs to Baytree? There was a fish and bird kill.

Mr. Showe: It belongs to the golf course. As soon as I received the phone call, I immediately contacted the Golf Course General Manager. He told me that he was aware of it

and they were doing whatever they could to clean it up. It seemed like they waited until the vultures cleaned it. Unfortunately, it is not our lake. We received a lot of phone calls. I tried to answer them as best as I could and directed all residents to the General Manager.

Resident: I'm glad you brought that up because I talked to the Fish and Wildlife Commission about it and they were concerned. I would like to propose that the Board look into annexing that lake to the CDD, so the CDD can better manage it.

Mr. Bosseler: We certainly can take a look at that, but I saw ECOR service that lake. Am I correct that ECOR services our lakes?

Mr. Showe: ECOR services our lakes, but I don't know what the contractual arrangement is. A year ago, they did not have ECOR.

Mr. Mills: In the future, can this Board annex anything?

Mr. Pawelczyk: They can either deed the lake to the CDD, or we can get a maintenance or perpetual easement that will allow the CDD to maintain the lake. Of course, they would have to agree to it.

Ms. Hernandez: They use that lake to irrigate the golf course.

Mr. Pawelczyk: We would be required to maintain it. From reading this and talking about it, my first concern is that the lake is treated differently than all of the other lakes, because we don't control what fertilizer is put on the golf course property. As you all know, fertilizer are nutrients and nutrients in the lake create algae blooms, depletes the oxygen and kills the fish. Our concern with taking it over is that we need to make sure, from an environmental perspective, you could do that cost effectively. It could be done, assuming the owner of the property agrees.

Resident: It's the first thing we see when driving in the gate. I think it would be great for the CDD to take over the care of it.

Mr. Mills: We certainly had a lot of comments with regard to the condition of the lake. A gentleman was here last year about that.

Ms. Hernandez: Maybe we can send a letter to the golf course to see if we can get them to maintain it.

Mr. Showe: If the Board wants me to, I can reach out to the General Manager to see if there's any interest.

Mr. Mills: We should go to him and say, *"We would like to take over the management of that lake, but you would still have the right to use it for irrigation"*, and ask him if he would be willing to pay for us to maintain it. Can we do that?

Mr. Pawelczyk: You can. The only concern is we would have to put that in an agreement. We have a good cost share arrangement with the Isles of Baytree, but at one time we didn't, and we had to go back and redo the agreement to get everyone on board.

Ms. Hernandez: How about offering them some type of agreement where we would add that lake onto our ECOR Agreement, so we know that it is being done properly.

Mr. Pawelczyk: That's what we would do, and maybe they would agree to pay three-fourths of what they are paying now to do that work.

Ms. Hernandez: At least we know that it got done.

Mr. Pawelczyk: When they get the calls on Lake 1, they can refer them to the CDD. However, you want to do it. I think the first call is to the golf course to see if they are interested. The second call is to ECOR to ask if it would be a problem if we were to take it over.

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

Ms. Hernandez: Maybe the first step would be to try talking to them.

Mr. Showe: I had multiple conversations with them over the last year about the maintenance of that lake.

Ms. Hernandez: What did they say? What is their excuse?

Mr. Showe: It's being treated. We will get with our vendor.

Mr. Mills: I have no problem having Jason talk with the General Manager to see what he thinks.

Mr. Ossa: We will bring back prices.

Mr. Showe: They pay assessments as part of the District.

Mr. Mills: That's a great idea.

Mr. Showe: We will take a look at it.

iii. District Manager's Report

1. Field Manager's Report

Mr. Scheerer: I don't have a lot to report. We installed bath mats in the Ladies restroom. I haven't received any comments about them. We also removed the screening in both the Men's and Ladies restrooms, cleaned the levers and installed a new screen. We will stay on top of that.

We had a bad phone line at the rear gate with the new TransCore reader tags that came in. We couldn't upload it manually, so ACT came out and manually loaded them at the gate. AT&T was here on Monday. I met with them about the phone lines for the HOA. We met with the landscaper to review Kingswood and are working on some of the plant replacement items in that area. We continue to meet with them every two weeks. The well work was scheduled to begin this week. I had a meeting onsite with the guys digging the well. It will be completed weather permitting. As of today, I didn't see any activity back there. After that meeting, we asked them for the irrigation zone map, so we have an idea of the location for the wells, clocks, number of zones and locations they service on the property. We replaced the flag at the rear gate. We were asked to paint lines on the bocce court. We also met with the landscaper to make sure that they add the maintenance strip around the court. We had an issue with the back gate. The top lock was not working, so we couldn't make any changes or add a meeting notice. We met with Kendal Signs on Monday. They are either going to repair or replace that sign and make sure that we have ample keys. That's all I have.

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

Mr. Showe: In your General Fund, we have checks 52937 through 52981 for \$70,187.80, check 66 in the Capital Projects Fund for \$5,000.00, checks 19 and 20, in the Community Beautification Fund for \$6,982.97 and \$737.97 for the June 2017 payroll, for a grand total of \$82,908.74. Alan and I can answer any questions about those invoices if you have any.

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

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. We are over 100% collected on our assessments and are in good shape.

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

Mr. Mills: I just wanted to inform the Board that coming in on National Drive, an owner is constantly depositing their trash on our property coming in. I asked Dave Halle to give us a price on planting some Crotons and maybe some Ixoras in that area to beautify it.

Mr. Showe: We are working on it.

Mr. Mills: I have the money in my budget to do it. I just wanted to inform the Board. At some point in time, I would like for us to have a working meeting. There have been a lot of projects that we have been looking at, such as the lake restoration. As you said earlier, we are running out of money. I think what we really need to do is to look at all of the projects that we are looking at and prioritize which ones we feel would be ranked accordingly; first, second, third, fourth and fifth. I feel that the Board needs to do that before we assess the community. That way we can say to the residents of the community, that we have done our prioritization and we are okay.

Ms. Witcher: Do we have to publicize the meeting?

Mr. Showe: If we hold a workshop, we would publish it, but as you go through part of your budget process, that's the right time to do that. We will have the October meeting, and maybe at the December or January meeting, we can start to work out how you want to go through that process.

Mr. Pawelczyk: You can include it as part of your regular meeting. GMS-South has workshops with some of their Boards that are particularly active at Clubhouses. They will schedule workshops and adjourn to the workshop, during the regular meeting, and then they will record the meeting. They don't take minutes, but they have the recording. They have summary minutes for the workshop. Then they will go back to the regular meeting and vote on those items. We can do this however the Board wants to set it up.

Mr. Mills: It's the only time that we have that we can talk to each other.

Mr. Pawelczyk: Correct.

Mr. Mills: I think that would be great, without resident input at a workshop. We can sit down and talk among ourselves without interruption and come to some kind of decision, as to whether we want to do this first, second, third, fourth and fifth.

Mr. Pawelczyk: That's fair, because that's what a workshop is for. The public has no right to speak on any item at the workshop. The public has a right to speak before the Board

votes on an item. Before you take action, that's when you say, "*The public would like your input*". I just wanted to clarify your comments. I knew what you were saying.

Ms. Hernandez: You have the money for the items that you are going to approve, so what's the purpose of prioritizing them? If it's in the budget, it gets done.

Mr. Showe: You may want to start finding out if there's a potential for an assessment increase, what projects you want to do, how much you need and what you want to accomplish in the next five years. That way you can plan one assessment increase that contemplates all of that.

Ms. Hernandez: Which is basically what we do during the budget year.

Mr. Showe: We can work with the Board, as we get closer to that project.

Mr. Mills: Maybe you can list all of the projects that we discussed that we can consider at our next meeting.

Mr. Showe: I will prepare it.

Mr. Pawelczyk: Leave it on the agenda. You don't have to discuss it. Having a Capital Improvement List would help you determine what you want to do. As you go into your budget, it will make it a lot easier, if you wanted to do that.

Mr. Showe: I can include it on the Action Items List and keep a running list.

Mr. Pawelczyk: That's a great idea.

Mr. Mills: I request that we not do it at the October meeting. I won't be here and I would like to be here when it's provided.

Mr. Showe: I think the December meeting is a good time. Are there any other Supervisor comments? Not hearing any,

EIGHTH ORDER OF BUSINESS

Public Comment Period

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

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

A

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

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

JOB NAME: landscape improvements along Suntree lake bank

JOB LOCATION: Baytree HOA

DATE PERFORMANCE IS TO BEGIN: To be discussed.

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

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

Notes:

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

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

WE PROPOSE:

hereby to furnish material and labor-complete in accordance with above specifications for the sum of: Thirty Two Thousand-Seven Hundred-Fifty Dollars and 00/100 \$ 32,750.00.

Payments to be made as follows:

50% Deposit/50% due upon completion.

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

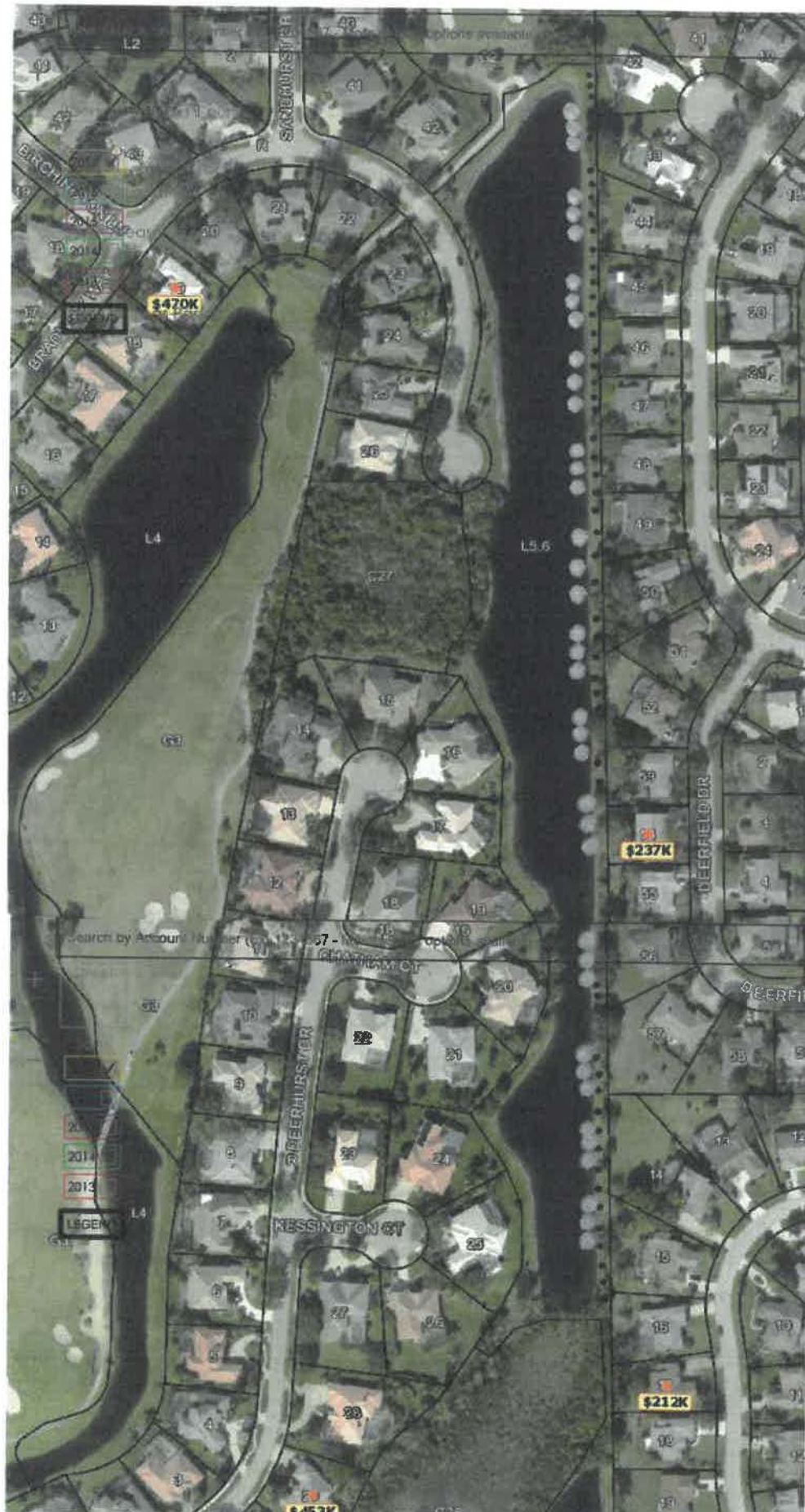
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.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

Authorized Signature _____

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

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

Date of Acceptance _____ Signature _____



B

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

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

PROJECT MANUAL

Issue Date: December __, 2017

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

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

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

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

BAYTREE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

SECURITY SERVICES
Brevard County, Florida

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

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

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

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

Baytree Community Development District
George Flint, District Manager

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS NUMBER 2018-100 SECURITY SERVICES

INSTRUCTIONS TO PROPOSERS

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

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

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

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

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

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

EVALUATION CRITERIA

- 1. Personnel (25 points)**

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)
- 2. Experience (25 points)**

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the District in other contracts; character, integrity, reputation, of respondent, etc.)
- 3. Understanding of Scope of Work (25 points)**

Does the proposal demonstrate an understanding of the Districts' needs for the services requested?
- 4. Financial Capability (10 points)**

Demonstration of financial resources and stability as a business entity, necessary to complete the services required.
- 5. Price (15 points)**

Points available for price will be allocated as follows:

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

5 points are allocated for the reasonableness of unit prices.

BAYTREE COMMUNITY DEVELOPMENT DISTRICTS

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED _____, 2008

1. Proposer _____
[Company Name]

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

2. Proposer Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different):

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

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

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

- 6.1 If yes, provide the following:

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

If no, please explain _____

Date incorporated _____ Charter No. _____

- 6.2 If no, provide the following:

The State in which the Proposer is incorporated? _____

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

If no, please explain _____

Date incorporated _____ Charter No. _____

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

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?
Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

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

If no, please explain _____

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

If no, please explain _____

Date Proposer was organized: _____

7.2 If no, provide the following:

The State in which the Proposer is organized: _____

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

If no, please explain _____

Date Proposer was organized: _____

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

If no, please explain _____

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

Yes () no ()

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

Type of registration

License No. _____ Expiration Date _____
Qualifying individual _____ Title _____

List company(s) currently qualified under this license _____

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

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

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

(2015) _____, (2016) _____, (2017) _____,

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

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

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

If yes, please describe each violation, fine, and resolution _____

- 11.1 What is the Proposer's current worker compensation rating? _____

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

If yes, please describe each incident _____

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

Name of Proposer

This _____ day of _____, 2018 By: _____

[Type Name and Title of Person Signing]

(Apply Corporate
Seal, if filing as a
corporation)

State of Florida
County of _____

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

Signature of Notary taking acknowledgment

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

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

Pricing Form

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

\$ _____ per hour

\$ _____ Annual Cost

\$ _____ per hour on holidays

\$ _____ per hour for any Additional Officers Needed.

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

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF NON-COLLUSION

STATE OF _____
COUNTY OF _____

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

Dated this _____ day of _____, 2018.

Signature by authorized representative of Proposer

State of _____
County of _____

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

Signature of Notary taking acknowledgment

BAYTREE COMMUNITY DEVELOPMENT DISTRICTS

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

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

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

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

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

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

Name of Organization

This ____ day of _____, 2018

By: _____

By: _____

Name and Title of Person
Signing

State of _____
County of _____

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

Signature of Notary taking acknowledgment

AGREEMENT FOR SECURITY SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[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: _____

Signature: _____

Print Name: _____

By: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

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

Printed name: _____

WITNESSES

Sign in the presence of:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

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

Printed name: _____

EXHIBIT A - SCOPE OF SERVICES

Baytree Community Development District
Security Services

Scope of Services
2018

Scope of Services

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

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1. PROJECT SCOPE

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

1.1 General Overview

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

1.2 Community Development Districts (CDD) Development

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

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

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

2.2 Key Personnel

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

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

2.3 Personnel Dress Code

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

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

2.4 Personnel Conduct

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

2.5 Safety Program

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

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

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

2.6 Facility Location

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

2.7 Document Control and Data Maintenance

2.7.1 Officer's Daily Log

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

2.7.2 Data Maintenance

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

2.7.3 Data Dispersal

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

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

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

2.8 Verification of Data

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

2.9 Ownership of Data

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

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

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

3. COORDINATION

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

3.1 General Coordination

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

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

3.2 Contractor's Project Manager

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

4. SCHEDULED OPERATIONS

4.1 Guard House Policies

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

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

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

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

4.1.1 Criminal Activities

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

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

4.1 Patrol Area

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

5. ADMINISTRATION/OPERATIONS PROGRAM

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

5.1 General

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

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

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

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

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

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

5.2 Administration

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

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

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

5.3 Operations

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

6. RESPONSE TIME

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

6.1 General

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

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

7. SOFT GATE

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

END OF SCOPE OF SERVICES

DRAFT

C



PROPOSAL

Holiday Lightscapescapes
3855 Tucks Road
Boynton Beach, FL 33436
www.holidaylightsapescapes.com
info@holidaylightsapescapes.com

To: Jason Showe - jshowe@gmscfl.com

Project Title: Baytree Community Holiday Lighting 2017 – 2018 Season

Submitted on: 8/31/2017

Job Description:

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

Any additional services to be added require further bid and proposal

AREA 1 – ALL PREVIOUS LIGHTING AND DÉCOR AS OF 2016

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

(LABOR ONLY) **TOTAL = \$1,965.00**

AREA 2 – MONUMENT SIGNS THROUGHOUT COMMUNITY

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

TOTAL = \$2,275.00

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

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

+Plus tax

**** PRICE ABOVE INCLUDES PRODUCT, MATERIAL, EQUIPMENT and LABOR ****

**** INSTALLATION, MAINTENANCE, and REMOVAL ****

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

Terms of Agreement

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

FEES

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

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

INSURANCE

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

LIABILITY

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

CONDITIONS

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

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

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

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

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

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

AGREEMENT

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

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

Holiday Lightscares
1555 Ursa Court
Merritt Island, FL 32953
407.808.8328

Jason Showe – jshowe@govmgtsvc.com
8207 National Drive
Melbourne, FL 32940
407.470.8825

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

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

UPON ACCEPTANCE, PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION

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

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

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

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

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

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

Leave them on all night

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

THANK YOU FOR YOUR BUSINESS!

Baytree Swale Tree Policy Recommendations

- CDD accepts ownership of any tree planted in the swale area prior to 6/1/11 per resolution 2013-01, any other trees could be subject to removal pursuant to 2013-01.
- Request that the BCA enforce the maintenance and B-PARCS regulations found in Section 6.3 of the BCA Declarations of all trees that were planted in the swale on CDD owned property in front of homes.
- CDD will not perform regular maintenance on any trees in front of homeowner property, even if they are on CDD property. This is the responsibility of the adjacent homeowner pursuant to the applicable Declaration of Covenants recorded over lands within Baytree.
- CDD will review all trees. Any failures of maintenance will be referred to the BCA for their action pursuant to the Declaration of Covenants. If a dangerous condition (damage to CDD infrastructure or blockage of CDD infrastructure) is discovered, the tree could be subject to removal under the terms of Resolution 2013-01.
- CDD is not responsible for any alleged damages to private property, driveway aprons to homes, or improvements on non-CDD owned property caused by the overhanging branches or roots of the trees planted on CDD property. The homeowner can trim back, at homeowner expense, any encroaching tree roots or branches and other vegetation that has grown into homeowner property.

RESOLUTION NO. 2013-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT RESTATING, AMENDING AND CLARIFYING THE DISTRICT'S POLICY WITH RESPECT TO THE PLANTING AND MAINTENANCE OF TREES WITHIN DISTRICT RIGHTS-OF-WAY; PROVIDING FOR THE DISTRICT SWALE TREE POLICY PROHIBITING THE PLANTING OF ALL TREES WITHIN THE DISTRICT SWALES; RECOMMENDING AGAINST THE PLANTING OF HARDWOOD TREES ON PRIVATE PROPERTY WITHIN EIGHT FEET OF A DISTRICT SIDEWALK; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

WHEREAS, the District Board recommends that homeowners, when considering the planting of a tree on their private property, not plant any hardwood trees within eight (8') feet of the District sidewalk to ensure sufficient area for tree root growth as the tree matures, and further recommends that the Baytree Community Association, Inc. ("BCA") and its Architectural Review Committee ("ARC") take appropriate actions to legislate and enforce this recommendation, as well as assist the District in enforcing the District Swale Tree Policy for the betterment of Baytree and its residents; and

WHEREAS, at a public meeting of the District Board of Supervisors, the Board has determined that it is in the best interests of the District, those residing and/or owning property within the District, and those utilizing the pedestrian and vehicular rights-of-way of the District to restate, amend, clarify, and implement this policy regarding trees in the District Swales.

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

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

Section 2. District Swale Tree Policy. The District Board of Supervisors hereby restates, amends and clarifies its policy with respect to the planting and maintenance of trees within District rights-of-way, which policy shall be referred to as the District Swale Tree Policy, as follows:

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

B. No tree of any kind or species shall be planted in the District Swale.

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

1. Remove or order the removal of any trees planted after June 1, 2011 in violation of subsection B, above, all costs and expenses of such removal being the responsibility of the adjacent homeowner or property owner.
2. Determine whether trees or tree roots located within any portion of District Swales or, if on private property immediately adjacent to District facilities, have caused or contributed to or are expected to cause or contribute to (a) an adverse impact or potentially dangerous condition for pedestrian vehicular traffic utilizing the District rights-of-way or (2) the damage or blocking of any District facilities, including but not limited to, sidewalks, curbing, roadway pavement, drainage facilities, or utilities and streetlighting; the trees and tree roots satisfying either or the criteria in this subsection C.2 being designated as "Problem Trees."
3. For a Problem Tree that is located within the District Swale, when determined necessary in the District's discretion, to remove or order the removal of such Problem Tree. In such cases, the District shall make reasonable efforts to provide at least five (5) days notice to the

homeowner(s) of the property adjacent to the District Swale where the Problem Tree is situated that the Problem Tree will be removed by the District.

4. For a Problem Tree that is located on private property, the District will contact the homeowner(s) of the property where the Problem Tree is located to discuss alternatives to resolve matters pertaining to the Problem Tree, which alternative could include the removal of such Problem Tree by the District to protect District infrastructure and facilities.

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

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

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

Section 3. District Manager. The District Manager is hereby directed to take those actions necessary to implement the policies set forth in this Resolution.

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

PASSED AND ADOPTED THIS 6th **DAY OF** February, 2013.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

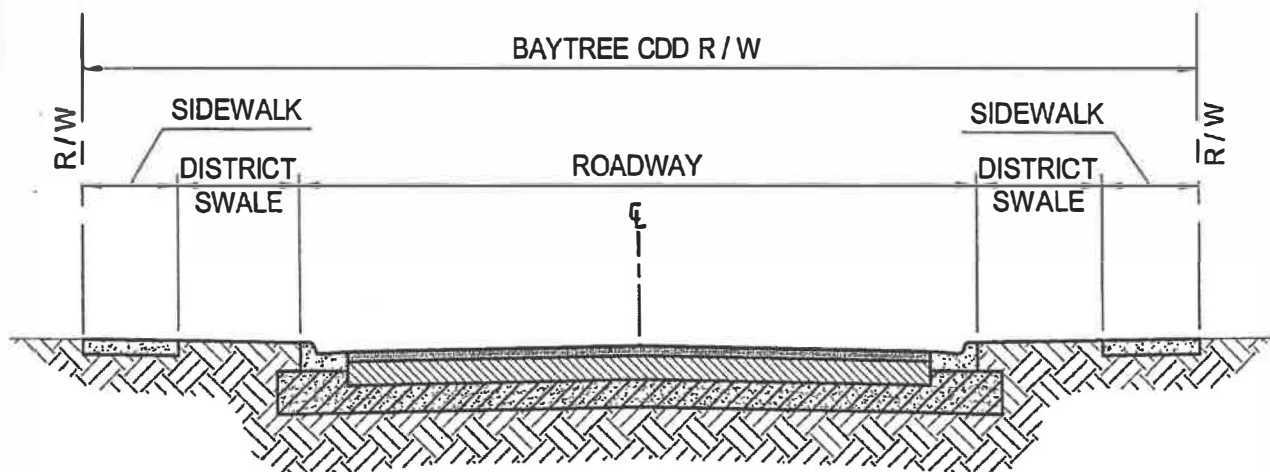


Secretary Assistant Secretary



Chairman/Vice-Chairman

EXHIBIT "A"
DISTRICT SWALE



ATKINS
PLAN DESIGN ENABLE
7176 MURRELL ROAD, MELBOURNE, FL 32840
TEL. 321.242.4942 FAX 321.242.8101
www.atkinsglobal.com

RESOLUTION NO. 2013-01
EXHIBIT A



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 5, 2017

To Board of Supervisors
Baytree Community Development District
135 W Central Blvd., Suite 320
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Baytree Community Development District, Brevard County, Florida ("the District") for the fiscal year ended September 30, 2017. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Baytree Community Development District as of and for the fiscal year ended September 30, 2017. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2017 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include

tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,300 for the September 30, 2017 audit respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Baytree Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Baytree Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN GRAU AND
ASSOCIATES AND BAYTREE COMMUNITY DEVELOPMENT DISTRICT
(DATED SEPTEMBER 5, 2017)**

Public Records. Auditor 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:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. 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
- c. 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 Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor 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.

Auditor 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 Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**GMS-CF, LLC
135 WEST CENTRAL BLVD., SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: JSHOWE@GMSCFL.COM**

Auditor: _____

District: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION V

Baytree CDD Action Items
10/4/2017

Item #	Action Item	Assigned To:	Status	Comments
1	Benches/Picnic Table Quotes	Showe		Benches Ordered

Potential CIP Projects



1	Sunshade for Pool	Showe		Approx. \$20K NTE
2	Suntree Project	Showe		Awaiting Revised Proposal



B

MEMORANDUM

TO: District Manager

FROM: Michael J. Pawelczyk, Esq. 
Vanessa T. Steinerts, Esq. 

DATE: August 8, 2017

RE: 2017 Legislative Session, Recently Approved Legislation

Attached please find copies of a couple laws recently adopted by the Florida Legislature and enacted into law, and which have some applicability to special districts. These new laws are summarized below.

1. Chapter 2017-21, Laws of Florida. This act relates to public records laws and the award of attorney fees to the requesting party be assessed against an agency if a civil action is filed against the agency to enforce the provisions of Chapter 119, Florida Statutes. However, before attorney fees may be imposed against the agency, the court must find that the agency unlawfully refused to permit a public record to be inspected or copied and that the agency's custodian of public records received written notice of the public record request at least five (5) business days before the civil action was filed. The exception to the five (5) day notice requirement is if the agency does not prominently post the contact information for the agency's custodian of public records (a) in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and (b) on the agency's website. It is important for each district to post the contact information for the agency's custodian of public records at the office of the district manager, the clubhouse or recreation facility (if any), and on the district website.

An exception to the award of attorney fees occurs if the court determines that the complainant requested to inspect or copy a public record or participated in the civil action for an improper purpose, including making the public record request or bringing forward the civil action primarily to cause a violation of Chapter 119, Florida Statutes, or for a frivolous purpose. In those instances, the court may award attorney fees to the agency.

This legislation became effective on May 23, 2017.

2. Chapter 2017-113, Laws of Florida. This act relates to public works projects and prohibits state and political subdivisions, including a special taxing district or water management district, that contract for public works projects from imposing certain requirements on certain contractors, subcontractors, or material suppliers or carriers. The act defines a public works project as an activity of which fifty (50%) percent or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of a specified construction activity by a political

subdivision. Except as required by State or Federal law, a political subdivision may not require, in a contract for a public works project, that a contractor pay employees a predetermined amount of wages or prescribe any wage; provide employees a specified type, amount, or rate of employee benefits; control, limit, or expand staffing; or recruit, train, or hire employees from a designated, restricted, or single source. In addition, this act prohibits restricting bidders who are qualified, licensed or certified as required by law from submitting bids on a public works project.

This new legislation became effective on July 1, 2017.

Should you have any questions regarding these newly enacted laws please do not hesitate to contact this office.

CHAPTER 2017-21

Committee Substitute for Committee Substitute for Senate Bill No. 80

An act relating to public records; amending s. 119.12, F.S.; revising the circumstances under which a court must assess and award the reasonable costs of enforcement against an agency in a civil action to enforce ch. 119, F.S.; specifying circumstances under which a complainant is not required to provide certain written notice of a public records request; requiring a court to determine whether a complainant requested to inspect or copy a public record or participated in a civil action for an improper purpose; prohibiting the assessment and award of the reasonable costs of enforcement to a complainant who acted with an improper purpose; requiring the court to assess and award reasonable costs against the complainant if he or she is found to have acted with an improper purpose; defining the term "improper purpose"; providing for construction and applicability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 119.12, Florida Statutes, is amended to read:

119.12 Attorney ~~Attorney's~~ fees.—

(1) If a civil action is filed against an agency to enforce the provisions of this chapter ~~and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied~~, the court shall assess and award, ~~against the agency responsible~~, the reasonable costs of enforcement, including reasonable attorney attorneys' fees, ~~against the responsible agency if the court determines that:~~

(a) The agency unlawfully refused to permit a public record to be inspected or copied; and

(b) The complainant provided written notice identifying the public record request to the agency's custodian of public records at least 5 business days before filing the civil action, except as provided under subsection (2). The notice period begins on the day the written notice of the request is received by the custodian of public records, excluding Saturday, Sunday, and legal holidays, and runs until 5 business days have elapsed.

(2) The complainant is not required to provide written notice of the public record request to the agency's custodian of public records as provided in paragraph (1)(b) if the agency does not prominently post the contact information for the agency's custodian of public records in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website, if the agency has a website.

(3) The court shall determine whether the complainant requested to inspect or copy a public record or participated in the civil action for an improper purpose. If the court determines there was an improper purpose, the court may not assess and award the reasonable costs of enforcement, including reasonable attorney fees, to the complainant, and shall assess and award against the complainant and to the agency the reasonable costs, including reasonable attorney fees, incurred by the agency in responding to the civil action. For purposes of this subsection, the term "improper purpose" means a request to inspect or copy a public record or to participate in the civil action primarily to cause a violation of this chapter or for a frivolous purpose.

(4) This section does not create a private right of action authorizing the award of monetary damages for a person who brings an action to enforce the provisions of this chapter. Payments by the responsible agency may include only the reasonable costs of enforcement, including reasonable attorney fees, directly attributable to a civil action brought to enforce the provisions of this chapter.

Section 2. This act applies only to public records requests made on or after the effective date of this act.

Section 3. This act shall take effect upon becoming a law.

Approved by the Governor May 23, 2017.

Filed in Office Secretary of State May 23, 2017.

CHAPTER 2017-113

Committee Substitute for Committee Substitute for House Bill No. 599

An act relating to public works projects; creating s. 255.0992, F.S.; providing definitions; prohibiting the state and political subdivisions that contract for public works projects from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers or carriers; prohibiting the state and political subdivisions from restricting qualified bidders from submitting bids; providing applicability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 255.0992, Florida Statutes, is created to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(a) "Political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair, or improvement of public works.

(b) "Public works project" means an activity of which 50 percent or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not require that a contractor, subcontractor, or material supplier or carrier engaged in such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

(b) The state or any political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to contracts executed under chapter 337.

Section 2. This act shall take effect July 1, 2017.

Approved by the Governor June 14, 2017.

Filed in Office Secretary of State June 14, 2017.

*This item will be provided under
separate cover*

SECTION VI

Baytree Community Development District

Summary of Check Register

July 24, 2017 to September 25, 2017

Fund	Date	Check No.'s	Amount
General Fund	7/28/17	52982-52986	\$ 12,161.54
	8/2/17	52987-52992	\$ 2,917.20
	8/8/17	52993	\$ 6,030.05
	8/9/17	52994-52995	\$ 4,948.20
	8/17/17	52996-53000	\$ 10,919.29
	8/21/17	53001	\$ 84.00
	8/23/17	53002-53003	\$ 3,250.20
	8/25/17	53004-53005	\$ 870.84
	8/30/17	53006-53008	\$ 2,675.20
	9/6/17	53009-53012	\$ 8,505.76
	9/14/17	53013-53016	\$ 17,812.07
	9/19/17	53017	\$ 7,500.00
	9/20/17	53018-53020	\$ 7,307.33
			<hr/> \$ 84,981.68
Capital Projects Fund	7/28/17	67-68	\$ 17,112.00
	9/20/17	69	\$ 4,740.00
			<hr/> \$ 21,852.00
Pavement Managmeent Fund	7/28/17	12	\$ 1,089.50
			<hr/> \$ 1,089.50
Payroll	<u>August 2017</u>		
	Carolyn Witcher	50379	\$ 184.70
	Edward C Rizzotti	50380	\$ 184.70
	Gilbert M. Mills Jr	50381	\$ 184.70
	Maria G Hernandez	50382	\$ 183.87
	Richard Bosseler	50383	\$ 184.70
			<hr/> \$ 922.67
			<hr/> \$ 108,845.85

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/28/17	00012	7/18/17 1863172	201707 310-51300-31100 MAY1-JUL2 ENGINEERING SRV		*	3,240.50	
			ATKINS				3,240.50 052982
7/28/17	00047	4/04/17 SA-15605	201704 320-53800-41300		*	1,100.00	
			PROGRAM AGRMT MAR17-MAR18				
		7/19/17 S-94596	201707 320-53800-41100		*	518.39	
			LABOR/MEGA ARM RPLC				
		7/24/17 S-94921	201707 320-53800-41100		*	240.84	
			REINSTALLED REAR ARM				
			ACCESS CONTROL TECHNOLOGIES				1,859.23 052983
7/28/17	00004	6/30/17 142931	201706 310-51300-31500		*	2,452.50	
			RECEIPT/REVIEW/PREPMEETIN				
			BILLING, COCHRAN, LYLES, MAURO&RAMSEY				2,452.50 052984
7/28/17	00123	7/27/17 W12116	201707 320-53800-47500		*	2,257.96	
			16' FIBERGLS LIGHTPOLE/RPR				
		7/27/17 W12117	201707 320-53800-47500		*	226.15	
			REINFORCED LIGHT POLE				
			EAU GALLIE ELECTRIC INC.				2,484.11 052985
7/28/17	00170	7/20/17 7173524	201707 320-53800-34500		*	2,125.20	
			SECURITY 7/14/17-7/20/17				
			UNIVERSAL PROTECTION SERVICE, LP				2,125.20 052986
8/02/17	00132	7/05/17 26900	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/06/17 26920	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/11/17 26991	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/14/17 27040	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/19/17 27097	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/21/17 27117	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/26/17 27173	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
		7/28/17 27192	201707 320-53800-34600		*	9.00	
			ADMINISTRATIVE FEE				
			BREVARD COUNTY SHERIFF'S OFFICE				72.00 052987
8/02/17	00183	7/28/17 27192	201707 320-53800-34600		*	90.00	
			SECURITY 7/28/17				
			JEREMY LEWIS				90.00 052988
			BAYT --BAYTREE-- BPEREGRINO				

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#...
8/02/17	00181	7/05/17 26900	201707 320-53800-34600			*	90.00		
		SECURITY 7/5/17							
		7/11/17 26991	201707 320-53800-34600			*	90.00		
		SECURITY 7/11/17							
		7/14/17 27040	201707 320-53800-34600			*	90.00		
		SECURITY 7/14/17							
		7/19/17 27097	201707 320-53800-34600			*	90.00		
		SECURITY 7/19/17							
					ROBERT W MANLEY III			360.00	052989
8/02/17	00138	7/21/17 27117	201707 320-53800-34600			*	90.00		
		SECURITY 7/21/17							
		7/26/17 27173	201707 320-53800-34600			*	90.00		
		SECURITY 7/26/17							
					THOMAS KELLY			180.00	052990
8/02/17	00170	7/27/17 7185150	201707 320-53800-34500			*	2,125.20		
		SECURITY 7/21/17-7/27/17							
					UNIVERSAL PROTECTION SERVICE, LP			2,125.20	052991
8/02/17	00187	7/06/17 26920	201707 320-53800-34600			*	90.00		
		SECURITY 7/6/17							
					ZACHRY DAVID KING			90.00	052992
8/08/17	00021	8/01/17 277	201708 310-51300-34000			*	3,312.17		
		MANAGEMENT FEES AUG17							
		8/01/17 277	201708 310-51300-35100			*	133.33		
		INFO TECHNOLOGY AUG17							
		8/01/17 277	201708 310-51300-51000			*	23.37		
		OFFICE SUPPLIES							
		8/01/17 277	201708 310-51300-42000			*	13.24		
		POSTAGE							
		8/01/17 277	201708 310-51300-42500			*	84.90		
		COPIES							
		8/01/17 278	201708 320-53800-34000			*	2,253.17		
		FIELD MANAGEMENT AUG17							
		8/01/17 278	201708 320-53800-41100			*	209.87		
		FLOOR MATS							
					GOVERNMENTAL MANAGEMENT SERVICES			6,030.05	052993
8/09/17	00039	7/05/17 313558	201707 320-53800-41100			*	60.00		
		QTRLY PEST CTRL-GATE HOUS							
		7/10/17 312088	201707 320-53800-47000			*	2,413.00		
		AQUATIC WEED CTRL JUL17							
		7/28/17 312089	201707 320-53800-47000			*	350.00		
		NATURAL AREAS MGMT JUL17							
					ECOR INDUSTRIES			2,823.00	052994

BAYT --BAYTREE-- BPEREGRINO

*** CHECK DATES 07/24/2017 - 09/25/2017 ***

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/09/17	00170	8/03/17 7209032	201707 320-53800-34500		*	1,214.40	
		SECURITY 7/28/17-7/31/17					
		8/03/17 7209032A	201708 320-53800-34500		*	910.80	
		SECURITY 8/1/17-8/3/17					
				UNIVERSAL PROTECTION SERVICE, LP			2,125.20 052995
8/17/17	00019	8/05/17 17349080	201708 320-53800-46200		*	800.00	
		MONTHLY POOL SRVICE-AUG17					
				BEACH POOL SERVICE			800.00 052996
8/17/17	00008	8/01/17 5-883-32	201707 310-51300-42000		*	120.76	
		DELIVERY 7/28/17					
				FEDEX			120.76 052997
8/17/17	00017	7/29/17 07292017	201707 320-53800-46200		*	350.00	
		JANITORIAL SERVICES-JUL17					
				J & I JANITORIAL SERVICES			350.00 052998
8/17/17	00016	8/02/17 37597	201708 320-53800-47300		*	7,223.33	
		MTHLY LANDSCAPE - AUG17					
		8/02/17 37662	201708 320-53800-47200		*	300.00	
		SOD REPLACEMENT					
				TROPIC-CARE OF FLORIDA, INC.			7,523.33 052999
8/17/17	00170	8/10/17 7228740	201708 320-53800-34500		*	2,125.20	
		SECURITY 8/4/17-8/10/17					
				UNIVERSAL PROTECTION SERVICE, LP			2,125.20 053000
8/21/17	00084	8/19/17 42453	201708 320-53800-49000		*	84.00	
		RENT STORAGE FEE - SEP17					
				VIERA STORAGE COMPANY			84.00 053001
8/23/17	00004	7/31/17 143515	201707 310-51300-31500		*	1,125.00	
		RECEIPT/REVIEW/PREPMEETIN					
				BILLING, COCHRAN, LYLES, MAURO&RAMSEY			1,125.00 053002
8/23/17	00170	8/17/17 7244160	201708 320-53800-34500		*	2,125.20	
		SECURITY 8/11/17-8/17/17					
				UNIVERSAL PROTECTION SERVICE, LP			2,125.20 053003
8/25/17	00047	8/18/17 S-95360	201708 320-53800-41100		*	240.84	
		REINSTALL ARM REAR ENTRNC					
				ACCESS CONTROL TECHNOLOGIES			240.84 053004
8/25/17	00123	6/22/17 W11945A	201706 320-53800-47500		*	630.00	
		ENTRNC/FOUNTN/POOL CLOCK					
				EAU GALLIE ELECTRIC INC.			630.00 053005

BAYT --BAYTREE-- BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/30/17	00012	8/23/17 1865532	201707 310-51300-31100 JUL ENGINEERING SRVC		*	310.00	
			ATKINS				310.00 053006
8/30/17	00047	8/25/17 S-95092	201707 320-53800-41100 REAR ENTRNC SRVC/TRAVEL		*	240.00	
			ACCESS CONTROL TECHNOLOGIES				240.00 053007
8/30/17	00170	8/24/17 7256651	201708 320-53800-34500 SECURITY 8/16/17-8/24/17		*	2,125.20	
			UNIVERSAL PROTECTION SERVICE, LP				2,125.20 053008
9/06/17	00140	8/28/17 89809	201708 320-53800-41100 ANNUAL FIRE EXTIN.INSPEC.		*	35.00	
			ATP FIRE				35.00 053009
9/06/17	00021	9/01/17 279	201709 310-51300-34000 MANAGEMENT FEES SEP17		*	3,312.17	
		9/01/17 279	201709 310-51300-35100 INFO TECHNOLOGY SEP17		*	133.33	
		9/01/17 279	201709 310-51300-51000 OFFICE SUPPLIES		*	2.34	
		9/01/17 279	201709 310-51300-42000 POSTAGE		*	28.10	
		9/01/17 279	201709 310-51300-42500 COPIES		*	66.45	
		9/01/17 281	201709 320-53800-34000 FIELD MANAGEMENT SEP17		*	2,253.17	
		9/01/17 281	201709 320-53800-41100 TROUBLESHOOT GRDHSE COMPU		*	200.00	
			GOVERNMENTAL MANAGEMENT SERVICES				5,995.56 053010
9/06/17	00017	8/28/17 08282017	201708 320-53800-46200 JANITORIAL SERVICES-AUG17		*	350.00	
			J & I JANITORIAL SERVICES				350.00 053011
9/06/17	00170	8/31/17 7271603	201708 320-53800-34500 SECURITY 8/25/17-8/31/17		*	2,125.20	
			UNIVERSAL PROTECTION SERVICE, LP				2,125.20 053012
9/14/17	00019	8/04/17 16719	201708 320-53800-46200 CHLOR.O-RING INSTALL		*	38.50	
		9/04/17 17349090	201709 320-53800-46200 MONTHLY POOL SRVICE-SEP17		*	625.00	
			BEACH POOL SERVICE				663.50 053013

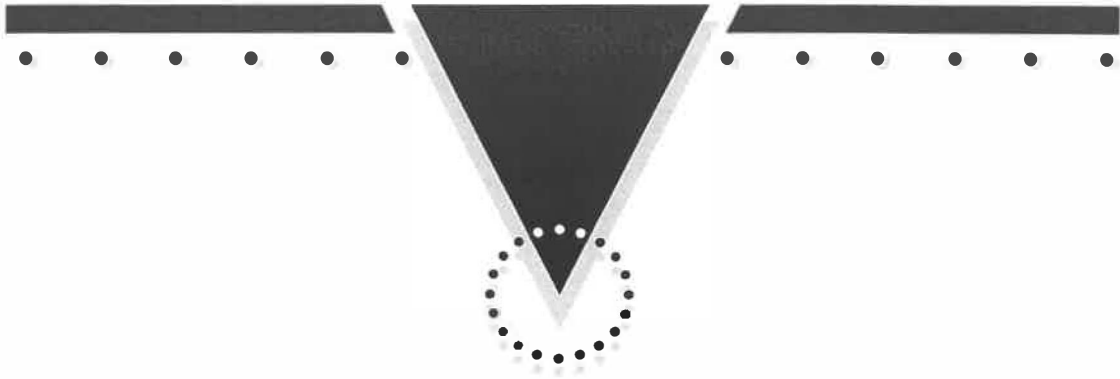
BAYT --BAYTREE-- BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/14/17	00039	8/07/17 315407	201708 320-53800-47000 AQUATIC WEED CTRL AUG17	ECOR INDUSTRIES	*	2,413.00	2,413.00 053014
9/14/17	00085	8/29/17 6036	201709 300-15500-10000 FY18 PROPERTY INSURANCE	EGIS INSURANCE ADVISORS, LLC.	*	4,803.00	
		8/29/17 6036	201709 300-15500-10000 FY18 GEN.LIAB/PUBLIC OFFC		*	7,744.00	12,547.00 053015
9/14/17	00170	9/07/17 7302431	201709 320-53800-34500 SECURITY 9/1/17-9/7/17	UNIVERSAL PROTECTION SERVICE, LP	*	2,188.57	2,188.57 053016
9/19/17	00021	9/18/17 282	201709 300-15500-10000 FY18 ASSESSMENT ROLL CERT	GOVERNMENTAL MANAGEMENT SERVICES	*	7,500.00	7,500.00 053017
9/20/17	00016	9/06/17 37776	201709 320-53800-47300 MTHLY LANDSCAPE - SEP17	TROPIC-CARE OF FLORIDA, INC.	*	7,223.33	7,223.33 053018
9/20/17	00170	9/14/17 7318822	201709 320-53800-34500 SECURITY 9/8/17-9/14/17		*	1,252.35	
		9/14/17 7318822	201709 320-53800-34500 SECURITY 9/8/17-9/14/17	UNIVERSAL PROTECTION SERVICE, LP	V	1,252.35-	.00 053019
9/20/17	00084	9/16/17 42997	201709 320-53800-49000 RENT STORAGE FEE - SEP17	VIERA STORAGE COMPANY	*	84.00	84.00 053020
TOTAL FOR BANK A						84,981.68	
TOTAL FOR REGISTER						84,981.68	

BAYT --BAYTREE-- BPEREGRINO



B



Baytree

Community Development District

Unaudited Financial Reporting
August 31, 2017



Table of Contents

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5	Pavement Management Fund
6	Community Beautification Fund
7-8	Month to Month
9	Assessment Receipt Schedule

Baytree
Community Development District
Combined Balance Sheet
August 31, 2017

	General Fund	Capital Projects Fund	Totals (Memorandum Only) 2017
<u>Assets:</u>			
<u>Cash:</u>			
Wells Fargo	\$120,156	---	\$120,156
SunTrust - Capital Reserves	---	\$86,380	\$86,380
SunTrust - Pavement Management	---	\$102,624	\$102,624
Regions - Community Beautification	---	\$43,826	\$43,826
Due From IOB	---	---	\$0
<u>Investments:</u>			
Custody	\$1,023	---	\$1,023
Total Assets	<u><u>\$121,180</u></u>	<u><u>\$232,830</u></u>	<u><u>\$354,010</u></u>
<u>Liabilities:</u>			
Accounts Payable	\$4,962	\$4,740	\$9,702
<u>Fund Balances:</u>			
Assigned	---	\$81,640	\$81,640
Assigned	---	\$102,624	\$102,624
Assigned	---	\$43,826	\$43,826
Unassigned	<u>\$116,218</u>	<u>---</u>	<u>\$116,218</u>
Total Liabilities and Fund Equity & Other Credits	<u><u>\$121,180</u></u>	<u><u>\$232,830</u></u>	<u><u>\$354,010</u></u>

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2017

	Adopted Budget	Prorated Budget Thru 08/31/17	Actual Thru 08/31/17	Variance
Revenues:				
Maintenance Assessments	\$695,968	\$695,968	\$698,104	\$2,136
Interest Income - Investments	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$28,265	\$22,127	\$22,127	\$0
Miscellaneous Income	\$4,000	\$3,667	\$4,440	\$773
Total Revenues	\$728,233	\$721,762	\$724,672	\$2,910

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$8,000	\$8,200	(\$200)
FICA Expense	\$612	\$561	\$627	(\$66)
Engineering	\$25,000	\$22,917	\$25,994	(\$3,077)
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$16,271	\$35,957	(\$19,686)
Annual Audit	\$3,800	\$3,200	\$3,200	\$0
Management Fees	\$39,746	\$36,434	\$36,434	\$0
Information Technology	\$1,600	\$1,467	\$1,467	\$0
Telephone	\$150	\$138	\$60	\$77
Postage	\$1,500	\$1,375	\$971	\$404
Insurance	\$13,500	\$13,500	\$12,529	\$971
Tax Collector Fee	\$13,970	\$13,970	\$13,979	(\$9)
Printing & Binding	\$1,700	\$1,558	\$719	\$839
Legal Advertising	\$1,200	\$1,100	\$262	\$838
Other Current Charges	\$1,250	\$1,146	\$1,357	(\$211)
Office Supplies	\$400	\$367	\$178	\$188
Property Taxes	\$250	\$229	\$228	\$1
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$138,337	\$130,141	\$150,072	(\$19,932)

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2017

	Adopted Budget	Prorated Budget Thru 08/31/17	Actual Thru 08/31/17	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$115,181	\$105,583	\$102,048	\$3,534
Security - Speed Control	\$10,296	\$9,438	\$7,623	\$1,815
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$9,000	\$8,250	\$18,927	(\$10,677)
Telephone - Gate House/Pool	\$7,500	\$6,875	\$7,566	(\$691)
Transponders	\$4,500	\$4,270	\$4,270	\$0
Field Management Fees	\$27,038	\$24,785	\$24,785	(\$0)
Electric	\$52,090	\$47,749	\$47,409	\$340
Water & Sewer	\$12,997	\$11,914	\$5,234	\$6,680
Gas	\$6,258	\$5,737	\$6,728	(\$991)
Maintenance - Lakes	\$36,600	\$33,550	\$28,293	\$5,257
Maintenance - Landscape Contract	\$91,014	\$83,429	\$79,457	\$3,973
Maintenance - Additional Landscape	\$19,000	\$17,417	\$29,434	(\$12,017)
Maintenance - Pool	\$16,450	\$15,079	\$15,421	(\$341)
Maintenance - Irrigation	\$6,000	\$5,500	\$6,300	(\$800)
Maintenance - Lighting	\$7,000	\$6,417	\$17,540	(\$11,124)
Maintenance - Monuments	\$7,000	\$6,417	\$2,705	\$3,712
Maintenance - Other Field (R&M General)	\$4,000	\$3,667	\$3,302	\$365
Maintenance - Playground	\$500	\$458	\$0	\$458
Maintenance - Tennis Court Area	\$1,000	\$917	\$1,031	(\$114)
Holiday Landscape Lighting	\$4,000	\$3,667	\$1,965	\$1,702
Operating Supplies	\$750	\$688	\$6	\$681
Sidewalk/Curb Cleaning	\$5,000	\$4,583	\$5,800	(\$1,217)
Miscellaneous	\$1,000	\$917	\$380	\$537
Total Operation and Maintenance	\$445,374	\$408,505	\$417,323	(\$8,818)
<u>Reserves</u>				
Transfer Out - Capital Projects - Paving Baytree	\$56,982	\$56,982	\$56,982	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$18,618	\$18,618	\$18,618	\$0
Transfer Out - Reserves	\$23,654	\$23,654	\$23,654	\$0
Transfer Out - Community Beautification Fund	\$45,268	\$45,268	\$45,268	\$0
Total Reserves	\$144,522	\$144,522	\$144,522	\$0
Total Expenditures	\$728,233		\$711,917	
Excess Revenues (Expenditures)	(\$0)		\$12,754	
Fund Balance - Beginning	\$0		\$103,464	
Fund Balance - Ending	\$0		\$116,218	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2017

	Adopted Budget	Prorated Budget Thru 08/31/17	Actual Thru 08/31/17	Variance
Revenues:				
Transfer In	\$23,654	\$23,654	\$23,654	\$0
Interest Income	\$100	\$92	\$57	(\$35)
Total Revenues	\$23,754	\$23,746	\$23,711	(\$35)
Expenditures:				
Lake Bank Restoration	\$15,000	\$13,750	\$24,872	(\$11,122)
Sidewalk/Gutter Repair	\$12,500	\$11,458	\$12,057	(\$599)
Drainage Maintenance	\$10,000	\$9,167	\$12,000	(\$2,833)
Well	\$0	\$0	\$9,740	(\$9,740)
Curb - Tree Trimming/Replacements	\$6,500	\$5,958	\$13,905	(\$7,947)
Benches	\$10,000	\$9,167	\$4,080	\$5,087
Pool Equipment	\$10,000	\$9,167	\$8,261	\$906
Signage	\$0	\$0	\$3,530	(\$3,530)
Total Expenditures	\$64,000	\$58,667	\$88,444	(\$29,778)
Excess Revenues (Expenditures)	(\$40,246)		(\$64,733)	
Fund Balance - Beginning	\$130,796		\$146,373	
Fund Balance - Ending	\$90,550		\$81,640	

Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2017

	Adopted Budget	Prorated Budget Thru 08/31/17	Actual Thru 08/31/17	Variance
Revenues:				
Transfer In - Baytree	\$56,982	\$56,982	\$56,982	\$0
Transfer In - IOB	\$18,618	\$18,618	\$18,618	\$0
Interest Income	\$75	\$69	\$74	\$5
Total Revenues	\$75,675	\$75,669	\$75,674	\$5
Expenditures:				
Roadway Paving	\$0	\$0	\$130,748	(\$130,748)
Total Expenditures	\$0	\$0	\$130,748	(\$130,748)
Excess Revenues (Expenditures)	\$75,675		(\$55,074)	
Fund Balance - Beginning	\$157,691		\$157,698	
Fund Balance - Ending	\$233,366		\$102,624	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending August 31, 2017

	Adopted Budget	Prorated Budget Thru 08/31/17	Actual Thru 08/31/17	Variance
Revenues:				
Transfer In	\$45,268	\$45,268	\$45,268	\$0
Misc Income - SCCU Reimbursement	\$0	\$0	\$30,000	\$30,000
Total Revenues	\$45,268	\$45,268	\$75,268	\$30,000
Expenditures:				
Bank Fees	\$0	\$0	\$36	(\$36)
Beautification Projects	\$0	\$0	\$3,180	(\$3,180)
Kingswood Landscape Project	\$0	\$0	\$55,564	(\$55,564)
Pressure Washing	\$0	\$0	\$3,900	(\$3,900)
Landscape Design	\$0	\$0	\$750	(\$750)
Total Expenditures	\$0	\$0	\$63,431	(\$63,431)
Excess Revenues (Expenditures)	\$45,268		\$11,837	
Fund Balance - Beginning	\$46,531		\$31,989	
Fund Balance - Ending	\$91,799		\$43,826	

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$138,643	\$494,705	\$20,485	\$9,388	\$4,566	\$19,513	\$2,886	\$7,918	\$0	\$0	\$0	\$698,104
Interest Income - Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$7,193	\$0	\$0	\$7,467	\$0	\$0	\$7,467	\$0	\$0	\$0	\$22,127
Miscellaneous Income	\$393	\$388	\$299	\$474	\$569	\$499	\$349	\$343	\$449	\$360	\$319	\$0	\$4,440
Total Revenues	\$393	\$139,030	\$502,197	\$20,959	\$9,957	\$12,532	\$19,862	\$3,228	\$15,834	\$360	\$319	\$0	\$724,672
Expenditures:													
Administrative													
Supervisor Fees	\$1,400	\$1,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$1,000	\$800	\$0	\$1,000	\$0	\$8,200
FICA Expense	\$107	\$77	\$77	\$0	\$77	\$0	\$77	\$77	\$61	\$0	\$77	\$0	\$627
Engineering	\$4,910	\$3,708	\$1,783	\$0	\$7,304	\$2,293	\$2,447	\$0	\$0	\$3,551	\$0	\$0	\$25,994
Attorney Fees	\$12,436	\$7,945	\$2,533	\$984	\$2,735	\$816	\$2,724	\$2,208	\$2,453	\$1,125	\$0	\$0	\$35,957
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	\$3,200	\$0	\$0	\$0	\$3,200
Management Fees	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$0	\$36,434
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$1,467
Telephone	\$0	\$10	\$39	\$12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
Postage	\$17	\$137	\$28	\$139	\$46	\$156	\$134	\$17	\$143	\$142	\$13	\$0	\$971
Insurance	\$12,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,529
Tax Collector Fee	\$0	\$0	\$13,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,979
Printing & Binding	\$145	\$142	\$10	\$26	\$78	\$17	\$58	\$65	\$80	\$14	\$85	\$0	\$719
Legal Advertising	\$85	\$178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262
Other Current Charges	\$73	\$65	\$66	\$520	\$123	\$108	\$93	\$80	\$74	\$76	\$79	\$0	\$1,357
Office Supplies	\$24	\$8	\$24	\$1	\$24	\$2	\$23	\$24	\$24	\$1	\$23	\$0	\$178
Property Taxes	\$0	\$228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$228
Property Appraiser	\$0	\$0	\$234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$42,845	\$16,943	\$23,216	\$5,128	\$14,832	\$6,837	\$10,000	\$6,916	\$10,280	\$8,353	\$4,723	\$0	\$150,072

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Field:</u>													
Security Contract	\$9,126	\$9,100	\$9,589	\$9,564	\$8,501	\$9,386	\$9,108	\$9,564	\$9,136	\$9,564	\$9,412	\$0	\$102,048
Security - Speed Control	\$693	\$891	\$1,089	\$792	\$495	\$891	\$594	\$792	\$594	\$792	\$0	\$0	\$7,623
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$1,100
Maintenance - Gate House	\$4,391	\$870	\$3,963	\$1,147	\$270	\$2,334	\$1,874	\$939	\$559	\$2,070	\$486	\$0	\$18,927
Telephone - Gate House/Pool	\$595	\$594	\$604	\$882	\$969	\$809	\$817	\$614	\$556	\$559	\$565	\$0	\$7,566
Transponders	\$0	\$2,259	\$0	\$0	\$0	\$0	\$0	\$0	\$2,011	\$0	\$0	\$0	\$4,270
Field Management Fees	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$2,253	\$0	\$24,785
Electric	\$3,804	\$3,945	\$3,930	\$4,168	\$4,278	\$4,522	\$4,553	\$4,378	\$4,626	\$4,709	\$4,496	\$0	\$47,409
Water & Sewer	\$45	\$605	\$398	\$501	\$376	\$698	\$845	\$800	\$0	\$427	\$539	\$0	\$5,234
Gas	\$31	\$492	\$1,024	\$1,101	\$1,454	\$963	\$984	\$437	\$146	\$62	\$33	\$0	\$6,728
Maintenance - Lakes	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$2,763	\$2,413	\$0	\$28,293
Maintenance - Landscape Contract	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$7,223	\$0	\$79,457
Maintenance - Additional Landscape	\$2,950	\$8,250	\$8,184	\$9,750	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$29,434
Maintenance - Pool	\$2,173	\$1,268	\$1,075	\$1,832	\$1,473	\$1,231	\$1,107	\$1,504	\$1,268	\$1,300	\$1,189	\$0	\$15,421
Maintenance - Irrigation	\$0	\$0	\$0	\$2,950	\$0	\$0	\$0	\$0	\$3,350	\$0	\$0	\$0	\$6,300
Maintenance - Lighting	\$2,803	\$1,793	\$426	\$1,078	\$5,575	\$2,130	\$0	\$252	\$999	\$2,484	\$0	\$0	\$17,540
Maintenance - Monuments	\$1,875	\$0	\$0	\$0	\$0	\$0	\$0	\$830	\$0	\$0	\$0	\$0	\$2,705
Maintenance - Other Field (R&M General)	\$107	\$108	\$84	\$88	\$84	\$84	\$84	\$2,410	\$84	\$84	\$84	\$0	\$3,302
Maintenance - Playground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Tennis Court Area	\$0	\$0	\$0	\$0	\$0	\$0	\$363	\$668	\$0	\$0	\$0	\$0	\$1,031
Holiday Landscape Lighting	\$983	\$0	\$983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,965
Operating Supplies	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
Sidewalk/Curb Cleaning	\$0	\$0	\$0	\$0	\$3,800	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$5,800
Miscellaneous	\$0	\$0	\$81	\$0	\$0	\$0	\$100	\$0	\$0	\$199	\$0	\$0	\$380
Total Field	\$41,465	\$42,415	\$43,351	\$46,093	\$39,165	\$35,287	\$35,419	\$35,428	\$35,219	\$34,489	\$28,992	\$0	\$417,323
<u>Reserves:</u>													
Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$56,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,982
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$18,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,618
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$23,654	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,654
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$45,268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,268
Total Reserves	\$0	\$0	\$0	\$0	\$144,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$144,522
Total Expenditures	\$84,310	\$59,358	\$66,567	\$51,222	\$198,519	\$42,124	\$45,419	\$42,344	\$45,500	\$42,842	\$33,715	\$0	\$711,917
Excess Revenues (Expenditures)	(\$83,917)	\$79,672	\$435,630	(\$30,263)	(\$188,561)	(\$29,592)	(\$25,557)	(\$39,116)	(\$29,666)	(\$42,482)	(\$33,396)	\$0	\$12,754

**BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2017

TAX COLLECTOR

Gross Assessments \$ 725,083
Net Assessments \$ 696,080

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Interest Income	Net Amount Received
11/9/16	ACH	\$ 9,248.54	\$ 490.15	\$ -	\$ 8,758.39
11/23/16	ACH	\$ 135,296.48	\$ 5,412.00	\$ -	\$ 129,884.48
12/13/16	ACH	\$ 497,199.07	\$ 19,853.37	\$ -	\$ 477,345.70
12/29/16	ACH	\$ 18,007.20	\$ 647.82	\$ -	\$ 17,359.38 *
1/11/17	ACH	\$ 21,118.41	\$ 633.53	\$ -	\$ 20,484.88
2/9/17	ACH	\$ 9,599.17	\$ 211.10	\$ -	\$ 9,388.07 *
3/9/17	ACH	\$ 4,612.38	\$ 46.13	\$ -	\$ 4,566.25
4/12/17	ACH	\$ 19,513.07	\$ -	\$ -	\$ 19,513.07 *
5/10/17	ACH	\$ 2,801.46	\$ -	\$ 84.04	\$ 2,885.50
6/14/17	ACH	\$ 1,537.46	\$ -	\$ 46.12	\$ 1,583.58
6/16/17	ACH	\$ 6,149.84	\$ -	\$ 184.48	\$ 6,334.32 *
Totals		\$ 725,083.08	\$ 27,294.10	\$ 314.64	\$ 698,103.62

12/29/16 Distribution includes commission fees of \$13,979.42

2/9/17 Distribution has postage expense of \$25.53 deducted

4/12/17 Distribution includes postage of \$.96

SECTION VII

Baytree Community Development District

August 2, 2017

To: Baytree Community Development District Board of Supervisors

From: Maria G. Hernandez, Supervisor

Effective November 7th, 2017, I am resigning as a Supervisor from the Baytree Community Development District. This will give the board sufficient time to find a replacement.


Maria G. Hernandez

(321) 751-0014