

*Baytree Community  
Development District*

*Agenda*

*December 4, 2018*

# AGENDA

# *Baytree*

## *Community Development District*

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

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

November 27, 2018

Board of Supervisors  
Baytree Community  
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet Tuesday, December 4, 2018 at 6:00 p.m. at the Isles of Baytree Clubhouse, 456 Glen Abbey Way, Melbourne, Florida. PLEASE NOTE THE DATE, TIME AND LOCATION OF THE MEETING. Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
  - A. Security
    - i. Discussion of Gate Arms
    - ii. Status of VMS System
  - B. BCA
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members
  - B. Election of Officers
  - C. Consideration of Resolution 2019-01 Electing Officers
  - D. Discussion of Board Member Responsibilities
4. Approval of Minutes of the September 26, 2018 Meeting
5. New Business
  - A. Ratification of Resolution 2019-02 Amending the Fiscal Year 2018 Budget
  - B. Discussion of Suntree Bank
  - C. Consideration of Proposal for Tennis Court Refurbishment
6. CDD Action Items/Staff Reports
  - A. CDD Action Items
  - B. Additional Staff Reports
    - i. Attorney
    - ii. Engineer
      1. Roadway Work
      2. Speed Humps
      3. Pavilion Paving
      4. Lake Bank Restoration
    - iii. District Manager's Report
      1. Field Manager's Report
7. Treasurer's Report
  - A. Consideration of Check Register
  - B. Balance Sheet and Income Statement

8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

The second order of business is community updates. Section A is an update from Security, Section 1 is discussion of gate arms and Section 2 is status of VMS system. Section B is the BCA update.

The third order of business is Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Board members. There is no back-up material. Section B is the election of officers and Section C is the consideration of Resolution 2019-01 electing officers. A copy of the Resolution is enclosed for your review. Section D is the discussion of Board member responsibilities. This is an open discussion item.

The fourth order of business is the approval of the minutes of the September 26, 2018 meeting. The minutes are enclosed for your review.

The fifth order of business is the discussion of new business items. Section A is the ratification of Resolution 2019-02 amending the Fiscal Year 2018 budget. A copy of the Resolution and amended budget are enclosed for your review. Section B is the discussion of the Suntree bank. Quotes for survey work are enclosed for your review. Section C is consideration of proposal for tennis court refurbishment. A copy of the proposal is enclosed for your review.

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

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

The eighth order of business is Supervisor's Requests.

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

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

Sincerely,



Jason Showe,  
District Manager

Cc: Dennis Lyles/Michael Pawelczyk, District Counsel  
Maryelen Samitas, District Engineer  
Darrin Mossing, GMS



## SECTION III

# SECTION C

## **RESOLUTION 2019-01**

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

**WHEREAS**, the Board of Supervisors of the **Baytree Community Development District** at a regular business meeting held on **December 4, 2018** desires to elect the below recited persons to the offices specified.

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

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

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

**PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF DECEMBER, 2018.**

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

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

# MINUTES

MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, September 26, 2018 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Melvin Mills  
Jerry Darby  
Richard Brown

Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Jason Showe  
Michael Pawelczyk  
Maryelen Samitas  
William Viasalyers  
William McLeod  
Valerie Scott  
Residents

District Manager  
District Counsel  
District Engineer  
Field Manager  
DSI Security  
DSI Security

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Community Updates**

**A. Security**

Ms. Scott: Just to give you an update on the Visitor Management System (VMS), about 120 homes self-registered and another dozen or so registered via the administrative function. We are going live on October 1<sup>st</sup>. There will be new forms and cheat sheets on the Baytree website for all of the processes and procedures, probably by tomorrow. It's been a great success. We had two training sessions so far. We had just over 50 people at the first session and just under 50 people at the second session. We are talking about probably having one in November for when the snowbirds return and after the system has been around for a while. If you go onto the

Baytree website after tomorrow you will find a YouTube video explanation, a help link, and a question mark on the portal for you to ask any questions on all of the forms. If you don't intend to use the system you would still call the gatehouse. If you want to have the system set up for you, it only requires three or four pieces of information on a form that is turned into the gatehouse. You will create the account and then you can decide later on whether you want to start using it, manage it, and enter other family members and visitors. Can I answer any questions about the VMS at this point?

Mr. Brown: Do we need to re-register our cards?

Mr. Showe: No, the transponder system is completely separate from it. They will operate as intended. This is only for folks coming through to talk to the guard on the visitor side.

Ms. Scott: It's for family members who drive vehicles without transponders. You probably want to encourage them to get that permanent pass by October 1<sup>st</sup> or any time after. Just keep it in whatever car you drive. It will be a little quicker for them. I think once everyone has gone into the system and registered their visitors they are going to find that it's very efficient and user friendly. It will speed things up. Thank you.

Mr. Mills: Thank you.

Mr. Showe: Jerry, is there anything that you want to add?

Mr. Darby: Nothing other than that the training sessions were excellent and well attended. I think that we will probably have another one in November for anyone who was unable to attend the prior ones. We are setting up administrators and help desks, so if anyone has a difficult time while entering the data they can just ask us for that information. DSI Security Services (DSI) did a great job.

## **B. BCA**

Mr. Mills: Wayne, do you want to give us the BCA update?

Mr. Wilkerson: I will defer that because our Board Meeting is on Friday.

Mr. Mills: Thanks Wayne.

Mr. Darby: Wayne, do you mind if I give a pavilion update?

Mr. Wilkerson: Sure, go ahead.

Mr. Darby: The permit was finally issued by the County on August 24<sup>th</sup> and we were able to do the initial excavation last Wednesday. The stakes were installed and are continuing to

be installed today. We are putting in fill tomorrow. The electrician will run electricity on Thursday and the concrete will be poured on Friday. Once the concrete is poured and cured we will construct the base of the pavilion. The trusses are expected to arrive on or about October 8<sup>th</sup>. Once the trusses are delivered we can assemble the roof. We are anticipating that the pavilion will be completed by the end of October.

**THIRD ORDER OF BUSINESS****Approval of Minutes of the August 1, 2018 Meeting**

Mr. Mills: We will ask for approval of the minutes. Were there any additions or corrections?

Mr. Darby: On Page 16, Ms. Matadial said, *"It is unfair to those people and the older generation that's living here, to pay \$300,000 a year in taxes."* Did we review the transcript?

Mr. Showe: We listened to the recording and that is what she said.

Mr. Darby: For purposes of the minutes, I don't think that anyone pays \$300,000 in taxes. In the last paragraph, Ms. Morgan said, *"I think that you are doing due diligence."* I think she meant to say, *"I think that you are not doing due diligence."* That's all I had.

Mr. Mills: If there are no other changes, I will entertain a motion to approve the minutes.

Mr. Showe: As amended.

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, the minutes of the August 1, 2018 meeting, were approved as amended.

**FOURTH ORDER OF BUSINESS****New Business****A. Consideration of Contract Extensions**

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

Mr. Showe: I will run through these briefly with you and then you can discuss them as you wish. The Landscape, Aquatic Management and Pool Maintenance Agreements are extensions of the current contract, with no increase in pricing. There are no changes we are just

extending the terms out. Regarding the Janitorial Maintenance Agreement, we had to change our janitorial vendor last year because of the unexpected death of the prior vendor. The vendor came in and started doing work. He bid less than the prior vendor and I think he realized that it was a little more work than he originally bid, so he increased the price to \$431 a month. That includes supplies which puts him right in line with what we were paying the prior vendor. We also included a scope with this contract that lays out all of the duties. He has been doing much better since we started tailoring what he's doing and working with him.

Mr. Brown: Jason, his contract says \$405.

Mr. Showe: He sent a revised contract. We wanted to make sure that the scope matched the scope of work. There was some confusion about that initially. We provided a new quote in your agenda package for \$431. It also says that he's including the supplies and all of the responsibilities. I think that's probably far more in line with what we should be doing in terms of cleaning the pool facility. He's also straightening the furniture, which was not included in his initial quote.

Mr. Darby: The budget this year is \$5,860, including supplies. Would that fall within our budget?

Mr. Showe: That's all included as part of the pool maintenance. I think we will be fine.

Mr. Mills: Jason, for the public's information, there has been quite a bit of talk about not bidding out the landscaping, but I did get another quote from Paradise Landscaping; however, they were \$40,000 higher than what we are currently paying. Dave has done an outstanding job. That being said, there are some issues that we are continuing to meet with him on. I will give a report later in the meeting. I just wanted to let everybody know that.

Mr. Showe: The Facility Use Agreement for the pool facility is for water aerobics. They indicated to us that they added a fourth instructor, which is why you see some blanks. They have not provided that information as of yet, but we would like to see if the Board would approve the contract in substantial form until we get that information. You can take these one by one or approve them all as presented.

Mr. Pawelczyk: As far as the Janitorial Services Agreement, we also included the amendment with the \$405 amount.

Mr. Showe: We will revise that. I received that this morning when they finalized all of the proposals.



Mr. Mills: Would the Board like to take them all at one time?

Mr. Darby: I think it would be better if we took them individually.

Mr. Brown: That's fine.

Mr. Mills: With that being said, I will entertain a motion for extending the Landscape Maintenance Agreement.

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, extending the Landscape Maintenance Agreement with Tropic-Care, was approved.

Mr. Mills: I will entertain a motion for extending the Aquatic Management Agreement.

On MOTION by Mr. Brown, seconded by Mr. Darby, with all in favor, extending the Aquatic Maintenance Agreement with ECOR Industries, was approved.

Mr. Studds: Geoff Studds, 7971 Chatham Court. For the Facility Use Agreement, you mentioned that there was an extra instructor. Is there an extra cost for that?

Mr. Showe: No, the contract is at the same price.

Mr. Studds: How many people actually participate?

Mr. Showe: In all of our CDDs, it's probably the most well attended event that any of our facilities host. There's probably 20 people at almost every single class. There's no cost to the District for that. The contractor pays the District 10% of everything she makes for use of the facility.

Mr. Darby: You had to include additional sessions because of the demand.

Mr. Studds: What does the facility contract cover?

Mr. Showe: It covers the liability for the District.

Mr. Studds: So, it's a common bottom line contract.

Mr. Pawelczyk: It's a Facility Use Agreement whereby they have to provide us with Certificates of Insurance.

Mr. Showe: It's actually a revenue to the District.

Mr. Mills: If there are no further questions, we will entertain a motion for extending the Pool Maintenance Agreement.

On MOTION by Mr. Brown, seconded by Mr. Darby, with all in favor, extending the Pool Maintenance Agreement with Beach Pool Service, was approved.

Mr. Mills: If there are no questions, I will entertain a motion for extending the Janitorial Maintenance Agreement.

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, extending the Janitorial Maintenance Agreement with Coverall, was approved.

Mr. Mills: If there are no questions, I will entertain a motion for extending the Facility Use Agreement, in substantial form.

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, extending the Facility Use Agreement for the Pool Facility with Renee Hubert, for one year, was approved in substantial form.

**B. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2018**

Mr. Showe: You bid those services out several years ago, and this was in line with the bid that they proposed. We would like to get these agreements in place before the fiscal year starts, because they increased the deadline to get all of these done. This allows us to get that process started at the end of the fiscal year. It is in line with their proposal and it's the amount that we budgeted for, so we recommend approval unless the Board has any questions.

Mr. Darby: Is that the amount we paid last year?

Mr. Showe: Actually it's \$100 more, but that's what their bid was when they initially bid the project.

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, the Agreement with Grau & Associates for Auditing Services for Fiscal Year 2018, in the amount of \$3,400, was approved.

**C. Consideration of Website Compliance Proposal from VGlobalTech**

Mr. Showe: We had some discussions in the past about compliance issues under the American with Disabilities Act (ADA). We provided this proposal to make the website compliant. We have been working with this company and used them in multiple Districts to get some economies of scale in terms of the pricing. What we would ask at this point is to only approve one-time compliance and conversion costs. GMS has been having negotiations with this company and is going to do the ongoing conversions ourselves underneath the existing GMS contract, but there's a lot of work to make the website into the format that is required to comply with the ADA requirements. There will be a one-time \$2,500 fee. As part of the Settlement Agreement that the Board approved we must make the website compliant, so it would be our recommendation to approve just the one-time conversion. GMS is capable of handling anything that gets added to the website and it will be in the proper format. There is a lot of work to convert the PDFs and the other documents you have to make them accessible.

Mr. Darby: Jason, Task 7 calls for support of up to one-hour per month for \$600. Is that needed if GMS is going to take over the maintenance?

Mr. Showe: I will have to check with the vendor on that, because I'm not 100% sure. The website and IT guys have been working through this project.

Mr. Darby: Okay.

Mr. Brown: They are not guaranteeing that the work they do will be compliant.

Mr. Mills: No.

Mr. Brown: I have a problem with that, especially with the ADA requirements.

Mr. Pawelczyk: I haven't looked at it. It hasn't been sent to me for review.

Mr. Showe: If the Board wants to hold off, we can get some more information for the next meeting. I think we had 18 months pursuant to the Settlement Agreement to make the website compliant.

Mr. Mills: Let's get some more definitive numbers.

Mr. Pawelczyk: That may give you more time to find out what the overall cost will be and the impact. While we are on that topic, I just want to report that the case was closed against the District. We approved the settlement through our insurance provider. The District has basically been dismissed from that lawsuit.

Mr. Mills: For people that are new here, would you explain what we just covered in brief detail, please?

Mr. Pawelczyk: Sure. A plaintiff, Anna Marie DeFeo, sued the Baytree CDD and about 20 plus other CDDs alleging that our CDD website, which we are required to maintain by Florida Law, was in violation of the ADA because it was inaccessible to her as a blind individual. There were some federal regulations involved. The case was accepted and defended by an insurance carrier and Counsel was assigned by our insurer. They recommended that we settle the case, which we did. The insurance company paid about \$2,300 to \$2,500 as part of the settlement. The impact on the District is to bring the website into compliance within 18 months. That's the long and short of it. I believe that the lawsuit started out against private companies and it slowly expanded into government agencies. A number of municipalities have been hit, but not necessarily by this plaintiff.

Mr. Showe: As we understand it, HOAs are now being hit with the same one and like you said, private companies are getting the same treatment.

Mr. Pawelczyk: I think we reported at the last meeting that it's ironic that someone is suing us because they want accessibility to the website, when the result of this lawsuit and others will be that less information is readily available to the public.

Mr. Showe: I will bring your questions back to our IT folks and try to have them attend the next meeting to provide you a better explanation. We have plenty of time to get it complied with.

Mr. Mills: We can send you any questions.

Mr. Showe: That would be terrific. That way, I can have them prepared. If I have answers in advance, I will get those to you. No worries.

**D. Ratification of First Amendment to Small Project Agreement with Bella Custom Builders, Inc.**

Mr. Darby: Let me give you some background. In the process of securing a surety bond, the bonding agency would not agree to the seven-year warranty that the contractor agreed to. Our Agreement had that provision, so in order to get this bond, we got them to agree to a two-year warranty and the contractor agreed to five years. So essentially, we have two parties agreeing to warrant for seven years.

Mr. Mills: Very good. Are there any questions? Rick?

Mr. Brown: No.

Mr. Darby: No.

Mr. Mills: If not, we will entertain a motion to approve it.

On MOTION by Mr. Brown, seconded by Mr. Darby, with all in favor, the First Amendment to Small Project Agreement with Bella Custom Builders, Inc., in the amount of \$3,400, was approved.

**E. Discussion Items**

**i. Discussion of Suntree Bank**

Mr. Showe: We added to the agenda the email that we received prior to the last Board Meeting, at the Board's request. We can have any discussion that you would like to have on this item.

Mr. Mills: Does anyone want to speak on the Suntree Bank matter?

Mr. Bowman: Harry Bowman, 605 Deerhurst Drive. As you well know, this has been a thorn in my side for a very long time. The issue at hand is that Tropic-Care does not consistently maintain plants on Lake 5 and they are continually deteriorating. The Board decided that they don't want to spend any money on replacements, so the residents who bought homes on Lake 5 want a change. Originally there were going to be Palm trees, but they couldn't afford it so they put in Wax Myrtles; however, they weren't maintaining those. It says in the contract that they are supposed to maintain and treat the Wax Myrtles. I provided pictures on what they did to the trees and bushes. They were exposed to sunlight and everything else and it took a long time for them to come back, because there wasn't any rain. Again, they were in the same state that the previous ones were when they were butchered and the process repeated itself over and over again. I don't know if the contract changed with that care, but it says that if anything is damaged by the contractor, you must replace it. The Board has allowed this to continue over and over again. GMS and the site manager never hold Tropic-Care accountable. To get it cleaned up, I have to take pictures and send it in an email so you can see it. I have probably 15 to 18 years of records on this. The Board is totally insensitive and I know other people that are unhappy. I am totally dissatisfied because residents on Lake 5 pay the same assessments as everybody else. We don't see the swimming pool, but we pay for the upkeep. We don't see the tennis court, but we pay for the upkeep, not Palmetto or Chatsworth. Nobody sees Lake 5 except the people who complain, generally me, when it doesn't get taken care of. We went through a similar exercise last year when the lake bank was in terrible shape. I asked that they not maintain it, before the

meeting that we had at my house on April 3<sup>rd</sup>, but they maintained it on March 29<sup>th</sup>, so when people look at it they are asking, *"What's this idiot talking about, it looked pretty good to me,"* but it isn't. We are exposed to Suntree. I see them, but I don't want them looking at me. We need plants, but you don't want to spend the money and are not going to recommend spending money. I don't think that the Board is acting in good faith. I think all of you, although I don't know you personally, but the Board before you and the current Board are not doing what you are supposed to do. We are entitled to maintenance. We are entitled to the same level of consideration as anyone else. Just because there are 15 of us, doesn't mean that you can blow us off. I'm submitting this once again. You have seen it about six times.

Resident: I live along the same waterway and there are places where the water narrows and beyond that where people trespass and fish in our lakes. As you sit on your lanai, there are fisherman sitting there watching you sit in your backyard trying to relax. It has gotten ridiculous in the 10 years that I've lived there.

Mr. Mills: Have the "No Fishing" signs been taken down?

Resident: There are no signs along there. People are trespassing there all the time, sitting on that bank and staring at us on the other side of the water.

Resident: The sign behind my home has fallen and no one is correcting that or doing any evaluating to see what the condition is. Also, I believe that Jason, the day that Harry had that meeting, went out there and I introduced myself to all of you. The neighbor across the way had taken a hacksaw to those trees. I know that you all saw it.

Mr. Showe: Yes.

Resident: There was some talk about putting bamboo in or some type of barrier to give us our privacy back and a "Private Property" sign, to keep people from fishing or standing on property belonging to Baytree to stare at us across the water. They will pull in fish and throw them back and it gets to be ridiculous sometimes.

Mr. Mills: Does anyone on the Board want to address this?

Mr. Brown: Do you know where our property line is?

Mr. Darby: It's our property over there.

Mr. Brown: It ends at some point in time.

Mr. Showe: We had a proposal to do a full survey to determine exactly where the line is and the Board, at that point, chose not to do that. We kind of have a rough idea based on where the Myrtle trees are. That's the line that we have been establishing.

Mr. Mills: The survey was quite expensive.

Mr. Brown: Okay, but if we plant additional material there, are we planting it on our property or theirs and are they going to do the same thing that they are doing now when it grows and ruins their view, which is to come out and chop it down? Is that what happens?

Mr. Mills: That's what happens.

Mr. Bowman: Not exactly. Once the trees have failed, they fall and become eyesores so they take it all the way down. Unfortunately, they do it at the best of their ability. We had to hire people, because they were hacking them up and leaving stumps.

Mr. Brown: So, what you are saying is that we are not maintaining the landscaping that was there that was supposedly ours.

Mr. Bowman: That is correct.

Mr. Brown: As a result, it dies and the homeowner on the other side of the lake in Suntree takes it down.

Mr. Bowman: Yes, but not very well.

Resident: I served on a Board in a different community and you can go to the County site and see all of the property lines, so I'm not sure why we need an expensive survey. They have very detailed maps that you can zoom in on, so that information is readily available. As far as their view of the lake, it's not their lake so I'm not sure why there is a concern as long as our plants on their land are still there. They don't own waterfront property. It's our property, so I don't think their feelings on what they want should matter, as long as we stay on the land and protect our homeowners.

Mr. Mills: I would like to defer to our District Engineer regarding the survey. Does the County have a plot that's readily available that shows a direct boundary?

Ms. Samitas: He might be referring to the Property Appraiser's website which is good for alternative purposes. Somehow, we need to relate that property line to the field and actually find the property benchmark. There is historical documentation of your property, which would be on file with the original permit through the St. Johns River Water Management District (SJRWMD), which could be used for reference purposes. There may be some landscaping out

there, but if you want anything more structural, like a fence, you should have a survey completed.

Mr. Brown: Even with the old survey, someone is going to have to go out and stake it.

Mr. Bowman: A survey was probably done in 2006 or 2007 and there should be benchmarks. It's pretty clear where the property line is and I can understand the concern about planting on somebody's property. If you want to put something in that you don't have to maintain, you can put it closer to the water and forget about it. We are tired of this. I've been here for 23 years. Most plants are supposed to last 50 years, if properly maintained. They didn't even make it 12 years.

Mr. Mills: Harry, I agree that Tropic-Care has not been doing their job. I have been on their case and Jason has been on their case. We have met with them a number of times. It's not just the Suntree bank, it's the community in general. We had them come a meeting and said, "*If you don't shape up, you're out.*" That prompted me to get another quote, because I'm in charge of landscaping, but \$40,000 is a lot of money. I know that a lot of people think that Tropic-Care doesn't do a good job, but they are working towards improving that. I am the only current member of the past Boards, and the concern wasn't just the cost of initially planting the Wax Myrtles. It was the legal issues that we would get into, should Suntree residents decide to cut the Wax Myrtles down. We would have to hire an attorney and go after them, so that is more money on top of everything. That was not my feeling. It was what the other Boards have expressed. I don't know what these two gentlemen think, so I'm going to ask them to express their opinion and go from there. When we had the meeting at your house, we discussed putting in plants, letting it grow wild, so we wouldn't have to maintain it. That was the final conclusion, if I'm not mistaken.

Mr. Bowman: That is correct. We used the same letters to the residents. I don't mean to be disrespectful, but all I hear are reasons why we can't. We are the homeowners. We bought the property and are paying the dues. We're looking at the garbage and the poor maintenance. Look at the pictures. You have seen them all before, so I'm not in the mood for excuses. I'm looking for answers. One other thing, when this proposal came out, which is a fairly ridiculous proposal, one option was to use bamboo. Everyone wants to eliminate bamboo. It says that it's an option so why don't we use bamboo.



Ms. Fox: Carol Fox, 8041 Daventry Drive. I'm not immediately concerned with this, but in another community, we ran into issues when an organization starting building condos behind our property, so we put in bamboo and private property signs facing the development that was being built and the issue went away. I think that would be cost effective and probably a good option. By the way, the "Do Not Fish" signs are worthless. I live in Daventry and have seen neighbors across the way, bring their grandkids down to the lake to fish, so putting up a "Do Not Fish" sign does not work. I think private property signs are more effective and more direct.

Resident: There are no trespass laws, but nothing says that.

Ms. Fox: That's exactly right.

Resident: These signs are a no brainer. It's crazy to think that there would not be any signs. They are inexpensive, come in plastic, don't rust and you may only have to replace them once in a while. You should at least establish legal boundaries.

Mr. Mills: It's much easier to identify your property when there's nothing there, than after it's been there for many years and that is the issue. I agree with posting "No Trespassing" signs. I think that would be a good step forward, but residents still bought over there with the understanding that they have a lake view. We have talked about sending letters to them. Our attorney has given advice as to what needs to be in the letter. Like I said, the previous Board, other than one member, did not want to take the project on. Rick, do you have anything more to say?

Mr. Brown: If we are going to fix it, let's fix it. I've been told, and I don't know if it's true because I have only been on the Board for a few months, that a number of years ago the same problem existed and the Board authorized a certain amount of money to be spent on landscaping along that lake, to give the homeowners in Baytree privacy. Now we are revisiting it again because apparently the Suntime homeowners tore it all down. Are we going to continually have this issue?

Resident: Why don't we offer Suntime residents access to the lake, but assess them for the upkeep? That gives them an opportunity to clean up and cut the lawn. You know that they are going to say, "No, you had your chance" and then we do what we want to do.

Mr. Mills: We have to be careful because of the hostility.

Resident: They want all the benefits of lakefront property, but they don't want to pay anything for it. We should say, "Here this is the cost."

Mr. Mills: But if we put landscaping, they don't have a lakefront view anymore.

Mr. Bowman: Let me speak to that. A long time ago, and I can probably find the documents or your attorney can give a more specific answer, but there was a decision that they don't have the right to a view.

Mr. Pawelczyk: That's absolutely correct. They have no right to a view.

Ms. Fox: We didn't sell them that right.

Mr. Pawelczyk: I never said, and this Board never said, that they have the right to a view. You can put a law out there if you can get the permits.

Resident: We don't have to block it all away. We can do some clumping of vegetation and post "Private Property" or "No More Fishing" signs. You are going to enforce that, because that's trespassing.

Mr. Pawelczyk: You can post the "No Trespassing" signs, but if I fish next to the sign, I am not breaking a law unless an officer tells me to leave. If I don't leave, then I'm breaking the law. What I'm saying is if you see people fishing and there are "No Trespassing" signs, there's nothing you can do unless someone calls the police and reports trespassing. I don't know where "No Trespassing" signs are in this community, but if no one calls the police, there's really nothing that you can do about it. You are going to watch them fish and watch grandparents take their children down there, but if you have a no fishing policy someone needs to help. Jason is not here 24 hours a day to be the fishing monitor. Just so you know, it's a comprehensive problem. The Board needs to address whether the issue is the fishing or Suntree homeowners having a view or both? My recollection of this is that our primary concern was the cost, because there is no irrigation and you are limited on what landscaping you can put in there.

Mr. Showe: Correct. Its proximity to the water limits the type of plants you can put in. The slope on the lake bank makes it a challenge to plant as well.

Mr. Pawelczyk: It's a resource issue as well.

Mr. Bowman: To give you some background, when this development was under Coy Clark, that area which is Lake 5 and the other areas, was a swamp. There were pigs out there and snakes. People had fences along the lake. When they were digging Lakes 5 and 6, all of the houses got dirty. Coy had to pay to have the houses cleaned, but they didn't have a view then and aren't entitled to a view now. The question is how we manage it and how we keep the people who bought the lots who were told that there was going to a view, get what they bought?

Mr. Mills: I agree that they aren't guaranteed a view. We heard that legally and I agree with that. Do you have any comments, Jerry?

Mr. Darby: Being relatively new to the Board, I'm aware that this was an issue and I feel uncomfortable not addressing an issue that was brought up by several residents. There seems to be unanimity in the problem. It's an issue that is difficult to solve this from the standpoint that there is no irrigation, but it does get so wet over there that Tropic-Care can't even go over there to mow the lawn, because the water level in the lake rises and compromises those plants. Also, the cost was very significant, if I recall, at one point in time.

Mr. Mills: The lowest quote was \$30,000.

Mr. Darby: I think the highest was around \$80,000.

Mr. Mills: It was \$75,000.

Mr. Showe: Just as a reminder, the landscaper clearly told us, "If you are putting in plants, I can't warranty any of them," so even if they are cut down you get no warranty on the landscaping.

Mr. Darby: Somebody brought up bamboo several times. Bamboo is a pretty rugged and evasive species. It spreads like wildfire. We can take a look at having bamboo, but I think from the BCAs standpoint, private owners can't put in bamboo.

Ms. Schoonmaker: Sandy Schoonmaker, 403 Berwick Way. I suggest driving down Kingswood Drive to look at the bamboo that was planted along the Credit Union's property. That's very wet soil down there and three-fourths is laying on the banks. Because the ground is so moist, when it's windy the wind blows the bamboo over and it's disgusting looking. I can't guarantee you what's going to happen along Lake 5, but if it's wet the bamboo won't stand up. Its root structure blows over. That's my only comment.

Mr. Mills: That's a hybrid clone and we can do that at a minimal cost. We haven't gotten a price to replace the Wax Myrtles yet. Have we?

Mr. Showe: No.

Resident: Wax Myrtles seem to be receptive to that type of area.

Mr. Sims: Wally Sims. I'm new to you guys. When I listened to you talk about the fishing issue, that really isn't the issue. If someone comes in with a child and the child falls into the lake and drowns, we will have a major suit on our hands. Those are the issues. Who cares about a 6, 8 or 10-inch catfish. The issue goes to how well insured we are. Is it really smart to

belong to a CDD? Could we just deed it back to the County, let it become County land, and allow those responsibilities to revert back to them or are we going to sit here and argue about a few catfish?

Mr. Mills: That's not the issue Mr. Sims. The issue is that they want to not be able to see the houses across the way, because it's an invasion of their privacy. I have to agree with Harry. I've been over there and if there is a woman swimming, excuse my expression, with no clothes on, I can see it. If there's a party going on over there, he can see it. It's not a fish issue. It's not a liability issue. It's a privacy issue. That's what we are discussing.

Mr. Sims: If you end up in court with a \$10 million lawsuit because some kids stumbled in the water and drowned, that's a real issue.

Mr. Darby: I think we need to find a solution to the problem, because it's not going to go away.

Mr. Mills: Right.

Mr. Darby: I think maybe there should be a phased approach, because it's going to cost a lot of money. If you remember, at the last meeting, everybody was up in arms about the \$300 increase in assessments. This was not factored in, so any solution that we have would have to go over a number of years.

Mr. Mills: It would have to be phased in.

Mr. Darby: It doesn't solve the problem immediately, but it could ultimately resolve the problem, assuming that we get species in there that could withstand no irrigation, heavy water and rising lakes.

Mr. Mills: Harry, from the time that the Wax Myrtles were planted, did any of them die? How long did they survive?

Mr. Bowman: I know of one that was planted very close to an Oak tree and the Oak tree overshadowed it, so it didn't survive. The issue has really been lawn maintenance and people cutting through there. If you look at the pictures, you can see how drastic the maintenance has been and then it's forgotten. Some Suntree people cut on the land, but that's insignificant compared to the rest of the problem.

Mr. Brown: Is the landscaping for Lake 5 considered part of Tropic-Care's contract?

Mr. Mills: Yes, it is.

Mr. Brown: So, if we put cactuses in there, are they supposed to maintain it?

Mr. Mills: The ideal thing, Rick, is to plant something that we don't have to maintain at all.

Mr. Brown: Right. I don't dispute that, but even a weed needs to be looked at every now and then.

Mr. Mills: What if we do this, Harry. What if we table it and Jason and I get a quote from Tropic-Care to plant Wax Myrtles, like before and add some types of ornamental grasses along the bank. We will come back with a figure to discuss with the Board and then we will move forward with that.

Mr. Bowman: I don't have a problem, if they can maintain it. It seems that maintenance is a real issue.

Mr. Mills: I agree.

Mr. Bowman: I have one other item.

Mr. Mills: Can it wait until the end of the meeting?

Mr. Bowman: It's the same thing.

Mr. Mills: Okay.

Mr. Bowman: Two meetings ago, I sent Jason an email saying that I would buy plants and Acacia Palms for the CDD to plant them along that fence line. That is my major area of concern. The rest of it, homeowners can live with. Other people have similar problems. If you cut them between the fence and the trees over your well and CDD property, then you don't have to maintain them.

Mr. Mills: You are talking about Areca Palms.

Mr. Bowman: No, Acacia Palms.

Mr. Brown: Is the fence that you are talking about directly across from your home?

Mr. Bowman: Yes.

Mr. Darby: I think some of the issues were warranty issues.

Mr. Showe: I think we discussed that with the Board. There were several challenges with warranties, plus if we start having customized donations across the lake you could end up with several different varieties of plants that may not fit with the overall theme of the Board.

Mr. Pawelczyk: Maybe what you should do in the future, is to see what your plan is and if it is supplemented by other entities or individuals to upgrade what we can spend for this year,

whether it's Mr. Bowman or someone else, you could add that to the cost or keep your initial installation.

Mr. Mills: I agree, but I think we need to move towards the fact that there's no more maintenance on that bank and whatever we plant, we plant and that's it.

Mr. Pawelczyk: I will send a contract to Jason. A District that I represent in Homestead, tried to address erosion issues on a lake bank and planted a lot of material as test cases. If the grass is on an upland bank or on the bank itself, it is my understanding that they can leave it there, so that area of the bank no longer needs to be mowed. Since it's not going to affect any Baytree views, other than looking across the lake, I will send that contract to Jason so he can forward it to our professionals. I don't know if the same plants that grow in Homestead will grow here, but they were pleased with the project. Jason can call the Manager down there.

Mr. Mills: I would like for the Board to make a decision that we move forward on this, looking at how we can do this as inexpensively as possible to give the residents what they are looking for, make a decision and have it done by spring. Is the Board happy with that?

Mr. Brown: That's fine.

Mr. Mills: Are you okay with that, Harry?

Mr. Bowman: Yeah, it's the CDDs responsibility to resolve it. All I'm asking is that the CDD act upon it and be able to maintain it.

Mr. Mills: That's what I just said. Are you okay with that?

Mr. Bowman: I'm okay with that.

Mr. Mills: Okay good.

Mr. Darby: The cost of the proposal should also include a survey, so you know where the property lines are.

Mr. Bowman: How much is a survey?

Mr. Mills: \$7,500.

Mr. Bowman: It seems foolish to spend \$7,500 for a survey, if we own the property. It seems to be a stumbling block for this issue, which has now been tossed around for 20 years, so somebody needs to come to a conclusion, set a date on when it's going to be remediated and do it.

Mr. Mills: I said that it will be completed by spring.

Mr. Bowman: Of 2019?

Mr. Mills: 2019, not 2020.

Mr. Darby: A survey should be included.

Mr. Showe: We will find out the survey costs.

Mr. Sims: Why would your survey be \$7,500 when a home survey that established this property line is only a couple of hundred dollars.

Mr. Mills: The District Engineer would have to go to every lot and get the boundaries. It will still have to be staked. It doesn't matter.

Mr. Brown: Can't we use the property lines that are already in the existing record at the County as a starting point?

Ms. Samitas: A surveyor must go out there and find the property corners. We are not certified surveyors.

Mr. Pawelczyk: With all due respect to our District Engineer, you could get bids for a surveyor.

Mr. Showe: I know that we got quotes over a year ago and we can re-look at them. I will forward you what we received the last time.

Mr. Mills: We will come back to the Board at the December meeting. We also have a February meeting.

Mr. Darby: Let's try the February meeting.

Mr. Mills: We will come back at the February meeting with a final status or approval and move forward.

Mr. Pawelczyk: Just because this seems to be an ongoing item, have Jason report on it at the BCA meeting. If there's nothing to report that's fine, but at least it's something. I know it's important to you and the residents.

Mr. Mills: That's fine. I want to thank you for all of your input. We greatly appreciate it.

Mr. Kane: Jack Kane, 322 Sandhurst Drive. As far as Suntree residents cutting down our foliage, has anybody gone to the Suntree HOA to ask them to talk to those property owners?

Mr. Mills: We initially decided to send a letter to every property owner that's on that lake, stating that the property is ours and we were going to plant it like it originally was planted, and anyone that violated that was subject to arrest.

Mr. Kane: Okay. A letter should be sent to the Realtors Association informing them that those houses do not have lakefront property, so they can inform their realtors.

Mr. Mills: We should send a letter to the Suntree Masters HOA.

**ii. Discussion of BCA Speeding Committee Recommendations**

Mr. Mills: I thought that at the last meeting we decided to get a speed hump on Baytree Drive.

Mr. Showe: Yes, the District Engineer has a price on that.

Ms. Samitas: I called Vincent Paving and they quoted \$1,200 to \$1,400 for each speed hump.

Mr. Darby: What does that include?

Ms. Samitas: A 3-inch-tall smooth speed hump covering the entire width of the road, which is 24 feet. It would be about 12 feet long.

Mr. Mills: Is it made out of blacktop?

Ms. Samitas: No asphalt.

Mr. Darby: Does that include painting and signage?

Ms. Samitas: Just the asphalt cost. If you want to have a sign on either side, it's not cheap, but striping is.

Mr. Pawelczyk: The County that I live in, requires signs approaching the speed hump.

Mr. Mills: The post office here doesn't have one.

Mr. Showe: We have to look at the local laws regarding speed humps.

Mr. Pawelczyk: Speed humps work, but the issue that I've seen is deciding who's house you are going to put the speed hump in front of. It would be in a swale that is not their property, but it's still right in front of their house.

Mr. Mills: What about the intersection by Windsor. There is speeding, because it's a long stretch of road. That's where I got passed.

Mr. Showe: I've been passed three times.

Mr. Pawelczyk: I get passed every time I come here.

Mr. Mills: For the residents that are new, we discussed speeding in the past and paid the police to enforce it. If they give a ticket, they have to go to court on their own time, but with a sheriff that's a different story. This has been an issue for the last 12 to 15 years that I know of



and it has to be brought to a resolution. What are the Board's wishes with regard to this? Do you want to try it?

Mr. Darby: How many humps will we need in that area? You are talking about Baytree Drive, right?

Ms. Samitas: I thought we talked about having speed humps on Baytree Drive and Old Tramway Drive.

Mr. Mills: Old Tramway Drive is another one.

Mr. Darby: Are we going to experiment on one road to see whether it's effective? I believe that was the intent.

Mr. Brown: I think the committee that Wayne set up to take a look at this was very specific as to where they recommended speed humps.

Mr. Darby: Right.

Mr. Brown: I would put the first one on Baytree Drive, the second one on Old Tramway Drive and the third one based upon priority. They set up priorities based upon their committee discussions. I would go with that.

Mr. Darby: What I would want to do Rick, is make sure that it's effective. If people are still speeding and you have humps, I would question whether or not that's the approach you should take long-term. Also, with respect to Balmoral Way, no one in that area was in favor of speed humps, bumps or radar. They just don't feel that there is a lot of speeding going on there. On National Drive, you only have a couple of houses and then you are in the golf course area. With all due respect to the committee, I don't know if we should put speed humps there. We should have them where long straightaways are, which is Old Tramway Drive and Baytree Drive.

Mr. Mills: And at Kingswood.

Ms. Schoonmaker: We don't want one there. He's going to give me a sign. I think speed humps are very cumbersome and decrease property values.

Mr. Brown: We were told that Kingswood Way was a speedway. I can tell you right now that Old Tramway Drive is a speedway.

Ms. Schoonmaker: Yes.

Mr. Wilkerson: The committee made their recommendation for three speed humps, based on all of the homeowners who sent us comments.

Mr. Mills: You are right, Wayne. My suggestion to the Board is that we put one on Baytree Drive at 1400. Are they going to do that while they are pouring asphalt on the other streets?

Mr. Showe: I would imagine that with mobilization costs, you would want to do it at the same time.

Ms. Samitas: There is no additional mobilization.

Mr. Mills: Is that the price for one speed hump?

Ms. Samitas: Yes.

Mr. Mills: I suggest that we put one on Baytree Drive and one on Old Tramway Drive.

Resident: I've never heard any comment made about putting speed humps in. Speed humps was brought up at one meeting that I came to, but no one ever polled me as a homeowner. You can put one in front of my driveway to keep my neighbor's kids from flying down the road. I chased a kid through here with my Roadster that goes 100 miles-per-hour (mph). I tried to catch somebody's college kid, but I couldn't catch him at 75 mph. He went through the front gate. I went to the home and chewed his grandmother out, but there was nothing I could do. Speed humps are not going to slow these kids down. I moved from a neighborhood in Atlanta that had them and we had to maintain them. If someone trips over one while they are walking, you are liable. You have all of these other issues and they don't work. You are wasting money.

Mr. Brown: We were spending \$10,000 a year for the Sheriff's Department to issue tickets. Last year they issued eight tickets and there was still speeding. I commend Wayne and his group for coming up with some ideas. If your voting members are not communicating with you, that's not our issue. That's a neighborhood issue. You have a voting member and they should be here. That's why they volunteer to be a voting member. If they are not here, an assistant voting member should be here.

Mr. Wilkerson: I don't hear from either of them.

Mr. Brown: Then you have a problem in your neighborhood.

Resident: I live in Saddlewood and we do not have a voting member. We tried to get one, but no one would volunteer.

Mr. Showe: There you go.

Mr. Mills: Let's save the rest of the public comments until the end of the meeting. What does the Board wish to do?

Mr. Brown: I think we should put speed humps on Baytree Drive and Old Tramway Drive.

Mr. Darby: I would rather do one to see whether or not they are effective.

Ms. Samitas: My concern is if you only put in one speed hump, people will speed up after they pass it.

Mr. Showe: Correct.

Ms. Samitas: If you want to pay for two, put them on the same road and see what the effectiveness is.

Resident: If you put these speed bumps in, you are setting yourselves up for a lawsuit when these low cars lose their bottom.

Mr. Brown: You can drive a low hanging Ferrari over it and it's not going to take the bottom out if they are doing the speed limit of 25 mph. If they are doing 45 mph, I don't care if it takes the bottom out.

Mr. Pawelczyk: As long as it's installed properly and properly signed, there's no liability.

Mr. Brown: I agree with Jerry's suggestion.

Mr. Mills: I do too. Do you want to make a motion to do the one on Baytree Drive?

Mr. Pawelczyk: Two or one? Your District Engineer is recommending two.

Mr. Darby: Two humps in one location. Which is more effective; Baytree Drive or Old Tramway Drive?

Mr. Mills: Baytree Drive has a longer stretch.

Mr. Darby: Okay.

Mr. Brown: There's one area on Old Tramway Drive that has a long stretch.

Mr. Mills: Yes, there is. Let's do that.

Mr. Showe: Do you have a preferred location or do you want to defer it to the District Engineer?

Mr. Darby: I would defer it to the District Engineer.

Ms. Samitas: By the way, the speed humps that they are proposing follows the County standard. It's what they use on County roads.

Mr. Mills: Would you go over a flat top?

Ms. Samitas: It's not a flat top.

Mr. Mills: So, it's a rounded top.

Mr. Darby: It's designed to keep a car from exceeding 25 mph.

Mr. Mills: Yes.

Mr. Darby: Just to make sure that we are all clear, we are talking about installing two speed humps on Baytree Drive, including signage and striping?

Mr. Showe: Correct.

Mr. Darby: We need to know the cost.

Mr. Showe: Do you want Maryelen to bring back a proposal with the locations or just move forward with the paving program? In technical terms, we are holding off on doing the paving program until we figure out the parking lot, so timing-wise, it will not have an impact so maybe we should get a quote and bring it back to the Board.

Mr. Darby: I agree with that.

Mr. Brown: I suggest that you talk to the contractor about how much more it would be if we do it before the paving, because we are going to hold off on the paving of the parking lot.

Mr. Showe: I don't think that we are holding it off for long. We just need to make some decisions and have some discussion.

Mr. Brown: I just don't want to deal with the same issue six months from now.

Mr. Showe: The problem with mobilization is if you are talking about a \$1,500 speed hump, I guarantee you that mobilization is not included. It's typically \$5,000 just to get them onsite.

Mr. Mills: So, we are going to hold off until the next meeting?

Mr. Showe: We will have something for the next meeting.

### **iii. Discussion of Holiday Lighting**

Mr. Showe: Holiday Lightsapes, Inc. provided an invoice for this year. According to our contract, which I provided a copy of, you could terminate the contract or reduce the contract by up to 50%, before September 30. I just want to have some discussion with the Board while we still have time to make any changes. Their original proposal included trees at both of the entrances, which are no longer there, so we will have to make a change in terms of the pricing.

Mr. Darby: Wayne, you indicated a willingness, at one point, for the BCA to match what the CDD pays to improve the overall quality of the decorations. The contract is \$3,800, so if that were to occur, would the BCA be willing to pay \$3,800?

Mr. Wilkerson: I plan to bring it up at our meeting on Friday, so if you can table that until we have our meeting.

Mr. Mills: We really can't, because we have to give the contractor time to get everything altogether. The contractor is looking for a decision on our part, that we want him to be the guy doing the lights.

Mr. Wilkerson: We will contribute, depending on the contract you sign.

Mr. Mills: Sandy is putting them up, right?

Ms. Schoonmaker: No.

Mr. Mills: That's what I heard at the last meeting.

Mr. Brown: I would just tell the company that we may have more money to spend for holiday lights.

Mr. Showe: It sounds like what he just said is that they contribute to the contract we already have.

Mr. Darby: Wayne, is that your intent or is your intent to match the current contract amount?

Mr. Wilkerson: We would pay 50% of the contract amount.

Mr. Brown: I thought that they approved up to \$3,000 at the last BCA meeting. Can I count on the BCA paying \$3,000 or are you saying that the BCA will pay \$2,000, which is half of the \$4,000 amount and we will pay \$2,000? I'm just trying to figure this out.

Mr. Wilkerson: We are going to contribute up to \$3,000.

Mr. Brown: Good.

Mr. Darby: So, it's a match.

Mr. Wilkerson: I want you to vote on that.

Mr. Pawelczyk: First, we need the Board to vote on its intent to move forward with this contractor for this holiday season. That's clear. Secondly, I think you should appoint someone from the Board to work with staff on amending the scope of services and compensation. I think that the Board should make a motion to approve an amendment to the existing Services Agreement to add to the scope of services, which is the lighting package, provided that the actual

costs not exceed \$3,816. That way you can take whatever money the BCA gives you and we can prepare the amendment and get it executed.

Mr. Showe: I can also work with whatever Board Member is appointed to figure out where that money gets spent.

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

Mr. Mills: Do you want a shot at it, Rick?

Mr. Brown: Yes.

Mr. Pawelczyk: We need a motion to approve the First Amendment to the Services Agreement with Holiday Lightsapes, Inc., in an amount not-to-exceed \$3,816 and provide for an increase to the scope of services, provided by the contractor and approved and authorized by Supervisor Brown.

On MOTION by Mr. Darby, seconded by Mr. Mills, with all in favor, approving a First Amendment to the Services Agreement with Holiday Lightsapes, Inc. in an amount not-to-exceed \$3,816, providing for an increase to the scope of services provided by the contractor, as approved and authorized by Supervisor Brown and authorizing District Counsel to prepare the same, was approved.

## **FIFTH ORDER OF BUSINESS**

## **CDD Action Items/Staff Reports**

### **A. CDD Action Items**

Mr. Showe: We received a price of \$1,600 to replace the LED fountain lights. We have been in contact with the gate vendor. They installed a new motor, which they had an issue with. Staff is working with them to get that replaced under warranty, so there won't be any additional costs. He is expecting that to happen quickly.

Mr. Mills: For those that are here, you see broken gate arms but they are not necessarily being hit by cars. There are nylon nuts, so when a car hits them it strips the nuts and the arms fall. Unfortunately, when there's a high wind that arm goes up, the wind takes the arm, strips the nuts and the arm falls.

Mr. Showe: As a follow up to that, the repetitive motion separates the nylon nuts. In all the time we had those we did not have to purchase a new arm yet.

Mr. Brown: Do we get charged every time they come out to put a nylon nut back on?

Mr. Showe: For the majority of time, we take care of that while we are out here onsite. If a car hits it and we can identify that, they still have to pay \$150 which goes back into the District funds. Two other items that I wanted to touch base on, is that we have a meeting scheduled for next week and I'm assuming that the Board wants to cancel that meeting, which is why we moved this one up. I believe that we won't have a quorum anyway. I just want to make sure that's the direction of the Board. In addition, we discussed having a December night meeting. Your schedule has that meeting scheduled for 1:30 p.m., but if there's direction to have a night meeting, we will go ahead and schedule it.

Mr. Darby: I would suggest that we have an evening meeting.

Mr. Brown: I agree.

Mr. Mills: I won't be here, but that's fine.

Mr. Showe: We will find a location and get that schedule. We just wanted to confirm that with the Board before we incurred any costs. This room is not available at night, so we would have to find another alternate location.

Mr. Darby: Jason, I had two other items.

Mr. Showe: Sure.

Mr. Darby: I noticed that the pool lights are on during the day. I don't know why or if there is a timer issue. I would like that to be looked into.

Mr. Showe: There is a challenge with that photocell, because it is under the building ledge. We had it moved twice since I've been out here. I will have the vendor look at it again to see if there's an issue.

Mr. Darby: Can you override it with a timer, because it's high noon and the lights are on. That's crazy.

Mr. Mills: The back gate is pretty much the same way.

Mr. Showe: William and I will take a look at it.

Mr. Darby: Okay. The other item is that we were talking about moving the funds that we have in multiple accounts. I think the limit is \$250,000 for FDIC. I don't know if we are acting on that.

Mr. Showe: I sent information to Carolyn. We are moving funds out of Wells Fargo, because our accountants have found that they are not pleasant to deal with.

Mr. Mills: I request that we have timelines in your action items. Thank you.

Mr. Showe: At the next meeting, we are starting with the Fiscal Year 2019 areas of responsibility.

Mr. Mills: Is that it Jason?

Mr. Showe: That's all I have for now.

**B. Additional Staff Reports**

**i. Attorney**

Mr. Pawelczyk: I don't have anything else to report.

**ii. Engineer**

**1. Roadway Work**

Ms. Samitas: You already discussed a proposal from Goodson for the mill and overlay. We are just waiting on the Board's approval to proceed.

Mr. Darby: The other part of that discussion is the whether to pave the pool, pavilion, and tennis court parking lot.

Mr. Showe: You mean the recreation area parking lot.

Mr. Darby: There you go, I like that. I think the original proposal was \$56,000. Right Maryelen?

Ms. Samitas: Right.

Mr. Darby: We received a proposal from Goodson for \$38,000, which is in line with the original thinking of the BCA. However, the cost for permitting and engineering is another \$22,000, which increases the total to \$60,000, not the \$40,000 that you thought.

Mr. Mills: You have to be kidding me.

Mr. Darby: That's with surveys, striping, permits, etc.

Ms. Samitas: You have concept plans, which are provided to the contractor. It's the permitting that is a time-consuming process.

Mr. Mills: Is that through St. Johns?

Ms. Samitas: Yes. If you are serious about doing this, let me do a pre-application with St. Johns. I will sit down with them with these concept plans and try to get a better feel for how much they are going to put me through during the permitting process. Maybe we can decrease that number and I won't have to jump through any hoops.



Mr. Darby: Is the additional cost for engineering permits and surveys?

Mr. Showe: It's for their oversight of the entire project.

Mr. Darby: Continuing on this line of thought, you prepared a couple of concepts that you shared with me, Maryelen.

Ms. Samitas: Yes.

Mr. Darby: I don't know whether the rest of the Board has seen it. One concept has 12 spaces and one ADA space. The other has 19 spaces and two ADA spaces. They are not completely over the current gravel area, so one idea was to pave the area where the pavilion would go, so from an ADA standpoint, you have direct access into the pavilion. However, that's not going to happen if we do either one of these concepts, because we would have to pour another path and probably a parking space/pad near the pavilion to meet the ADA requirements. Alternatively, you can just pave over the existing gravel. We don't have an estimate from Goodson on what that would cost.

Ms. Samitas: For just the pavement.

Mr. Darby: Exactly. I don't even know if the Board is willing to maintain it.

Ms. Samitas: Essentially, the price that we got from Goodson of \$38,000, is what you just described. These concepts were developed separately, so I recommend giving me a little more time to adjust this so it's in line with the pedestrian entrance coming out of your new pavilion. I could present this plan to Goodson and let him update his bid, but the \$38,000/\$39,000 bid was the limit of the dirt as you see it, including that finger that sticks out between the two amenities.

Mr. Mills: I have a question. To do just a pathway, how wide are we talking for it to be ADA compliant?

Mr. Darby: It's 36 inches.

Ms. Samitas: I wouldn't recommend that, because that's really narrow. You want at least 4 feet. I recommend widening it to 5 feet.

Mr. Darby: Okay. Let's determine which concept looks more appealing and have Maryelen get a quotation to pave from the end of the proposed paving to the center of the pavilion. Would it be asphalt, Maryelen or concrete?

Ms. Samitas: Asphalt, the concrete is for the sidewalk. I think it's easier to get it ADA compliant.

Mr. Darby: Personally, I like the concept of 19 spaces and two ADA spaces. I think that gives you the biggest bang for the buck and provides two-way traffic in and out, as opposed to going one way. The other drawing is one-way, but it's angled.

Ms. Samitas: The angled parking is not as efficient and you won't get as many parking spaces.

Mr. Mills: I think we should have Maryelen come back with some defined numbers, including St. Johns County costs for permitting.

Mr. Darby: I suggest that we have her work on one design and give us an estimate for the sidewalk. That way you don't have to go back and forth to St. Johns, because this is what your pre-application design would be.

Mr. Mills: Yes.

Mr. Darby: Okay, so we are choosing the concept for 19 spaces and two ADA spaces.

Ms. Samitas: I will clean this up and we will meet with St. Johns to find out more about the permitting.

Mr. Darby: Okay.

Ms. Samitas: I think that we should get an updated quote from Goodson including the sidewalk.

Mr. Darby: It should also include the bollards and striping.

Ms. Samitas: Are you opposed to wheel stops?

Mr. Darby: I'm not opposed to those little concrete barriers.

Mr. Mills: We should have some wheel stops.

Ms. Samitas: They are cheaper than bollards. Sometimes people have a problem with them, because they can be trip hazards.

Mr. Darby: Thank you.

## **2. Speed Humps**

Ms. Samitas: Next on my list are the speed humps.

Mr. Mills: We already discussed that.

Ms. Samitas: Regarding the lake bank restoration, I touched base with the contractor this morning and he stated that he will be out with his crew starting tomorrow through Monday. Is it a problem if he works on Saturday?

Mr. Darby: Not if he doesn't charge us.

Ms. Samitas: You already authorized this.

Mr. Mills: How much noise will be involved?

Ms. Samitas: He's running pumps, so I think there is going to be some noise.

Mr. Mills: But there's no hammering or anything like that that's going to be really loud other than the motor running?

Ms. Samitas: I think the only noise is from the pumps.

Ms. Schoonmaker: What are his hours of operation?

Ms. Samitas: He didn't say, but I can find out for you.

Ms. Schoonmaker: If it's before 5:00 p.m., it should be okay, because residents are out on their lanai after that.

Mr. Mills: I would say no later than 4:30 p.m.

Ms. Schoonmaker: I agree.

Ms. Samitas: That's probably not a problem.

Mr. Showe: I think as long as he keeps normal 8:00 a.m. to 5:00 p.m. hours, it should be fine.

Mr. Mills: I would say not starting before 8:00 a.m.

Ms. Samitas: So, he can be there from 8:00 a.m. to 4:00 p.m.

Mr. Mills: Do you have anything else?

Ms. Samitas: No.

### **iii. District Manager's Report**

#### **1. Field Manager's Report**

Mr. Viasalyers: I will start with the lakes. The aquatic contractor continues to work on addressing some of the seasonal algae blooms that are on some of those lakes. They have already been treated, so you will see signs of that dying out and clearing up. Other than that, the lakes are in good condition. Regarding the landscaping, staff continues to meet with Tropic-Care every other week for landscape inspections. It was noted on the recent inspection that Tropic-Care will be doing their quarterly flower rotation at the entrance and at monuments throughout the community during the first week of October. I believe that they decided to go with Poinsettias to give a seasonal look. They are also going to trim the Palm trees during the same

week. We should have all of the Palm trees lifted up and manicured for the holidays. Staff, along with Mel, already initiated the landscape enhancement along the Baytree entrance boulevard coming into the community. I'm sure that a lot of residents have already noticed a lot of changes out there. That's slated to be completed within the next two weeks or so.

Mr. Showe: Yes.

Mr. Viasalyers: Moving on to the swimming pool, there are no issues. We are checking the bathroom to make sure that the lights aren't off in the morning and the pool is operating properly. Moving on to some other areas, in preparation of the holidays, staff scheduled the common area sidewalks to be pressure washed starting on October 11<sup>th</sup>. The project should be completed by Halloween. We already addressed this, but at almost every site visit there are fallen gate arms which we re-attach with nylon nuts. There was a report that the sliding glass door mechanism at the guard shack was not working correctly, staff fixed that. Staff has been working with AT&T and the camera company to get the new cameras installed at the back gate. I believe that's still ongoing, but it's almost completed. Some of the burned-out lights along the boulevard have been replaced. It was just brought to my attention that there was an additional burned out light that we will get taken care of as well. That's all I have, unless you have any questions for me.

Mr. Darby: The cameras at the back gate at not working.

Mr. Viasalyers: I think they are working, because the lights are blinking. They are all functional. The license plate camera has apparently suffered lightning damage twice.

Mr. Darby: Oh no.

Mr. Viasalyers: But the vendor has been replacing it at no cost. It's covered under our warranty. He is expecting to have it finished by Friday. The internet has been connected back there, so as soon as the entire system is up and running he will be able to add that to our access.

Mr. Darby: Okay.

Mr. Mills: This vendor is phenomenal.

Mr. Showe: We have an overview of every car coming in, so you can zoom in and get the license plate, but there is a specific license plate camera that gives you super clear pictures that has not been installed yet.

Mr. Darby: I just wanted to make sure that it was working.

Mr. Showe: It was installed. He sent me a picture of it working, but then a couple of days later there was another lightning strike.

Mr. Darby: I just want to make sure that it was a warranty item. The only question is if it is repeatedly hit by lightning, how can we get it grounded?

Mr. Mills: I talked to him about that, because I went out to dinner with him the other night. He is going to have a surge protector put on the video line as well as the other equipment. I asked him about the cameras. He said, "I do so much business with them that they just give me another camera."

Mr. Darby: That's good. Thank you.

Mr. Mills: Is there anything else William?

Mr. Viasalyers: No, unless you have any questions for me.

Mr. Mills: I just want to let the audience know that William is here in lieu of Alan. Alan will still be involved, but he is working in other communities. William is our contact and every Monday he is here doing a good job.

## **SIXTH ORDER OF BUSINESS**

### **Treasurer's Report**

#### **A. Consideration of Check Register**

Mr. Showe: In your General Fund, we have checks 53248 through 53305 for \$102,317.67, Pavilion Fund checks for \$37,094.38 and August payroll for \$923.50, for a total of \$140,355.55. Several of those checks were transfers between funds. We have to write a check out of the General Fund to transfer money to other accounts, so that's where some of those large amounts come from. William and I can answer any questions about those invoices. If not, we need a motion to approve.

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

#### **B. Balance Sheet and Income Statement**

Mr. Showe: These are all in line with what we talked about during the budget process. We received all of our assessment funds for 2018.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Mills: I want to bring everybody up to speed on the front entrance. We are getting a lot of work done for a very good price. I was really, really pleased. We have been working with Tropic-Care. If you noticed, they tore out all of the lilies in the center that were ragged. We tore out the Shillings Hollies that have been there since the development was developed. On the right-hand side as you come in, there is some low ground cover and a Palm tree. That was all torn out and will be sodded. Nothing is going in there. The plantings at the entrance to the bank were torn out and the area was sodded. On Friday, seven red Crepe Myrtles will be placed in the center island. The bark will make a nice presentation. There will also be five trunks of Pygmy Date Palms. One of the things that we want to do is to put stone on the monuments that are on the right exit and left entrance and on the large monument. The cost for all of that work is \$16,000, which I thought was very, very reasonable and will be paid out of the landscaping budget that has already been appropriated for. It will not cost the homeowners anything. I just wanted the Board to know that we are going to move forward. Along the wall, flowers were planted on the exit side and at the entrance. There will be three Pygmy Date Palms planted with flowers in the center with some kind of an annual around each one of the palms. In the second island, we put sod all the way back to the first tree and left an opening to experiment with flowering perennials in all different colors. That will help us to get rid of some of the annuals that we put in every year. Basically, that's what is going to happen in front.

Mr. Darby: When do you think this will be done?

Mr. Mills: If we approve this, the vendor could have this done by November. Are there any comments?

Mr. Bowman: Are you talking about the two islands from Wickham Road into the gate?

Mr. Showe: Yes.

Mr. Bowman: It sounds like you are going to plant things in that beautiful section where we have visibility. I hope you are not doing that.

Mr. Mills: You have plenty of room for visibility. We made sure of that. That's the same with the second island where we put sod in. There were plantings there, so it would give more visibility. We haven't done anything in the second island, other than just the sod that we had there.

Mr. Bowman: That's beautiful, because you are able to see cars coming in and we couldn't before.

Mr. Mills: Exactly.

Mr. Bowman: I hope you don't want that.

Mr. Showe: That was part of the walk through that we did, which was specifically to make sure that we continue that visibility there.

Mr. Mills: Are there any comments on the colors?

Mr. Darby: Are they low maintenance?

Mr. Mills: Yes.

Ms. Schoonmaker: I'm concerned about putting Poinsettias in. When they put the Poinsettias in October, they all died.

Mr. Mills: They won't be going in until around Thanksgiving or thereafter.

Mr. Showe: They put annuals in and closer to Thanksgiving they add the Poinsettias.

Mr. Mills: Annuals are going in at the end of this month and then in November the Poinsettias are going in. There was some discussion about our dues and how much we pay. My wife and I went to Lauren Cove, which is on the west side of Viera. For a \$200,000 to \$300,000 home, their fees are \$300 a month. So, we are getting a heck of a deal in Baytree. I also went to Heritage Isles, where a lot of retired people live. Their fees are \$525 a month. So, we are getting a good deal and I just wanted to let you know that we are very competitive. I wanted to mention to the Board that we have issues with the back gate getting dirty and needing painting. The next time it needs to be painted, what do you think if we painted them black instead of white? It's just a thought.

Mr. Darby: You could put reflective tape on it.

## **EIGHTH ORDER OF BUSINESS**

### **Public Comment Period**

Mr. Mills: At this time, we will take audience comments.

Mr. Showe: Please state your name and address for the record.

Mr. Feucht: Al Feucht, 905 Chatsworth Drive. I sent an email to Jason on attempted break-ins. I am looking for some kind of feedback as to whether this happened to anyone else.

Mr. Showe: The CDD doesn't have an email list for residents, so I forwarded it directly to the BCA who informed me that they sent it to all of the voting members. That was the best method I had for delivering anything to the community.

Mr. Feucht: Has anyone else reported the same thing?

Mr. Showe: Not that I'm aware of.

Mr. Darby: As the voting member for Balmoral, I sent that message out to my residents and received no response.

Mr. Brown: I checked in the Hamlet and there was no response.

Mr. Bowman: This is from Maryelen. We have a \$38,000 plus repaving program; did that get bid out?

Ms. Samitas: It's for the parking lot at the pavilion. I am expecting one more bid. They need to make one final site visit before submitting a bid. I will show them this bid, and we will have two bids.

Mr. Mills: Are there any other public comments?

Mr. Studds: I was just wondering about the bid process.

Mr. Mills: What is the threshold for sealed closed bids?

Mr. Pawelczyk: \$300,000. We didn't bid the project. The BCA bid it.

Mr. Showe: Correct.

Mr. Pawelczyk: The CDD did not bid it, because the CDD is not paying for it.

Mr. Showe: Correct.

Mr. Studds: So, the guy that we went with was the only vendor?

Mr. Darby: No, we had six bids. Three bids were accepted and three were declined. Of the three that came in, one was discounted right away because it was twice above what the other two were. When we took a look at the remaining two bidders, there was virtually a dead heat in the cost. We had to normalize the bid, because one included things that we wanted and the other did not. There was less of a percent difference, so it was competitively bid. We went with a firm that had 80 employees and provided a seven-year warranty. The other guy gave us a one-year warranty. For virtually identical costs, we felt that we had a better superior product.

Mr. Studds: I heard you talk about performance bonds earlier. Is that accustomed?

Mr. Darby: Yes.

Mr. Mills: Wayne, there seems to be some misunderstanding with regards to the monies that is being spent for this pavilion, essentially monies that residents paid. Could you clarify what that money is actually from?

Mr. Wilkerson: I would be happy to. Over the years, the BCA ARC Committee collected deposits from various contractors and subcontractors who were developers within



Baytree. Over the years, those funds reached \$130,000. We looked at that very closely and decided that there was absolutely no reason for the BCA to have that money in reserves, so we decided that the best way to use those funds would be to give it back to homeowners in joint cooperation with the CDD. So, the money was mostly from contractors and subcontractors that had gone out of business or who never came back to claim their deposit. Over a two-year period, with the help of Legal Counsel, we tried to contact them, but they were no longer able to be contacted. As far as homeowners who were fined in the past, we couldn't contact them because they don't live here anymore. With Legal Counsel, we purged files that were in the storage facility and shredded documents that we thought could be confidential. We only kept files that were active. The funds came from those particular people.

Mr. Mills: What's interesting is that I was on the ARC in 2004. We contacted all of the contractors at that time and it cost them more to come back and do what they were supposed to do, so they let us have the money. Again, it was money plus the interest that was accumulated on that amount over the years. I just wanted to clear that up, because I know that there's a lot of talk going around the community that the money is coming out of our pocket.

Mr. Studds: I appreciate that, but I've seen emails where there will be a \$500 assessment to cover the deficit. That's what I'm hearing and that's my concern of taking competitive bids and spending money that we didn't really have. It sounds like that's not the case.

Mr. Mills: No, it's not. The fact is that we wanted to give the money back fairly to each homeowner, because there are homeowners here now that weren't here when that money was collected.

Mr. Studds: I appreciate you explaining that.

Mr. Mills: By the way, Geoff is Tony Studds son. All of us know Tony.

Mr. Wilkerson: There was also another question from Mr. Bowman about the upkeep for this facility.

Mr. Mills: That is correct.

Mr. Bowman: What is the upkeep? Is that even a line item?

Mr. Mills: It wasn't a line item, because the rental fees were going to help offset the cost of maintaining the pavilion, because there will be a rental fee.

Mr. Darby: The biggest upkeep was electricity, but all of the security lights are motion detecting and the internal lights are on a timer switch, so that should be limited. We have not

included water in this phase of the development, because of the complication with the permits. There is trash that needs to be picked up.

Mr. Showe: What we plan to do with that is to just extend the current janitorial service to three days a week. I don't expect that's going to be much more than a few steps and some more garbage bags, so it's not going to be a tremendous amount.

Mr. Darby: No, it's not a material amount. It's not even within a line item right now.

Mr. Showe: That is correct.

Mr. Brown: Any damage done by someone renting, Fairway Management agreed once the party was over to come in the next workday and check out the pavilion and the surrounding areas to see if there was any damage before they released the deposit back to the owner. If there was any damage, it would come out of that deposit. If it's more than the deposit, the individual that's renting the pavilion agreed to pay the difference.

Mr. Mills: I want to thank all of you for coming today. What's frustrating for the Board, is to hear all of the innuendoes that's going on in the community. When you come and attend a meeting, a lot of these issues have been discussed for a long period of time. The parking lot at the tennis court has been discussed over the last 10 years, so we are not spending money foolishly. We know that we probably should have assessed 3% or 5% a year, evenly to all residents, but we had no choice this time. We are basically at the point where we were going to have to defer some really crucial improvements to the community. One thing that we don't want is for our home values to deteriorate. I think that's Harry's concern as well. We greatly appreciate that, but please come to the meetings so that you can hear what is being said, because we work hard at trying to make it right for everybody.

Mr. Studds: How about having evening meetings?

Mr. Mills: Geoff, we tried that in the past and probably 10 or 15 members show up. In addition, we have to pay additional fees to have the attorney and GMS attend a night meeting and we have to pay for a rental hall, because this facility closes at 5:00 p.m.

Mr. Showe: You guys are going to try it again in December.

Mr. Bowman: I don't think it's productive to deal with the pavilion issue here, because it's primarily a BCA issue. Another item is that the bocce court is useless. It's underutilized. You can walk out there and look at it. It's not level. I don't know why we advertise it.

Mr. Mills: It's on the public record that I didn't want it and voted against it. All of us on the current Board agree that it's there and we have to use it. That's why we are marketing it.

Mr. Showe: With the Board's direction, I will get a proposal to try to get it restored and improve the condition.

Mr. Mills: I think the question is if the original contractor is obligated to make good on this? Was there any warranty on the sagging?

Mr. Showe: I'm sure that it far expired at this point, but I will double check.

Mr. Darby: When was it installed?

Mr. Mills: In 2013 or 2014.

Mr. Showe: I will double check, but 2013 sounds about right.

Mr. Brown: Before I pay to have that corrected, I would like to find out how often it's used.

Mr. Showe: We will get some options for you. It's not a big deal.

Mr. Pawelczyk: Not to promote policy here, maybe once the pavilion is in you might want to divert a different use to that area, rather than spend the money, unless you want Jason to get quotes.

Mr. Showe: That's fine.

Mr. Pawelczyk: I heard, maybe from Mr. Bowman's letter, that no one uses the bocce ball courts but I don't know if that's true or not.

Mr. Darby: For the record, I have used the bocce court and it's warped. It's painful to use.

Mr. Pawelczyk: We will check the warranty.

Mr. Mills: Is there anything else to be brought before the Board?

Mr. Wilkerson: For Mr. Bowman's information, most of the people involved in the pavilion are here today and I would invite him to stay after the meeting to speak to them.

Mr. Darby: I would be happy to answer questions, since I have overseen the project. Unfortunately, I'm not going to be at Friday's meeting.

Mr. Mills: Are there any other comments or concerns?

Mr. Salvaggio: Rudy Salvaggio, 7972 Chatham Court. I have some experience with Bella Custom Builders, Inc. Although I didn't hire him, he had done a lot of remodeling work in my home. I asked him to return to my home to do some updates to the renovations that he did.

He came over, but I never received a quote from him, so I did the updates myself. In the course of doing that, I went through a lot of suppliers in Melbourne that he used to purchase granite and other materials. None of them had anything positive to say about this gentleman, because he would take out lines of credit and they had to chase him down to get paid. I just wanted to share that with you today, so you have that information.

Mr. Darby: I appreciate that. As part of our due diligence, for all of the contractors that bid, we went to the Better Business Bureau and both contractors received an A Plus rating. We also asked for at least three references. I appreciate that contractors are an interesting group and they are not going to recommend somebody who did a bad job. We also solicited input from people that were not references. Based on that information, we did not see anything that was fatal and that's why we went with them, but I appreciate your comment.

Mr. Pawelczyk: We also had a small deposit negotiated into the contract and payments were split into six payments, based on their performance.

Mr. Darby: Their final payment will be withheld until they go through the punchlist.

Mr. Mills: If there is nothing else, I would entertain a motion to adjourn the meeting.

## **NINTH ORDER OF BUSINESS**

## **Adjournment**

On MOTION by Mr. Darby, seconded by Mr. Brown, with all in favor, the meeting was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION V

# SECTION A

**RESOLUTION 2019-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT APPROVING AMENDEDMENTS TO THE GENERAL FUND, CAPITAL PROJECTS FUND, AND COMMUNITY BEAUTIFICATION FUND BUDGETS; AND CREATION OF PAVILION FUND BUDGET FOR FISCAL YEAR 2018 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2017-05 the Baytree Community Development District Board of Supervisors (the "Board") adopted General Fund, Capital Projects Fund, and Community Beautification Fund Budgets for Fiscal Year 2018; and

**WHEREAS**, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2018 and create a Pavilion Fund Budget.

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

1. The General Fund, Capital Projects Fund and Community Beautification Fund Budgets for Fiscal Year 2018 are hereby amended and restated and the Pavilion Fund Budget is created as set forth on the Fiscal Year 2018 Budget attached hereto as "Exhibit A".
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2018 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED THIS 15 DAY OF NOVEMBER, 2018.**

**ATTEST:**

**BOARD OF SUPERVISORS OF THE  
BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary

By: 

Its: 

# **Baytree**

***Community Development District***



## **Amended Budget**

**FY 2018**

Presented by:





# Table of Contents

1-2	<hr/> General Fund
3	<hr/> Capital Projects Reserve Fund
4	<hr/> Community Beautification Fund
5	<hr/> Pavilion Project Fund

**Baytree**  
**Community Development District**  
**Amended Budget FY 2018**  
**General Fund**

Description	Adopted Budget FY2018	Increase/ Decrease	Amended Budget FY2018	Actuals as of 9/30/18
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**Revenues**

Beginning Fund Balance	\$0	\$50,769	\$50,769	\$78,644
Maintenance Assessments	\$695,968	\$0	\$695,968	\$698,512
Interest Income	\$0	\$2	\$2	\$2
Miscellaneous Income (IOB Cost Share Agreement)	\$29,502	\$1,186	\$30,688	\$30,688
Miscellaneous Income	\$4,000	\$800	\$4,800	\$4,779
Transfer In	\$0	\$40,720	\$40,720	\$40,720

<b>Total Revenues</b>	<b>\$729,470</b>	<b>\$93,478</b>	<b>\$822,948</b>	<b>\$853,345</b>
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**Expenditures**

**Administrative**

Supervisor Fees	\$8,000	(\$2,000)	\$6,000	\$5,400
FICA Expense	\$612	(\$153)	\$459	\$413
Engineering	\$25,000	(\$5,000)	\$20,000	\$15,916
Assessment Administration	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$17,750	\$22,250	\$40,000	\$32,638
Annual Audit	\$3,300	\$0	\$3,300	\$3,300
Management Fees	\$40,938	\$0	\$40,938	\$40,938
Information Technology	\$1,600	\$0	\$1,600	\$1,600
Telephone	\$150	\$0	\$150	\$0
Postage	\$1,500	\$0	\$1,500	\$1,238
Insurance	\$13,800	(\$1,253)	\$12,547	\$12,547
Tax Collector Fee	\$13,980	\$0	\$13,980	\$13,962
Printing & Binding	\$1,700	\$0	\$1,700	\$1,373
Legal Advertising	\$1,200	\$2,800	\$4,000	\$3,643
Other Current Charges	\$1,700	\$0	\$1,700	\$872
Office Supplies	\$200	\$0	\$200	\$165
Property Taxes	\$250	\$0	\$250	\$228
Property Appraiser	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175

<b>Administrative Expenses</b>	<b>\$139,589</b>	<b>\$16,644</b>	<b>\$156,233</b>	<b>\$142,140</b>
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**Baytree**  
**Community Development District**  
**Amended Budget FY 2018**  
**General Fund**

Description	Adopted Budget FY2018	Increase/ Decrease	Amended Budget FY2018	Actuals as of 9/30/18
<u>Operation and Maintenance</u>				
Security Contract	\$119,566	\$5,434	\$125,000	\$121,309
Security - Speed Control	\$10,296	\$0	\$10,296	\$5,256
Gate Maintenance Contract	\$1,200	\$0	\$1,200	\$1,100
Maintenance - Gatehouse	\$10,000	\$25,000	\$35,000	\$28,472
Telephone - Gatehouse/Pool	\$7,500	\$0	\$7,500	\$6,248
Transponders	\$4,500	\$0	\$4,500	\$4,015
Field Management Fees	\$27,849	\$0	\$27,849	\$27,849
Electric	\$55,000	(\$4,000)	\$51,000	\$49,150
Water & Sewer	\$6,200	\$5,800	\$12,000	\$10,445
Gas	\$6,800	\$1,200	\$8,000	\$7,566
Maintenance - Lakes	\$36,600	\$0	\$36,600	\$31,056
Maintenance - Landscape Contract	\$90,000	\$0	\$90,000	\$90,000
Maintenance - Additional Landscape	\$19,000	\$26,000	\$45,000	\$37,350
Maintenance - Pool	\$17,000	\$0	\$17,000	\$14,764
Maintenance - Irrigation	\$6,000	\$9,000	\$15,000	\$12,271
Maintenance - Lighting	\$9,000	\$11,000	\$20,000	\$16,767
Maintenance - Monuments	\$6,000	\$0	\$6,000	\$725
Maintenance - Other Field (R&M General)	\$4,000	\$3,000	\$7,000	\$5,202
Maintenance - Playground/Pavillion	\$500	\$0	\$500	\$0
Maintenance - Tennis Court Area	\$1,000	\$200	\$1,200	\$1,060
Holiday Landscape Lighting	\$4,000	\$200	\$4,200	\$4,116
Operating Supplies	\$750	\$0	\$750	\$0
Sidewalk/Curb Cleaning	\$11,000	(\$6,000)	\$5,000	\$1,700
Miscellaneous	\$1,000	\$0	\$1,000	\$768
<b>O&amp;M Expenses</b>	<b>\$454,761</b>	<b>\$76,834</b>	<b>\$531,595</b>	<b>\$477,188</b>
<u>Reserves</u>				
Transfer Out - Capital Projects- Paving - Baytree	\$61,542	\$0	\$61,542	\$61,542
Transfer Out - Capital Projects - Paving - IOB Funds	\$20,108	\$0	\$20,108	\$20,108
Transfer Out - Capital Projects - Reserves	\$8,202	\$0	\$8,202	\$8,202
Transfer Out - Community Beautification Fund	\$45,268	\$0	\$45,268	\$45,268
<b>Reserves</b>	<b>\$135,120</b>	<b>\$0</b>	<b>\$135,120</b>	<b>\$135,120</b>
<b>Total Expenses</b>	<b>\$729,470</b>	<b>\$93,478</b>	<b>\$822,948</b>	<b>\$754,448</b>
<b>Excess Revenues/ Expenditures</b>	<b>\$0</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$98,897</b>

# Baytree

## Community Development District

Amended Budget FY 2018

Capital Projects Reserve

Description	Adopted Budget FY2018	Increase/ Decrease	Amended Budget FY2018	Actuals as of 9/30/18
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**Revenues:**

Beginning Fund Balance	\$60,358	\$18,162	\$78,520	\$78,520
Transfer In - Baytree	\$8,202	\$0	\$8,202	\$8,202
Interest Income	\$100	\$0	\$100	\$26

<b>Total Revenues</b>	<b>\$68,660</b>	<b>\$18,162</b>	<b>\$86,822</b>	<b>\$86,748</b>
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**Expenses:**

Lake Bank Restoration/Evaluation	\$15,000	(\$7,500)	\$7,500	\$0
Sidewalk/Gutter Repair	\$12,500	\$0	\$12,500	\$11,097
Drainage Maintenance	\$10,000	(\$5,000)	\$5,000	\$0
Curb - Tree Trimming/Replacements	\$6,500	(\$3,000)	\$3,500	\$0
Benches	\$0	\$3,000	\$3,000	\$2,970
Gate Maintenance	\$0	\$12,000	\$12,000	\$11,350
Rear Gate Camera System	\$0	\$4,000	\$4,000	\$3,013
Transfer Out	\$0	\$23,654	\$23,654	\$23,654

<b>Total Expenses</b>	<b>\$44,000</b>	<b>\$27,154</b>	<b>\$71,154</b>	<b>\$52,084</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$24,660</b>	<b>(\$8,992)</b>	<b>\$15,668</b>	<b>\$34,664</b>
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**Baytree**  
**Community Development District**  
**Amended Budget FY 2018**  
**Community Beautification**

Description	Adopted Budget FY2018	Increase/ Decrease	Amended Budget FY2018	Actuals as of 9/30/18
<b>Revenues:</b>				
Beginning Fund Balance	\$23,411	\$20,415	\$43,826	\$43,826
Transfer In - Baytree	\$45,268	\$0	\$45,268	\$45,268
<b>Total Revenues</b>	<b>\$68,679</b>	<b>\$20,415</b>	<b>\$89,094</b>	<b>\$89,094</b>
<b>Expenses:</b>				
Bank Fees	\$36	\$114	\$150	\$150
Transfer Out	\$0	\$17,066	\$17,066	\$17,066
<b>Total Expenses</b>	<b>\$36</b>	<b>\$17,180</b>	<b>\$17,216</b>	<b>\$17,216</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$68,643</b>	<b>\$3,235</b>	<b>\$71,878</b>	<b>\$71,878</b>

**Baytree**  
**Community Development District**  
**Amended Budget FY 2018**  
**Pavilion Project**

Description	Adopted Budget FY2018	Increase/ Decrease	Amended Budget FY2018	Actuals as of 9/30/18
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**Revenues:**

Beginning Fund Balance	\$0	\$0	\$0	\$0
Baytree BCA Funding	\$0	\$108,000	\$108,000	\$108,000

<b>Total Revenues</b>	<b>\$0</b>	<b>\$108,000</b>	<b>\$108,000</b>	<b>\$108,000</b>
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**Expenses:**

Pavilion Expenses	\$0	\$50,000	\$50,000	\$47,088
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<b>Total Expenses</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$47,088</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$58,000</b>	<b>\$58,000</b>	<b>\$60,912</b>
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## SECTION B

**From:** Terrie Carlson terriecarlson@bellsouth.net  
**Subject:** Re: Baytree Lake 5 property line  
**Date:** October 3, 2018 at 8:10 AM  
**To:** Samitas, Maryelen E Maryelen.Samitas@atkinsglobal.com



Hello Maryelen, The price would be \$2,400 and we would need 4 ± weeks to complete.

Thank you!

Terrie Carlson - *Notary*  
Kane Surveying, Inc.  
505 Distribution Drive  
Melbourne, FL 32904  
ph. 321-676-0427  
fx. 321-984-1448

---

**From:** "Samitas, Maryelen E" <Maryelen.Samitas@atkinsglobal.com>  
**To:** "kanesurveying@bellsouth.net" <kanesurveying@bellsouth.net>; "terriecarlson@bellsouth.net" <terriecarlson@bellsouth.net>  
**Sent:** Wednesday, October 3, 2018 12:01 AM  
**Subject:** Baytree Lake 5 property line

Hello,

I am in need of surveying services. We are the engineering consultant for Baytree CDD (community development district). The CDD needs to locate the Baytree property line along the east side of Lake 5 (highlighted in the attached). This is adjacent to Suntree.

I received your contact info from my colleague Patrick. Are you interested/able to do this work and if so I'll need a time frame and budget.

Thank you,

Maryelen Samitas, PE

Project Manager  
North America  
Civil Engineering

(321) 775-6644 (321) 501-1627

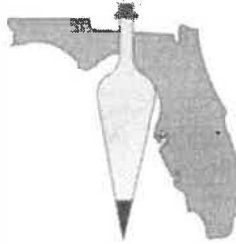
**Atkins, member of the SNC-Lavalin Group**  
7175 Murrell Rd, Melbourne, FL, 32940

<http://www.atkinsglobal.com/en-GB>  
<https://meet-na.atkinsglobal.com/maryelen.samitas/ZZMHH3CB?sl=1>



**r.m. packard** & assoc., inc.  
**surveying & mapping**  
197 Bougainvillea Drive / Suite "D"  
Rockledge, Florida 32955  
Tel: (321) 632-6335 • Fax: (321) 631-7392

E-Mail: [packardsurvey@cfl.rr.com](mailto:packardsurvey@cfl.rr.com)



October 9, 2018

Maryelen Samitas, P.E.  
ATKINS  
7175 Murrell Road  
Melbourne, FL 32940

**RE: LAKE #5 - BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

Dear Mr. Ossa:

In response to your outline of needs and quotation request -

**SITE DESCRIPTION / LOCATION:**

East line of Lake #5 of "Baytree, Phase 1, Stages 1-5" (Plat Book 39, Page 59); being also the West line of -

- Lots 42 thru 48 of "Suntree, Stage 4, Tract 29, Unit 2" (Plat Book 31, Page 52)
- Lots 49 thru 57 of "Suntree, Stage 4, Tract 29, Unit 3" (Plat Book 31, Page 67)
- Lots 14 thru 16 of "Suntree, Stage 4, Tract 31" (Plat Book 32, Page 51)

**SCOPE OF SERVICES:**

A Boundary Survey consisting of one line as defined above, being approximately 1850 l.f., defined by nineteen (19) lot and tract corners.

- Field survey to (a) recover and verify existing monumentation; (b) set missing points.
- Master Sketch documenting monumentation (note - a sketch is a statute requirement)

**FEE..... \$1630.00**

**SCHEDULE:**

Based on current obligations, completion of the above reference work will require 3 to 4 weeks from date of authorization to proceed.

**ASSUMPTIONS AND CONDITIONS:**

- All work to be performed to meet the "Standards of Practice" defined in Chapter 2014-147, FAC, pursuant to Section #472.027, FS.
- All services are "one-time" and any request for additional work will be invoiced on hourly rates pursuant to the fee schedule listed herein.

**HOURLY RATES:**

- Professional Land Surveyor .....\$100.00 per hour
- Field Crew..... \$85.00 per hour
- Survey Technician..... \$50.00 per hour

**DELIVERABLES:**

- Six (6) signed / sealed copies
- One (1) electronic transfer file (Autocad DWG)
- One (1) electronic transfer file (digitally signed Adobe PDF)

**INVOICING / PAYMENT:**

An invoice for services will be provided upon completion of the work specified. Payment for services is due within fifteen (15) days of invoice date.

The opportunity to provide this quotation is greatly appreciated. Should you have questions or comments, please do not hesitate to contact me.

Sincerely,



Digitally signed by  
Robert M. Packard  
Date: 2018.10.09  
14:06:45 -04'00'

Robert M. Packard, PSM

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

Date: \_\_\_\_\_

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
			<u>Total</u>	<u>\$ 32,750.00</u>

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 \_\_\_\_\_

# SECTION C

# Proposal

Page No. 1 of 2 Pages

## Varsity Courts, Inc.

1970-A CORPORATE SQUARE  
LONGWOOD, FLORIDA 32750  
407-830-8906 • FAX 407-830-7267

PROPOSAL SUBMITTED TO Baytree CDD		PHONE (407) 470-8825	DATE March 23, 2018
STREET 8207 National Drive		JOB NAME Resurface One Double Tennis Court	
CITY, STATE AND ZIP CODE Melbourne, Florida 32940		JOB LOCATION Same	
ARCHITECT Attn: Jason Showe	DATE OF PLANS	JOB PHONE	

We hereby submit the following specifications and estimates for:

### **RESURFACE ONE (1) DOUBLE TENNIS COURTS - 108' X 120'**

Varsity Courts, Inc. proposes to resurface one (1) double tennis court according to the following specifications. All surfacing materials shall be manufactured by Dalton Enterprises, Inc. Application of all material shall be done in a workmanlike manner in accordance with the manufacturer's standard specifications.

- Pressure wash where necessary
- Repair cracks 1/16" or larger using crack filler. The crack filler is worked into the crack with a putty knife by hand.
- Repair wide cracks using patch mix. The patch mix is worked into the crack with a putty knife by hand.
- Repair large pit holes and gauges using crack filler
- Repair small bumps (Caused by mushrooms) treat with bleach and then chip down raised asphalt and repair with patch mix
- Net posts to be painted
- Repair around net post foundation
- Reinstall Tennis Court Nets
- Quick grind entire slab to remove cracked edges and any loose material

The entire surface shall receive one (1) coat of Latex-ite Acrylic Surfer to give texture and safer play

The entire surface shall receive two (2) coats of Latex-ite Acrylic Fortified Color System with sand.

Color of court to be **TWO TONE GREEN - (LIGHT OUTSIDE - DARK INSIDE)**

The outside perimeter of asphalt outside of fence will receive one (1) coat of Latex-ite Acrylic Fortified Color System with sand.

#### **NOTE: THREE (3) COAT SYSTEM**

Playing lines to be striped two inches (2") wide, accurately located using WHITE Latex-ite

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

dollars (\$ \_\_\_\_\_ )

Payments to be made as specified below:

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 \_\_\_\_\_ 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.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

Page No. 2 of 2 Pages

## Varsity Courts, Inc.

1970-A CORPORATE SQUARE  
LONGWOOD, FLORIDA 32750  
407-830-8906 • FAX 407-830-7267

PROPOSAL SUBMITTED TO <u>Baytree CDD</u>		PHONE <u>(407) 470-8825</u>	DATE <u>March 23, 2018</u>
STREET <u>8207 National Drive</u>		JOB NAME <u>Resurface One Double Tennis Court</u>	
CITY, STATE AND ZIP CODE <u>Melbourne, Florida 32940</u>		JOB LOCATION <u>Same</u>	
ARCHITECT <u>Attn: Jason Showe</u>	DATE OF PLANS		JOB PHONE

We hereby submit the following specifications and estimates for:

### CIRCLE ALTERNATE IF YOU WISH TO ELECT

ALT. I: Fencing ; Remove all fence mesh and hail off site. Paint all framework and posts black with new vinyl coated mesh including two gates. ADD: \$6,997.00

ALT. II: Remove and haul off two green benches. Supply two new green benches same as existing. (See attached Spec) ADD: \$1,317.00

ALT. III: Two new tennis nets with center straps ~\$167.00 each ADD: \$ 334.00

### OWNER TO PROVIDE WATER SOURCE - HOSE BIB

### ALL MATERIALS AND WORKMANSHIP HAVE A FULL ONE YEAR WARRANTY

### \*NO WARRANTY ON CRACKS: NEW OR REOCCURRING

**PER THE US TENNIS COURT AND TRACK BUILDERS ASSOCIATION:  
PLEASE NOTE "WHENEVER REPAIR, RESURFACING OR OVERLAY IS  
CHOSEN, IT IS IMPORTANT FOR AN OWNER TO REALIZE THAT CRACKS  
ALWAYS RE-APPEAR".**

Reason being is that the constant expansion and contraction of more than 7000 sq ft of surface, which is the area of a single tennis court, has a constant fluctuations in ambient temperatures.

These fluctuations can be greater in the winter. The asphalt has lost all flexibility because of aging and the loss of the oils which were in it when manufactured. This causes the asphalt to be rigid.

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

Seven Thousand One Hundred Thirty Seven dollars (\$ \$7,137.00 )

Payments to be made as specified below:

Upon completion of work

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

Dennis Truex

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 \_\_\_\_\_

Signature \_\_\_\_\_



# Varsity Courts, Inc.

1970-A Corporate Square, Longwood, Florida 32750-3520 (407) 830-8906 Fax (407) 830-7267

## 6' Bench w/ Back - Portable Diamond

### Product Details:

- 6' length
- 12" wide seat
- Diamond pattern
- All welded frame made from 2-3/8" O.D. pipe
- Made in the USA
- Frame and Plank color options

Colors available: Black, Brown, Green, Dk. Blue, Burgundy, Lt. Blue, Red and Beige

### Features:

- More durable than other coatings



# SECTION VI



# SECTION A

**Baytree CDD Action Items**  
**12/4/2018**

<b>Item #</b>	<b>Action Item</b>	<b>Assigned To:</b>	<b>Status</b>	<b>Comments/Estimated Completion</b>
1	Fountain LED Light Replacement	Viasalyers	<b>Quote Received</b>	\$1,600 - Awaiting Board Approval
2	Tennis Court Refurbishment	Viasalyers	<b>Quote Received</b>	\$15,785 - 6-8 weeks after Board Approval

## SECTION B

# SECTION 2

# SECTION 1

# Goodson Paving, Inc.

P.O. Box 236067  
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

May 31, 2018

**TO:** Atkins

**ATTN:** Maryelen Samitas

**FROM:** Chris Brunais

**RE:** Baytree 2018 Milling & Paving (#6664)

## PROPOSAL

### Scope of Work:

#### Milling and Resurfacing (Old Tramway from National to Baytree, Linford Ct., National Drive)

Milling	5,595 SY @ \$2.00	= \$ 11,190.00
Manhole Risers	8 EA @ \$225.00	= \$ 1,800.00
Tack Coat	5,595 SY @ \$0.25	= \$ 1,398.75
Pave w/1.0"SP-9.5	5,595 SY @ \$7.90	= \$ 44,200.50
Striping & RPMs (paint only)	1 LS @ \$300.00	= \$ 300.00

**TOTAL – BID A    = \$ 58,889.25**

### Notes

1. Prices will be honored for 60 days from the date of this proposal.
2. This estimate is based on quantities provided by Atkins. Payment shall be made on actual field measured quantities determined upon completion of the work.
3. Payment is to be made within 60 days after completion of the work. A late payment fee of 1.5% will be applied to balances exceeding the 60 day limit.

### Exclusions are as follows:

Fees or Permits  
Weekend, Holiday, or Night Work  
Survey or Layout  
Testing

**Page 2 of 2 – Baytree 2018 Milling & Paving**

APPROVED & ACCEPTED BY:

GOODSON PAVING:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATKINS:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Limits of Repaving - 2018

== LIMITS


Legend

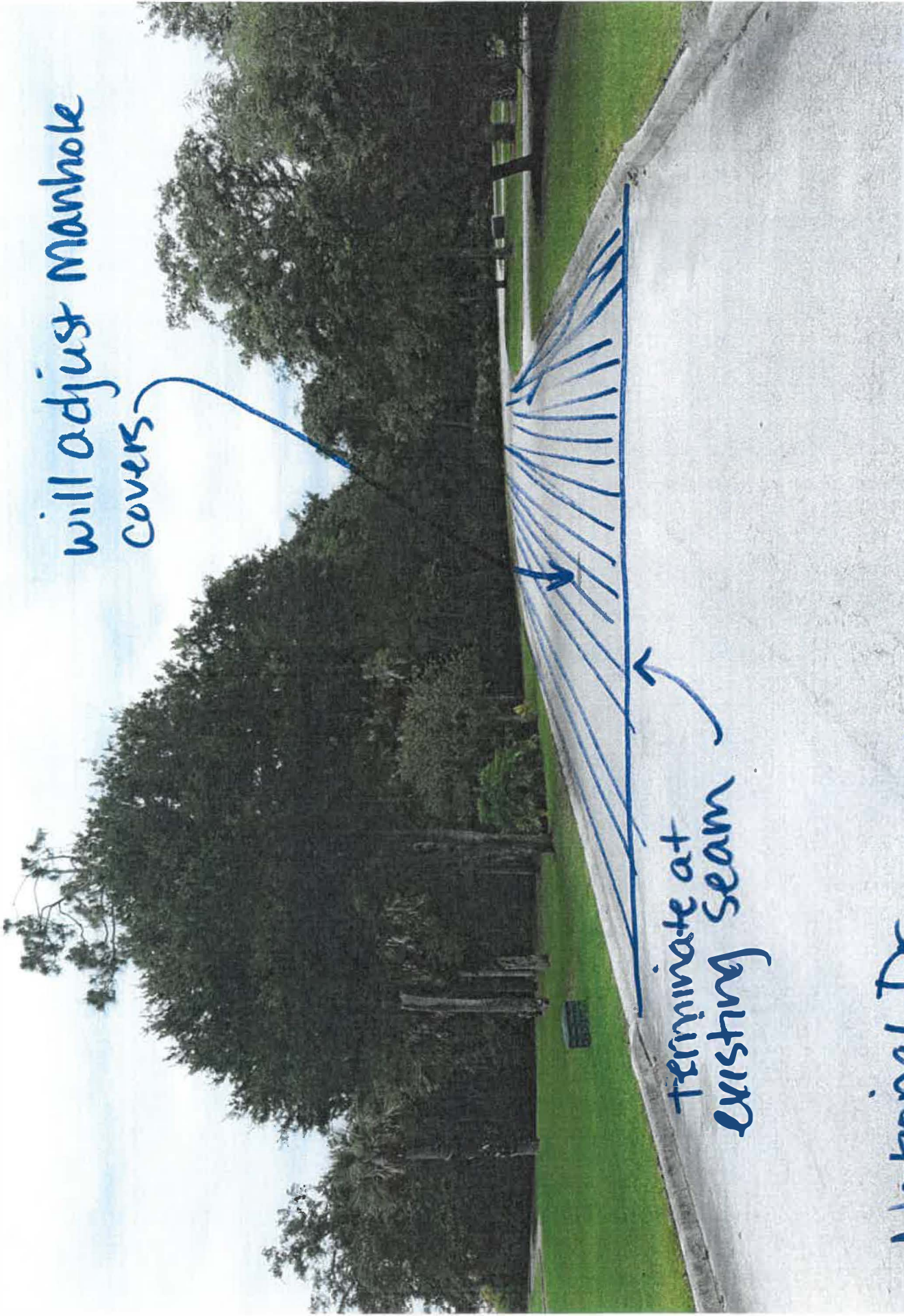




will adjust manhole  
covers

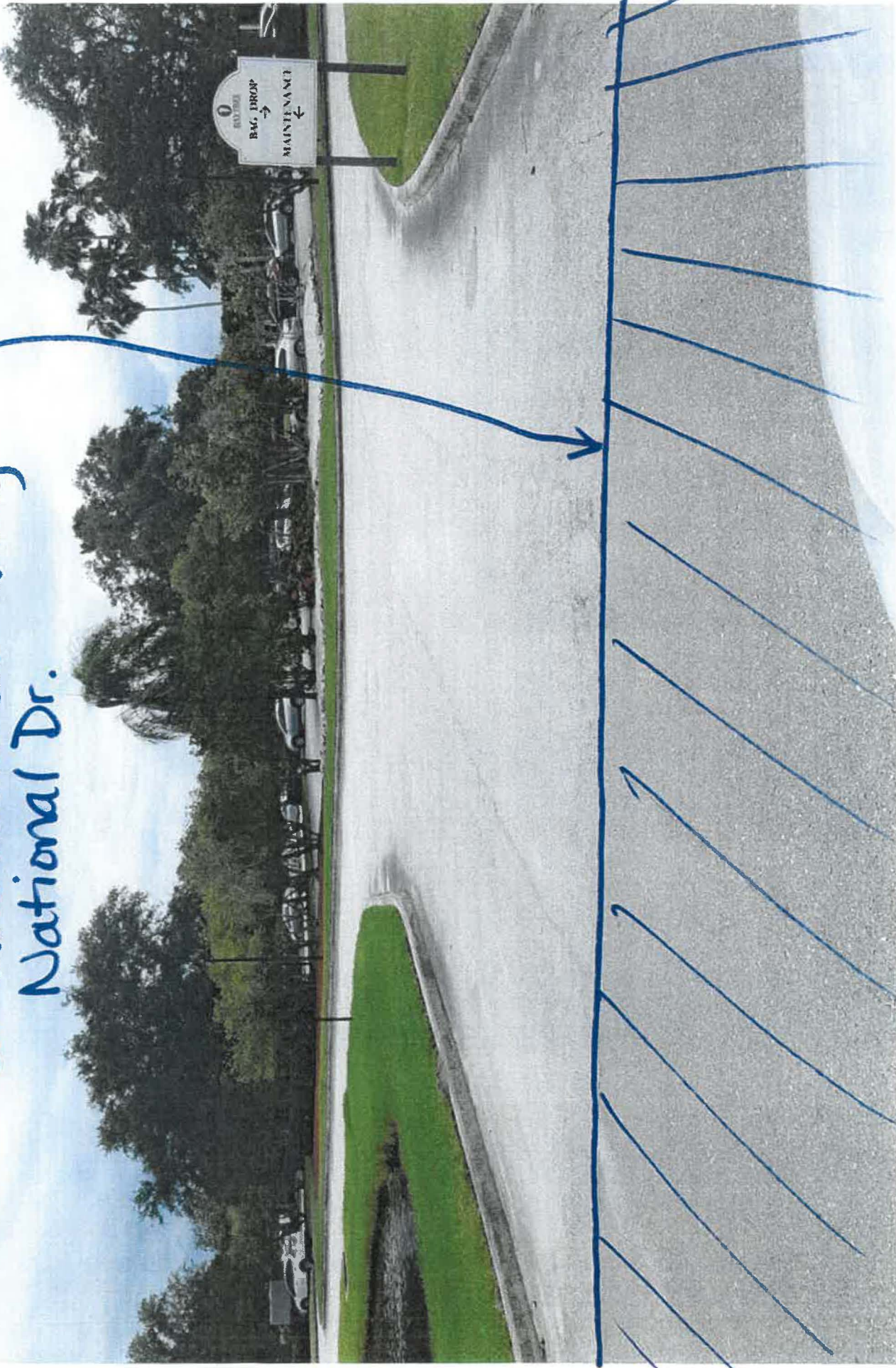
terminate at  
existing seam

National Dr.  
From clubhouse 





Terminate at existing seam  
at Clubhouse lot along  
National Dr.





Include intersection at Old Tramway +  
National. Create new seam at south leg





# Old Tramway + National Dr. intersection



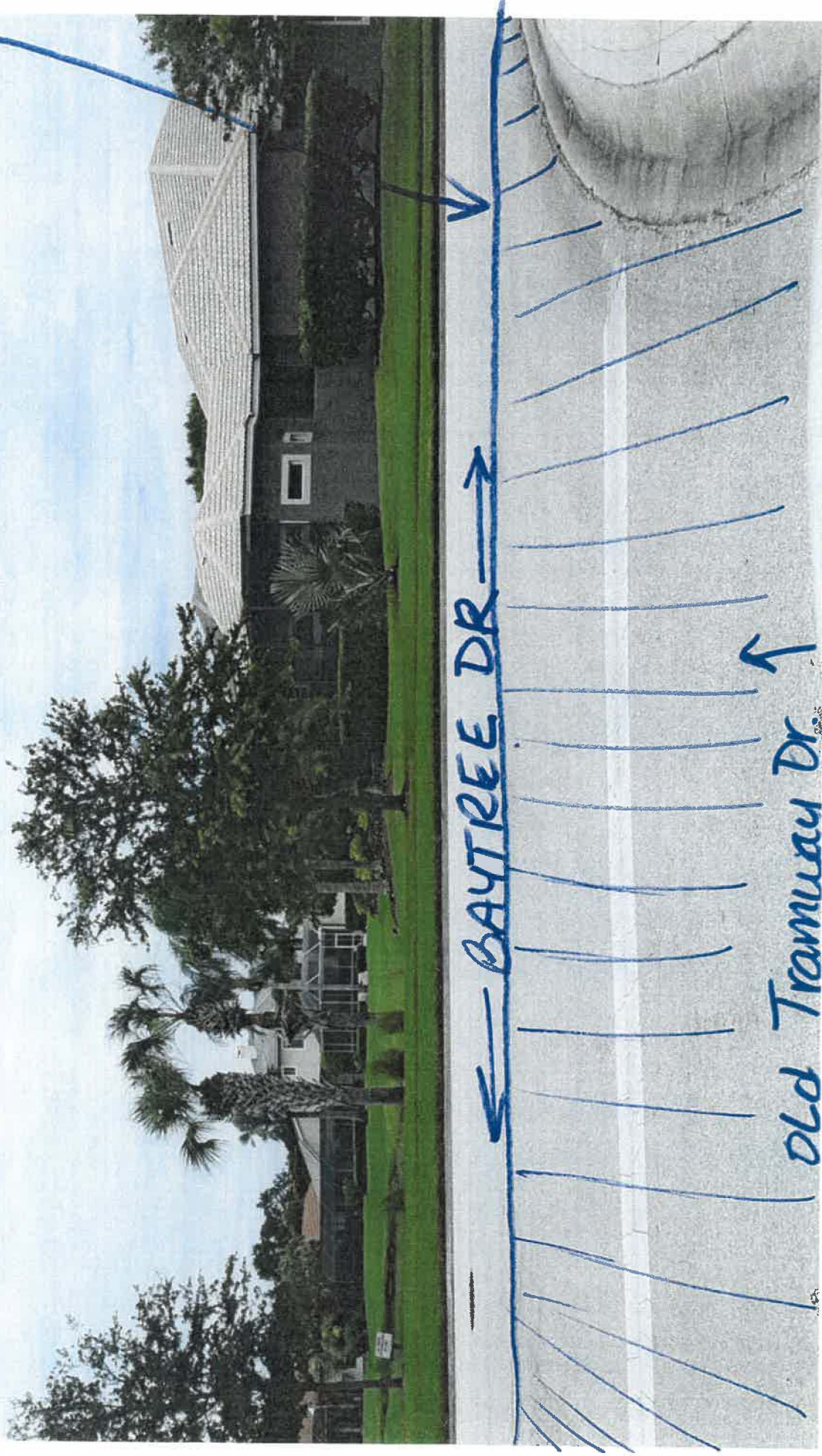
Restri ping included  
(paint only  
, not thermoplastic)



From Clubhouse



Terminate paving at existing seam,  
west side of Baytree Dr, edge of pavement.





terminate at Baytree Dr. edge of pavement.

— BAYTREE DR. —→

Old Farmhouse Dr



## SECTION 2

From: Samitas, Maryelen E <Maryelen.Samitas@atkinsglobal.com>  
Subject: RE: Baytree 2019 Lake Bank Erosion Schedule  
Date: November 26, 2018 at 5:28 PM  
To: Jason Showe <jshowe@gmscfl.com>  
Cc: William Viasalyers <wviasalyers@gmscfl.com>, Stacie Vanderbilt <svanderbilt@gmscfl.com>, Lauren Vanderveer <lvanderveer@gmscfl.com>

Yes. In fact here are the 4 items for Goodson's roadway paving:

1. Speed humps:
  - a. \$1400 for asphalt
  - b. About \$1,000 for 2 single-post signs and painted markings
  - c. Budget \$2,400 total for each speed hump
  - d. I will send a sketch for proposed placement.
2. Balmoral damage:
  - a. Appears to be from a sliding base; there could be several reasons for this.
  - b. Approximate area to replace is 130' x 24' = 347 SY
  - c. Repair can take place while doing the other mill/overlay work
  - d. Unit prices will be the same. He didn't provide a written quote yet but I'm budgeting \$8,000.
3. 2018 maintenance mill and overlay:
  - a. As far as I know, these prices are the same as previously submitted. Was around \$59K.
4. Pool Parking
  - a. I emailed the updated concept plan and am awaiting an updated quote, including concrete sidewalk, striping and signage. Recall his previous quote was \$38K.
  - b. Note: The 2<sup>nd</sup> quote from Rick Chiarullo was around \$27K but did not include base rock; I've asked Rick to revise but have not received a response.
  - c. I've confirmed a permit modification is needed through SJRWMD for this additional impervious area as the original permit included a mulched drive. I'll reduce my scope of services to try to get our fees down to a more acceptable level and resubmit Atkins fee. The work we've done so far has been invoiced under the monthly general task.
  - d. The most recent concept plan is attached. This plan minimizes disturbance to the surrounding green space and provides handicap parking near the pavilion.

Separately, there were those quotes I forwarded you for surveying the east boundary line along Lake 5, pertaining to the landscaping adjacent to the Suntree homeowners that look at people.

Thanks,  
Maryelen

Maryelen Samitas, PE

Project Manager  
North America  
Civil Engineering

(321) 775-8644 (321) 501-1627

Atkins, member of the SNC-Lavalin Group  
7175 Murrell Rd, Melbourne, FL, 32940

<http://www.atkinsglobal.com/en-GB>  
<https://meel-na.atkinsglobal.com/maryelen.samitas/ZZM-H3CB?sl=:>

From: Jason Showe <jshowe@gmscfl.com>  
Sent: Monday, November 26, 2018 1:34 PM  
To: Samitas, Maryelen E <Maryelen.Samitas@atkinsglobal.com>  
Cc: William Viasalyers <wviasalyers@gmscfl.com>; Stacie Vanderbilt <svanderbilt@gmscfl.com>; Lauren Vanderveer <lvanderveer@gmscfl.com>  
Subject: Re: Baytree 2019 Lake Bank Erosion Schedule

Also, I am checking the agenda, was there anything else to add to Speed Hump issue?

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

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public



# SECTION 3

# Rick Chiarullo, LLC

## ASPHALT Paving & Sealing



Phone: 321-777-6579  
paveandseal@cfl.rr.com  
441 Eagle Drive  
Satellite Beach, FL 32937

PROPOSAL SUBMITTED TO <b>Maryelen Samitas</b>		JOB NAME <b>Baytree pool and tennis court parking</b>		JOB #
STREET		JOB LOCATION		
CITY, STATE & ZIP CODE		DATE <b>10/27/18</b>	DATE OF PLANS	
Phone # <b>321 775-6644 321 501-1627</b>	FAX # <b>Maryelensamitas@atkinsglobal.com</b>	ARCHITECT		

### Asphalt Paving:

Prepare approximately 8,972 square feet or 996 square yards of asphalt millings in parking area. Work consists of grading existing material and removing asphalt at curb for a smooth transition between surfaces. Apply a tack coat and using type SP 9.5 asphalt lay a leveling or wedge course compacted. Using same mix as above pave lot 1-3/4" thick compacted to 1-1/2" thick.

Notes: Price does not include engineering or testing if needed.

Layout by others.

Permits can be obtained if needed- price to determined by county.

Striping, signs, posts and wheel stops to be determined by others.

Price is based on existing layout.

We propose hereby to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

dollars (\$ **26,916.00** )

Payment to be made as follows:

Upon completion/net 30 days

Respectfully  
Submitted

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ 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.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Goodson Paving, Inc.

P.O. Box 236067  
Cocoa, FL 32923-6067

Telephone: (321) 631-5523 / FAX (321) 639-0497

July 27, 2018

**TO:** Atkins

**ATTN:** Maryelen Samitas

**FROM:** Chris Brunais

**RE:** Baytree Parking Lot (#5508) -Revised

## PROPOSAL - REVISED

### Scope of Work:

This proposal includes the excavation of the existing materials in the parking area, stabilized subgrade, limerock base, priming, and paving with SP-9.5 asphalt at the Baytree Subdivision located in Melbourne, Florida. Estimate is based on field measured quantities. Payment is to be made based on actual construction quantities determined upon completion of work.

Excavation	1 LS @ \$4,350.00	= \$ 4,350.00
12" Stabilized Subgrade (LBR 40)	1,024 SY @ \$12.75	= \$ 13,056.00
8" Limerock Base (LBR 100)	1,024 SY @ \$20.75	= \$ 21,248.00
Priming	1,024 SY @ \$0.75	= \$ 768.00
Paving w/1.5" SP-9.5 (One Lift)	1,024 SY @ \$16.50	= \$ 16,896.00

**TOTAL:** = \$ 56,318.00

### Notes:

1. Due to the escalating cost of fuel and raw materials, pricing will only be valid if the work quoted is completed within 30 days from the date of this proposal. Goodson Paving reserves the right to renegotiate prices on any work that is completed after the 30 days.
2. Payment is to be made by the 15<sup>th</sup> day of the month proceeding the month in which the work is completed. A late payment fee of 1.5% will be applied to balances in excess of 30 days.

**Notes (cont.):**

3. This proposal includes one mobilization for completing the work.
4. This proposal is subject to material availability.

**Exclusions are as follows:**

Fees, Bonds, or Permits

Survey or Layout

Testing

Striping or RPMs

Fill Dirt

**APPROVED & ACCEPTED BY:**

**GOODSON PAVING:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATKINS:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Rough Order of Magnitude  
Professional Engineering Services  
for  
Baytree Pavilion Parking Lot  
Melbourne, Florida**

The Baytree Community Development District (Baytree CDD) is proposing to construct a new pavilion at the existing pool and tennis courts on National Drive under a separate project. The Baytree CDD also proposes to pave with asphalt the existing dirt parking lot serving patrons of the pool, tennis courts, and new pavilion. The existing dirt lot is approximated to be just under 10,000 square feet in area, including the entry and exit drives.

At the request of the Baytree CDD, ATKINS (Consultant) has prepared a scope of services for providing engineering design and construction documents for the proposed asphalt parking lot:

## **SECTION 1 SCOPE OF SERVICES**

### **TASK 1: SURVEY**

Survey scope TBD.

### **TASK 2: SITE PLAN DESIGN**

1. The Consultant will prepare design and construction documents for the proposed improvements. The construction documents will be prepared in 22 inch x 34 inch format and will include the following drawing sheets:

- Cover Sheet,
- Notes
- Existing Conditions and Demolition Plan,
- Site Geometry Plan,
- Paving, Grading and Drainage Plan,
- Section and Detail sheets,
- Stormwater Pollution Prevention Plan,

The construction plans will be based in pdf and AutoCAD .dwg file and will show the following:

- a. New pavilion location.
- b. Paved parking and site access drive
- c. Stormwater management and retention areas,

Plans will be submitted to the Baytree CDD Board for review at the 75% and 100% design stages.

2. Stormwater management System: The consultant will design a stormwater management system sized to serve the proposed improvements within the project area and in accordance with jurisdictional agency permitting requirements.

July 30, 2018

3. Construction details for the project area, based on Brevard County Land Development Regulations.
4. The consultant will coordinate the civil drawings with architectural, plumbing and site electrical design by others to show the building footprint, means of egress, water service, building sewer, site lighting poles, transformer pad.
5. Technical notes and specifications for the project will be included in the construction drawings. A separate specification package is not included in the scope of services.
6. This task includes 2 meetings with Baytree CDD delegate board member to review the site plan design at the 75% and 100% Submittals.
7. The Consultant will provide up to three sets of plans and calculations, an electronic PDF copy of each submittal will also be provided.

### **TASK 3: PERMITTING**

The Consultant will prepare and submit permit applications with accompanying Construction Documents (plans, calculations, cost estimates) in support of obtaining approval for the proposed improvements. The submittals will occur at the 75% Design and 100% Construction Documents phase. Comments from the 75% plan submittal will be incorporated into the 100% Construction Document Plan set for approval by the jurisdictional agencies and the Consultant will provide a written response to each comment. This task includes one meeting or teleconference with each agency to review their comments. The level of effort for this task assumes that the Consultant will address the comments from the 75% review and will submit 100% Construction Documents to SJRWMD for approval. Additional reviews after submittal of the 100% Construction Documents are not included in this scope of services. The following permits are anticipated for this project:

- St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) Modification,

### **TASK 4: BID PHASE SERVICES**

Not included in scope of services.

### **TASK 5: LIMITED CONSTRUCTION PHASE SERVICES**

#### **A. GENERAL**

The Consultant (Engineer) will assist Baytree CDD in administering the construction contract for the proposed improvements (Project, Work), and in inspecting the Work for compliance with the contract documents and performing other duties as described herein. A 1-month construction period, from the pre-construction meeting or notice to proceed through final completion has been assumed. Limited Construction phase engineering services to be performed by Engineer under this task are as described herein:

## B. DESCRIPTION OF SERVICES

### 1. General Administration of Construction Contract:

During the construction phase, the Baytree CDD is responsible for construction contract administration and for resident onsite inspection. Engineer is responsible for the administration of the Construction Contract only to the extent of the scope of this agreement.

a. Pre-Construction Meeting:

The Engineer will, upon request, attend a Pre-Construction Meeting at the job site.

b. Weekly Construction Meetings:

Not included.

c. Shop Drawings and Other Submittals:

The Engineer will review and respond to all civil Contractor submittals electronically. Engineer will review for conformance with the information given in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Engineer's reviews will be completed within 7 calendar days after receipt of the shop drawing/ submittal to the Engineer. Engineer will electronically return an approved or marked-up copy of the reviewed submittal to Contractor, the Baytree CDD will be copied in the email.

Engineer's estimated level of effort for this task is based on 3 initial submittal packages and up to 2 re-submittals.

d. Interpretations and Clarifications. Requests for Information (RFI's):

The Engineer, in response to Contractor's Request for Information (RFI), will prepare necessary clarifications and interpretations of the Site Civil Contract Documents as appropriate for the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. All responses will be coordinated with the Baytree CDD and electronically transmitted to the Contractor in a timely manner. The Engineer will not be required to revise the Issued for Construction Documents to incorporate sketches provided to the Contractor.

Engineer's 7 calendar day review period will begin the first calendar day following receipt of the request for clarification received electronically from the Contractor and end on the day the clarification is transmitted to the Contractor. Engineer estimated level of effort is based on 3 RFIs.

e. Change Orders and Requests for Changed Work:

Engineer will review Change Proposals from the contractor related to the contract work and offer recommendation to Baytree CDD.

f. Applications for Payment:

Not included.

g. Completion Documents, Acceptability of the Work and Final Inspections:

Substantial Completion and Acceptability of the Work - After the Contractor has provided the as-built survey and written notification to Baytree CDD that Site Civil Work is substantially complete, the Engineer will accompany Baytree CDD and the Contractor on one inspection of the Work within 7 calendar days to determine the status of completion. Engineer will provide a report and/or punch list

July 30, 2018

identifying the incomplete work. If Engineer does not consider the Work to be Substantially Complete, the Engineer will notify the Baytree CDD the reasons for determining that the Work is not Substantially Complete. If Engineer considers the Work to be Substantially Complete, the Engineer will notify the Baytree CDD via email correspondence. Engineer's estimated level of effort for this task is one (1) inspection.

**Final Inspection** – Engineer will provide a final inspection of completed Work after the Work has been completed in accordance with the Construction Contract Documents and final cleaning has been performed and after the Contractor has provided a written request for a final inspection. The final inspection will be completed within seven calendar days of the Contractor's request. Upon determining that all Work is complete, Engineer will issue a Certification of Final Completion. However, if such inspection in the opinion of Engineer reveals items of Work still to be performed, Engineer will provide a report identifying the incomplete work and provide re-inspection once work is completed. When Engineer finds that the Work is acceptable under the Contract Documents, Engineer will request the Contractor make closeout submittals. Engineer's estimated level of effort for this task is one (1) final inspection and one (1) re-inspection.

h. **Record Drawings:**

Record drawings are not included.

2. **Field Observation Services:**

a. **Periodic Observation of Construction:**

Engineer will up to 2 periodic site observations, coordinating each site observation with attendance at the scheduled construction meeting. These periodic site visits will be conducted to observe the Contractor's Work in progress at the site to assist Baytree CDD in determining if the Work is proceeding in general accordance with the Contract Documents. These periodic site visits, which will be performed by personnel familiar with the construction contract documents and the intent of the design. Such observations by Engineer are not intended to be exhaustive or to extend to every aspect of the Work, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents for the Project, but rather are to be limited to spot checking and similar methods of general observation of the Work based on the Engineer's exercise of professional judgment. It is understood that Engineer's observations cannot be performed for all Work continuously; however, observations performed are expected to be sufficient and generally representative of the Work.

b. **Defective Work:**

On the basis of periodic observations, Engineer will advise Baytree CDD regarding disapproval or rejection of Contractor's Work while it is in progress, as described in the General Conditions, if the Engineer believes that such Work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer will advise Baytree CDD as soon as practicable of Work of which Engineer becomes aware that Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval and provide contractual reasons for the concerns.



## SECTION 2 ASSUMPTIONS AND EXCLUSIONS

1. Application fees, impact fees, fire hydrant flow tests, connection charges and any other fees required by regulatory agencies are considered a direct expense to the Baytree CDD.
2. The following assumptions apply to this scope of services:
  - It is assumed that hazardous materials, contaminants, jurisdictional wetlands and threatened and/or endangered species are not present on the site. This proposal does not include environmental or wetland or threatened and/or endangered species permitting and/or wetland mitigation.
  - It is assumed that the utility infrastructure improvements (potable water, sewer, forcemain and electrical) are not included in the scope of services.
  - The Client shall provide ATKINS with architectural, structural, mechanical, site electrical and plumbing plans. ATKINS shall rely on the accuracy of said information, and shall not be responsible for its use in the design, permitting or construction of the proposed improvements. Said plans shall be provided sufficiently in advance of submittals to jurisdictional permitting agencies.
  - Fire protection and supply demands are not included in the scope of services.
  - Irrigation design or construction phase administration is not included in the scope of services.
  - The Contractor will be responsible for preparation and submittal of a Maintenance of Traffic (MOT) Plan to the Baytree CDD for approval prior to construction.
  - The Contractor will be responsible for preparation and submittal of the NPDES FDEP NOI for the project prior to construction and N.O.T upon completion of construction.
  - The Contractor shall provide an as-built survey, prepared by a land surveyor registered in the.
  - The site will be developed as a single construction phase. Design, permitting and construction of multiple phases is not included in this agreement. The entirety of Project area is assumed to be completed in a single set of construction documents.
3. Site plan changes, including moving or altering the building footprints, location, parking and configuration of the site plan is considered an additional service.
4. FDOT standard structures will be specified for all proposed drainage structures if needed. The structural design of special structures that may be required to address special design conditions or conflicts is not included in this scope.
5. The following items are not included in this scope of work:
  - Utility notification and coordination.
  - Traffic Signal Warrant studies, Traffic Planning and traffic studies.
  - Landscape Architecture (& Irrigation) and Planning, Survey, geotechnical, architectural, structural, mechanical, site electrical, site lighting and plumbing design and permitting.
  - Utilities design.
  - Profile Drawings.
  - Design and permitting of off-site improvements.
  - Drainage Studies and Stormwater management system design and permitting outside of the project area.
  - Zoning changes, Land Planning, Waivers or Conditional Use Permits, public meetings.
  - Wetland impacts and mitigation, wildlife surveys and permitting, ACOE, Consumptive Use Permitting, FEMA, and FDOT permitting.
  - Brevard County Land Development, Public Works, Survey site plan review.
  - Geotechnical Services, Subsurface Utility Excavation (SUE), Surveying, Right of Way, easements and land acquisition support services.
  - Separate Specification Documents and Maintenance of Traffic (MOT) Plans.

July 30, 2018

- Developers Agreements.
- Preparation of bid addenda, bid review and recommendation.
- Evaluation of Contractors Means and Methods or alternative designs for components proposed by Contractor.
- Construction cost estimates.

### SECTION 3 COMPENSATION

The proposed scope of services will be provided on a lump sum basis administered pursuant to the provisions of our master contract dated September 15, 2014, and invoiced monthly based on the percentage of completion of the overall project.

<b>Task 1:</b> Survey (TBD)	\$	3,500 (TBD)
<b>Task 2:</b> Site Plan Design	\$	9,700
<b>Task 3:</b> Permitting	\$	4,500
<b>Task 4:</b> Bid Phase Services	\$	0
<b>Task 5:</b> Construction Phase Services	\$	4,900
<b>TOTAL Tasks 1-5</b>	\$	<u>22,600</u>

# SECTION 4

From: **Samitas, Maryelen E** <Maryelen.Samitas@atkinsglobal.com>  
Subject: Fwd: Baytree 2019 Lake Bank Erosion Schedule  
Date: November 21, 2018 at 12:16 PM  
To: Jason Showe <jshowe@gmscfl.com>



Jason, Here is the line up for 2019 that I will be getting a proposal for from these contractor.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Foley, Justin T" <Justin.Foley@atkinsglobal.com>  
Date: 11/21/18 10:03 AM (GMT-06:00)  
To: "Samitas, Maryelen E" <Maryelen.Samitas@atkinsglobal.com>  
Subject: Baytree 2019 Lake Bank Erosion Schedule

Lake No.	Lot No.	Lot Address	LF to be Restored	Proposed Cost
7A	41	512 Royston Lane	50	\$1,950
7A	52	8025 Bradwick Way	60	\$2,340
8	19	8110 Daventry Drive	30	\$1,170
8	23	8028 Bradwick Way	10	\$390
8	24	8026 Bradwick Way	83	\$3,237
8	25	8024 Bradwick Way	60	\$2,340
10	6	8002 Linford Court	50	\$1,950
13	20	975 Chatsworth Drive	20	\$780
13	21	984 Chatsworth Drive	74	\$2,886
20	7	8155 Belford Way	50	\$1,950
20	6	8144 Belford Way	100	\$3,900
21	3	8174 Belford Way	80	\$3,120
21	4	8164 Belford Way	108	\$4,212
			<b>Total =</b>	<b>\$30,225</b>

Regards,

Justin Foley

Engineer I  
North America  
Engineering, Design, and Project Management

(321) 775-6228

Atkins, member of the SNC-Lavalin Group  
7175 Murrell Rd, Melbourne, FL 32940



# SECTION 3

# SECTION 1

*This item will be provided under  
separate cover*

# SECTION VII



# SECTION A

# Baytree

## Community Development District

### Summary of Check Register

September 19, 2018 to November 28, 2018

Fund	Date	Check No.'s	Amount
General Fund	9/25/18	53306	\$ 7,500.00
	9/28/18	53307-53308	\$ 5,618.90
	10/3/18	53309-53311	\$ 1,938.50
	10/4/18	53312-53317	\$ 9,273.57
	10/5/18	53318	\$ 6,059.16
	10/9/18	53319-53322	\$ 6,496.00
	10/12/18	53323	\$ 3,000.00
	10/16/18	53324-53326	\$ 13,019.52
	10/18/18	53327-53329	\$ 2,825.58
	10/23/18	53330-53332	\$ 3,272.52
	10/30/18	53333-53335	\$ 3,913.42
	11/6/18	53336-53339	\$ 5,197.69
	11/13/18	53340-53344	\$ 12,209.88
	11/16/18	53345-53346	\$ 6,046.98
	11/20/18	53347-53350	\$ 11,101.52
	11/27/18	53351-53354	\$ 2,957.52
			<hr/>
			\$ 100,430.76
Capital Projects Fund	9/28/18	75	\$ 3,013.00
	10/30/18	76	\$ 3,420.00
			<hr/>
			\$ 6,433.00
Community Beautification Fund	10/10/18	22	\$ 4,000.00
	11/13/18	23-24	\$ 24,601.00
			<hr/>
			\$ 28,601.00
Pavillion - JPA Fund	10/23/18	4	\$ 29,981.09
	11/27/18	5	\$ 9,993.70
			<hr/>
			\$ 39,974.79
Payroll	<u>October 2018</u>		
	Gilbert M. Mills Jr	50411	\$ 184.70
	Jerome S. Darby	50412	\$ 184.70
	Richard L. Brown	50413	\$ 184.70
			<hr/>
			\$ 554.10
			<hr/>
			\$ 175,993.65

\*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\*

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/25/18	00021	9/21/18 311	201809 300-15500-10000		*	7,500.00	
		FY19 ASSESSMENT ROLL CERT		GOVERNMENTAL MANAGEMENT SERVICES			7,500.00 053306
9/28/18	00200	9/12/18 1820430	201809 320-53800-34500		*	2,711.52	
		SECURITY 9/06/18-9/12/18					
		9/19/18 1820442	201809 320-53800-34500		*	2,711.52	
		SECURITY-09/13-09/19/18		DOTHAN SECURITY INC			5,423.04 053307
9/28/18	00023	8/23/18 1961206	201808 310-51300-48000		*	195.86	
		NOTICE OF MEETINGS FY19		FLORIDA TODAY			195.86 053308
10/03/18	00047	9/19/18 S103733	201809 320-53800-41100		*	904.50	
		ATTACH ARM/RPLC LED STRIP		ACCESS CONTROL TECHNOLOGIES			904.50 053309
10/03/18	00193	9/24/18 15800039	201808 320-53800-46200		*	117.00	
		SPECIAL SERVICE 8/01-8/31					
		9/24/18 15800039	201809 320-53800-46200		*	117.00	
		SPECIAL SERVICE 9/01-9/30		COVERALL NORTH AMERICA, INC DBA			234.00 053310
10/03/18	00005	10/02/18 19399	201810 320-53800-51200		*	800.00	
		8012 GLASTONBURY-HYDRANT		CITY OF COCOA UTILITIES			800.00 053311
10/04/18	00012	10/02/18 8-189037	201808 310-51300-31100		*	1,085.00	
		ENG.-GENERAL COORDINATION		ATKINS			1,085.00 053312
10/04/18	00140	9/05/18 120881	201809 320-53800-41100		*	105.00	
		ANNUAL FIRE EXTN.INSPEC.		ATP FIRE			105.00 053313
10/04/18	00004	8/31/18 151797	201808 310-51300-31500		*	3,352.50	
		CORRESP/RECEIPT/REVIEW		BILLING, COCHRAN, LYLES, MAURO&RAMSEY			3,352.50 053314
10/04/18	00200	9/26/18 1820456	201809 320-53800-34500		*	2,711.52	
		SECURITY 9/20/18-9/26/18		DOTHAN SECURITY INC			2,711.52 053315
10/04/18	00008	9/25/18 6-317-39	201809 310-51300-42000		*	111.55	
		DELIVERY 9/19/18		FEDEX			111.55 053316

BAYT --BAYTREE-- KCOSTA

\*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\*

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/04/18	00117	9/13/18 09132018	201810 320-53800-47700 50% DEP-CHRISTMAS LIGHTS	HOLIDAY LIGHTSCAPES INC.	*	1,908.00	1,908.00 053317
10/05/18	00021	10/01/18 312	201810 310-51300-34000 MANAGEMENT FEE-OCT18		*	3,411.50	
		10/01/18 312	201810 310-51300-35100 INFORMATION TECH-OCT18		*	133.33	
		10/01/18 312	201810 310-51300-51000 OFFICE SUPPLIES		*	32.16	
		10/01/18 312	201810 310-51300-42000 POSTAGE		*	18.02	
		10/01/18 312	201810 310-51300-42500 COPIES		*	143.40	
		10/01/18 313	201810 320-53800-34000 FIELD MANAGEMENT-OCT18		*	2,320.75	
			GOVERNMENTAL MANAGEMENT SERVICES				6,059.16 053318
10/09/18	00193	10/01/18 15800044	201810 320-53800-46200 JANITORIAL SERVICES OCT18	COVERALL NORTH AMERICA, INC DBA	*	289.00	289.00 053319
10/09/18	00039	10/01/18 12871	201809 320-53800-47000 AQUATIC WEED CTRL OCT18		*	2,413.00	
		10/01/18 12871	201809 320-53800-47000 NATURAL AREAS MGMT OCT18		*	350.00	
			ECOR INDUSTRIES				2,763.00 053320
10/09/18	00117	10/09/18 10092018	201810 320-53800-47700 50% DEP CHRISTMAS LIGHTS	HOLIDAY LIGHTSCAPES INC.	*	3,384.00	3,384.00 053321
10/09/18	00204	10/08/18 10082018	201810 300-15500-10000 RENTAL FOR MTG 12/4/18	ISLES OF BAYTREE HOA	*	60.00	60.00 053322
10/12/18	00124	10/11/18 10112018	201810 320-53800-51200 DEP SIDEWALK CLEANING	KENNETH G HORN	*	3,000.00	3,000.00 053323
10/16/18	00012	10/11/18 1890857	201809 310-51300-31100 ENG.-GENERAL COORDINATION	ATKINS	*	2,808.00	2,808.00 053324
10/16/18	00200	10/03/18 1820493	201809 320-53800-34500 SECURITY 9/27/18-9/30/18		*	1,549.44	

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		10/03/18 1820493A	201810 320-53800-34500 SECURITY10/01/18-10/03-18	DOTHAN SECURITY INC	*	1,162.08	
							2,711.52 053325
10/16/18	00016	10/03/18 39620	201810 320-53800-47300 MTHLY LANDSCAPE OCT18	TROPIC-CARE OF FLORIDA, INC.	*	7,500.00	
							7,500.00 053326
10/18/18	00200	10/10/18 1820507	201810 320-53800-34500 SECURITY 10/4/18-10/10/18	DOTHAN SECURITY INC	*	2,711.52	
							2,711.52 053327
10/18/18	00008	10/09/18 6-331-58	201810 310-51300-42000 DELIVERY 10/3/18	FEDEX	*	25.06	
							25.06 053328
10/18/18	00084	10/18/18 50205	201810 320-53800-49000 RENT STORAGE FEE NOV18	VIERA STORAGE COMPANY	*	89.00	
							89.00 053329
10/23/18	00047	10/05/18 S104864	201810 320-53800-41100 RPR GATE ARM	ACCESS CONTROL TECHNOLOGIES	*	240.00	
							240.00 053330
10/23/18	00200	10/17/18 1820519	201810 320-53800-34500 SECURITY10/11/18-10/17/18	DOTHAN SECURITY INC	*	2,711.52	
							2,711.52 053331
10/23/18	00205	10/16/18 10162018	201810 320-53800-49000 PAVILLION PLAQUE EXPENSES	JERRY DARBY	*	321.00	
							321.00 053332
10/30/18	00019	9/13/18 18538	201809 320-53800-46200 INSTALL/REPAIR SUMP PUMP		*	401.90	
		10/01/18 18349100	201810 320-53800-46200 MNTHLY POOL SRVC OCT18	BEACH POOL SERVICE	*	625.00	
							1,026.90 053333
10/30/18	00099	10/01/18 71332	201810 310-51300-54000 SPECIAL DISTRICT FEE FY19	DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	
							175.00 053334
10/30/18	00200	10/24/18 1820533	201810 320-53800-34500 SECURITY10/18/18-10/24/18	DOTHAN SECURITY INC	*	2,711.52	
							2,711.52 053335

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 11/28/18

PAGE 4

\*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\*

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/06/18	00200	10/31/18	1820545 201810 320-53800-34500		SECURITY10/25/18-10/31/18	*	2,711.52	
								2,711.52 053336
DOTHAN SECURITY INC								
11/06/18	00123	10/31/18	W15439 201810 320-53800-47500		RPLC RUST DISCONNECT	*	421.50	
		10/31/18	W15440 201810 320-53800-47500		RPLC DAMAGED WIRES	*	899.00	
		10/31/18	W15441 201810 320-53800-47500		FIX TIMER	*	125.00	
		10/31/18	W15442 201810 320-53800-47500		RPLC LIGHT BULBS	*	125.00	
		10/31/18	W15443 201810 320-53800-47500		RPLC PHOTOCELL	*	238.25	
		10/31/18	W15444 201810 320-53800-47500		RPLC BREAKER IN POLES	*	410.00	
								2,218.75 053337
EAU GALLIE ELECTRIC INC.								
11/06/18	00008	10/30/18	6-353-79 201810 310-51300-42000		DELIVERY 10/23/18	*	25.23	
								25.23 053338
FEDEX								
11/06/18	00088	11/02/18	11022018 201811 310-51300-49200		FIRE SP ASSESSMENT-COUNTY	*	242.19	
								242.19 053339
LISA CULLEN, TAX COLLECTOR								
11/13/18	00012	11/07/18	10-18925 201810 310-51300-31100		ENG.-GENERAL COORDINATION	*	2,395.00	
								2,395.00 053340
ATKINS								
11/13/18	00047	10/30/18	S104298 201809 320-53800-41100		RPR GATE ARM	*	241.38	
								241.38 053341
ACCESS CONTROL TECHNOLOGIES								
11/13/18	00004	9/30/18	152310 201809 310-51300-31500		PREP/TRAVEL/ATTEND MTG	*	4,207.50	
								4,207.50 053342
BILLING, COCHRAN, LYLES, MAURO & RAMSEY								
11/13/18	00039	10/05/18	339241 201810 320-53800-47000		AQUATIC WEED CTRL OCT18	*	2,413.00	
		11/01/18	340694 201810 320-53800-47000		QTRLY PEST CONTROL OCT18	*	60.00	
								2,473.00 053343
ECOR INDUSTRIES								
11/13/18	00016	10/30/18	39771 201810 320-53800-47200		RMC LARGE WAV MYRTLE	*	50.00	

BAYT --BAYTREE-- KCOSTA

\*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\*

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/30/18	39773	201810 320-53800-47400	IRRIG RPRS OCT 18		*	2,843.00	
				TROPIC-CARE OF FLORIDA, INC.			2,893.00 053344
11/16/18	00021	11/01/18 314	201811 310-51300-34000		*	3,411.50	
			MANAGEMENT FEES-NOV18				
		11/01/18 314	201811 310-51300-35100		*	133.33	
			INFORMATION TECH-NOV18				
		11/01/18 314	201811 310-51300-51000		*	1.68	
			OFFICE SUPPLIES				
		11/01/18 314	201811 310-51300-42000		*	24.67	
			POSTAGE				
		11/01/18 314	201811 310-51300-42500		*	20.25	
			COPIES				
		11/01/18 315	201811 320-53800-34000		*	2,320.75	
			FIELD MANAGEMENT-NOV18				
		11/01/18 315	201811 320-53800-41100		*	45.80	
			GUARDHOUSE SUPPLIES				
				GOVERNMENTAL MANAGEMENT SERVICES			5,957.98 053345
11/16/18	00084	11/16/18 50752	201811 320-53800-49000		*	89.00	
			RENT STORAGE FEE-DEC18				
				VIERA STORAGE COMPANY			89.00 053346
11/20/18	00019	10/15/18 18569	201810 320-53800-46200		*	80.00	
			AMENITY SWITCH-CALL				
		11/04/18 3490000	201811 320-53800-46200		*	625.00	
			MNTHLY POOL SRVC NOV18				
				BEACH POOL SERVICE			705.00 053347
11/20/18	00206	10/23/18 102318	201810 320-53800-47400		*	185.00	
			REIMBURSE REPAIR FROM DMG				
				CHERI MCKEAHE			185.00 053348
11/20/18	00200	11/14/18 1820600	201811 320-53800-34500		*	2,711.52	
			SECURITY 11/8/18-11/14/18				
				DOTHAN SECURITY INC			2,711.52 053349
11/20/18	00016	11/05/18 39723	201811 320-53800-47300		*	7,500.00	
			MTHLY LANDSCAPE NOV18				
				TROPIC-CARE OF FLORIDA, INC.			7,500.00 053350
11/27/18	00132	11/13/18 34021	201811 320-53800-34600		*	36.00	
			ADMINISTRATION FEE				
				BREVARD COUNTY SHERIFF'S OFFICE			36.00 053351

BAYT --BAYTREE-- KCOSTA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/28/18 PAGE 6  
 \*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\* BAYTREE GENERAL FUND  
 BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/27/18	00192	11/13/18 34021	201811 320-53800-34600	SECURITY 11/15/18	*	105.00	
							105.00 053352
-----							
11/27/18	00200	11/21/18 1820617	201811 320-53800-34500	SECURITY11/15/18-11/21/18	*	2,711.52	
							2,711.52 053353
-----							
11/27/18	00186	11/13/18 34021	201811 320-53800-34600	SECURITY 11/13/18	*	105.00	
							105.00 053354
-----							
TOTAL FOR BANK A						100,430.76	
TOTAL FOR REGISTER						100,430.76	

BAYT --BAYTREE-- KCOSTA



[illegible]

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO.... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/28/18	00027	8/29/18 5587	201808 600-53800-48100	CAMERA/EQUIP INSTALL	*	3,013.00	
				MODERN SECURITY SYSTEM LLC			3,013.00 000075
10/30/18	00024	10/16/18 10162018	201810 600-53800-61092	RESORATION OF LAND/GRASS	*	3,420.00	
				AMERICAN SHORELINE RESTORATION			3,420.00 000076
				TOTAL FOR BANK B		6,433.00	
				TOTAL FOR REGISTER		6,433.00	

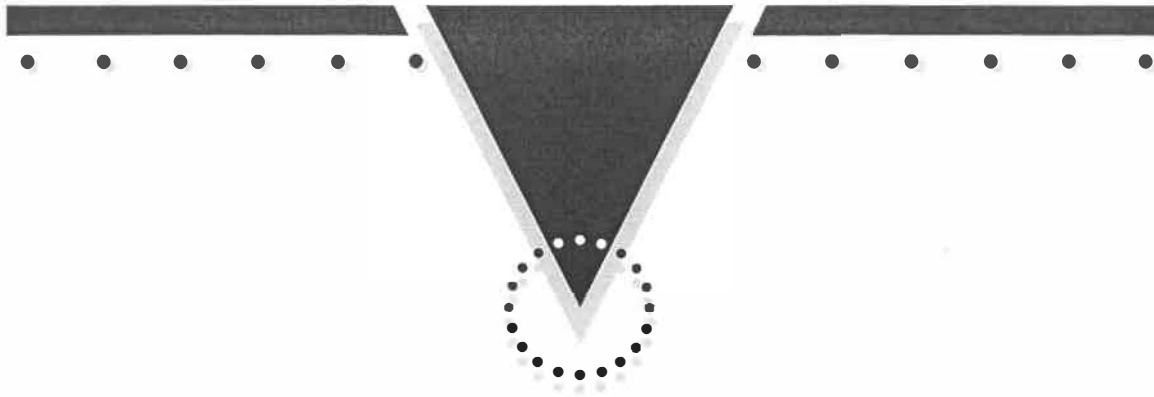
BAYT --BAYTREE-- KCOSTA



AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/28/18 PAGE 1  
 \*\*\* CHECK DATES 09/19/2018 - 11/28/2018 \*\*\* BAYTREE PAVILION PROJECT  
 BANK E BAYTREE CDD-JPA

BAYT --BAYTREE-- KCOSTA

## SECTION B



# Baytree

## Community Development District

Unaudited Financial Reporting  
October 31, 2018



# Table of Contents

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

**Baytree**  
Community Development District  
**Combined Balance Sheet**  
**October 31, 2018**

	General Fund	Capital Projects Fund	Pavillion Project	Totals (Memorandum Only) 2018
<b><u>Assets:</u></b>				
<b><u>Cash:</u></b>				
Wells Fargo	\$46,224	---	---	\$46,224
SunTrust - Capital Reserves	---	\$31,246	---	\$31,246
SunTrust - Pavement Management	---	\$184,359	---	\$184,359
Regions - Community Beautification	---	\$67,878	---	\$67,878
Suntrust - Pavillion Project	---	---	\$30,931	\$30,931
<b><u>Investments:</u></b>				
Custody	\$1,026	---	---	\$1,026
Prepaid Expenses	\$60	---		\$60
<b>Total Assets</b>	<u>\$47,310</u>	<u>\$283,483</u>	<u>\$30,931</u>	<u>\$361,724</u>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$22,698	\$19,075	---	\$41,773
<b><u>Fund Balances:</u></b>				
Assigned	---	\$31,246	---	\$31,246
Assigned	---	\$184,359	---	\$184,359
Assigned	---	\$48,803	\$30,931	\$79,734
Unassigned	\$24,612	---	---	\$24,612
<b>Total Liabilities and Fund Equity &amp; Other Credits</b>	<u>\$47,310</u>	<u>\$283,483</u>	<u>\$30,931</u>	<u>\$361,724</u>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement of Revenues & Expenditures**  
**For The Period Ending October 31, 2018**

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments	\$853,142	\$0	\$0	\$0
Interest Income - Investments	\$0	\$0	\$0	\$0
Miscellaneous Income (IOB Cost Share Agreement)	\$34,297	\$0	\$0	\$0
Miscellaneous Income	\$4,000	\$333	\$3,500	\$3,166
Transfer In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$891,439</b>	<b>\$333</b>	<b>\$3,500</b>	<b>\$3,166</b>
<b><u>Expenditures:</u></b>				
<b><u>Administrative</u></b>				
Supervisor Fees	\$8,000	\$667	\$600	\$67
FICA Expense	\$612	\$51	\$46	\$5
Engineering	\$25,000	\$2,083	\$2,395	(\$312)
Assessment Administration	\$6,420	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$1,479	\$0	\$1,479
Annual Audit	\$3,400	\$0	\$0	\$0
Management Fees	\$40,938	\$3,412	\$3,412	\$0
Information Technology	\$1,600	\$133	\$133	\$0
Telephone	\$150	\$13	\$0	\$13
Postage	\$1,500	\$125	\$68	\$57
Insurance	\$13,805	\$13,805	\$12,547	\$1,258
Tax Collector Fee	\$13,980	\$0	\$0	\$0
Printing & Binding	\$1,700	\$142	\$143	(\$2)
Legal Advertising	\$1,200	\$100	\$0	\$100
Other Current Charges	\$1,700	\$142	\$64	\$78
Office Supplies	\$200	\$17	\$32	(\$15)
Property Taxes	\$250	\$250	\$0	\$250
Property Appraiser	\$234	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$138,614</b>	<b>\$30,093</b>	<b>\$27,116</b>	<b>\$2,977</b>



**Baytree**  
**Community Development District**  
**General Fund**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Operation and Maintenance</u></b>				
Security Contract	\$143,687	\$11,974	\$12,008	(\$34)
Security - Speed Control	\$10,000	\$833	\$0	\$833
Gate Maintenance Contract	\$1,200	\$100	\$0	\$100
Maintenance - Gate House	\$12,000	\$1,000	\$5,271	(\$4,271)
Telephone - Gate House/Pool	\$6,420	\$535	\$732	(\$197)
Transponders	\$4,500	\$375	\$0	\$375
Field Management Fees	\$27,849	\$2,321	\$2,321	\$0
Electric	\$55,000	\$4,583	\$3,732	\$852
Water & Sewer	\$10,460	\$872	\$657	\$215
Gas	\$7,800	\$650	\$35	\$615
Maintenance - Lakes	\$36,600	\$3,050	\$2,473	\$577
Maintenance - Landscape Contract	\$90,000	\$7,500	\$7,500	\$0
Maintenance - Additional Landscape	\$19,000	\$1,583	\$50	\$1,533
Maintenance - Pool	\$17,000	\$1,417	\$1,231	\$186
Maintenance - Irrigation	\$6,000	\$500	\$3,028	(\$2,528)
Maintenance - Lighting	\$9,000	\$750	\$2,219	(\$1,469)
Maintenance - Monuments	\$6,000	\$500	\$0	\$500
Maintenance - Other Field (R&M General)	\$4,000	\$333	\$0	\$333
Maintenance - Playground	\$2,000	\$167	\$0	\$167
Maintenance - Tennis Court Area	\$1,000	\$83	\$0	\$83
Holiday Landscape Lighting	\$4,000	\$4,000	\$5,292	(\$1,292)
Operating Supplies	\$750	\$63	\$0	\$63
Sidewalk/Curb Cleaning	\$11,000	\$917	\$3,800	(\$2,883)
Miscellaneous	\$1,000	\$83	\$410	(\$327)
<b>Total Operation and Maintenance</b>	<b>\$486,266</b>	<b>\$44,189</b>	<b>\$50,758</b>	<b>(\$6,569)</b>
<b><u>Reserves</u></b>				
Transfer Out - Capital Projects - Paving Baytree	\$66,466	\$0	\$0	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$21,716	\$0	\$0	\$0
Transfer Out - Reserves	\$120,454	\$0	\$0	\$0
Transfer Out - Community Beautification Fund	\$45,265	\$0	\$0	\$0
Transfer Out - Rebalance First Quarter Operating	\$12,658	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$266,559</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$891,439</b>		<b>\$77,874</b>	
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>(\$74,374)</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$98,986</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$24,612</b>	

**Baytree**  
**Community Development District**  
**Capital Reserves Fund**  
**Summary of Revenues & Expenditures**  
**For The Period Ending October 31, 2018**

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$120,454	\$0	\$0	\$0
Interest Income	\$100	\$8	\$1	(\$7)
<b>Total Revenues</b>	<b>\$120,554</b>	<b>\$8</b>	<b>\$1</b>	<b>(\$7)</b>
<b><u>Expenditures:</u></b>				
Lake Bank Restoration	\$30,000	\$2,500	\$3,420	(\$920)
Sidewalk/Gutter Repair	\$13,000	\$1,083	\$0	\$1,083
Drainage Maintenance	\$10,000	\$833	\$0	\$833
Curb - Tree Trimming/Replacements	\$6,500	\$542	\$0	\$542
Tennis Court Resurfacing	\$16,200	\$1,350	\$0	\$1,350
Pool Furniture	\$7,500	\$625	\$0	\$625
Rear Camera Gates	\$4,000	\$333	\$0	\$333
Pavilion Parking	\$20,000	\$1,667	\$0	\$1,667
<b>Total Expenditures</b>	<b>\$107,200</b>	<b>\$8,933</b>	<b>\$3,420</b>	<b>\$5,513</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$13,354</b>		<b>(\$3,419)</b>	
<b>Fund Balance - Beginning</b>	<b>\$7,277</b>		<b>\$34,664</b>	
<b>Fund Balance - Ending</b>	<b>\$20,631</b>		<b>\$31,246</b>	

**Baytree**  
**Community Development District**  
**Pavement Management Fund**  
Summary of Revenues & Expenditures  
For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Revenues:</u></b>				
Transfer In - Baytree	\$66,466	\$0	\$0	\$0
Transfer In - IOB	\$21,716	\$0	\$0	\$0
Interest Income	\$75	\$6	\$8	\$2
<b>Total Revenues</b>	<b>\$88,257</b>	<b>\$6</b>	<b>\$8</b>	<b>\$2</b>
<b><u>Expenditures:</u></b>				
Roadway Paving	\$0	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$88,257</b>		<b>\$8</b>	
<b>Fund Balance - Beginning</b>	<b>\$122,350</b>		<b>\$184,351</b>	
<b>Fund Balance - Ending</b>	<b>\$210,607</b>		<b>\$184,359</b>	

**Baytree**  
**Community Development District**  
**Community Beautification**  
Summary of Revenues & Expenditures  
For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$45,265	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$45,265</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Expenditures:</u></b>				
Bank Fees	\$150	\$13	\$0	\$13
Beautification Projects	\$0	\$0	\$19,075	(\$19,075)
Monument Improvements	\$0	\$0	\$4,000	(\$4,000)
Transfer Out	\$0	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$150</b>	<b>\$13</b>	<b>\$23,075</b>	<b>(\$23,063)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$45,115</b>		<b>(\$23,075)</b>	
<b>Fund Balance - Beginning</b>	<b>\$66,878</b>		<b>\$71,878</b>	
<b>Fund Balance - Ending</b>	<b>\$111,993</b>		<b>\$48,803</b>	

**Baytree**  
**Community Development District**  
**Pavillion Project**  
 Summary of Revenues & Expenditures  
 For The Period Ending October 31, 2018

	Adopted Budget	Prorated Budget Thru 10/31/18	Actual Thru 10/31/18	Variance
<b><u>Revenues:</u></b>				
Baytree BCA Funding	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Expenditures:</u></b>				
Pavillion	\$0	\$0	\$29,981	(\$29,981)
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,981</b>	<b>(\$29,981)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>(\$29,981)</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$60,912</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$30,931</b>	

**Baytree  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income - Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,500</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisor Fees	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
FICA Expense	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46
Engineering	\$2,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,395
Attorney Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Administration	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,412	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,412
Information Technology	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$133
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$68	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68
Insurance	\$12,547	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,547
Tax Collector Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Binding	\$143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$143
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$64	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64
Office Supplies	\$32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Appraiser	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$27,116</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,116</b>

**Baytree  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Field:</u></b>													
Security Contract	\$12,008	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,008
Security - Speed Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Gate House	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,271
Telephone - Gate House/Pool	\$732	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$732
Transponders	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Management Fees	\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,321
Electric	\$3,732	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,732
Water & Sewer	\$657	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$657
Gas	\$35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35
Maintenance - Lakes	\$2,473	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,473
Maintenance - Landscape Contract	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Maintenance - Additional Landscape	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
Maintenance - Pool	\$1,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,231
Maintenance - Irrigation	\$3,028	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,028
Maintenance - Lighting	\$2,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,219
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Other Field (R&M General)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Playground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Tennis Court Area	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Landscape Lighting	\$5,292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,292
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalk/Curb Cleaning	\$3,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800
Miscellaneous	\$410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410
<b>Total Field</b>	<b>\$50,758</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,758</b>
<b><u>Reserves:</u></b>													
Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$77,874</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$77,874</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$74,374)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$74,374)</b>

10