

*Baytree Community
Development District*

Agenda

April 3, 2019

AGENDA

Baytree

Community Development District

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

March 27, 2019

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, April 3, 2019 at 1:30 p.m. at the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
 - A. Security
 - B. BCA
3. Approval of Minutes of the February 6, 2019 Meeting
4. New Business
 - A. Suntree Bank
 - i. Survey & Status of Lake Bank Clean-up from Storm
 - B. Pavilion Parking Lot Project
 - i. Status of Permitting and Construction
 - ii. Consideration of Joint Participation Agreement with Baytree Community Association for Recreation Area Parking Lot Project
 - C. Discussion of Road Striping Proposal
 - D. Discussion of Transponder Removal Process
 - E. Discussion of Strategic Plan
5. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. Engineer
 1. Speed Humps
 2. Roadway Paving Project
 - iii. District Manager's Report
 1. Field Manager's Report
6. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
7. Supervisor's Requests
8. Public Comment Period
9. Adjournment

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

The third order of business is the approval of the minutes of the February 6, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A is the Suntree bank issue. Sub-Section 1 is the discussion of the survey and status of the lake bank clean-up from the storm. A copy of the summary prepared by the District Engineer and survey map is enclosed for your review. Section B is the discussion of the pavilion parking lot project. Sub-Section 1 is the status of the permitting and construction to be presented by the District Engineer. Sub-Section 2 is the consideration of the Joint Participation Agreement with the Baytree Community Association for the recreation area parking lot project. A copy of the agreement is enclosed for your review. Section C is the discussion of the road striping proposal from Fausnight Stripe & Line, Inc. A copy of the proposal is enclosed for your review. Section D is the discussion of the transponder removal process and Section E is the discussion of a Strategic Plan. Both are open discussion items and no-back up material is available.

The fifth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items enclosed for your review. Section 2 of Staff Reports is the District Engineer's Report. The District Engineer will present the update on the speed hump and roadway paving project at the meeting. Section 3 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that will be provided under separate cover.

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

The seventh order of business is Supervisor's Requests.

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

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

Sincerely,



Jason Showe
District Manager

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

MINUTES

MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, February 6, 2019 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Jerry Darby	Vice Chairman
Carol Witcher	Supervisor
Richard Brown	Supervisor
Richard Bosseler	Supervisor

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Maryelen Samitas	District Engineer
William Viasalyers	Field Manager
William McLeod	DSI Security
Valerie Scott	DSI Security
Joann Wagner	Isles of Baytree
Wayne Wilkerson	BCA
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 1:30 p.m., called the roll and the Pledge of Allegiance was recited. All Supervisors were present with the exception of Mr. Mills. Ms. Witcher provided her Oath of Office prior to the meeting.

SECOND ORDER OF BUSINESS

Community Updates

A. Security

Ms. Scott: Hello everyone. I was out here a weekend ago for a couple of days of training. I spent a lot of time in the guardhouse, observing and seeing what the major pitfalls are. To give you an update about the Visitor Management System (VMS), we had 261 accounts set up over the two days and follow up emails were sent. The residents now know how to access the

account to make updates, etc. Those 261 accounts were out of 654 homes so that's a small percentage. I've learned that very few residents are calling the gatehouse to advise of expected visitors. With that and the small percentage of the community that has jumped on board with the VMS, we are having some difficulty trying to hold to the scope of work. For example, we don't have lists with phone numbers so the difficulty is being able to contact a resident and ask for permission to allow a guest in, if they don't have an account where their phone number is accessible and/or they have not called the gatehouse to pre-register the guest.

Joanne Wagner (IOB): If we registered, you would have our phone number.

Ms. Scott: Yes, we have all of the information electronically for those 261 homes. If a visitor were to come for you that wasn't pre-registered and we weren't expecting, we now have the ability to electronically push a button and dial your primary and/or secondary phone number to get your permission to admit them.

Mr. Darby: If I can just interrupt Val. Just to set the record straight, there are 566 homes between Isles of Baytree (IOB) and Baytree.

Ms. Scott: I'm sorry that I keep saying the wrong number.

Mr. Darby: I believe there are 461 homes here and 105 in IOB.

Ms. Wagner: There are 104 homes in IOB.

Mr. Darby: So there is a total of 565 homes, which leaves about 300 non-registered homes. When we changed from Universal Allied, we lost the permanent guest list and phone numbers. We will talk about this a little bit later, but there is a need to try to get as many emails and phone numbers as we possibly can.

Ms. Scott: We have taken the extra step. Each time a new account has been set up, we include it on an Excel spreadsheet, which I update every month to Jason and Jerry so we have the address, head of household, their phone numbers and email address. So, we are accumulating that, but unfortunately that is only the information available to us electronically because they subscribed to the system. So, the homeowners that have not subscribed to the system are the ones we do not have numbers for, regardless of whether its electronically or on an Excel spreadsheet. I'm going to defer a lot of the operational items to Bill as soon as I complete the update. We talked a little about issuing a temporary pass to guests and some a permanent pass to family members and residents; however, they need to continue to show their driver's license. I will discuss that later in the meeting. We have had some combative situations because people

don't like change. Unfortunately, a lot of the residents feel that when DSI came on board we created those changes and don't realize that we were trying to enforce changes or enforce protocols that had not been enforced previously or enforced new protocols. So, we kind of are the fall guy. The combative folks are actually more than visitors. They are residents and golfers so we are looking at and discussing ways to combat that.

Mr. Brown: When a resident comes in that doesn't have a transponder and the officer asks them for their driver's license, is he getting a lot of pushback?

Mr. McLeod: Yes, they are getting a lot of pushback. I had Matt, our Site Supervisor track how many combative situations he had at the gate for a small period of time and in a three-hour period, he had 12 golfers and residents. To be honest with you, I am your Operations Manager, which means when I get an email from Jason that says, "Bill, a resident just sent me an email saying that somebody was just waved through the gate," I show up. Everybody here knows when I show up here, it's not a good thing because that normally means something is wrong. That's the service I provide to you and what you pay me for. I use the analogy, "If you kick a good dog long enough, they are eventually going to become a bad dog." In other words, when you deal with four bad people an hour, that's one every 15 minutes. Eventually you are going to back up and say, "I'm getting \$10 an hour and I'm dealing with threats." They have been directly threatened at the gate. I'm not making excuses, but there is no excuse for not checking an ID and just waving people through. At this point, they are just kind of throwing up their hands so I don't agree with that. I will always have your back and tell them that they need to do their job, but the reality is you can only do this to people so long before they back up and say this isn't worth it.

Mr. Brown: I understand that, but on the flip side, there is also a way to gather information from that jerk who comes up and says, "No I am not giving you my license." You can say, "I understand that, but can you tell me what neighborhood you live in?"

Mr. McLeod: They are not going to say that.

Ms. Scott: In just the past couple of months, we scripted our officers with a couple of sentences to use when they come up against combative residents, visitors or golfers such as, "I'm sorry if you have been inconvenienced, but we are trying to enforce the protocols of the community." A soft gate can deny them. That is what we have come up with, but if you have a different idea, we are more than willing to hear it.

Mr. McLeod: We do get the license tag.

Mr. Brown: Perhaps we can get certain information like what neighborhood they live in and what make and model of car they have through the Baytree Community Homeowners Association (BCA) voting members. I live on Old Tramway Drive in The Hamlet and I pretty much know every type of car that The Hamlet residents drive. I would have no problem if there was a report that you gave to Jason and Jason could forward to me or anybody else and I don't have a problem knocking on somebody's door.

Ms. Scott: So then the make, model, and color of a vehicle is more important than capturing a license plate.

Ms. Witcher: The two together would be better.

Mr. Brown: Until somebody tells them, "This doesn't cut it anymore and if you don't like it, move."

Mr. McLeod: We don't have the authority to do that.

Mr. Brown: You may not have the authority, but we do.

Mr. McLeod: Once they are already combative, you are not going to find out where they live. They are going to say, "I'm going home so open the gate." So, the most that we are going to be able to get for you is a description of the person and of the car, including the license tag. That is what I instructed my officers to do. I will try to develop some sort of a formal note each day on how many people coming into the gate were combative, if they were a resident or a guest, who the guest belonged to and put that information on a weekly spreadsheet.

Mr. Brown: I was told that the golf course faxes a spreadsheet to each guardhouse.

Mr. McLeod: Our officers come and pick it up.

Mr. Brown: Obviously it's a public golf course so people can come in at any time, but at least there's a mechanism that the guard knows that Joe Smith is coming in at 10:00 a.m.

Mr. McLeod: There is an issue with that. If you and I set up a tee time and we set it up under "McLeod," if you show up and say you are here for McLeod and refuse to show your license, I don't know who you are. Do you see what I'm saying? I can't look at the tee sheet. I had a good relationship with the former person in the golf shop and I'm trying re-establish a good relationship with the new person. The prior one did not tolerate aggressive golfers and would not allow them on the golf course. Even if someone was threatening an officer, he

wouldn't let them play golf for the day and tell them to come back some other time and when they came back to be courteous.

Mr. Darby: First, I don't particularly like the idea of somebody exhibiting bad behavior and then getting waved in. That is just encouraging additional bad behavior.

Mr. McLeod: Absolutely.

Mr. Darby: Secondly, I don't think it's the role of the District Manager to communicate with the local neighborhoods. It should be the role of Fairway Management who has sent out letters at the direction of the BCA for things that are architecturally out of line. I think if the Voting Members (VMs) take on this role, they are not going to want to do it and its going to cause dissention from other neighborhoods.

Sandy Schoonmaker (Berwick Way): I won't do it.

Mr. Darby: Okay, but I will.

Ms. Schoonmaker: I'm just a resident with a personal opinion, but I had to go through a lot to get my driver's license out. I'm a woman and have a big purse full of junk and it takes a long time to find it. I am not certain why we insist that people show their driver's license. If I come in and say, "I'm Sandy Schoonmaker and I am going to visit my friend Marilyn," how many people are going to lie about that and what is their purpose for lying about that? Why can't we trust these people? I'm a resident. I live here and I'm a VM.

Mr. Brown: Then why have security?

Ms. Schoonmaker: We don't need security to be honest with you.

Mr. Brown: But this was a community that was sold as a gated community.

Ms. Schoonmaker: Right, with a public roadway.

Mr. Brown: That is one of the main reasons I moved here. We are doing what the law allows us to do in a public, private community and that's what we are doing.

Ms. Scott: But the question is whether you are the ones that are in control. We have 400 houses full of people and if you were to ask them what they think, I think you would find the majority of them would say, "Yes we want the gate and I want Sandy Schoonmaker to get on the list so she can come into the gate," but I'm pretty sure that they will say that requesting driver's licenses is annoying because you are telling people, "I don't trust you" and "You are not Sandy Schoonmaker" and that's part of the conflict.

Mr. Brown: They could say that they live in Heritage Isles.

Ms. Scott: We have a few things in play here, Sandy. As a resident, you can avoid that with a transponder. The second item that was brought up today was for the Board and the community to decide whether or not someone needs to show their driver's license, especially if they are a permanent pass holder. There are a number of ways to combat that. I live in a gated community too and I don't have to speak to anyone because I have a transponder. I click it and I'm in.

Ms. Schoonmaker: I'm a VM and a representative of my neighborhood. I'm trying to tell you their perceptions of the community as I understand it. I have been at every meeting and your arguments are all based upon your facts.

Mr. Brown: I'm getting different feedback. I'm getting the feedback that anyone can come in here. The gate goes up and the guard waves them right in. When I come into the main gate, I come in the resident side and see two or three cars backed up at the visitor side, which means that the guy is doing his job. That's what I want.

Ms. Scott: That goes back to having the proper tools in our toolbox.

Mr. Darby: Let me make a suggestion, which I think addresses both issues. If you have a permanent pass or a visitor has a barcode or pass, they present it instead of presenting their driver's license.

Mr. McLeod: It still needs to be scanned though.

Mr. Darby: You have to stop them. If somebody is not using their pass, then they have to get a driver's license, in my opinion, to know who that individual is as they enter the property.

Mr. Showe: If they give you push back on the driver's license it's easy to say, "Okay we understand. Let me get your vehicle make and model and we'll let you on your way."

Mr. Pawelczyk: What's legally required is you can't unreasonably restrict people from coming in, even if are a jerk. You must let them in. So, like Jason said, what I have done in Districts, as part of the post orders, is if the guard asks me for my driver's license and I refuse to give it to them, the guard walks around the back of the car, records the license and the model and make of the car and opens the gate. Even if the guard knows that I'm District Counsel, he treats everyone the same. If I'm a resident, I don't want to go through that same process over and over and over again. I do what I'm supposed to do as a resident and I get my transponder. I just want to make sure that we are clear.

Ms. Scott: I appreciate that because that's valuable information and I think an operations person would use that to instruct people because makes perfect sense.

Mr. Pawelczyk: Today, if someone goes to that gate, are they required to give their driver's license?

Ms. Scott: As of this moment, yes.

Mr. Pawelczyk: Just so you know, when I pulled up to the gate and said I was going to the CDD meeting, they let me in. They didn't ask me for my driver's license. So, from a consistency standpoint, the first question should be, "Do you have a driver's license?" I test my guard gates too. It's an issue now because we didn't use bond proceeds, but the bonds are already paid off so it's not as much of an issue here, but the roads are still technically public behind the gates.

Ms. Scott: I do the same thing. If I don't necessarily know a new officer when I enter a community, I will test them, so I get it. That goes back to what I said about us having the tools in the toolbox, but I'm not excusing it. It's a little different than if you just came up and said, "I'm not showing my driver's license."

Mr. Pawelczyk: Your guys are very nice and very respectful. My only point was the guard should've asked a question or two before allowing me to enter the community.

Wayne Wilkerson (BCA): I think he has a good point, but with all due respect, your company does this for a living and I think you are trying to diffuse this somewhat. The main issue that has been brought to our attention at the BCA is that the guards have a mixture of things that they are doing and saying, including letting people through. The point is what the guards are doing at the gate. Every community has people that are nasty, but that's not new so the guards should know how to handle it. Your guards don't need a script that is approved by this Board. They should know how to do that. Am I right?

Ms. Scott: Yes, and I'm not suggesting an approval. We have been trying to introduce this as a part of our program, but have limited participation. When the prior company left, they took all of the hard-copy and electronic records. Then when we came on board, we held multiple training sessions, but only a very small percentage of residents are on board so it makes it difficult to follow protocol. It's not an excuse.

Mr. Wilkerson: You asked us to do something so what else can we do? We have turned over backwards to get people to sign the petition. It's been on signs and in the magazine. It's

been everywhere. The VMs have told everyone. A handful of people have cooperated, but a majority don't so if you are trying to find something for us to do, we've done it. What else can we do? What is your protocol at this point, if you have a small sign?

Ms. Scott: I thought there were forms. It's a way to communicate to the community on what they are all allowed to do, but you could make it a necessity.

Mr. Wilkerson: Was this the first time you've ever done it?

Ms. Scott: No, this was the first time of implementing a new system. There were no expectations from the community for participation so the Board can't require it, but the BCA can.

Mr. Wilkerson: So it is the first time you are doing it?

Ms. Scott: It's the first time we have taken over with the VMS. There was no requirement for residents to participate and enroll.

Mr. Wilkerson: You can never require someone to participate.

Ms. Scott: That's my question.

Mr. Wilkerson: We have a camera so it would be against the law to prohibit someone from entering the community.

Ms. Scott: So we don't have an answer, Wayne.

Mr. Wilkerson: Ok.

Ms. Scott: We can say, "Here are the challenges we are coming up against because of the tools in our tool box."

Mr. McLeod: I have been in law enforcement and security for 20 years and dealt with this issue before. I assure you that I'm doing everything I can to get us on board, but the problem is we are caught in the middle between the people that want to have it and the people that don't. You have to remember that the person up at the gate is a \$10 an hour officer and can get another job up the street where they are not yelled at. So right now, I'm getting pulled apart by the Board through emails and from VMs that the guard just let somebody through. I talked to my officer and said, "I've been chewed out 30 times today because you did this."

Mr. Wilkerson: But Bill, this is what you do.

Mr. McLeod: But you know what? If you have ever been pulled over by a police officer, nine times out of ten you were respectful to that officer. There is a complete lack of respect for what our officers are trying to do. We are being punished for not doing what the Board and this

community wants us to do and it's not fair. These guys are just trying to fulfill the duties that have been asked of them. I don't care who you are. No one deserves to be berated and threatened for doing their job, especially when they only make \$10 an hour.

Ms. Scott: It's a partnership between the Board, GMS, the BCA and DSI and what we are asking for is open communication on what we can do and if there's anything we can do collectively to improve it. When we don't have the tool in our toolbox to stick to the protocols of the contract that Jason expects us to do, our hands are tied. So, we are asking how we can communicate it better. Bill said, "Print a flyer Val and we will take a day and deliver it to every house."

Mr. Wilkerson: I will personally put a flyer in every mailbox.

Ms. Schoonmaker: I would like for the Board to consider this as a solution. Most of us don't have any issue with the gate because we have transponders, but we have residents that do not have transponders and I'm wondering if the reason they don't have them is because they were too cheap to buy them. My suggestion is to give a transponder to any resident here who doesn't have one so they don't have the hassle of the gate. You can just do what the rest of us do, which is just drive through.

Ms. Wagner: It was a huge hassle to meet somebody at the back gate to get our transponders. You have to take off work.

Ms. Scott: We deal with this all the time. Keep in mind, I work with GMS in a number of other communities. Some do and some do not have community on-site management, rec people, bowling alleys, cinemas, etc. This community has it. There are 450 homes in here. Do all residents actively look at the website to see what's available and communicate with staff through the website? Every class I had, I've had to show them the website. Most of the participants were unaware the website existed. We are a partnership. We want to do our part to make this work the way it's supposed to work, but it takes a group and the tools in the toolbox to do that.

Ms. Wagner: I went to one of your workshops and after the workshop, I signed up for the VMS. When I had a shower, I put all of my people on it, but they were hassled by the guard. I didn't call the gate. I had no reason to because all of the participants were on my list. When I asked the guard if they had an iPad with the name of all of my visitors and he told me he didn't because it was his first day on the job.

Mr. McLeod: There's no excuse for that. I'll adjust that.

Ms. Wagner: The next day when I went through, I talked to Nat and asked him what's going on. He said, "That's what I was told to do."

Mr. McLeod: Those are the issues I deal with. If I had known about it, I would have handled it because that's unacceptable to me.

Ms. Wagner: They used to have iPads and now I don't see them.

Ms. Scott: We do have tablets; however, when I was here last weekend in the gatehouse, there were issues with the tablet. While I was here, I reverted all data to the PC so that passes, QR codes and driver's licenses could be scanned, but I found out that the guards were only able to scan driver's licenses. They are supposed be able to scan everything.

Mr. McLeod: We don't collect driver's license information.

Ms. Scott: When the guards scan your driver's license, all they are doing is populating your name and address. Nothing more, but regardless, anyone with a permanent pass, an account or transponder are not scanning anyway. My point is, "Yes absolutely, that's the way it's supposed to work." I discovered that the scanner wasn't working properly so I reached out to the vendor and just received an update on my way here that the issue will all be resolved. So yes, that was an issue.

Mr. Wilkerson: Your staff didn't tell you there was a parking problem before you arrived?

Mr. McLeod: That's the problem. When we took over, we showed the officers what to do because I train the officers, but because of some of the resistance, we've had turnover and it's hard to train and retrain people and information gets lost between the trainers. I'm redoing it.

Ms. Scott: That is exactly the question I asked. You are absolutely correct, but why did I have to discover it?

Mr. Darby: Okay.

Mr. Wilkerson: I think the community's expectation for a \$10 an hour guard is absurd. You are asking a \$10 an hour employee to think and do all of this. He could work at CVS and make more than \$10 an hour. I think you should simplify the process by asking for driver's licenses and if they refuse, walk around, take down the tag number and open the gate. Nothing is more irritating than sitting there while someone making \$10 an hour is having these issues.

Mr. Brown: I agree.

Mr. Wilkerson: We are not dependent on them. Okay? We have no legal right to prohibit anyone from coming into this community. None at all. We have a golf course right that is a major asset to this community and to discourage people from coming in when we have vacant lots by the fairways, is going in the wrong direction. Simplify it. Make it easy for the guard. You have cameras, don't you?

Mr. McLeod: Yes.

Mr. Wilkerson: So every car that comes in here gets videotaped. That's something for someone to think about when they come in here. Then you will have less issues. My wife drives for Meals on Wheels and she has to go to Heritage Isles, which she hates because getting into Heritage Isles is difficult. She is delivering free meals to people and the guard over there thinks high of himself.

Mr. Darby: We are spending almost an hour on security and have to move this discussion along.

Ms. Scott: That's all I had to say. I just wanted to bring up for the Board's consideration, what the guards go through when a driver's license needs to be presented by a pass holder. I was thinking that maybe anyone with a QR code or a temporary or permanent pass in their effective dates, should not be asked to show their driver's license, but that is not our decision. We enforce whatever the Board and the community decide.

Mr. Darby: Is the Board in agreement with that proposal or prefer if someone refuses to show their driver's license, the guard stops them, takes their information and lets them in?

Mr. Brown: I think when the guard gets a lot of push back, he should walk around to the back of the car, take down the make, model and license plate number, opens the gate and say, "Have a nice day." That's it. Then that incident needs to be reported to Jason or one of us. I will volunteer, to sit down with Jason to find out where this person lives. The point that was brought up about maybe giving transponders to people when they move in here for free, keep in mind that each transponder is \$20 each and we just spent \$5,000 for 250, which Jason said won't last a year. So, you are going to spend \$10,000 a year for transponders and yet, we don't have a way to control them.

Ms. Scott: Then you have multiple vehicles for every resident.

Mr. Brown: I know people that moved out of the community that still are driving through the resident's gate. That's another issue, but on a positive note, the guard that was on

Monday night and Tuesday afternoon, stopped somebody coming to visit me for dinner and asked for their license, both times. Great job.

Mr. Darby: So is there concurrence amongst the Board Members on the way we are going to handle this?

Mr. Brown: I'm fine. Carolyn?

Ms. Witcher: What are you asking us to agree on?

Mr. Darby: If somebody refuses to present their driver's license, the guard will get out of the shack, note the make, model and license plate number of the car and let them through.

Ms. Witcher: Yes, as long as he hasn't opened the gate before that.

Ms. Scott: Will that include asking any pass or QR code holder for their driver's license?

Mr. Darby: That's what the Board is saying.

Mr. Showe: As long as the pass is valid.

Mr. Darby: That's not what I'm hearing. I think what the Board was saying is that even if they have a pass, if they refuse to show their driver's license, they would be allowed to go through the gate.

Mr. Wilkerson: I thought if they had a pass and showed the pass, they are fine.

Mr. McLeod: We can scan the pass and don't have to ask for a driver's license. The only time we ask for a driver's license with a pass is when the officer is new. In the case that you brought up, the officer was probably new and didn't recognize you, but somebody can get a hold of a pass and try to use it to get in here.

Mr. Darby: Bill, you are overthinking this. If the rule is that you have a pass, you can let them in. If they don't have a pass, they need to show their driver's license. If they don't show their driver's license, the guard will note the model, make and license plate of the car and open the gate.

Ms. Scott: So temporary or permanent pass holders with passes in the date range with a QR code, will be scanned. It's that person that comes up to the gate who does not have any of the three items we ask for that will be asked for their driver's license.

Mr. Showe: Again, if they say no, have the guard say, "Thank you." and open the gate.

Ms. Scott: Keep in mind that if someone shows up at the gate, gives us their driver's license and we scan it, if the person they are visiting does not have an account, we have no way of calling them so we just entered the person into the system as, "Demo gatehouse."

Mr. Darby: I understand. We will work on that.

Ms. Wagner: What's a QR code?

Mr. Showe: Bill will show it to you. If you're in the system, you can text it to somebody who's coming to visit you and they can show it to the guard from their phone so the guard can scan it.

Mr. Darby: One more comment and then we have to move on.

Resident (Not Identified): Are you going to scan driver's licenses?

Ms. Scott: Effective now, we are going to scan the driver's license of anyone entering through the gate that does not have a QR code on their phone or email, a temporary pass or a valid permanent pass.

Resident (Not Identified): So you're going to scan my wife. She worked for the FBI for 34 years.

Mr. Bosseler: Does she have a transponder?

Resident (Not Identified): She comes through the other gate.

Mr. Pawelczyk: If your wife doesn't want to show her driver's license, she can tell the guard that she's uncomfortable showing her driver's license. The guard will go around just like the Board instructed, record the model, make and license plate of the car.

Ms. Witcher: You can talk to him after the meeting.

Mr. Pawelczyk: As far as I know, what they are doing is within the law under the agreement.

Mr. Darby: Okay, let's move on.

Ms. Scott and Mr. McLeod left the meeting.

B. BCA

Mr. Wilkerson: The BCA wants to thank the CDD Board for our pavilion, which is virtually complete. It is absolutely gorgeous. Everyone has seen it. It's the nicest one I've ever seen. Jerry did a fantastic job. I understand that he was out in the mud getting a stone turned back over.

Mr. Darby: That was a bit of a chore.

Mr. Wilkerson: How much were the lights?

Mr. Mills: \$2,100.

Mr. Wilkerson: Thank you again for that. On a sad note, our *Baytree Living* magazine has temporarily lost its life. Francesca Mariani, who was the editor has resigned. She prefers to say that she just had things going on with her life and wanted some time off. I talked to the area director and sales director of another company, but it's a big company out of Wilmington, North Carolina. They have 10,000 publications for neighborhoods like ours. We wanted a franchise business model. Francesca owned the business that published the magazine and she has given up that franchise. It was very, very popular and we hope to be able to find something to replace it with very soon. It is coming up at our meeting on the 22nd. We will be talking about it so if you have any ideas, we are open to hearing them. Thank you.

Mr. Darby: Thank you, Wayne.

Ms. Witcher: I'm in Windsor and I used to get emails from the gentleman across the street, but I never heard from him since.

Mr. Bosseler: Mike is the VM for Windsor.

Mr. Wilkerson: That's strange, Carolyn. Check your email because he copies me.

Ms. Witcher: We didn't get anything.

Mr. Wilkerson: If I see him, I will mention it to him. I get copies of emails going to your neighbor. I think he sent two.

Ms. Witcher: I haven't seen anything. I will look through my old emails.

Mr. Darby: Wayne, one thing you might want to consider and has come up before, is that Fairway Management agreed to handle reservations for private parties, but as you approach the pavilion, you don't know that its reserved. My wife indicated that the County has a sign and when its reserved, they hang it and write on it that its reserved from Saturday from 2:00 p.m. to 4:00 p.m. or whatever the case may be. We need to think about having something so people casually note that the pavilion was reserved for a private party.

Mr. Wilkerson: That's a good idea.

Mr. Darby: Maybe Fairway Management has some suggestions.

Ms. Witcher: It was suggested that Fairway Management put that schedule online.

Jan Hill, Balmoral Way: They don't want to.

Mr. Darby: Why don't they want to?

Ms. Hill: They claim that all that anyone has to do is call them. They like having full control over the calendar themselves and have people call them directly.

Ms. Witcher: I don't know if anyone bothers go to the BCA website, but there are pictures of the pavilion and information on who to contact for reservations and how to pay.

Ms. Hill: I can get that for you.

Mr. Wilkerson: Good idea.

Ms. Hill: I have copies of the Pavilion Management Agreement and I can give one to the Board and one to the BCA.

Mr. Darby: Excellent.

Ms. Wagner: I understand if homeowners reserve the pavilion there is no fee.

Mr. Darby: That is correct.

Ms. Witcher: When someone reserves the pavilion through Fairway Management, they can put up a sign on a hook saying, "Reserved 2:00 p.m. to 4:00 p.m. today" and after they inspect it after the person has left, either that day or the next morning, the sign would be removed.

Mr. Wilkerson: Good idea.

Ms. Witcher: You can have a chalk board.

Ms. Hill: The simpler the better.

Mr. Wilkerson: Consider it done.

Ms. Wagner: Who at Fairway Management does the scheduling?

Ms. Hill: The lady at the desk. They schedule not only ours, but a number of communities.

Ms. Witcher: So its \$100 to rent it?

Mr. Darby: Yes.

THIRD ORDER OF BUSINESS

Approval of Minutes of the December 4, 2018 Meeting

Mr. Showe: The minutes of the December 4, 2018 meeting were included in your agenda package and we can take any corrections or changes at this time. We incorporated any changes that we received.

Mr. Darby: I have no additional changes.

Ms. Witcher: I have none.

Ms. Samitas: I have some corrections.

Mr. Showe: Please provide them to me after the meeting.

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

FOURTH ORDER OF BUSINESS

New Business

Mr. Showe: We didn't have any new business.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: We added some items to the CDD Action Items List. The first item was to get quotes for the fountain. We reached out to two different vendors that we typically use for fountains and only received one so far if you wanted to replace the full fountain with LEDs. We also got a quote for quarterly service for fountain cleaning. This is something we recommend and is not the company we are currently using. We are looking to make a change in all of our fountain services, due to the length of time the last one was down. We had some good luck with Lake Fountains in our other communities. I don't think you need to take action as we are probably looking at this more as a budget item for next year, but if the Board is amenable, we would like to start looking at a service plan to keep the fountains running. It also prevents lengthy downtimes when they are cleaning it every quarter and making sure everything is working.

Mr. Bosseler: Just for our own information and thank you for letting me know, our present fountain is 5 horsepower versus 3 horsepower.

Mr. Showe: Correct.

Mr. Darby: Jason, do we currently have a maintenance contract?

Mr. Showe: We do not. We call as needed at this point. We haven't had a lot of experience with the fountain maintenance, but it helps them to be a lot more reliable. You identify problems so you don't have the lengthy downtimes.

Mr. Bosseler: Is this the company you are thinking about for the maintenance?

Mr. Showe: There is one other that we would like to get a quote from, but obviously I wouldn't go over \$900.

Mr. Darby: It's \$900 a year.

Mr. Showe: Correct, for four services. It's \$225 every time they come out and clean it.

Ms. Witcher: Do they have to do anything after a hurricane or before a hurricane?

Mr. Showe: We would typically shut them all down. We will still look at getting another quote, unless the Board wanted to entertain a motion to approve the Maintenance Agreement in an amount not-to-exceed \$900.

On MOTION by Mr. Darby seconded by Ms. Witcher with all in favor the Maintenance Agreement with Lake Fountains in an amount not-to-exceed \$900 was approved.

Ms. Witcher: Do you have anything to report on the sidewalk maintenance?

Mr. Showe: We are doing the inspections and getting all of those coordinated.

Ms. Witcher: I saw some marked in orange.

Mr. Viasalyers: I went through the neighborhood, performed an inspection and put a list together. I marked potential hazards in florescent orange and we are going to work on improvements in those areas.

Ms. Witcher: If you have one in your neighborhood that's not marked or someone says something, please let us know.

Resident (Not Identified): I'm just wondering when they are going to get those fixed because the one that was reported by the doctor in front of his house is still a hazard. It's taking months to get it repaired. When are you going to grind them down and replace them?

Mr. Viasalyers: What was the address?

Resident (Not Identified): It's on Bradwick.

Mr. Showe: We identified a few on Bradwick.

Resident (Not Identified): There are bunch of ones with florescent paint. Are you going to do all of them at one time?

Mr. Showe: Anything that's marked will be repaired and replaced. We are waiting on the vendor. Concrete work is a challenge.

Resident (Not Identified): It's taking a long time.

Mr. Showe: We can only do so much in a year. Part of that process is also identifying trees that need to be repaired or removed. We can only do that once a year by permit so we try to do them all at once, which is a challenge. It's all in process.

Ms. Witcher: The sidewalks and trees are tied together.

Mr. Darby: Jason, what is the next item?

Mr. Showe: The tennis court refurbishment. We approved that contract and are just waiting for the vendor to schedule it.

Mr. Darby: With that will the lighting be replaced?

Mr. Showe: Correct. Once the fence is down, the lights will go up.

Mr. Bosseler: Is there any timetable?

Mr. Showe: At this stage, not yet. I know they are normally about six to eight weeks out as a minimum from that vendor. They are also resurfacing it at the same time so they are going to have to coordinate that.

Ms. Wagner: So its six to eight weeks. I had neighbors who were upset about the tennis courts lights.

Mr. Showe: It's at least six to eight weeks from today, but it might be more.

Ms. Wagner: Okay, thank you.

Mr. Showe: Finally, we were asked to get a camera system for the Recreation Center. The vendor we are using gave us an estimate of \$5,029. Will, you said that includes the tennis court and pavilion.

Mr. Viasalyers: The pavilion, part of the playground, cabana underneath the pool area and pool deck. I believe it would be for five areas.

Mr. Showe: Yes.

Mr. Viasalyers: With room to expand for an additional three.

Mr. Wilkerson: How would that system work?

Mr. Viasalyers: If we wanted to have it where we can watch it remotely, we would need to have access. Otherwise, it would have a DVR storage system.

Mr. Showe: As long as there is internet access, we can get it remotely. Will can access it at any point. If there's no internet access or the Board doesn't want to pay the monthly fee, it will store probably about a month's worth of video footage that we can access.

Ms. Witcher: What is the monthly fee?

Mr. Showe: There's no monthly fee.

Mr. Darby: Isn't there internet access at the pool?

Mr. Viasalyers: Not at the pool.

Ms. Wagner: Is it something you are going to do or just talking about?

Ms. Witcher: We are just talking about it. We haven't approved it yet.

Mr. Bosseler: Spring break is right around the corner.

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

Mr. Bosseler: I would like to approve it.

Ms. Witcher: Do we have money in the budget?

Mr. Showe: We don't have a specific line item in the budget for it, but we did budget the rear gate cameras, which were installed last year.

Mr. Darby: Was that \$3,000?

Mr. Showe: Yes.

Ms. Witcher: So it will be an extra \$2,000.

Mr. Showe: Rearview cameras are \$4,000 so it would be an extra \$1,000.

Ms. Witcher: Whose budget is it coming out of?

Mr. Showe: At this point, it would come from your Capital Reserve Fund. So, it would just balance at the end of the year.

Mr. Bosseler MOVED to approve a camera system for the Recreation Center in an amount not-to-exceed \$5,029 and Ms. Witcher seconded the motion.

Mr. Bosseler: What does this system cover?

Mr. Viasalyers: The pool area, tennis court area, pavilion area, a few areas underneath the cabana entrance gate and the pool deck. There is no coverage of the tennis courts, but there is coverage for the general facility.

Mr. Bosseler: That's great.

Ms. Witcher: Is it going to include the ADA gate that we are going to use for the pavilion?

Mr. Viasalyers: We can have one there, but it's not part of the proposal. The one for the pool itself doesn't cover all the way back there.

Mr. Darby: But if you put the camera where the electricity is, anyone who goes through that gate should be visible from that camera.

Mr. Viasalyers: Yes, as you come in the gate. Are you talking about the first gate?

Ms. Witcher: The rear gate for the pavilion.

Mr. Viasalyers: It's too far away to be able to see anything.

Ms. Witcher: We should have a camera back there in case there was an accident.

Mr. Showe: I think there is the ability to expand the cameras.

Mr. Viasalyers: We could add additional cameras.

Mr. Showe: Because that gate isn't functional right now, we didn't add one.

Ms. Witcher: When are we doing it?

Mr. Showe: Nothing has been worked out yet.

Mr. Bosseler: Is it on all the time?

Mr. Viasalyers: Yes, 24/7. I believe it will be motion activated.

Mr. Showe: Yes, it's motion activated so it's on all the time. It only triggers where there's motion.

Ms. Witcher: How long is the data retained?

Mr. Viasalyers: As long as the terabytes work.

Mr. Showe: Typically about a month. I think our gate cameras run about a month or so.

Mr. Viasalyers: Its usually 30 days.

Ms. Witcher: Just in case there are any accidents.

Mr. Bosseler: Will it record in the middle of the night?

Mr. Viasalyers: Yes.

Resident (Not Identified): Have we collected all of the broken arms that go down? When you come in they are always broken.

Mr. Viasalyers: Most of them have nylon bolts. I'm here every Monday to put them back on. That saves the District a ton of charges.

Resident (Not Identified): So there is no charge.

Mr. Viasalyers: There hasn't been any that we are aware of.

Mr. Showe: We charged several people if we can identify them. The challenge is if it's just somebody that is tailgating. The police are not going to give us the license plate or run the license plate for us. When it's a vendor, we have had 100% success of getting reimbursed. If they are in the transponder system, I can identify them, but typically they are just tailgating.

Mr. Pawelczyk: We will eventually find out who it is, but you have to spend significant money.

Resident (Not Identified): Can they fix it?

Mr. Showe: Yes, that's the benefit of using nylon nuts. It doesn't break the arm and we can just put them back on, for the most part, when we are out here.

Mr. Viasalyers: The nylon ones are 15 to 20 cents each.

On VOICE VOTE with all in favor approving a camera system for the Recreation Center in an amount not-to-exceed \$5,029 was approved.

Mr. Showe: We will get it coordinated.

Mr. Showe: That's all we have for action items.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything to discuss except that I was copied on an email through management about some comments that an elected official made regarding special districts. I didn't know if the Board was aware of it. Jason has a lot more information than I do. There was something that one of the new commissioners said, to the best of our knowledge, about what a special district is whether a hospital district, water management district or a CDD like Baytree. There was also the question about the dissolution of a District. Was it a male or female?

Mr. Showe: Male.

Mr. Pawelczyk: He asked his staff for more information. I suspect the commissioner is trying to find out if the County could dissolve the Baytree CDD to meet the standards of the Statute so they can provide equal or better service to the community. It's an impossible standard for the County to meet, at least with the case of this District because no matter how many complaints come through here, every time I drive through, it looks immaculate, but I don't see everything you see. So, it would be hard for them to take on that role. The funny thing there are residents who say, "Oh, it would great for the CDD to dissolve, do you think the County will just do it for free?" No, they are going to assess you like the CDD assesses the residents, except your assessment would be higher because you have to pay for everything to go through the governmental center so your administration costs are somewhat higher. Miami-Dade County set up these independent special districts to run security gates on certain communities where the roads are public. They are owned by either the County or the City. There are two gates and a manned person standing there. It's a soft gate. One of my CDDs recently acquired this District and they transferred responsibility to the CDD and we are paying almost half of what the County

pays. The service that the District is providing to the residents now includes license plate cameras and monitoring. What I'm saying is that Baytree residents can do things much more efficiently to the standard you want than the County. Actually, Miami-Dade County is turning all security guard special districts over to whoever will take them over. The City of Coral Gables is turning a lot of theirs over to independent special districts that are run by a number of management firms. The County can't keep track of all the financial and County requirements of 500 different special taxing districts and to make sure that the money is appropriately accounted for. I think they have a hard time using their economies of scale and instead have 10 security guard special taxing districts. It's hard for them to spread the cost over 10 years from a County perspective so they have audited them. The audit revealed that a lot of money was being applied to another community. I think it's just hard for them to keep track of it. In their fairness, I think four or five people work in that department, keeping track of all of the street lighting special taxing districts, but the security guards are saying, "Look, you guys can do it better, you are onsite." We will see what happens. Jason just wanted me to mention it to let you know that we are monitoring it as well as your elected officials and former Baytree CDD Board Members. We will report if we hear anything new. That's all.

Ms. Hill: Which one of the Brevard County commissioners?

Ms. Witcher: A new one. I don't know who he is.

Mr. Pawelczyk: I think he's just asking questions about whether he can do it more efficiently if the County were to take it over. I think they will quickly realize they can't.

Ms. Wagner: He's welcome to look at our security system.

Ms. Witcher: But they also just turned over some golf courses, right?

Mr. Showe: The County just created several CDDs to give away a golf course.

Ms. Witcher: They gave away Viera East.

Mr. Showe: Not Viera East. It was The Concords.

Mr. Pawelczyk: It will be interesting to see how this plays out. The benefit your District has remaining as a CDD is you have a lot of infrastructure, whether your roadways, the Recreation Center and stormwater improvements. The County just can't take it over and maintain it, particularly to this level. Jason manages a much larger District west of I-95 that will definitely oppose any such action. We will sit back and monitor this.

Ms. Witcher: Let them fight.

Mr. Showe: There are several others such as Heritage Isles. We manage three CDDs in Brevard County.

Mr. Pawelczyk: Like I said, the County will have to meet the standard in the statute. The reason it's in statute is so that a failing CDD can be taken over by the County or local governments that benefits the residents. So, if this CDD were to fall into that situation, the County would take it over, but what is the County going to do? They are going to levy a special assessment on all the benefitting property owners in this District including the golf course. Think about it. If you needed a pothole to be filled, you would call public works. I'm sure that it takes them too long to do it from your standards, but they are fast. We will keep you updated.

ii. Engineer

1. Suntree Bank Survey

Ms. Samitas: I received a proposal from R.M. Packard and Associates for \$1,630. He proposes to begin on or about next Tuesday, February 12, 2019 to survey Lake 5, which was adjacent to the Suntree property.

Mr. Darby: Is he going to have to cross any resident's property to access for surveying?

Mr. Showe: Probably.

Ms. Samitas: More than likely, yes.

Mr. Darby: Do we need to advise Suntree residents that we are having property surveyed? He's going to be leaving stakes all over the place.

Ms. Samitas: It wouldn't hurt. He may be able to show me around that pond, but surveyors are allowed on a resident's property by their license.

Mr. Darby: I understand, but the resident may not want them on their property.

Ms. Samitas: Like I said, it wouldn't hurt to notify them.

Mr. Brown: We could do that through a letter to the Suntree Master HOA.

Mr. Showe: I will try to track down the President of Suntree's HOA.

Ms. Samitas: When he's out there, I want to be out there as well. Does any Board Member want to be out there with me?

Mr. Darby: I have no desire to go out there.

Ms. Witcher: I'll go with you. When is it?

Ms. Samitas: On Tuesday. I just want to make sure that he leaves some indication of the property line. Obviously, he's going to put down survey markers, but I want something more visual for your landscaping crew. I want photo documentation.

Ms. Witcher: You know that they are probably going to pull the survey markers out so you are going to have to take pictures.

Ms. Samitas: That's a good point. If the surveyor puts any type of pins in the ground, they may not be able to find them, but stakes will probably be removed by homeowners or whoever maintains that area. I just checked with them and its scheduled for Tuesday.

2. Speed Humps

Ms. Samitas: We have gone back and forth on the diagram, but I would like to get with Goodson Paving (Goodson) in the field so we can walk the areas and see where it makes more sense to put speed humps. The Board mentioned Old Tramway Drive, but I thought we were only going to put speed humps on Baytree Drive. Are there any particular places along Baytree Drive where you noticed speeding is particularly bad?

Ms. Witcher: We should make sure they are not right in front of somebody's house because they have to listen to constant breaking.

Mr. Showe: I think where 525 Baytree Drive ends there's a half circle that goes to Old Tramway Drive where there are no houses so you can put a speed bump along that stretch and hopefully residents won't hear cars braking.

Ms. Witcher: He can show you where it is, Maryelen. There are a couple of places where you can put them where there are no houses right in front of it.

Resident (Not Identified): When you come in through the back gate there are no houses on either side. That's where people speed.

Ms. Witcher: Oh yeah. It's like a speed track where they go 0 to 60mph.

Mr. Brown: The cart path from #4 to #5 might be a good place to put one.

Mr. Wilkerson: That's a good place. It would make them slow down for golf carts.

Ms. Witcher: There's a place across from the cul-de-sac.

Ms. Schoonmaker: He's right about the golfers because the people coming from up north think we stop for golf carts, but we don't and I see near misses. The golf course should put a sign up.

Mr. Darby: Maryelen, we said that we were going to re-stripe all of the cross paths as part of this.

Ms. Samitas: Striping is included in the price of the speed humps. He did not include re-striping anything other than the speed humps, but Chris at Goodson suggested speed tables for the cart paths, which is what they are doing in other communities. This is an option, but its more expensive.

Mr. Darby: Okay, but the striping across the active traffic lanes where the cart paths go, is pretty warn down and it's hard to see so if we don't do the speed tables, at least in the near future, I think it's worth it to re-strip just those two paths.

Mr. Showe: Will and I were talking about that before the meeting. I also noticed as we were driving through that there are a lot of faded stop bars at stop signs so we are going to get a quote.

Mr. Darby: Okay, great.

Ms. Witcher: Just on Baytree Drive?

Mr. Darby: All the way through. What is the cost for the speed humps with the signage?

Ms. Samitas: \$2,400.

Mr. Darby: \$2,400 for two?

Ms. Samitas: \$2,400 Each.

Mr. Darby: So it's going to be \$4,800. Are you going to identify where they are going to go and come back to the Board to get approval?

Ms. Samitas: I don't think that's needed unless you think so.

Mr. Darby: I think the Board gave Mel authority at the last meeting to approve the speed humps and proceed.

Mr. Brown: We did.

Mr. Darby: So then we will just operate under that premise. You and Mel are going to get together to figure it out and then do it.

Ms. Witcher: Do we have a timeframe?

Mr. Showe: Not at this point. I wouldn't want to give you an estimate because I'm not sure when they can do it.

Mr. Brown: It's not going to take three months.

Mr. Showe: It shouldn't. We are trying to time it with the paving project so we save on mobilization because it's likely the same vendor will be doing all of the work.

Ms. Samitas: So when the roads are milled and resurfaced, they will put the speed humps in. He's just waiting for a Notice to Proceed from us to go out there.

Mr. Wilkerson: If we didn't do other paving, are you saying that it would cost more than \$2,400?

Mr. Showe: Yes, he has to get all of the equipment out here.

Ms. Witcher: It would cost an extra \$2,500 to have him come out and mobilize.

Mr. Wilkerson: Every time I think the amount couldn't get any higher, it does.

Ms. Witcher: Not just here. This is happening in the entire area.

Resident (Not Identified): Where on Baytree Drive do you think needs repaving? It doesn't look bad.

Mr. Showe: Baytree Drive is not getting repaved.

Ms. Witcher: We are going to pave where the exit gates are in the development as you leave to go north. In the gate in the front, we are going to work on some of that asphalt this week.

Ms. Samitas: The paving will be on National Drive and Old Tramway Drive.

Mr. Darby: We have a section that we will discuss in a few minutes on paving. Let's wait until that comes up.

3. Paving Projects

(a) Pavilion Paving

(b) Roadway Paving

Ms. Samitas: We have two paving projects; the pavilion and the roadways we were just discussing. We have the bid for the roadway paving and it's been finalized. As far as I know, we are ready to proceed.

Mr. Darby: The roadway paving increased about \$3,300 since the last quote.

Mr. Brown: That's because it went from an inch to an inch-and-a-half.

Ms. Samitas: No, it was because we included the Balmoral damage.

Mr. Darby: You originally estimated \$8,000 when you did the walk through, but its only \$3,300?

Ms. Samitas: I over estimated it.

Mr. Showe: It also rolls the mobilization into the same project.

Mr. Darby: The mobilization was included with the pavilion paving. I would like to have mobilization on the roadway project because the pavilion project costs seem to be going up and up.

Ms. Samitas: We added a scope to it. I provided you with the final concept plan for the pavilion project, but never received a written Notice to Proceed to move forward.

Mr. Darby: We haven't approved it yet.

Ms. Samitas: We've done the minimal amount necessary to try to develop an accurate plan to bid out for pricing. You can see that the cost went up for the pavilion proposal from Goodson. I spoke with Rick, but he has not provided an itemized quote or any quote for the pavilion. I called him right before the meeting today and he said he needed a few more days. It seems like he's still interested and I'm going to pursue that. I will forward it to the Board when I receive it. The plan includes additional sidewalks, wheel stops, signage for the end cap spaces and striping. We also split the handicapped spaces like Jerry asked. That's easy to do. You already have a low area in that island between the two existing driveways so we will be using that for our treatment volume storage when we approach the St. Johns River Water Management District (SJRWMD). I already approached SJRWMD about this and their request was to demonstrate to them that we won't be causing any adverse flooding.

Ms. Witcher: How do you prove that we won't have adverse flooding?

Ms. Samitas: We have to pull up the calculations from your permit through SJRWMD, run some modeling and present paperwork to SJRWMD that meets their criteria for treatment and attenuation.

Ms. Witcher: The area they want to pave is kind of low and the water drains into a pond.

Ms. Samitas: Yes, it is low, but it will be built up when they do the paving and build up the pavement sections in your parking lot. This parcel was not meant to drain into the pond.

Ms. Witcher: Where the trees are?

Mr. Showe: Between two driveways.

Ms. Witcher: Is that a swale?

Ms. Samitas: It's a retention area, but now that we have more impervious area, we have to come up with a different solution. I am going to argue that we can use that pond. That's probably more detail than you needed to know.

Ms. Witcher: We might have to build up the edges.

Mr. Brown: In the July proposal there was no survey. Now there's a survey.

Ms. Samitas: Yes.

Mr. Brown: Is that provided by the County?

Ms. Samitas: I think that's the contractor's Stakeout Survey. He didn't include that originally because we were just putting asphalt down and matching the shape of the gravel that's out there. So, we didn't start out with a well-defined number of parking spaces and handicapped spaces. We certainly didn't have any sidewalks, but now that he has more hardscape in there, I think that's why he included the Stakeout Survey.

Mr. Brown: He went from an 8-inch limerock base to a 6-inch limerock base.

Ms. Samitas: That was at my request because I didn't think 8 inches was warranted for this parking lot.

Mr. Darby: We found in the documents for the pavilion that there was a survey of that area. I'm not sure if that survey is going to be suitable for your needs, but some portion is suitable and we see if we can mitigate that survey cost.

Ms. Samitas: I think his survey is for stakeouts. He would need to have the surveyor locate a benchmark on your original survey and then use measurements to stake out the corners of the parking lot and the sidewalk and so forth. I did talk to them about these prices, specifically for mobilization. He didn't say no, but for now he was leaving the price as is. My hope is that we give them the Notice to Proceed for the roadway work and maybe get the survey costs or the mobilization amounts decreased.

Mr. Darby: As it stands right now, this third proposal comes in around \$67,000 with your \$10,000 engineering fee. The original proposal was around \$78,900 so it is going in the right direction, but not anywhere near where we want it to be. We talked about \$40,000 and even up to \$50,000, but we are still a way off. Wayne referred Brian Moffett, the owner of Advanced Concrete to me because the concrete does not need as much base preparation as asphalt and perhaps they may be cheaper. I was anticipating a quote today. I gave them the

drawing I had, which I think had 14 spaces and two ADA spaces. Is that what you are talking about?

Ms. Samitas: Yes, including the two ADA spaces.

Mr. Darby: I will send that out to you as soon as I receive it.

Ms. Witcher: Is that for the concrete work, not asphalt?

Mr. Darby: Just for the concrete work.

Ms. Samitas: There's no problem with concrete. We can work with them on the details.

Mr. Darby: The problem is that unless we get it in the \$40,000 and \$50,000 range, it's going to be a hard sell. I can tell you, having gone to the pavilion over the last few days, it's very muddy with all the rain we had and it's impossible to get to. My mother-in-law is in a wheelchair and we had a hard time getting her into that pavilion so we are going to have to do something there. We just have to look at what scope we are talking about.

Mr. Brown: So if the concrete quote comes in less than \$50,000 to \$7,000, is it safe to say that's the way the Board wants to go?

Mr. Darby: I think we have to look at the overall costs.

Ms. Witcher: Does that change the engineering for St. Johns?

Ms. Samitas: Not at all.

Mr. Darby: No, it's an impervious surface.

Mr. Brown: Instead of waiting, we can have a motion now and do the work in May.

Mr. Darby: I think our next meeting is in April.

Mr. Showe: I will note for the purpose of the record that I spoke to the Chairman prior to the meeting and he is willing to use \$10,000 of the Community Beautification Fund in order to help move the project along. So that money is there as well.

Mr. Darby: What could the BCA do?

Ms. Hill: We allocated \$20,000 and the most we can come up with is another \$5,000. So that would get you to \$50,000.

Ms. Witcher: Can we get this done quicker if do this at the same time we do the roads?

Mr. Showe: We are using two different vendors.

Mr. Brown: Maybe he will drop his price.

Mr. Darby: The only way it makes sense for Goodson to do it is to do it at the same time because they have all of the equipment and we have one mobilization. That's what we talked

about; however, if Advanced Concrete does it, they will do it whenever they can. I suggest they do it prior to finishing the roads, so if we are going to driver equipment over those roads, I'd rather have it done afterwards.

Ms. Samitas: Yes, in case they crack.

Mr. Darby: I think what we need to do is to get this into a position where at the next meeting, we can make decisions going forward.

Mr. Brown: Yes.

Ms. Witcher: Maybe if you talk to Goodson and tell him that we are interested in doing it, but this is the price, he may agree, if we do the projects at the same time. Just tell him we talked about it again and where we are at with it.

Ms. Samitas: It's worth another try.

Ms. Witcher: That way we can do it at the same time. Tell him that we would be doing it at the same time he does the rest of the roads. That way there is only one mobilization.

Mr. Brown: Yes, but these quotes are only good for a certain period of time. So, if the concrete contractor comes in less than \$57,000 and the BCA is willing to throw in another \$5,000, I recommend getting the paving done.

Mr. Showe: Absolutely.

Mr. Brown: Are we going to wait until April to make a decision on what to do with the parking lot? If someone comes in less than \$57,000, it's a low brainer.

Mr. Wilkerson: We are going to be in trouble if we don't do something because we can't get in there right away.

Mr. Brown: Exactly. We want to get in there sooner rather than later because then the rainy season starts.

Mr. Wilkerson: If he's local, he can do it now.

Ms. Wagner: Concrete doesn't have to be resurfaced the same way asphalt does.

Mr. Brown: No, but it has to cure and I would rather have the heavy equipment come in to do the concrete. Then when it is cured, they can repave the road. That's where I'm coming from. Otherwise we will be sitting here another three months talking about the same thing.

Mr. Showe: Absolutely.

Ms. Samitas: Concrete will last longer than asphalt, but will crack eventually.

Ms. Witcher: We have to get our permits from SJRWMD before we can do anything. Right?

Mr. Darby: The County and SJRWMD.

Ms. Witcher: So we need the permitting before we do anything.

Mr. Brown: No matter what we do, whether its paving or concrete.

Ms. Witcher: We need to have permits from SJRWMD because we are messing with the water table.

Mr. Brown: Can we get a permit from SJRWMD regardless of whether its concrete or paving as long as we do it within the next 120 days?

Ms. Samitas: As long as you are giving me the Notice to Proceed.

Mr. Brown: I just don't want to come back. Then it will take forever to get anything done.

Mr. Showe: I think what she's saying is maybe the best way to do is to give her the Notice to Proceed on all the work they need to do. Then in April, we will have all of the quotes and it's just a matter of getting the vendors moving. At least we will have the background work done.

Mr. Brown: I don't even see waiting until April. If you can get a quote from a concrete vendor that does everything you want for \$50,000, the BCA is going to give us \$25,000 and we are going to pay \$25,000, we can have the repaving and then go to Goodson and say, "The paving is done so now you can install the speed humps on Baytree Drive to Old Tramway and from Linford Court to National Drive." Maybe we can have everything done before the next meeting.

Mr. Showe: You can delegate authority to a Board Member to approve based on a not-to-exceed amount.

Mr. Brown: I'm in favor of that, unless someone disagrees.

Mr. Darby: I'm in favor of the paving, but the numbers aren't working. The total project amount we had on the last proposal was \$67,000 including engineering. Right?

Ms. Samitas: You are including our estimate.

Mr. Darby: We originally had \$40,000 allocated. The BCA said they could kick in \$5,000, which takes you to \$45,000 and then Mel kicks in \$10,000, which takes you to \$55,000. The total number is \$67,000, but you can approve a not-to-exceed \$55,000.

Mr. Brown: So we have to get a lot more information than we have right now.

Mr. Darby: But you may be ending up here in April anyway.

Mr. Pawelczyk: You can give her direction to proceed.

Ms. Witcher: We can authorize Maryelen to get the permitting.

Mr. Darby: We can absolutely do that.

Mr. Showe: We can make those two separate issues. You can go vote now to give Maryelen the Notice to Proceed and then if you want to discuss more about how to proceed, in the meantime, we can do that as well, but I think that's a good start.

Ms. Witcher: The permitting is going to take a long time.

Mr. Wilkerson: Is he working on the quote?

Mr. Darby: I contacted him yesterday and he said he was going to have it to me before this meeting, but I don't have it.

Mr. Showe: Maryelen might speak better to it, but based on what she gets from the SJRWMD, the plan might not work or there may be revisions to the plan.

Ms. Samitas: There is a risk that there would be some small tweaks to the plan.

Mr. Darby: That's an excellent point.

Mr. Showe: It may be better to let her get the permits first before we start looking at vendors because prices could change.

Ms. Witcher: The parameters are going to be different if SJRWMD said, "*No you can't do it that way.*" She has to start over again.

Mr. Brown: We don't know that until we approach them so my sense is to try to cover as many bases as we can. I don't have a problem authorizing \$55,000, subject to the approval of SJRWMD.

Ms. Witcher: And the County.

Mr. Brown: Get it done. I don't have a problem going back to the community and saying, "We spent \$2,500 more than what we planned for." We are not paying the sheriff anymore, are we?

Mr. Darby: I think we are. Let's stay on the topic.

Mr. Showe: Do we want to give Maryelen a Notice to Proceed and then we can talk about the project itself?

Ms. Witcher: Yes.

Mr. Darby: That is what I would suggest.

On MOTION by Ms. Witcher seconded by Mr. Darby with all in favor providing a Notice to Proceed to the District Engineer to proceed with the permitting work for the pavilion paving was approved.

Mr. Darby: Maryelen, does this include surveying as well as the permit filing?

Ms. Samitas: The permit and the construction plans.

Mr. Darby: Great, because that's going to take a month anyway.

Ms. Samitas: We got a good head start so it should move quickly.

Ms. Witcher: You never know with SJRWMD.

Mr. Showe: Do we want to set a not-to-exceed on the project work?

Mr. Darby: No, I'm a little uncomfortable with the SJRWMD project because they may change the scope.

Ms. Witcher: I would like to wait.

Mr. Showe: If for some reason we get an answer and can get it done a month early, we can schedule a special meeting.

Mr. Brown: I don't want to wait.

Mr. Showe: If we can get the information and have it ready, we can schedule a special meeting as long as we have a quorum.

Mr. Darby: Good. Thank you, Maryelen.

4. Lake Bank Restoration Status

Ms. Samitas: The lake bank restoration is undergoing. He already started on Lake 1. We did a real shuffle when he went out to mobilize. He noticed that some of the properties that I have on the list didn't need lake bank restoration, but we had a couple of residents that wanted it. I'm guessing he will probably be mobilized for the rest of the week. I know for sure that in March he needs to move on to his next property. As far as a schedule, that's as much detail as I know at the moment, but we are in touch with him on a weekly basis.

Resident (Not Identified): Is it only Lake 1?

Ms. Samitas: Lake 1 and some of the properties along Baytree Drive. Not the ones that were postponed from 2018.

Mr. Showe: We had access issues.

Ms. Samitas: I haven't given up on it, but we need to work on a solution.

Mr. Darby: Maryelen, do you know how many linear feet of lake bank was restored in in 2018? We budgeted 692. Did we hit that number?

Ms. Samitas: No.

Mr. Showe: We did far less than last year.

Ms. Samitas: We were nowhere close to it.

Mr. Darby: So, will those roll into 2019?

Ms. Samitas: We are close because we removed some properties and added some properties so it's close to a wash. Its within 40 or 50 linear feet. That's all I have unless you wanted to discuss the property along Kingswood Way.

Mr. Showe: You can provide an update on where we are at.

Ms. Samitas: Adjacent to the credit union property, the property owner on the north side of Kingswood Way has been complaining about consistent flooding on his property. So, I went out to meet with him. I also checked out the Property Appraiser's website to see where his property line is. He is correct. It does go to the fence or nearly to the fence. That is over a swale that flows from a landscaped area that you recently put in at the corner of his property, which makes it way slowly onto the adjacent property. He has a list of complications that he feels may have been caused by this including water coming up through the slab and ruining his wood floors and some other peculiar items. I can't see the correlation. I'm not saying that it's not possible, but I can't really prove it; however, there is water flowing from the common area through his property, down the property line between a Baytree conservation tract and another property that is owned by a developer.

Mr. Bosseler: I have a few points. One is that the previous owner always had standing water because I was his neighbor. Whenever we had excessive rain, it always happened. Secondly, when the credit union came in, they redid the berm or whatever you want to call it, which didn't help the issue. It's always been a low /wet spot.

Ms. Samitas: Right and that's what I was trying to get to.

Mr. Bosseler: What if we ask him.

Ms. Samitas: He would like to not have standing water on his property. That's basically the goal.

Mr. Bosseler: Does he still have a shed on the property?

Ms. Samitas: No.

Mr. Bosseler: Good. He had the shed behind the fence.

Ms. Samitas: I told him the only thing that we could possibly do is to fill the low spot and pipe it to maintain the connection.

Mr. Darby: Is that our obligation?

Ms. Samitas: I don't know from a legal perspective whether that's an obligation, but he did mention that he was ready to take matters into his own hands and fill his property. If you can picture his house, he has a row of landscape trees and then the land continues to the fence, which is the road area.

Ms. Witcher: Is that part of the swale?

Ms. Samitas: Yes.

Ms. Witcher: You can't fill in the swale.

Mr. Bosseler: The fence is on the credit union's property. We double checked when they put it up. Could we just table this item since you are going to be back here next week and probably the week after to follow up on the lake bank restoration. As it stays dry, could you go back and do another walk through over there?

Ms. Samitas: Yes, of course. We put together some quick numbers to fill that and pipe it.

Mr. Bosseler: Okay.

Ms. Samitas: In its order of magnitude, it's under \$10,000. This is a very preliminary and rough estimate so don't hold me to it. It shouldn't be more than that.

Mr. Bosseler: Okay.

Mr. Witcher: But that was existing when he bought it and that corner has always been wet.

Ms. Samitas: That's true.

Mr. Pawelczyk: I'm not going to address the legal issue so much as the general legal concern that I have. If it's District stormwater coming from District property, we are supposed to keep that stormwater on our property and flow it into our stormwater system. If that's an issue, we should probably think about addressing it. If you are going to address it and you have to do some sort of improvement to his private property, like the underground piping that was

suggested, we would need an easement to install a pipe in that area. Then the CDD would be responsible for that.

Ms. Samitas: For maintaining it.

Mr. Pawelczyk: The easement is simple to prepare and will tell us what we have to do.

Ms. Samitas: Shouldn't there already be an easement there?

Mr. Pawelczyk: There might be an easement.

Ms. Samitas: I didn't see it on the Property Appraiser's website, but I didn't do a title search.

Mr. Pawelczyk: It might be on the plat.

Ms. Samitas: I didn't see it on the plat either.

Mr. Pawelczyk: The more I look into how this property was developed, I'm pretty sure there is no drainage.

Mr. Showe: Correct.

Ms. Samitas: He did say that he was willing to sign an easement. That's all I have.

Mr. Darby: Thank you.

iii. District Manager's Report

1. Field Manager's Report

Mr. Viasalyers: The fountain was replaced at the front entrance as many of you probably noticed already. It took a little longer than expected, which I apologize for. It was out of our control. Regarding the landscaping, staff continues to meet every other week with Tropic-Care for landscape inspections to take note of any areas in need of maintenance and anything that comes up during our meetings with Mel. Tropic-Care recently installed annuals at both entrances and throughout the community. There was an issue with the back area, which Richard noted. They have agreed to continue to maintain it and keep it clean for people that have free passage there. I just wanted to make sure that was brought up.

Mr. Bosseler: On Baytree Drive, right along hole #5, there are Oleander trees and about 10 big bushes. The golf course used to cut them back every year. For some reason, due to their change of management, they didn't cut them back this year. So now it is growing all over our nice landscaping. I think we can trim that.

Mr. Viasalyers: We will get it taken care of. We had an issue last week with the pool heater where we found out the circuit board went down. Within two days, the pool company had it replaced and back up and running. So that was just a minor glitch. I already mentioned that we have a new cleaning attendant at the pool because we noticed some uncleanness that we were not satisfied with so we switched out the attendant. So far, I think that he's doing a really good job.

Mr. Darby: He picked up trash at the pavilion.

Mr. Viasalyers: That is also incorporated in their weekly schedule. They are going to do that once a week to start with and will adjust it during the summer and at busier times. We did have all of the pool bathrooms, pool decking, exterior building out to pool and all the fencing along the pool, chaise and lounge tables pressured washed in December. That was another request. Regarding the sidewalk repairs, a large section was recently repaired at 425 Birchington Lane. That was an issue for a little while and we got it taken care of. The homeowner is satisfied. We are continuing to work on other issues as well. We recently installed the tables at the pavilion area, but still have one left to do. We are short of hardware, but that's already been ordered and should be in the mail in the next couple of weeks so we should have that installed and finalized. Mel is not here right now, but I would like to thank him for working very hard with the front entrances. He has really been passionate with the vendors. We worked alongside with Mel to get all of the LED fixtures at the monuments and as then as you come in, you will see a great improvement. It looks really good. There are still a lot of improvements to come. I have been working on the list that I received at the last meeting. I received a proposal to get the water fountain at the pool replaced and we are trying to get additional proposals so we can compare them. Then we will get some proposals for the monument painting and things like that. I am also working on improving some of the playground equipment. There are some minor issues that we are working on getting resolved. Then we are going into the wetland area to get branches that are hanging over the fence trimmed back. That's all I have.

Mr. Darby: I have a couple of items. We talked about painting the poles throughout the community. What is the status of that?

Mr. Viasalyers: We received a price, but I'm waiting on the final proposal. I did account for them. Today I'm going to count the number of stop signs because when I spoke with them recently, they said it wasn't part of the original quote so they need that revised.

Mr. Darby: Would you also include over by the play area where the box for the permit was located? Those posts look like they are rotting.

Mr. Viasalyers: That's the wood ones, right?

Mr. Darby: Yes, the wood ones.

Mr. Viasalyers: All of those are on the schedule. The ones on the golf cart path and lake bank signs are part of the proposal.

Mr. Darby: What about the electrical boxes around the perimeter of the pool?

Mr. Viasalyers: I'm going to work with Eau Gallie Electric.

Mr. Darby: We were talking about getting a quote to polish and clean the tiles on the subdivision monuments. I brought that up at the last meeting.

Mr. Viasalyers: I will work on getting some proposals for that. Do you want to do all of the monuments?

Mr. Darby: I believe that is what his request was.

Mr. Viasalyers: At the entrances?

Mr. Darby: At the subdivisions.

Mr. Viasalyers: I think there were two with tiles at the main entrances.

Mr. Showe: We are getting prices on painting the monuments that need refreshing.

Mr. Wilkerson: How about the letters from the rear one?

Mr. Viasalyers: The vendor made a mistake and I had to give them a little bit of ear chewing. They are working on it. I don't want to give you a date and then it's not accurate. We should have it within the next couple of weeks.

Mr. Showe: Unfortunately, because of the way that monument is we have to custom order those. They are not in stock or anything so they have to make them every time they get pulled off.

Mr. Viasalyers: They said this is the third time that's happened.

Mr. Showe: Somebody over the last year seemed to enjoy taking the same letters off.

Mr. Wilkerson: There is probably some kid in here with those initials.

Mr. Showe: Well they have three sets of them at this point.

Ms. Witcher: When I was coming off of Baytree Drive heading west at the light, I was in the turn lane at night to turn into the development. If oncoming cars are stopped there, you can't

see where to turn past the monuments in the middle. Could we put reflective tape on one edge where the flowers are?

Mr. Viasalyers: We can explore options and see where we could do that.

Ms. Witcher: You can't see where to go if headlights are sitting there facing you.

Mr. Viasalyers: That's a good point. We will look into options.

Mr. Showe: We will see what we can do.

Mr. Brown: Have we decided what we are going to do with these ground fault indicators that keep tripping during the Christmas holiday season? It seemed like the lights were off more than they were on. Mel mentioned to me that we were going to do away with the GFIs and put them on straight electric boxes.

Mr. Showe: I think we are going to have to talk to our electrician to see how safe it is. Will came out today and taped them up and they seemed to work much better after that.

Mr. Brown: We should look at some type of mechanism between now and the next holiday season.

Mr. Showe: We will.

Mr. Darby: They should have protective boxes.

Mr. Viasalyers: Most of the GFIs at our end are encapsulated with a weather proofed box. We did have an electrician come out and verify that all of the GFIs were fine and weren't being over powered and the amperage was perfect.

Mr. Wilkerson: For \$7,000 they have to work.

Mr. Viasalyers: I agree.

Mr. Wilkerson: It was a miserable disaster last year, which was terrible.

Mr. Viasalyers: We will be more proactive moving forward and will do our best to resolve that issue.

Mr. Brown: When they were on they looked great, but it seemed like they were off most of the time.

Ms. Hill: You would go out and they would be looking fine and then you would go out for dinner, come home and they were out again.

Mr. Showe: Between Will and I, we probably made 10 extra visits resetting all of those.

Mr. Viasalyers: I was here three or four times a week sometimes.

Mr. Brown: Are we allowed to paint the FP&L light posts?

Mr. Showe: I'm still working on trying to find someone there, but I suspect that our contract does not allow us to do that.

Mr. Brown: What happens if you paint them when we don't have permission?

Mr. Pawelczyk: Absolutely nothing.

Mr. Darby: I would go ahead and paint them.

Ms. Witcher: I would paint them.

Mr. Bossler: I suggest that we paint them and hopefully FP&L will not have a problem with that.

Mr. Pawelczyk: It is my understanding that there is a certain kind of plan that they require per their standards that you have to use.

Mr. Showe: It worked for 25 years. We are checking on that.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have Checks 53355 through 53391 in the amount of \$75,557.48, Check 77 for the Capital Projects Fund in the amount of \$1,872, Checks 25 through 27 for the Community Beautification Fund in the amount of \$23,992.74, Check 6 for the Pavilion – JPA Fund in the amount of \$9,993.70 and December payroll for \$738.80, for a grand total of \$110,154.72. William and I can answer questions on those invoices.

Mr. Brown: One of those is \$5,000 for the transponders.

Mr. Showe: Yes.

Mr. Brown: Maybe at the next meeting, we can put on the agenda the discussion of the transponder issue, who has them, who doesn't have them and how we control it better than what we are controlling now. I know people that moved out of here three years ago that still come in to play golf through the resident's side. There was a point brought up at this meeting, which may make a lot of sense to get more people to sign on and get the transponders. Maybe as a welcoming gesture when somebody buys a house, we give them two transponders for their automobiles and then we can at least have information about who they are. I think down the road, we need to be able to come up with some kind of a mechanism that works better than what happens now about when people move out, how do they turn off their transponders? Because you can only turn them off if someone tells you to.

Mr. Showe: We do not get the transaction records so we don't know who the renters are or if they change. We don't have any of that information.

Mr. Brown: The only information I've ever gotten from Fairway Management is if they knew when I was a VM at The Hamlet, if a new person bought a home in The Hamlet and they gave Fairway Management their email address, Paula would send it to me. She still does. So, I'm wondering whether or not there's a better mechanism between the CDD and the BCA where we might be able to work something out better, so that we get more residents to get their transponders and have better control over the entire system. Maybe that helps the security system.

Resident (Not Identified): When you give out a transponder, don't you record the license number on the car?

Mr. Showe: Yes.

Ms. Witcher: I wouldn't want to give it to somebody unless we had that information.

Resident (Not Identified): When somebody moves out we should record that their license number should no longer have access. Can't you turn it off that way?

Mr. Brown: Only if somebody notifies Jason.

Mr. Showe: When we started, we deactivated everybody's transponders, but what we found was there are actually people that moved to different houses within the community.

Mr. Darby: This may be a BCA question. Paula may not know that a new house was sold to a former resident. So perhaps you can send that information to Jason.

Mr. Wilkerson: Exactly. It's not that hard.

Ms. Witcher: But we don't have a mechanism to do that.

Mr. Showe: I will reach out to Paula.

Ms. Witcher: I would like to know who is selling, who is buying and who is renting.

Mr. Brown: There are people that drive their car and have a transponder. You are assuming that all of the VMs have all of the email addresses and information of the people in their neighborhood. There are very few. I can tell you that right now. When Mike Sherman in Windsor became a member of the ARC Committee, out of 100 some odd homes in Windsor, he had 12 email addresses. Now he is up to 60.

Resident (Not Identified): If someone notified Jason that Dick Bosseler of 8015 Kingswood Way moved out his house as of February 28th, that's all he needs to know.

Mr. Brown: Who is that somebody?

Mr. Darby: I'm suggesting that it be Fairway Management.

Mr. Brown: You are assuming the VM knows everything that goes on. I would like to think they do, but I don't think so.

Ms. Hill: It's a great idea.

Mr. Showe: I will reach out to Paula.

Ms. Wagner: I think someone more official than VMs should do that. You are just leaving yourselves open to something.

Mr. Wilkerson: Jason, why don't we come with a new system that we turn off all transponders and as soon as possible, provide notice that you turned them off, meanwhile we can give a free transponder out to people who fill out their form and bring it in.

Ms. Witcher: No, people will go crazy.

Mr. Brown: I was thinking about sending out a notice to every homeowner who Jason has listed saying, "As of June 1st, if you have not contacted us as to the make and model of your car and where you live, we will turn off a transponder related to that address." It gives them 90 to 120 days to get their act together.

Mr. Wilkerson: I will send it out to everyone.

Mr. Darby: I think it has to encourage those that don't have transponders to get one.

Ms. Witcher: Because you are penalizing the people that have them. You are not penalizing the people that don't have them, which are the ones we have to do this for.

Mr. Darby: As an inducement, we can have a period of 90 days from June 1 to September 1 where they can get a transponder for free.

Mr. Wilkerson: That's a good idea.

Mr. Darby: Secondly, I think that every time we have an issue with security it's a communication issue. They can't call people because they don't have phone numbers. VMs can't contact people because they don't have email addresses. So, I think it's worthwhile to send out a mass mailing to all the residents saying, "You need to provide your VM with your phone number and email because it's part of the security system and part of the notification system." If that fails, as Joanna said, mailings don't always work around here. I would advocate the VMs to go to every person in their area and say, "I would like to have your phone number and email address."

Ms. Wagner: I have emails. I don't have phone numbers. Can I give them to you?

Ms. Schoonmaker: When we first moved here, we had a director and they stopped publishing that because of a privacy act that passed some kind of legislation.

Mr. Brown: You can lead a horse to water, but you can't make it drink, but if we put out something where we give the resident a free transponder and have something on the bottom that says, "Check if you agree that we can give your email address and phone number to your VMs" that might work.

Ms. Schoonmaker: They have to check the box if they don't want to provide it.

Mr. Brown: Whatever. I don't care, but I'm just saying.

Mr. Darby: Let's think about this. I think there are a lot of misconceptions, but I do agree that we should put it on next month's agenda. It's very frustrating for a VM to only communicate with a third of your people.

Mr. Wilkerson: We have two issues. People are not signing up for the new security and the transponder issue. I believe the more knowledge you have about the people involved, the better off we are. Since we know who signed up for security, isn't there a way to come up with a list, not by name, but by address of people who didn't sign up so we will know who signed up for the security system and who didn't. If we could do something similar with the transponders to figure out what addresses don't have transponders, at least we could understand the groups that we are focusing on. It would be by neighborhood. I think it's nothing more than a simple computer program to do that.

Mr. Brown: I think that's another great point that we should include when we come up with an overall game plan. Try to get everyone to sign up and after that timeframe ends, Jason puts together a report showing by neighborhood, the address of those people that signed up. Then we find out the addresses of the ones that didn't.

Mr. Wilkerson: Exactly.

Mr. Brown: Then we can say either to the VM or a volunteer to knock on the door.

Mr. Wilkerson: Right now, we are walking around with rough numbers.

Mr. Brown: I agree. That's a great idea.

Mr. Wilkerson: You have two-thirds of people that aren't signing up, which is a horrible failure.

Mr. Brown: We just purchased 250 transponders for \$5,000 and Jason says that will probably last a year. That's 25% of the entire population of Baytree, which doesn't make sense.

Mr. Darby: Alright, let's table this for the next meeting and move on. Thank you.

Mr. Showe: Are there any other questions on the check register?

Mr. Darby: I just have one comment, Jason. We had the final payment to Bella so we are done paying them.

Mr. Showe: We need a motion to approve the check register.

On MOTION by Mr. Darby seconded by Ms. Witcher with all in favor the Check Register for November 17, 2018 through January 24, 2019 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: The Balance Sheet and Income Statement were provided for the Board's information. No action is required by the Board. I think most account lines are falling as much as expected. You are 80% collected on your assessments so you are in good shape.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Witcher: I already talked about the front entrance.

Mr. Darby: From the last meeting, we talked about the website having to be ADA compliant.

Mr. Showe: Yes, officially by January 2020.

Mr. Darby: There was another suggestion of holding the CDD meetings at noon so that some people who work can take their lunch hour to come before the Board. Are there any thoughts or discussion about that?

Mr. Brown: I'm flexible.

Ms. Witcher: I don't care.

Mr. Darby: Do you want to try it one time and see what happens?

Ms. Witcher: Sure, let's try it. Jason, are you available during that time?

Mr. Showe: Let me double check the dates. We would have to re-advertise because we already advertised the schedule for the year.

Mr. Pawelczyk: You can do that for your public hearing on the budget.

Mr. Darby: That's true.

Mr. Showe: Do you want to have the August 7th meeting at noon?

Mr. Darby: Yes.

Mr. Showe: Okay, we will coordinate it.

Mr. Darby: Mel wanted to know who picks up trash along the front entrance coming in.

Mr. Viasalyers: That would be Tropic-Care. They come out and do it every time they are scheduled to come out.

Mr. Darby: He was not happy with it.

Mr. Viasalyers: He sent me an email. I'm here every Monday when I do my inspections and I don't see the amount of volume. I'm not saying that it's not there on other days, but we will see what we can do to make improvements.

Mr. Showe: Tropic-Care only services that area once a week so that's the only time they are through. No one regularly walks up and down and removes trash.

Mr. Darby: Okay. That's all I had.

Ms. Witcher: I had one more item that I forgot to mention. The corners when you are going in and out of the development, are screwed up again with the paving. You fixed it a couple of times. The pavement has holes in them and the County keeps patching it.

Mr. Viasalyers: I don't know where you are talking about.

Mr. Bosseler: North Wickham Road right at our entrance.

Ms. Witcher: Can we ask the County?

Mr. Showe: Absolutely. It's a County road. We will take a look at it. Are there any other Supervisor's requests? Hearing none,

EIGHTH ORDER OF BUSINESS

Public Comment Period

Mr. Showe: Are there any other public comments? Hearing none, we need a motion to adjourn.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

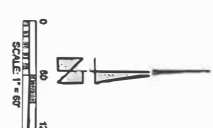
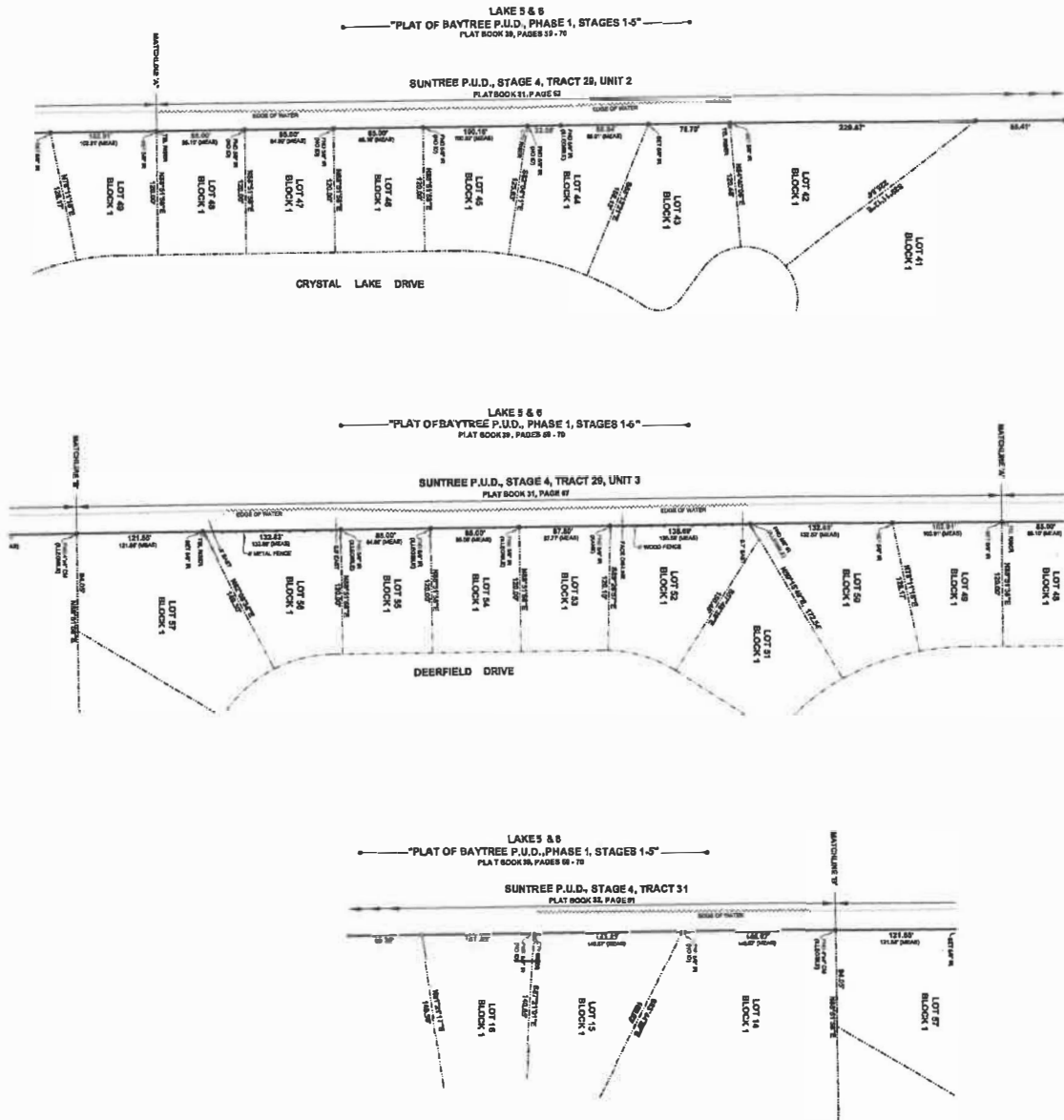
SECTION A

Memo

To:	Baytree CDD, c/o Jason Showe, GMS		
From:	Maryelen Samitas	Email:	Maryelen.samitas@atkinsglobal.com
Phone:	321-775-6644	Date:	19 Mar 2019
Ref:	cc:		
Subject:	Baytree Civil Site Work Summary for April Board Meeting		

- 1) Lake 5 bank survey (Suntree side):
 - a) Bob Packard completed field work, survey enclosed.
 - b) Based on field observation, all fencing appears to be properly located on Suntree property.
 - c) What is the status of the landscape plantings with CDD?
- 2) Roadway Paving
 - (a) No further development since last update.
 - (b) Waiting on completion of pavilion parking lot before completing the asphalt mill and overlay along National Drive.
 - (c) Speed humps – locations proposed on exhibit:
 - a. Includes 2 primary locations spaced evenly along Baytree Drive between both gates.
 - b. Includes 2 alternate locations spaced between front gate and Old Tramway.
 - c. Includes location of 2 existing cart path crossing locations (potential to construct 'speed tables' here in the future)
- 3) Pavilion Parking Lot
 - (a) Permit documents (plans, stormwater calculations, and permit applications) submitted to SJRWMD and Brevard County Development 3/15.
 - (b) Checks being prepared by GMS.
 - (c) Advantage to issue final quote revisions.
- 4) Lake Bank Restoration
 - (a) 2019 completed but some property additions and deletions after contractor's onsite evaluation. All of Lake 10 was completed filled in where the previous work (another company) had left off. Areas along Chatsworth and Belford were completed.
 - (b) Lake 1 is TBD due to access issues with the equipment.
 - (c) 2020 schedule includes Lakes 20, 19, 16, 12B, 4
- 5) Kingswood way resident Mike Ward drainage solution
 - (a) Flooding from common area is flowing through private resident's property side yard.
 - (b) Resident is experiencing moisture wicking up through the home slab and has ruined some flooring.
 - (c) Resident is ready to take matters in his own hands and try to raise his property using a retaining wall or other means.
 - (d) Atkins recommends piping the swale out to the wetland/conservation area and raising the private property elevation to move standing water away from resident's foundation.
- 6) Misc. Items
 - (a) Homeowner indicated a MES is detached between lots 935 and 945 along Chatsworth. Unclear if this is causing adverse drainage. Atkins recommends televising the pipe by camera to determine or otherwise hire a contractor to repair the end treatment.
 - (b) Homeowner at 510 Royston Lane complains that the conservation area has grown into the lake and reduced his property value.

SPECIFIC PURPOSE SURVEY



GENERAL NOTES:

1. THE SURVEY WAS MADE FROM THE SURVEY POINT LOCATED AT THE INTERSECTION OF THE CENTER LINES OF THE EXISTING ROADS, THE SURVEY POINT BEING THE POINT OF BEGINNING OF THE SURVEY.

2. THE SURVEY WAS MADE FROM THE SURVEY POINT LOCATED AT THE INTERSECTION OF THE CENTER LINES OF THE EXISTING ROADS, THE SURVEY POINT BEING THE POINT OF BEGINNING OF THE SURVEY.

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4. THE SURVEY WAS MADE FROM THE SURVEY POINT LOCATED AT THE INTERSECTION OF THE CENTER LINES OF THE EXISTING ROADS, THE SURVEY POINT BEING THE POINT OF BEGINNING OF THE SURVEY.

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6. THE SURVEY WAS MADE FROM THE SURVEY POINT LOCATED AT THE INTERSECTION OF THE CENTER LINES OF THE EXISTING ROADS, THE SURVEY POINT BEING THE POINT OF BEGINNING OF THE SURVEY.

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PROPERTY NOTES:

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SECTION B

SECTION 1

Memo

To:	Baytree CDD, c/o Jason Showe, GMS		
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Phone:	321-775-6644	Date:	19 Mar 2019
Ref:	cc:		
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SECTION 2

JOINT PARTICIPATION AGREEMENT
(Baytree Recreation Area Parking Lot Project)

THIS JOINT PARTICIPATION AGREEMENT (the “Agreement”) is made and entered this _____ day of _____, 2019 (the “Effective Date”), by and between:

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

BAYTREE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, whose address is 1331 Bedford Drive, Suite 103, Melbourne, Florida 32940, and its successors and assigns (the “Association”),

the District and the Association sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District and the Association desire to jointly participate, in accordance with the terms of this Agreement, in the funding and paving and striping of approximately +/- 18,731 square feet of parking area on District-owned property in the vicinity of the recreational facilities of the District (the “Improvements”), which Improvements will benefit the owners and residents of Baytree and are more particularly described in the plans attached hereto and made a part hereof as Exhibit A (the “Plans”); and

WHEREAS, the Parties further accept and agree that the Improvements include and are limited to those Improvements detailed in the Plans; and

WHEREAS, the Parties agree that upon full execution of this Agreement by the Parties, the Improvements, as described and shown in the Plans, are agreed to and that no further changes to the Improvements shall be proposed or made by either Party, except as specifically provided herein; and

WHEREAS, the Parties propose that the design and construction of the Improvements will be jointly funded by the Association and the District in accordance with this Agreement; that the District is authorized to proceed with construction of the Improvements upon receipt of permits

and such funding from the Association; and that the District will manage, administer, and complete the Improvements substantially in accordance with the Plans, subject to applicable permitting and regulatory requirements, changes necessitated by unanticipated field conditions, and the terms of this Agreement; and

WHEREAS, it is agreed by the Parties that the estimated cost of the design and construction for Improvements, including applicable design and permit fees, shall not exceed **\$60,000.00** unless otherwise agreed to in writing by the Parties (“Estimated Construction Cost”); and

WHEREAS, the Estimated Construction Costs assumes approximately \$50,000.00 for construction and \$10,000.00 for permits, engineering, and other soft costs associated with the Improvements; and

WHEREAS, the Association will be responsible for funding **\$25,000.00** of the Estimated Construction Cost and the District will be responsible for the balance of the Estimated Construction Cost, the project management and administration, procurement, and completion of the Improvements; and

WHEREAS, while the Parties do not anticipate that the cost to complete the Improvements will exceed the Estimated Construction Cost, in the event the District expects the Estimated Construction Cost to be exceeded as a result of change orders or otherwise, the District shall upon Association approval, either take necessary actions to value engineer the Improvements to reduce the total cost of the Improvements (“Total Construction Cost”) to an amount that is less than or equal to the Estimated Construction Cost, contact the Association to seek the additional funding, or agree to fund the difference between the Total Construction Cost and the Estimated Construction Cost; and

WHEREAS, the District will be the owner of the completed Improvements and will be responsible for the costs of future maintenance and repair of the Improvements; and

WHEREAS, it is determined that the Improvements will serve and particularly benefit the District’s landowners, residents, invitees, and visitors.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, and subject to the terms and conditions hereof, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. JOINT PARTICIPATION IN COMPLETION OF PROJECT IMPROVEMENTS.

(a) The Association and the District are entering into this Agreement with the intention of sharing in the responsibilities contained in this Agreement and associated with the design and construction of the Improvements, which will serve to benefit the Baytree community, its residents and landowners.

(b) The intent of the Parties is for the District to contract with consultants and contractors for the construction of the Improvements, as described in Exhibit A and for the District to manage, administer and oversee each phase and the consultants and contractors through completion of the Improvements. The construction of the Improvements will be initiated within 90 days of the issuance of the required permits referenced in Section 4 of this Agreement.

(c) The Association is responsible to fund **\$25,000.00** of the Estimated Construction Cost (the "Association Contribution").

(d) If the cost to complete the construction of the Improvements will exceed the Estimated Construction Cost, the District, upon Association approval, will implement value engineering changes to the Improvements to stay within the Estimated Construction Cost, unless the District agrees to fund the difference between the Total Construction Cost and the Estimated Construction Cost or the Association, by execution of a written amendment to this Agreement, agrees to pay additional costs as needed to complete the construction of the Improvements in accordance with the Plans. The parties acknowledge that these additional costs which could cause the Total Construction Cost to exceed the Estimated Construction could be incurred or necessary as a result of change orders, whether necessitated by field conditions, permit or other regulatory costs, or other unforeseen and documented costs associated with completing the Improvements.

(e) The Improvements shall be completed by the District in substantial accordance with the Plans. With the limited exception of those changes necessitated by field conditions or regulatory or permit requirements within the approved construction costs for each particular phase, all other material alterations, additions or deletions to the Improvements shall require the prior written consent of both Parties.

(f) During the construction of the Improvements by contractors of the District, the Parties acknowledge the importance of keeping each contractor working towards completion of work under its respective contract(s), and the Parties agree to take immediate action with respect to requests for additional work that may need to be performed by a contractor or which has been proposed by any contractor or regulatory agency or entity in order to prevent claims of delay by a contractor and to keep the costs associated with construction to that which has been set forth in contract.

(g) Notwithstanding anything stated elsewhere in this Agreement to the contrary, there shall be no material alterations or changes to the agreed upon Improvements as described in the Plans without the written approval of both parties. This provision shall apply in particular, but without otherwise limited the generality hereof, to any value engineering changes that are authorized in Section 2(d) above.

3. DISTRICT RESPONSIBILITIES.

(a) Upon execution of this Agreement, District shall proceed to initiate those steps and procedures necessary to contract the services of a licensed contractor or contractors as needed.

(b) Within sixty (60) days from the execution of this Agreement by the parties, the District, either itself or through the services of its consultants or contractor(s), shall submit the plans to the appropriate permitting authorities for permits for the Improvements.

(c) Nothing herein shall prohibit or otherwise restrict the District, itself or through its contractor, from submitting the plans for the Improvements to the permitting authorities and any other governing body having jurisdiction thereof to obtain preliminary approval prior to the solicitation of bids from contractors.

(d) District shall administer, oversee and coordinate the construction of the Improvements and any contracts or agreements pertaining to the construction of the Improvements.

(e) District shall be responsible for the timely and proper payment of all contractors retained or engaged by District to perform services in connection with the construction of the Improvements. Provided that the Association is not in default of its payment obligations hereunder, the District shall be solely responsible for and pay any additional costs, interest or other charges that are directly attributable to the District's failure to timely pay its contractors.

(f) District shall account for the receipt and disbursement of all funds associated with the construction of the Improvements, including, but not limited to, all funds contributed by Association in accordance with this Agreement and all funds disbursed to contractors in accord with this Agreement. District shall prepare and update on a monthly basis during the course of construction of the Improvements, a report to Association containing those details set forth in this subsection and as reasonably requested by the Association. As part of its management and oversight responsibilities during the construction phase, the District, to the extent applicable, shall comply with all "Owner" responsibilities required under Florida Statutes, Chapter 713 (Construction Lien Law) and shall be solely liable for and pay any additional costs arising from the recording of any construction liens relating to the Project. To the extent applicable, District shall comply with the requirements of Section 255.05, Florida Statutes, relating to payment and performance bonds, if not otherwise waived by the District pursuant to said statute.

(g) Prior to the start of construction of the Improvements, the District shall distribute a construction schedule to the Association, which schedule shall be updated and distributed to the Association on at least a monthly basis through the completion of Improvements. The District may combine into a single monthly report the information required by subsection (f) above and this subsection.

4. ASSOCIATION RESPONSIBILITIES.

(a) Within ten (10) days of execution of this Agreement, Association shall contribute and pay to the District its Association Contribution in the amount equal to the Estimated Construction Cost of **\$25,000.00** pursuant to Section 2(d) of this Agreement. The District shall deposit said amount into a District Construction Account that has been opened for the purpose of this Agreement.

(b) District shall not contract for any work beyond that for which it has secured funding through the funding contributions pursuant to the terms of this Agreement.

(c) All payments made by the Association pursuant to this Agreement shall be made payable to the "Baytree Community Development District" and shall be sent to the District Manager of the District (the "District Manager"), who shall deposit and account for such funds pursuant to this Sections 4(a) and 5 of this Agreement.

5. PAYMENT FOR IMPROVEMENTS.

(a) The District, through its District Manager, shall establish an account (the "Construction Account") to draw funds from in order to pay for the construction of the Improvements. The above described account shall be owned and managed by the District.

(b) The District Manager shall pay contractor(s) retained or contracted with for the construction of the Improvements from the proceeds deposited in the Construction Account. Copies of all invoices, payments, schedules, and records pertaining to the Project and the Construction Account shall be made reasonably available to the Association for inspection.

(c) In the event the permitting authorities fail to issue all required permits for the Improvements or the Improvements Project is cancelled for any reason, the amounts provided by the Association to the District pursuant to this Agreement and for the Improvements shall promptly be returned to the Association.

(d) If the District does not proceed to complete the Improvements within two hundred seventy (270) days following execution of this Agreement, the Association Contribution shall be returned to the Association upon written notice to the District and this Agreement shall have no further force and effect.

6. EVENTS OF DEFAULT; TERMINATION. The occurrence of any one or more of the following events shall constitute a default in the terms, conditions, and obligations of this Agreement:

- (a) Association or District defaults in the due performance or observance of any covenant, condition or provision contained in or required by this Agreement and such default continues for more than thirty (30) days.
- (b) Association or District defaults in the due and punctual payment of any sum which is required to be paid by in accordance with the provisions of this Agreement, such default continues for more than fifteen (15) days, and no reasonable dispute exists as to said payment.
- (c) Association or District files bankruptcy or for reorganizational proceedings, or becomes insolvent or be declared or adjudicated bankrupt, or commits any act of bankruptcy or insolvency, or any court takes jurisdiction of Association or District or any of such Party's assets or property pursuant to any proceeding brought under the provisions of any bankruptcy or insolvency act; or a Receiver, trustee of such Party's assets or property shall be appointed or such Party shall be divested of its right under this Agreement as a result of any action or proceeding at law or in equity, or any execution or sequestration or attachment shall be issued against such Party's property, or any part thereof shall be taken or occupied or attempted to be taken or occupied or in danger of being taken or occupied as a result of any action or proceeding of someone other than Association or District, or Association or District allows any final judgment to stand against it unsatisfied, unstayed, or unbonded for a period of thirty (30) days, or shall make a general assignment for the benefit of creditors.

7. NOTICES. All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

Notices to Association
shall be sent to:

Baytree Community Association, Inc.
31 Bedford Drive, Suite 103
Melbourne, Florida 32940
Attn: President

With a copy to:

Manning Law Firm, PLLC
7827 N. Wickham Road, Suite C
Melbourne, Florida 32940
Attn: Robert N. Manning, Esq.

Notices to the District
shall be sent to:

Governmental Management Services-Central
Florida, LLC
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to:

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

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon the date of delivery of the notice or other document, or in the case of refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery.

8. RESPONSIBILITY FOR ACTS AND OMISSIONS. With respect to any claims, demands or causes of action arising out of or in connection with this Agreement, District and Association shall be responsible for their own acts, omissions and negligence and the acts, omissions, and negligence of their officers, employees, and agents. Provided, however, that nothing herein shall be construed as a waiver of any immunity or limitation of liability that the District may have with respect to third party tort claims for bodily injury or property damage, under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9. INSURANCE.

(a) The parties shall each individually maintain throughout the term of this Agreement, at their own cost and expense, any and all applicable insurance coverage required by Florida law.

(b) THE CONTRACTOR(S) HIRED OR CONTRACTED BY THE DISTRICT TO COMPLETE THE IMPROVEMENTS SHALL BE REQUIRED BY THE DISTRICT TO SUBMIT TO ASSOCIATION UPON ASSOCIATION'S REQUEST COPIES OF ITS REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE BAYTREE COMMUNITY ASSOCIATION, INC. (DEFINED TO MEAN THE ASSOCIATION, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of

insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

(c) District shall require Contractor, and the Contractor will require all sub-contractors it employs to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(d) All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Association and District by certified mail.

(e) The required insurance coverage shall be issued by an insurance company authorized a licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(f) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Association with the express intention of the parties being that the required

insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

(g) Any contractor retained by the District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Association for payment or assessments in any form on any policy of insurance.

(h) The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Association is named as an additional insured shall not be applicable to Association. Association shall provide written notice of occurrence to District within fifteen (15) working days of Association's actual notice of such an event.

(i) Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Association, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the District in this Agreement shall thereupon cease and terminate.

10. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties.

11. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns.

12. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Association, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

14. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

15. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder or substantially increase the burden of any Party hereto, shall be held to be invalid or unenforceable

to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

16. EXECUTION OF DOCUMENTS. Each Party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the other Party as necessary to carry out fully and effectuate the construction and completion of the Improvements herein contemplated pursuant to this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

19. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Association to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either Party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

20. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

21. VENUE. Exclusive venue for any claim, objection, or dispute arising out of the terms of this Agreement shall be arbitrated in Brevard County, Florida, unless otherwise agreed to by the Parties.

22. ADDITIONAL REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance.

23. MEDIATION.

(a) The Parties mutually agree that in the event of any dispute arising out of this Agreement, prior to bringing any action pursuant to Section 23.B, below, the Parties will participate in non-binding mediation with a mediator to be agreed upon by the Parties.

(b) Should the parties be unable to resolve their differences at mediation, any unresolved controversy, claim or dispute shall be brought in the courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

24. COSTS AND FEES. In the event that either Party is required to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs.

25. NO THIRD-PARTY BENEFICIARIES.

(a) This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(b) Nothing in this Agreement shall be construed to create any contractual relationship between the District and any contractor or subcontractor or other person having a direct contract with Association, However, District may make claims under warranties provided or required of contractors, subcontractors or other persons or entities pursuant to this Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties in an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

27. ASSIGNMENT. This Agreement may not be assigned by either Party without the express written consent of the other Party.

28. FURTHER ASSURANCES. At any and all times, the Association and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances

as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements which are intended or required to be acquired by or conveyed to the District as contemplated herein, including the conveyance, assignment or transfer to other governmental agencies of such portions of the Improvements as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

29. INDEMNIFICATION.

(a) To the extent permitted by Florida law, Association agrees to indemnify and hold harmless District and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of Association's negligence or Association's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names District as a party defendant, District shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

(b) To the extent permitted by Florida law, District agrees to indemnify and hold harmless Association and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising out of District's negligence or District's failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names Association as a party defendant, Association shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein.

30. EXECUTION OF AGREEMENT. If this Agreement is not executed in full by the parties by July 1, 2019, the Agreement shall be null and void and of no further effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chair/Vice Chair

____ day of _____, 2019

STATE OF FLORIDA }
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Chair/Vice Chair of the Board of Supervisors for **BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

Notary Public
Commission:

**BAYTREE COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit corporation**

Witnesses:

Print Name

Print Name

By: _____
Print Name: _____
Title: _____

_____ day of _____, 2019

STATE OF FLORIDA }
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of **BAYTREE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

Plans

BAYTREE COMMUNITY DEVELOPMENT DISTRICT BREVARD COUNTY, FLORIDA

PAVILION PARKING LOT

PERMITTING DOCUMENTS

FEBRUARY 2019



Owner / Developer

Baytree Community Development District
13574 Village Park Drive, Suite 263
Orlando Florida 32837
(407) 841-5524
Contact: Jason Showe

Engineer

Atkins
7175 Murrell Road
Melbourne, Florida 32940
(321) 242-4942
Contact: Maryellen Samitas, P.E.

Prepared by

ATKINS

7175 MURRELL ROAD
MELBOURNE, FLORIDA 32940
(321) 242-4942

FBPR CERTIFICATE OF AUTHORIZATION No. 24



Section 22, Township 26 South, Range 36 East

FROM THE INTERSECTION OF INTERSTATE 95 AND NORTH WICKHAM ROAD, HEAD EAST ALONG NORTH WICKHAM ROAD FOR APPROXIMATELY 0.8 MILES TO BAYTREE DRIVE. TURN RIGHT ON BAYTREE DRIVE, APPROXIMATELY 0.9 MILES TURN RIGHT ON OLD TRAMWAY DRIVE. PROJECT LOCATED AT THE INTERSECTION OF OLD TRAMWAY DRIVE AND BALMORAL WAY.

LOCATION MAP

NOT TO SCALE

NOT APPROVED FOR CONSTRUCTION UNLESS
STAMPED APPROVED FOR CONSTRUCTION

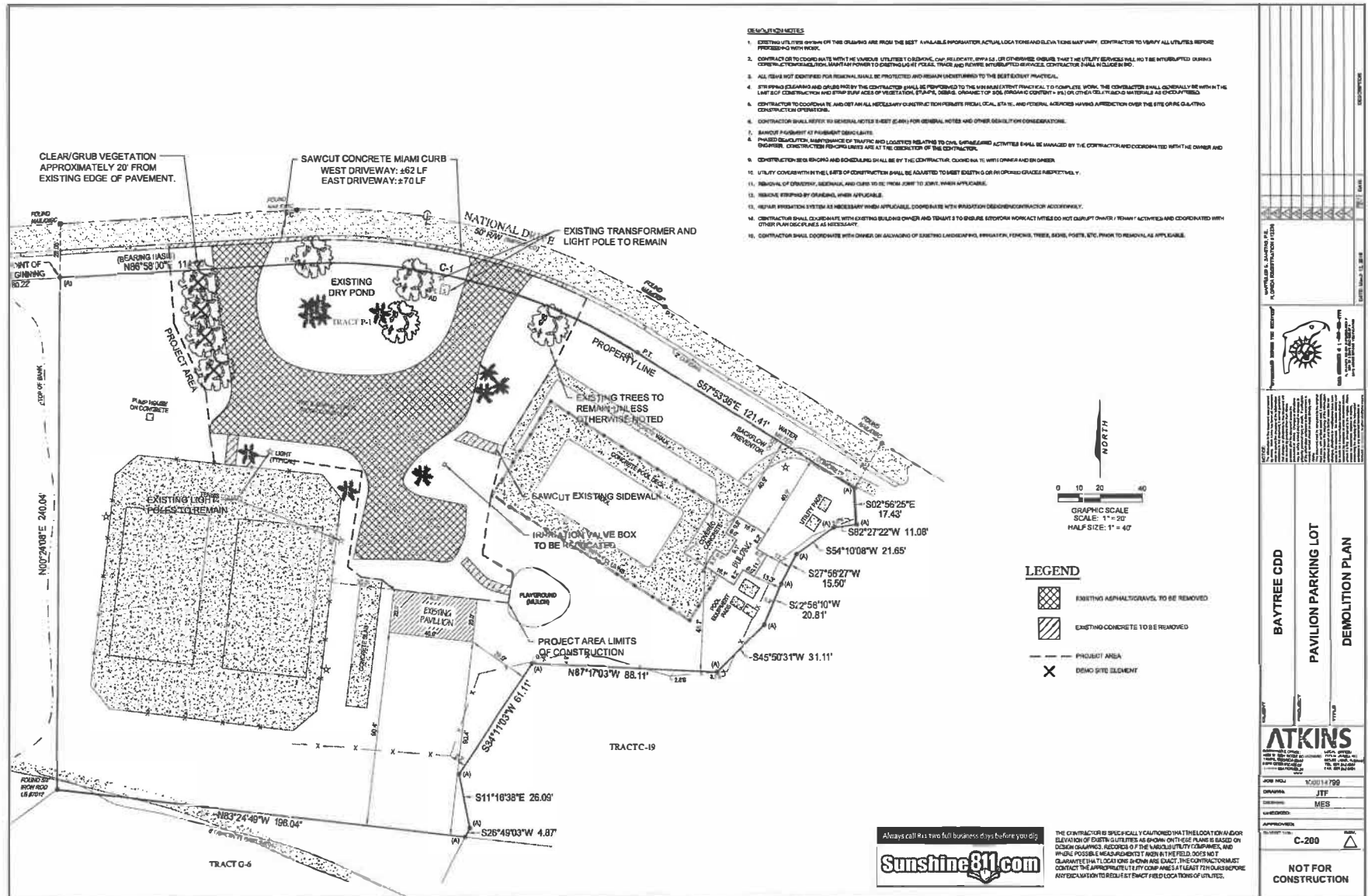
"INVESTIGATE BEFORE YOU EXCAVATE"

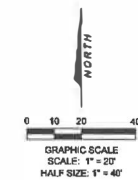
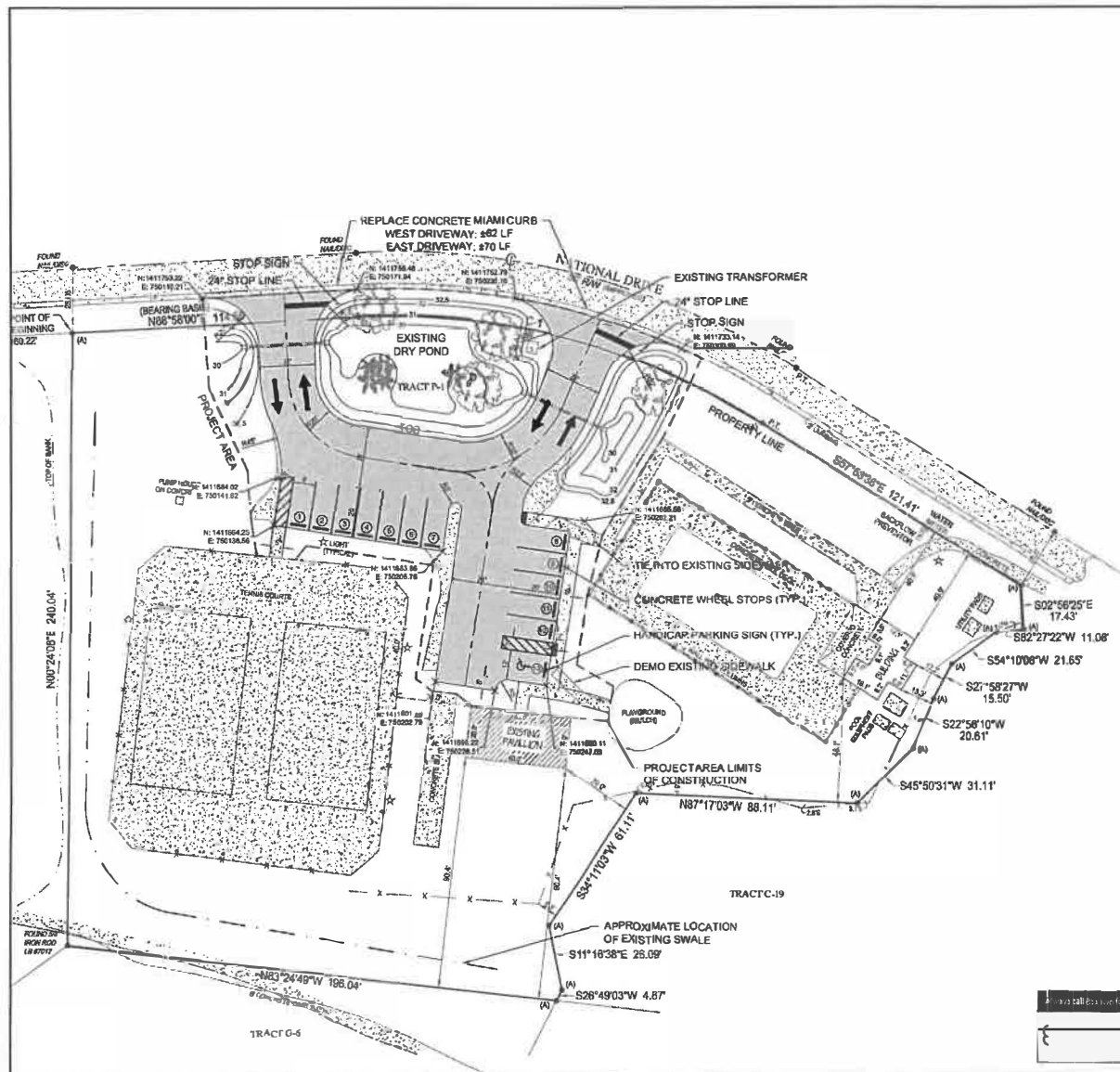


CALL SUNSHINE @ 1-800-433-4770
FL SHOVE SHELVE (877) BROWNS A
MIN. OF 2 DAYS AND MAX. OF 5
DAYS NOTICE BEFORE YOU EXCAVATE.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, HIGHWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, UNLESS OTHERWISE NOTED. THE FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, UNLESS OTHERWISE NOTED, AND SUPPLEMENTS THERETO.

A WARNING IS DIRECTED TO THE EFFECT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.





PROPERTY DATA

SITE ADDRESS: 8267 NATIONAL DRIVE, MELBOURNE, FL 32966
 PARCEL: 28-36-15-PJ-1-P1
 JURISDICTION: BREVARD COUNTY
 ZONING DISTRICT: PUD
 PLANNING UNIT: DEVELOPMENT
 OVERALL SITE AREA: 1.68 AC
 PROJECT AREA: 0.48 AC
 PROPOSED USE: PAVED POOL PARKING LOT

PARKING CALCULATIONS:

REQUIRED: 11,270 SF / 200 SF = 56.35 VPA CCS
 PROVIDED: 12 SP ACRES @ 9' X 20' DIMENSION
 ADAPTABLE SPACE: 1.68 AC
 PROVIDED: 1 SPACE

LAND DATA:

EXISTING		
EXISTING IMPERVIOUS:	0.20 AC	(42.0%)
EXISTING PERVIOUS:	0.28 AC	(38.0%)
TOTAL PROJECT AREA:	0.48 AC	(100%)
PROPOSED		
PAVEMENT: 8' SIDEWALKS & CURBING	0.24 AC	(50.0%)
PERVIOUS AREA:	0.24 AC	(50.0%)
TOTAL PROJECT AREA:	0.48 AC	(100%)

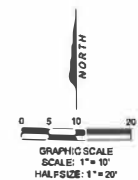
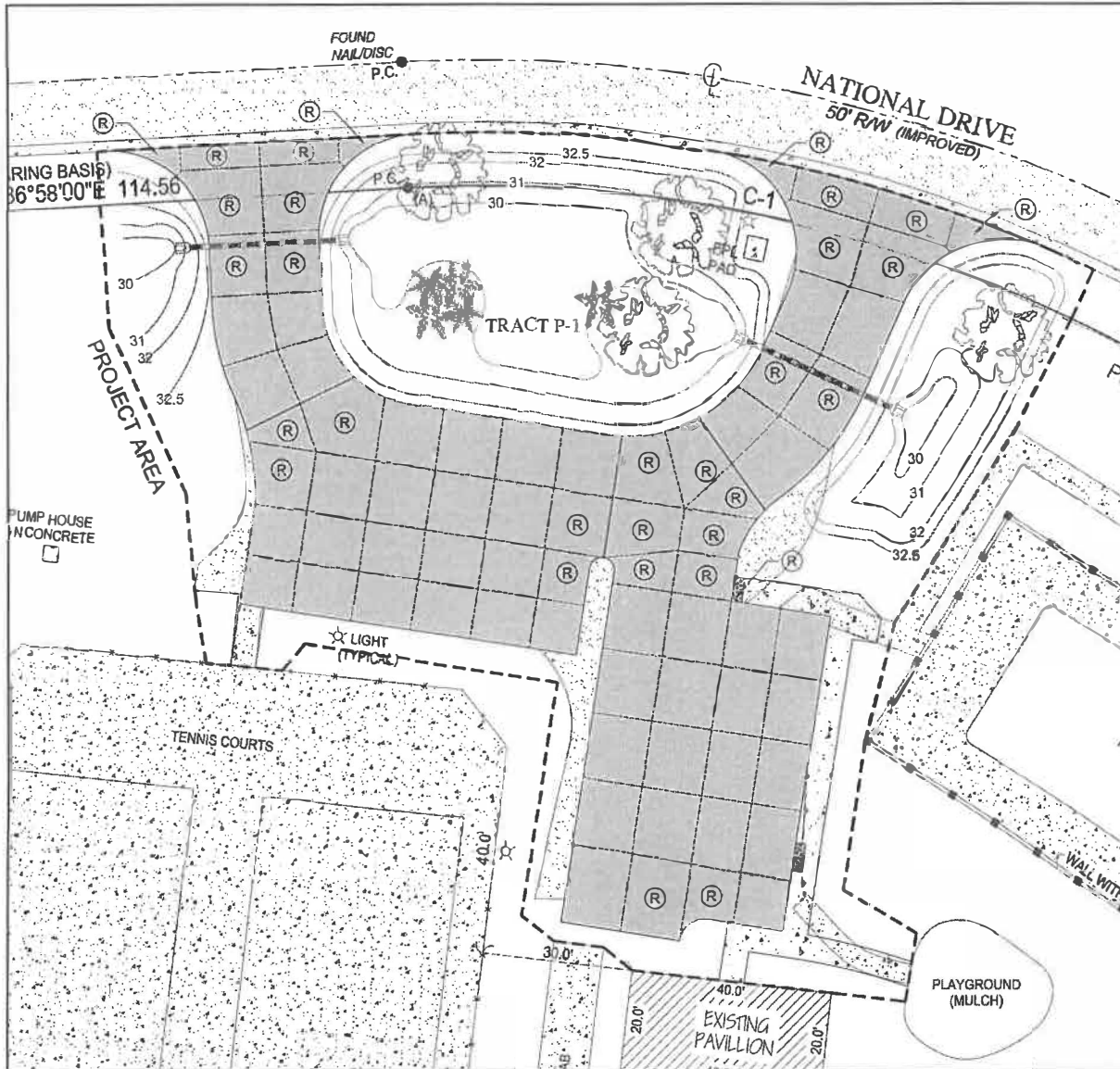
LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- DETECTABLE WARNING
- TRAFFIC FLOW DIRECTIONAL ARROW, PAINTED
- TOP OF BANK
- PROJECT AREA
- EXISTING LIGHT POLE
- PARKING SPACE NUMBER



THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES SHOWN ON THESE PLANS IS BASED ON CLEARING DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES AND FIELD SURVEY MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY CONSTRUCTION TO REQUEST FIELD LOCATIONS OF UTILITIES.

DATE: 12/12/19	
DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	
PROJECT: BAYTREE CDD	
SHEET: 1 OF 1	
NOT FOR CONSTRUCTION	



LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE DRIVEWAY
- DETECTABLE WARNING
- PROJECT AREA

JOINT LEGEND

- REINFORCED CONCRETE SECTION
- EXPANSION JOINT
- CONTRACTION JOINT

NOTES:

1. ALL JOINTS TO BE SAW CUT (SEE SHEET C-300 FOR DETAILS)
2. JOINTS SHALL BE MAX 12' SPACING, TYPICAL
3. EXPANSION JOINTS SHALL BE BEAL ED WITH CAULK PER STANDARD DETAILS
4. REINFORCED CONCRETE SHALL USE 4 # 4 - W2 WELDED WIRE MESH
5. REF BR 10 LATEST EDITION OF A3 350 FOR ADDITIONAL STANDARD AND PROCEDURES REGARDING CONSTRUCTION OF CONCRETE PAVED PARKING LOTS.

BAYTREE CDD		PAVILION PARKING LOT		CONCRETE JOINTING PLAN	
<p>ATKINS</p> <p>ARCHITECTS</p> <p>10000 BAYVIEW BLVD, SUITE 1000, BAYVIEW, MI 48064</p> <p>TEL: 313.486.1000 FAX: 313.486.1001</p> <p>WWW.ATKINSARCHITECTS.COM</p>					
DATE	10/06/14	BY	JTF	CHECKED	SMR
PROJECT NO.	C-301	SCALE	AS SHOWN		
NOT FOR CONSTRUCTION					

STORM EVENT	PEAK STAGE
25 YR 24 HR	31.76 FI
MEAN ANNUAL	

EROSION AND SEDIMENT CONTROL NOTES:

- [illegible]

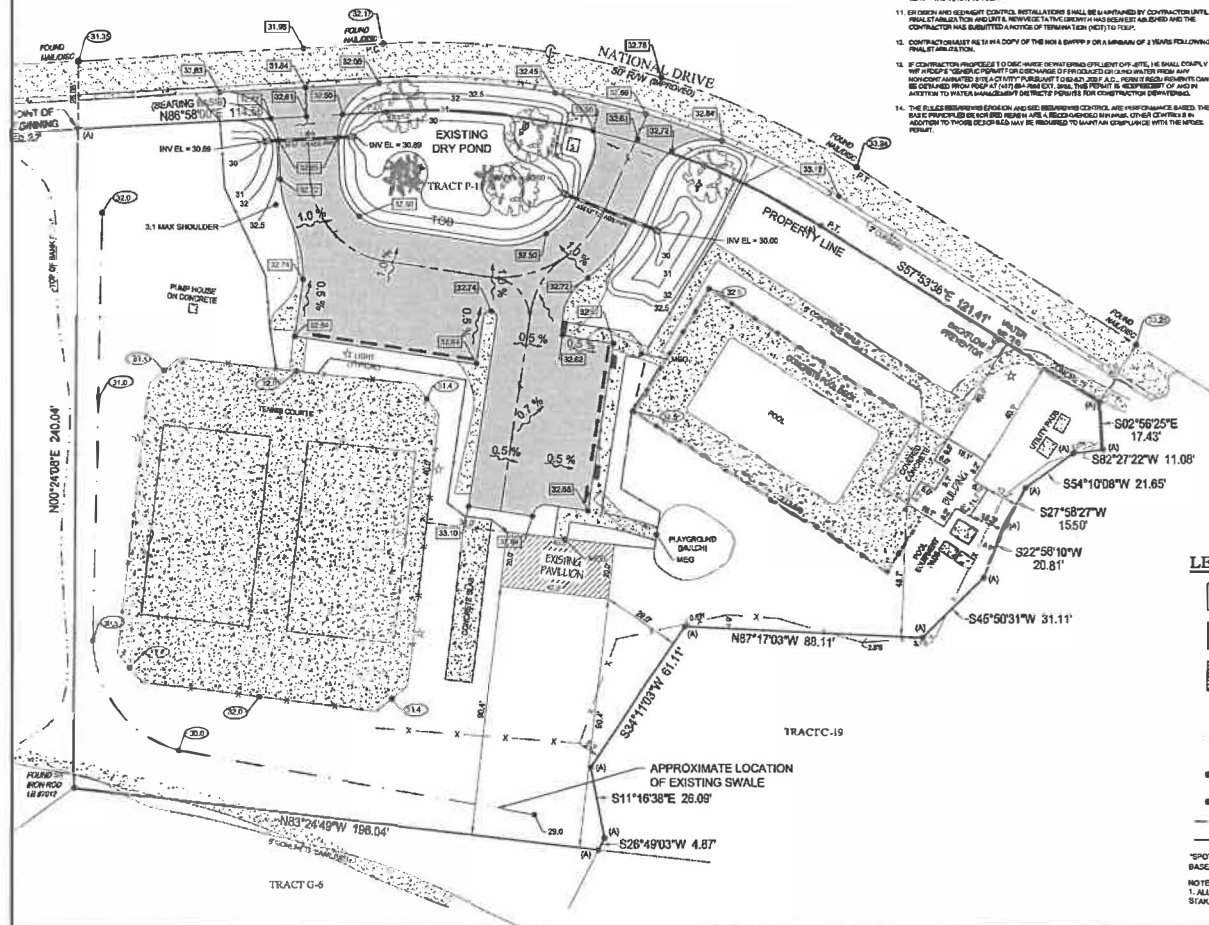
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






EROSION CONTROL RECOMMENDED INSTALLATION SEQUENCE

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DEVELOPING AND MAINTAINING A SWPPP SPECIFIC FOR EACH CONSTRUCTION SITE AND PHASE. NON SVBR, THE FOLLOWING GENERAL RECOMMENDATIONS MAY BE USED AS A GUIDELINE FOR ORDINARY CONSTRUCTION:

- [illegible]



LEGEND

- | | |
|---|----------------------------|
|  | PROPOSED ASPHALT PAVEMENT |
|  | PROPOSED CONCRETE SIDEWALK |
|  | DETECTABLE WARNING |
|  | DRAINAGE FLOW PATTERN |
|  | TOP OF BANK |
|  | EXISTING SPOT ELEVATION |
|  | PROPOSED SPOT ELEVATION |
|  | PROJECT AREA |
|  | SILTFACE |

*SPOT ELEVATIONS AND LOCATIONS ARE APPROXIMATE,
BASED ON A SURVEY DATED 2/25/93

NOTE:
1. ALL SPOT ELEVATIONS TO BE VERIFIED BY CONTRACTOR OR STAKEOUT SURVEYOR.

0 10 20 40
GRAPHIC SCALE
SCALE: 1" = 20'
HALFSIZE: 1" = 40'


SAYTREE CDD

ATKINS

TAMPA, FLORIDA 33607 TEL: 813.494.2122
FAX: 813.494.4842
WWW.AIRREGULATED.COM

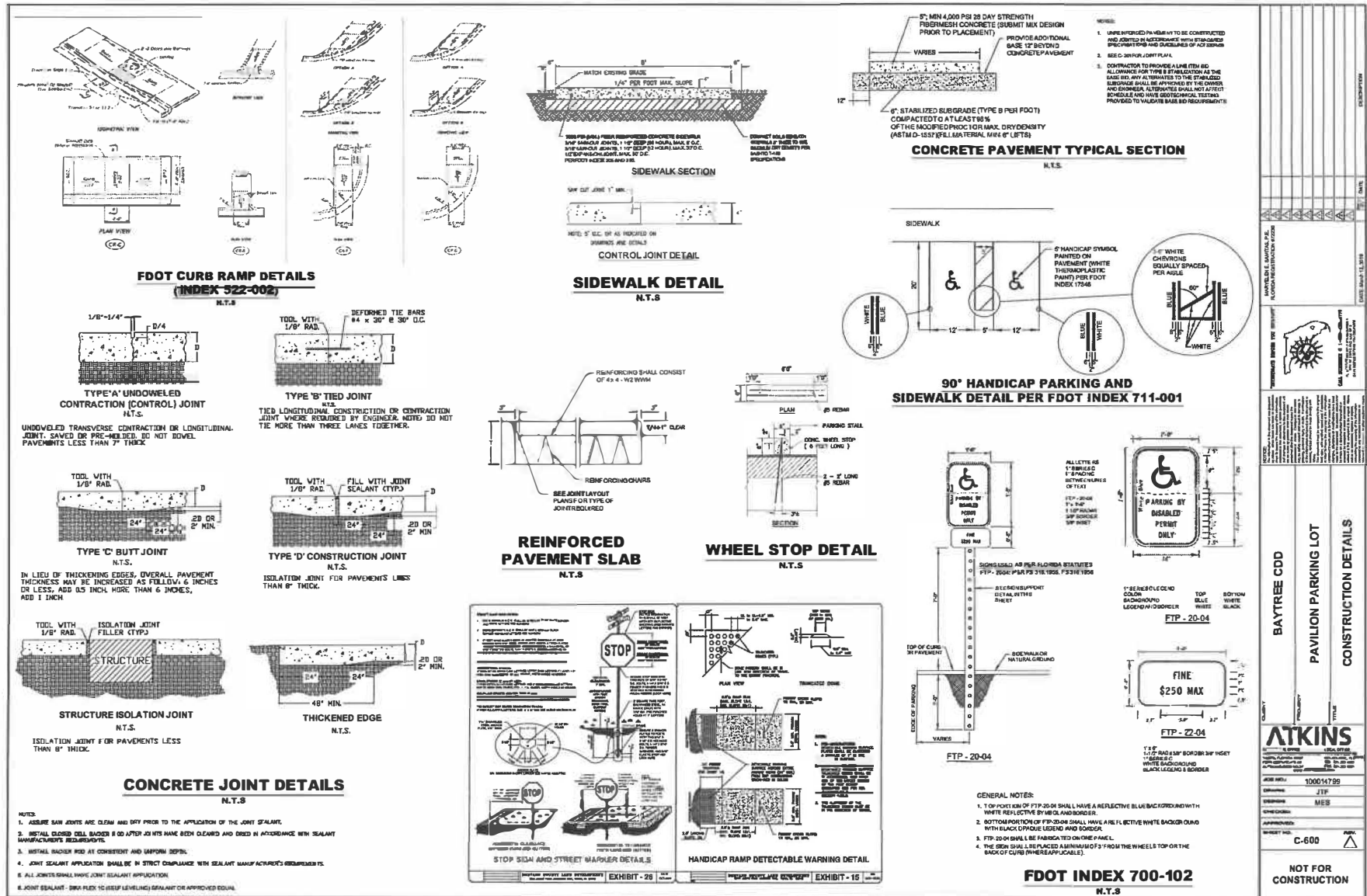
JOB NO.:	100014799
DETAILS:	JTF

DATE	MES
CHARGE	
APPROVED	

SHEET NO. **C-400** REV. 

NOT FOR

CONSTRUCTION

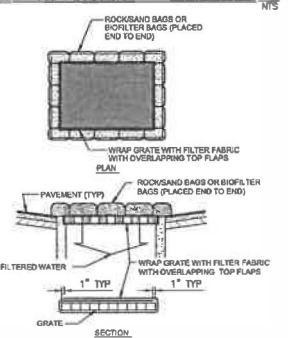


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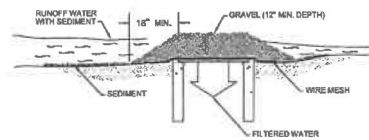
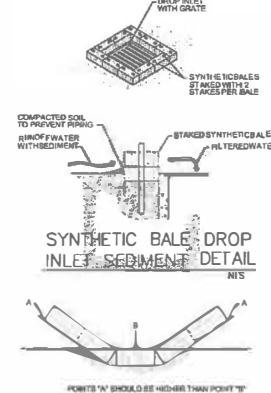
1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SALT FROM SITE FWOI RECLAIMABLE ON-SITE AND ASSURE COMPLIANCE WITH ALL PERMITS AND GRANTS IN ALL NOTICES AND DWALES A COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL, THEN AFTER THE COMPLETION OF CONSTRUCTION AND ONLY WHEN AGRAS HAS BEEN ESTABLISHED.
3. ADDITIONAL PROTECTION, ON-SITE PROTECT FROM IN ACCORD TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SALT TO LEAVE THE PROJECT COASTLINE DUE TO WINDY CONDITIONS OR ACCIDENTS.

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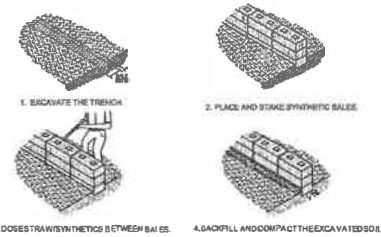
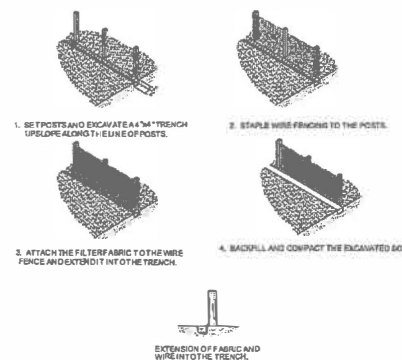
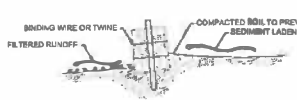
TEMPORARY GRAVEL
ENTRANCE/EXIT DRIVEWAY



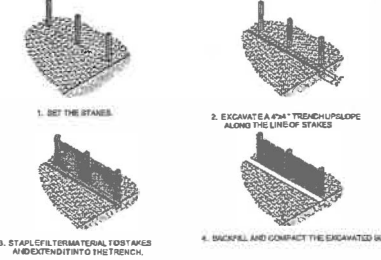
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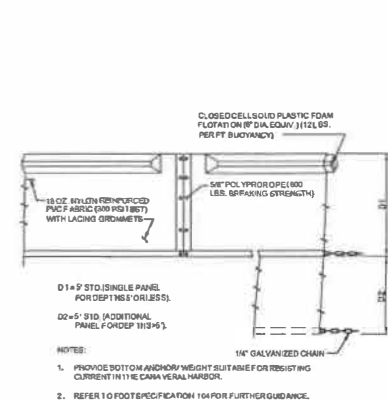
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BAYTREE CDD PAVILION PARKING LOT SWPPP DETAILS	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NO: _____ SHEET NO: _____	1/2" = 1' SCALE 1/4" = 1' SCALE 1/8" = 1' SCALE 1/16" = 1' SCALE 1/32" = 1' SCALE 1/64" = 1' SCALE 1/128" = 1' SCALE 1/256" = 1' SCALE 1/512" = 1' SCALE 1/1024" = 1' SCALE 1/2048" = 1' SCALE 1/4096" = 1' SCALE 1/8192" = 1' SCALE 1/16384" = 1' SCALE 1/32768" = 1' SCALE 1/65536" = 1' SCALE 1/131072" = 1' SCALE 1/262144" = 1' SCALE 1/524288" = 1' SCALE 1/1048576" = 1' SCALE 1/2097152" = 1' SCALE 1/4194304" = 1' SCALE 1/8388608" = 1' SCALE 1/16777216" = 1' SCALE 1/33554432" = 1' SCALE 1/67108864" = 1' SCALE 1/134217728" = 1' SCALE 1/268435456" = 1' SCALE 1/536870912" = 1' SCALE 1/1073741824" = 1' SCALE 1/2147483648" = 1' SCALE 1/4294967296" = 1' SCALE 1/8589934592" = 1' SCALE 1/17179869184" = 1' SCALE 1/34359738368" = 1' SCALE 1/68719476736" = 1' SCALE 1/137438953472" = 1' SCALE 1/274877906944" = 1' SCALE 1/549755813888" = 1' SCALE 1/1099511627776" = 1' SCALE 1/2199023255552" = 1' SCALE 1/4398046511104" = 1' SCALE 1/8796093022208" = 1' SCALE 1/17592186044416" = 1' SCALE 1/35184372088832" = 1' SCALE 1/70368744177664" = 1' SCALE 1/140737488355328" = 1' SCALE 1/281474976710656" = 1' SCALE 1/562949953421312" = 1' SCALE 1/1125899906842624" = 1' SCALE 1/2251799813685248" = 1' SCALE 1/4503599627370496" = 1' SCALE 1/9007199254740992" = 1' SCALE 1/18014398509481984" = 1' SCALE 1/36028797018963968" = 1' SCALE 1/72057594037927936" = 1' SCALE 1/144115188075855872" = 1' SCALE 1/288230376151711744" = 1' SCALE 1/576460752303423488" = 1' SCALE 1/1152921504606846976" = 1' SCALE 1/2305843009213693952" = 1' SCALE 1/4611686018427387904" = 1' SCALE 1/9223372036854775808" = 1' SCALE 1/18446744073709551616" = 1' SCALE 1/36893488147419103232" = 1' SCALE 1/73786976294838206464" = 1' SCALE 1/147573952589676412928" = 1' SCALE 1/295147905179352825856" = 1' SCALE 1/590295810358705651712" = 1' SCALE 1/1180591620717411303424" = 1' SCALE 1/2361183241434822606848" = 1' SCALE 1/4722366482869645213696" = 1' SCALE 1/9444732965739290427392" = 1' SCALE 1/18889465931478580854784" = 1' SCALE 1/37778931862957161709568" = 1' SCALE 1/75557863725914323419136" = 1' SCALE 1/151115727451828646838272" = 1' SCALE 1/302231454903657293676544" = 1' SCALE 1/604462909807314587353088" = 1' SCALE 1/1208925819614629174706176" = 1' SCALE 1/2417851639229258349412352" = 1' SCALE 1/4835703278458516698824704" = 1' SCALE 1/9671406556917033397649408" = 1' SCALE 1/19342813113834066795298816" = 1' SCALE 1/38685626227668133590597632" = 1' SCALE 1/77371252455336267181195264" = 1' SCALE 1/154742504910672534362390528" = 1' SCALE 1/309485009821345068724781056" = 1' SCALE 1/618970019642690137449562112" = 1' SCALE 1/1237940039285380274899124224" = 1' SCALE 1/2475880078570760549798248448" = 1' SCALE 1/4951760157141521099596496896" = 1' SCALE 1/9903520314283042199192993792" = 1' SCALE 1/19807040628566084398385987584" = 1' SCALE 1/39614081257132168796771975168" = 1' SCALE 1/79228162514264337593543950336" = 1' SCALE 1/158456325028528675187087900672" = 1' SCALE 1/316912650057057350374175801344" = 1' SCALE 1/633825300114114700748351602688" = 1' SCALE 1/1267650600228229401496703205376" = 1' SCALE 1/2535301200456458802993406410752" = 1' SCALE 1/5070602400912917605986812821504" = 1' SCALE 1/10141204801825835211973625643008" = 1' SCALE 1/20282409603651670423947251286016" = 1' SCALE 1/40564819207303340847894502572032" = 1' SCALE 1/81129638414606681695789005144064" = 1' SCALE 1/162259276829213363391578010288128" = 1' SCALE 1/324518553658426726783156020576256" = 1' SCALE 1/649037107316853453566312041152512" = 1' SCALE 1/1298074214633706907132624082305024" = 1' SCALE 1/2596148429267413814265248164610048" = 1' SCALE 1/5192296858534827628530496329220096" = 1' SCALE 1/10384593717069655257060992658440192" = 1' SCALE 1/20769187434139310514121985316880384" = 1' SCALE 1/41538374868278621028243970633760768" = 1' SCALE 1/83076749736557242056487941267521536" = 1' SCALE 1/166153499473114484112975882535043072" = 1' SCALE 1/332306998946228968225951765070086144" = 1' SCALE 1/664613997892457936451903530140172288" = 1' SCALE 1/1329227995784915872903807060280344576" = 1' SCALE 1/2658455991569831745807614120560689152" = 1' SCALE 1/5316911983139663491615228241121378304" = 1' SCALE 1/10633823966279326983230456482242756608" = 1' SCALE
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SECTION C



910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

Page 1 of 1

PHONE (407) 451-4047	FAX	DATE 03/14/19
PROPOSAL #		19-0152
JOB NAME/LOCATION Baytree CDD Baytree Dr Melbourne Measured by Fausnight as Designated by William <i>Revised To Include Additional Scope</i>		

TO GMS

Attention: William Viasalyers
wviasalyers@gmscfl.com

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
	Thermoplastic Crosswalks - 4 EA	1	LS	\$ 1,500.00	\$ 1,500.00
	Thermoplastic Stop Bars - 22 EA	1	LS	\$ 2,300.00	\$ 2,300.00
Additional Scope - Per Email From William 3/6/19: <i>Old Tramway from National to Baytree, Linford Ct, National Dr, and 100' of Balmoral at Old Tramway.</i>					
	Thermoplastic Crosswalk & Stop Bars	1	LS	\$ 950.00	\$ 950.00

Per Trip Minimum: \$2,000.00

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.

Total: \$ 4,750.00

Authorized
Signature

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

Date of Acceptance

Signature

CONTACTS: Mike Bonacci, Estimator
Three Thousand Phil Fausnight, President/Contracts Administrator
John Bruce, Project Coordinator/Scheduling
Cris Mercedes, Gen Admin, Insurance, Submittals

mike@fausnight.com
phil@fausnight.com
john.bruce@fausnight.com
cris@fausnight.com

Terms:

Net 30 Days
Proposal is valid for 90 Days

SECTION V

SECTION A

Baytree CDD Action Items
4/3/2019

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Fountain Relacement/Service	Viasalyers	Complete	2/6/19			Service Plan Initiated
2	Tennis Court Refurbishment	Viasalyers	Scheduled	2/4/18	May 2019	June 2019	Awaiting Schedule
3	Camera System for Recreation Center	Viasalyers	Ongoing	2/6/19			Awaiting Increased Internet and Connection to Front gate Monitoring
4	Sidewalk/Tree Repair	Viasalyers	Ongoing	3/26/19			Evaluation Complete Awaiting Contractor Start
5	Guardhouse/Pool Electrical Boxes	Viasalyers	Ongoing	3/26/19			Awaiting Poposal from Vendor
6	Sign/Lamp Posts	Viasalyers	Ongoing	3/26/19			Approved - Awaitng Scheduling from Vendor
7	Fence Along Rec Center	Viasalyers	Ongoing	3/26/19			Getting Proposals
8	ADA Picnic Table	Viasalyers	Ongoing	3/26/19	3/29/19	3/29/19	Scheduled to be installed 3/29/19

SECTION B

SECTION 2

Memo

To:	Baytree CDD, c/o Jason Showe, GMS		
From:	Maryelen Samitas	Email:	Maryelen.samitas@atkinsglobal.com
Phone:	321-775-6644	Date:	19 Mar 2019
Ref:	cc:		
Subject:	Baytree Civil Site Work Summary for April Board Meeting		

- 1) Lake 5 bank survey (Suntree side):
 - a) Bob Packard completed field work, survey enclosed.
 - b) Based on field observation, all fencing appears to be properly located on Suntree property.
 - c) What is the status of the landscape plantings with CDD?
- 2) Roadway Paving
 - (a) No further development since last update.
 - (b) Waiting on completion of pavilion parking lot before completing the asphalt mill and overlay along National Drive.
 - (c) Speed humps – locations proposed on exhibit:
 - a. Includes 2 primary locations spaced evenly along Baytree Drive between both gates.
 - b. Includes 2 alternate locations spaced between front gate and Old Tramway.
 - c. Includes location of 2 existing cart path crossing locations (potential to construct 'speed tables' here in the future)
- 3) Pavilion Parking Lot
 - (a) Permit documents (plans, stormwater calculations, and permit applications) submitted to SJRWMD and Brevard County Development 3/15.
 - (b) Checks being prepared by GMS.
 - (c) Advantage to issue final quote revisions.
- 4) Lake Bank Restoration
 - (a) 2019 completed but some property additions and deletions after contractor's onsite evaluation. All of Lake 10 was completed filled in where the previous work (another company) had left off. Areas along Chatsworth and Belford were completed.
 - (b) Lake 1 is TBD due to access issues with the equipment.
 - (c) 2020 schedule includes Lakes 20, 19, 16, 12B, 4
- 5) Kingswood way resident Mike Ward drainage solution
 - (a) Flooding from common area is flowing through private resident's property side yard.
 - (b) Resident is experiencing moisture wicking up through the home slab and has ruined some flooring.
 - (c) Resident is ready to take matters in his own hands and try to raise his property using a retaining wall or other means.
 - (d) Atkins recommends piping the swale out to the wetland/conservation area and raising the private property elevation to move standing water away from resident's foundation.
- 6) Misc. Items
 - (a) Homeowner indicated a MES is detached between lots 935 and 945 along Chatsworth. Unclear if this is causing adverse drainage. Atkins recommends televising the pipe by camera to determine or otherwise hire a contractor to repair the end treatment.
 - (b) Homeowner at 510 Royston Lane complains that the conservation area has grown into the lake and reduced his property value.

SECTION 3

*This item will be provided under
separate cover*

SECTION VI

SECTION A

Baytree

Community Development District

Summary of Check Register

January 30, 2019 to March 26, 2019

Fund	Date	Check No.'s	Amount
General Fund	2/1/19	53392-53395	\$ 13,022.52
	2/8/19	53396-53398	\$ 6,677.80
	2/15/19	53399-53405	\$ 8,039.21
	2/19/19	53406-53412	\$ 16,546.39
	2/22/19	53413	\$ 2,711.52
	3/1/19	53414-53419	\$ 15,246.73
	3/6/19	53420-53423	\$ 9,475.80
	3/8/19	53424	\$ 2,813.90
	3/12/19	53425-53426	\$ 1,365.00
	3/14/19	53427-53430	\$ 8,381.64
	3/19/19	53431-53433	\$ 1,736.50
			\$ 86,017.01
Capital Projects Fund	2/1/19	78	\$ 510.00
	3/1/19	79	\$ 5,329.00
			\$ 5,839.00
Pavillion - JPA Fund	1/30/19	7	\$ 9,993.70
			\$ 9,993.70
Payroll	February 2019		
	Carolyn E. Witcher	50418	\$ 184.70
	Jerome S. Darby	50419	\$ 184.70
	Richard C Bosseler	50420	\$ 184.70
	Richard L. Brown	50421	\$ 184.70
			\$ 738.80
			\$ 102,588.51

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/01/19	00004	12/31/18 153882	201812 310-51300-31500		PREP/CORRESP/REVISIONS	*	2,205.00	
					BILLING, COCHRAN, LYLES, MAURO & RAMSEY			2,205.00 053392
2/01/19	00200	1/23/19 1820807	201901 320-53800-34500		SECURITY 1/17-1/23/19	*	2,711.52	
					DOTHAN SECURITY INC			2,711.52 053393
2/01/19	00016	1/07/19 39994	201901 320-53800-47300		MTHLY LAWN JAN19	*	7,500.00	
		1/10/19 40037	201901 320-53800-47400		REPLACE PUMP STATION	*	175.00	
					TROPIC-CARE OF FLORIDA, INC.			7,675.00 053394
2/01/19	00193	1/01/19 15800060	201901 320-53800-46200		JANITORIAL SERVICES JAN19	*	431.00	
					COVERALL NORTH AMERICA, INC DBA			431.00 053395
2/08/19	00132	1/22/19 34305	201901 320-53800-34600		SECURITY 1/22/19, 1/24/19	*	210.00	
		1/22/19 34305	201901 320-53800-34600		ADMINISTRATIVE FEE	*	36.00	
					BREVARD COUNTY SHERIFF'S OFFICE			246.00 053396
2/08/19	00200	1/30/19 1820826	201901 320-53800-34500		SECURITY 1/24-1/30/19	*	2,711.52	
					DOTHAN SECURITY INC			2,711.52 053397
2/08/19	00021	2/01/19 322	201902 310-51300-34000		MANAGEMENT FEES FEB19	*	3,411.50	
		2/01/19 322	201902 310-51300-35100		INFO TECH FEB19	*	133.33	
		2/01/19 322	201902 310-51300-51000		OFFICE SUPPLIES	*	23.64	
		2/01/19 322	201902 310-51300-42000		POSTAGE	*	17.86	
		2/01/19 322	201902 310-51300-42500		COPIES	*	133.95	
					GOVERNMENTAL MANAGEMENT SERVICES			3,720.28 053398
2/15/19	00047	1/30/19 S106992	201901 320-53800-41100		REPALCE TOGGLE SWITCH	*	263.65	
					ACCESS CONTROL TECHNOLOGIES			263.65 053399
2/15/19	00019	1/14/19 18768	201901 320-53800-46200		HEALTH REPORT	*	40.40	

*** CHECK DATES 01/30/2019 - 03/26/2019 ***

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 #
		1/31/19 18802	201901 320-53800-46200		*	636.40	
		DISPLAY BOARD INSTALLED					
		2/03/19 19348020	201902 320-53800-46200		*	625.00	
		MTHLY POOL SRVC FEB19					
				BEACH POOL SERVICE			1,301.80 053400
2/15/19	00132	2/01/19 34357	201902 320-53800-34600		*	54.00	
		ADMINISTRATIVE FEE					
		2/01/19 34357	201902 320-53800-34600		*	105.00	
		SECURITY 2/1/19					
		2/01/19 34357	201902 320-53800-34600		*	105.00	
		SECURITY 2/6/19					
		2/01/19 34357	201902 320-53800-34600		*	105.00	
		SECURITY 2/7/19					
				BREVARD COUNTY SHERIFF'S OFFICE			369.00 053401
2/15/19	00193	2/01/19 15800066	201902 320-53800-46200		*	431.00	
		JANITORIAL SERVICES FEB19					
				COVERALL NORTH AMERICA, INC DBA			431.00 053402
2/15/19	00200	2/06/19 1820867	201902 320-53800-34500		*	2,711.52	
		SECURITY 1/31/19-2/6/19					
				DOTHAN SECURITY INC			2,711.52 053403
2/15/19	00039	1/03/19 346136	201901 320-53800-41100		*	60.00	
		QTRLY PEST CONTROL JAN19					
		1/08/19 344736	201901 320-53800-47000		*	2,413.00	
		AQUATIC WEED CTRL JAN19					
		1/28/19 344737	201901 320-53800-47000		*	350.00	
		NATURAL AREAS MGMT JAN19					
				ECOR INDUSTRIES			2,823.00 053404
2/15/19	00008	2/05/19 6-450-76	201901 310-51300-42000		*	139.24	
		DELIVERY 1/31/19					
				FEDEX			139.24 053405
2/19/19	00046	1/17/19 9551	201901 320-53800-47000		*	2,209.00	
		REPAIR FOUNAIN LIGHT/NOZL					
				AMERICAN PUMP			2,209.00 053406
2/19/19	00047	2/06/19 SA-16040	201902 300-15500-10000		*	1,100.00	
		SPS PROGRAMMING-MAR18					
				ACCESS CONTROL TECHNOLOGIES			1,100.00 053407
2/19/19	00132	12/05/18 34141	201812 320-53800-34600		*	54.00	
		ADMINISTRATIVE FEE					

BAYT --BAYTREE-- KCOSTA

*** CHECK DATES 01/30/2019 - 03/26/2019 ***

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 #
		12/05/18	34141 201812 320-53800-34600		*	105.00	
			SECURITY 12/5/18				
		12/05/18	34141 201812 320-53800-34600		*	105.00	
			SECURITY 12/7/18				
		12/05/18	34141 201812 320-53800-34600		*	105.00	
			SECURITY 12/13/18				
BREVARD COUNTY SHERIFF'S OFFICE							369.00 053408
2/19/19	00123	12/28/18	W16206 201812 320-53800-47500		*	2,680.05	
			REPLACE LIGHTS/WIRES				
EAU GALLIE ELECTRIC INC.							2,680.05 053409
2/19/19	00021	12/26/18	318 201812 320-53800-49000		*	5.87	
			PRESSURE WASHER GAS				
		1/01/19	320 201901 320-53800-34000		*	2,320.75	
			FIELD MANAGEMENT JAN19				
		1/01/19	320 201901 320-53800-47500		*	132.72	
			LGT/PHOTOCELLS/SIGN				
		1/22/19	321 201811 320-53800-41100		*	140.00	
			GATEHOUSE BUMPER REPAIR				
GOVERNMENTAL MANAGEMENT SERVICES							2,599.34 053410
2/19/19	00016	2/05/19	40127 201902 320-53800-47300		*	7,500.00	
			MTHLY LAWN FEB19				
TROPIC-CARE OF FLORIDA, INC.							7,500.00 053411
2/19/19	00084	2/16/19	52179 201902 320-53800-49000		*	89.00	
			RENT STORGAE MAR19				
VIERA STORAGE COMPANY							89.00 053412
2/22/19	00200	2/13/19	1820886 201902 320-53800-34500		*	2,711.52	
			SECURITY 2/7-2/13/19				
DOTHAN SECURITY INC							2,711.52 053413
3/01/19	00012	2/22/19	12-18991 201812 310-51300-31100		*	7,784.00	
			ENG.-GENERAL COORDINATION				
ATKINS							7,784.00 053414
3/01/19	00132	2/12/19	34412 201902 320-53800-34600		*	54.00	
			ADMINISTRATIVE FEE				
		2/12/19	34412 201902 320-53800-34600		*	105.00	
			SECURITY 2/12/19				
		2/12/19	34412 201902 320-53800-34600		*	105.00	
			SECURITY 2/15/19				
		2/12/19	34412 201902 320-53800-34600		*	105.00	
			SECURITY 2/20/19				
BREVARD COUNTY SHERIFF'S OFFICE							369.00 053415

BAYT --BAYTREE-- KCOSTA

*** CHECK DATES 01/30/2019 - 03/26/2019 ***

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/01/19	00200	2/20/19 1820900	201902 320-53800-34500	DOETHAN SECURITY INC	*	2,711.52	2,711.52 053416
3/01/19	00085	2/21/19 8504	201902 310-51300-45000	EGIS INSURANCE ADVISORS, LLC.	*	463.00	463.00 053417
3/01/19	00123	1/01/19 W16392	201901 320-53800-47500	EAU GALLIE ELECTRIC INC.	*	1,119.21	1,119.21 053418
3/01/19	00127	2/22/19 37553	201902 320-53800-47600	EXTREME PLASTERING & STUCCO	*	2,800.00	2,800.00 053419
3/06/19	00047	2/13/19 S107252	201902 320-53800-41100	ACCESS CONTROL TECHNOLOGIES	*	255.31	255.31 053420
3/06/19	00189	2/01/19 10637	201902 320-53800-47600	BERRY SIGNS INC	*	205.00	205.00 053421
3/06/19	00021	2/01/19 323	201902 310-51300-34000	GOVERNMENTAL MANAGEMENT SERVICES	*	2,320.75	6,015.49 053422
		2/01/19 323	201902 320-53800-51300	TROPIC-CARE OF FLORIDA, INC.	*	76.66	3,000.00 053423
		2/01/19 323	201902 320-53800-41100		*	15.93	
		2/01/19 323	201902 320-53800-49000		*	13.89	
		3/01/19 324	201903 310-51300-34000		*	3,411.50	
		3/01/19 324	201903 310-51300-35100		*	133.33	
		3/01/19 324	201903 310-51300-51000		*	1.38	
		3/01/19 324	201903 310-51300-42000		*	15.95	
		3/01/19 324	201903 310-51300-42500		*	26.10	

BAYT --BAYTREE-- KCOSTA

*** CHECK DATES 01/30/2019 - 03/26/2019 ***

BAYTREE GENERAL FUND

BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/08/19	00021	3/01/19 325	201903 320-53800-34000	FIELD MANAGEMENT-MAR19	*	2,320.75	
		3/01/19 325	201903 320-53800-49000	WOODSTAKE FOR SIDEWALK	*	9.70	
		3/01/19 325	201903 320-53800-47200	PLANTERS	*	406.49	
		3/01/19 325	201903 320-53800-49000	ASPHALT	*	13.37	
		3/01/19 325	201903 320-53800-47200	LANDSCAPE ITEMS	*	57.62	
		3/01/19 325	201903 320-53800-41100	GUARDSHACK LIGHTS	*	5.97	
							2,813.90 053424

3/12/19	00021	3/11/19 CF0026	201901 320-53800-49000	OUTDOOR FURNITURE ASSMBLY	*	560.00	
							560.00 053425

3/12/19	00021	3/12/19 CF0032	201901 320-53800-49000	PRESS.WASH POOL AREA	*	805.00	
							805.00 053426

3/14/19	00132	2/26/19 34469	201902 320-53800-34600	SECURITY 2/26/19	*	105.00	
		2/26/19 34469	201902 320-53800-34600	ADMINISTRATIVE FEE	*	18.00	
							123.00 053427

3/14/19	00193	3/01/19 15800072	201903 320-53800-46200	JANITORIAL SERVICES MAR19	*	431.00	
							431.00 053428

3/14/19	00200	2/27/19 1820917	201902 320-53800-34500	SECURITY 2/21-2/27/19	*	2,711.52	
		3/06/19 1820955	201903 320-53800-34500	SECURITY 2/28/19-3/6/19	*	2,703.12	
							5,414.64 053429

3/14/19	00039	2/07/19 346511	201902 320-53800-47000	AQUATIC WEED CTRL FEB19	*	2,413.00	
							2,413.00 053430

3/19/19	00103	3/19/19 031919	201903 310-51300-49000	IMPROV PERMIT APPLICATION	*	1,525.00	
							1,525.00 053431

BAYT --BAYTREE-- KCOSTA							

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/27/19 PAGE 6
 *** CHECK DATES 01/30/2019 - 03/26/2019 *** BAYTREE GENERAL FUND
 BANK A BAYTREE CDD-GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/19/19	00211	3/19/19 16578-17	201903 310-51300-49000	PARKING PERMIT	*	122.50	
ST. JOHNS RIVER WATER MANAGEMENT							122.50 053432
3/19/19	00084	3/18/19 52695	201903 320-53800-49000	RENT STORAGE APR19	*	89.00	
VIERA STORAGE COMPANY							89.00 053433
TOTAL FOR BANK A						86,017.01	
TOTAL FOR REGISTER						86,017.01	

BAYT --BAYTREE-- KCOSTA

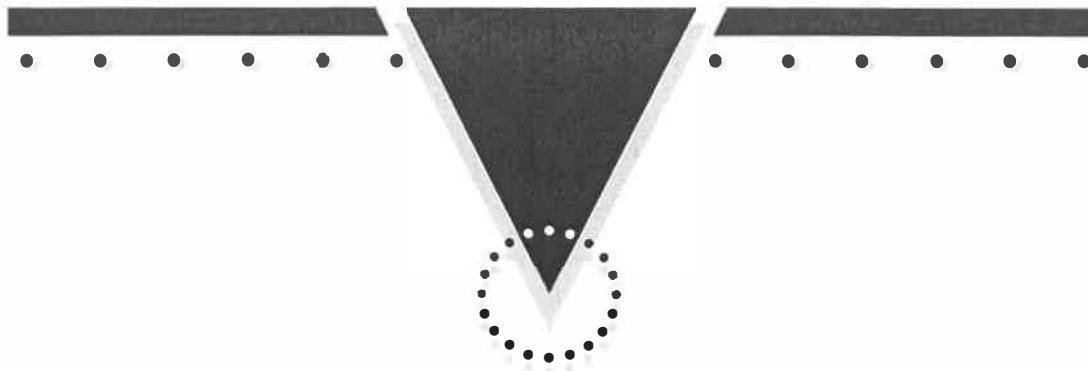
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SECTION B



Baytree

Community Development District

Unaudited Financial Reporting
February 28, 2019



Table of Contents

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

Baytree
Community Development District
Combined Balance Sheet
February 28, 2019

	General Fund	Capital Projects Fund	Pavillion Project	Totals (Memorandum Only) 2018
<u>Assets:</u>				
<u>Cash:</u>				
Wells Fargo	\$655,302	---	---	\$655,302
SunTrust - Capital Reserves	---	\$28,869	---	\$28,869
SunTrust - Pavement Management	---	\$184,389	---	\$184,389
Regions - Community Beautification	---	\$19,135	---	\$19,135
Suntrust - Pavillion Project	---	---	\$935	\$935
<u>Investments:</u>				
Custody	\$1,027	---	---	\$1,027
Prepaid Expenses	\$1,100	---		\$1,100
Total Assets	\$657,429	\$232,393	\$935	\$890,757
<u>Liabilities:</u>				
Accounts Payable	\$28,894	\$8,329	---	\$37,223
<u>Fund Balances:</u>				
Assigned	---	\$23,540	---	\$23,540
Assigned	---	\$184,389	---	\$184,389
Assigned	---	\$16,135	\$935	\$17,069
Unassigned	\$628,535	---	---	\$628,535
Total Liabilities and Fund Equity & Other Credits	\$657,429	\$232,393	\$935	\$890,757

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
Revenues:				
Maintenance Assessments	\$853,142	\$793,174	\$793,174	\$0
Interest Income - Investments	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$34,297	\$0	\$0	\$0
Miscellaneous Income	\$4,000	\$1,667	\$4,233	\$2,566
Transfer In	\$0	\$0	\$0	\$0
Total Revenues	\$891,439	\$794,840	\$797,408	\$2,567

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$3,333	\$2,200	\$1,133
FICA Expense	\$612	\$255	\$168	\$87
Engineering	\$25,000	\$10,417	\$11,529	(\$1,112)
Assessment Administration	\$6,420	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$7,396	\$6,278	\$1,118
Annual Audit	\$3,400	\$0	\$0	\$0
Management Fees	\$40,938	\$17,058	\$17,058	\$0
Information Technology	\$1,600	\$667	\$667	\$0
Telephone	\$150	\$63	\$0	\$63
Postage	\$1,500	\$625	\$426	\$199
Insurance	\$13,805	\$13,805	\$13,010	\$795
Tax Collector Fee	\$13,980	\$0	\$0	\$0
Printing & Binding	\$1,700	\$708	\$441	\$267
Legal Advertising	\$1,200	\$500	\$164	\$336
Other Current Charges	\$1,700	\$708	\$338	\$371
Office Supplies	\$200	\$83	\$81	\$2
Property Taxes	\$250	\$250	\$242	\$8
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$138,614	\$63,777	\$60,510	\$3,267

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending February 28, 2019

	Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$143,687	\$59,870	\$55,974	\$3,896
Security - Speed Control	\$10,000	\$4,167	\$2,214	\$1,953
Gate Maintenance Contract	\$1,200	\$500	\$0	\$500
Maintenance - Gate House	\$12,000	\$5,000	\$6,481	(\$1,481)
Telephone - Gate House/Pool	\$6,420	\$2,675	\$3,688	(\$1,013)
Transponders	\$4,500	\$1,875	\$0	\$1,875
Field Management Fees	\$27,849	\$11,604	\$11,604	\$0
Electric	\$55,000	\$22,917	\$19,317	\$3,599
Water & Sewer	\$10,460	\$4,358	\$3,142	\$1,217
Gas	\$7,800	\$3,250	\$4,018	(\$768)
Maintenance - Lakes	\$36,600	\$15,250	\$15,094	\$156
Maintenance - Landscape Contract	\$90,000	\$37,500	\$37,500	\$0
Maintenance - Additional Landscape	\$19,000	\$7,917	\$3,050	\$4,867
Maintenance - Pool	\$17,000	\$7,083	\$8,004	(\$921)
Maintenance - Irrigation	\$6,000	\$2,500	\$4,510	(\$2,010)
Maintenance - Lighting	\$9,000	\$3,750	\$7,441	(\$3,691)
Maintenance - Monuments	\$6,000	\$2,500	\$3,005	(\$505)
Maintenance - Other Field (R&M General)	\$4,000	\$1,667	\$2,156	(\$490)
Maintenance - Playground	\$2,000	\$833	\$0	\$833
Maintenance - Tennis Court Area	\$1,000	\$417	\$702	(\$285)
Holiday Landscape Lighting	\$4,000	\$4,000	\$6,853	(\$2,853)
Operating Supplies	\$750	\$313	\$0	\$313
Sidewalk/Curb Cleaning	\$11,000	\$4,583	\$9,700	(\$5,117)
Miscellaneous	\$1,000	\$417	\$185	\$232
Total Operation and Maintenance	\$486,266	\$204,944	\$204,638	\$306
<u>Reserves</u>				
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
Total Reserves	\$266,559	\$0	\$0	\$0
Total Expenditures	\$891,439		\$265,147	
Excess Revenues (Expenditures)	\$0		\$532,260	
Fund Balance - Beginning	\$0		\$96,275	
Fund Balance - Ending	\$0		\$628,535	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending February 28, 2019

	Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
<u>Revenues:</u>				
Transfer In	\$120,454	\$0	\$0	\$0
Interest Income	\$100	\$42	\$7	(\$35)
Total Revenues	\$120,554	\$42	\$7	(\$35)
<u>Expenditures:</u>				
Lake Bank Restoration	\$30,000	\$12,500	\$3,420	\$9,080
Sidewalk/Gutter Repair	\$13,000	\$5,417	\$2,382	\$3,035
Drainage Maintenance	\$10,000	\$4,167	\$0	\$4,167
Curb - Tree Trimming/Replacements	\$6,500	\$2,708	\$0	\$2,708
Tennis Court Resurfacing	\$16,200	\$6,750	\$0	\$6,750
Pool Furniture	\$7,500	\$3,125	\$0	\$3,125
Rear Camera Gates	\$4,000	\$1,667	\$5,329	(\$3,662)
Pavilion Parking	\$20,000	\$8,333	\$0	\$8,333
Total Expenditures	\$107,200	\$44,667	\$11,131	\$33,536
Excess Revenues (Expenditures)	\$13,354		(\$11,124)	
Fund Balance - Beginning	\$7,277		\$34,664	
Fund Balance - Ending	\$20,631		\$23,540	

Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending February 28, 2019

	Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
<u>Revenues:</u>				
Transfer In - Baytree	\$66,466	\$0	\$0	\$0
Transfer In - IOB	\$21,716	\$0	\$0	\$0
Interest Income	\$75	\$31	\$38	\$7
Total Revenues	\$88,257	\$31	\$38	\$7
<u>Expenditures:</u>				
Roadway Paving	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$88,257		\$38	
Fund Balance - Beginning	\$122,350		\$184,351	
Fund Balance - Ending	\$210,607		\$184,389	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending February 28, 2019

	Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
<u>Revenues:</u>				
Transfer In	\$45,265	\$0	\$0	\$0
Total Revenues	\$45,265	\$0	\$0	\$0
<u>Expenditures:</u>				
Bank Fees	\$150	\$150	\$150	\$0
Beautification Projects	\$0	\$0	\$46,068	(\$46,068)
Monument Improvements	\$0	\$0	\$9,526	(\$9,526)
Transfer Out	\$0	\$0	\$0	\$0
Total Expenditures	\$150	\$150	\$55,744	(\$55,594)
Excess Revenues (Expenditures)	\$45,115		(\$55,744)	
Fund Balance - Beginning	\$66,878		\$71,878	
Fund Balance - Ending	\$111,993		\$16,135	

Baytree
Community Development District
Pavillion Project
Summary of Revenues & Expenditures
For The Period Ending February 28, 2019

Adopted Budget	Prorated Budget Thru 02/28/19	Actual Thru 02/28/19	Variance
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Revenues:

Baytree BCA Funding	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0

Expenditures:

Pavillion	\$0	\$0	\$59,962	(\$59,962)
Contingency	\$0	\$0	\$15	(\$15)
Total Expenditures	\$0	\$0	\$59,977	(\$59,977)
Excess Revenues (Expenditures)	\$0		(\$59,977)	
Fund Balance - Beginning	\$0		\$60,912	
Fund Balance - Ending	\$0		\$935	

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$222,214	\$526,519	\$27,359	\$17,082	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$793,174
Interest Income - Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income	\$3,500	\$229	\$270	\$234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,233
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$3,500	\$222,443	\$526,789	\$27,593	\$17,082	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$797,408
Expenditures:													
Administrative													
Supervisor Fees	\$600	\$0	\$800	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200
FICA Expense	\$46	\$0	\$61	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$168
Engineering	\$2,395	\$1,350	\$7,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,529
Attorney Fees	\$1,620	\$1,305	\$2,205	\$1,148	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,278
Assessment Administration	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,058
Information Technology	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$68	\$159	\$30	\$150	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$426
Insurance	\$12,547	\$0	\$0	\$0	\$463	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,010
Tax Collector Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Binding	\$143	\$20	\$77	\$67	\$134	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$441
Legal Advertising	\$0	\$164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164
Other Current Charges	\$64	\$58	\$105	\$62	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$338
Office Supplies	\$32	\$2	\$1	\$23	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
Property Taxes	\$0	\$242	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$242
Property Appraiser	\$0	\$0	\$234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$28,736	\$6,843	\$14,843	\$4,995	\$5,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,510

**Baytree
Community Development District**

Field:

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Security Contract	\$12,008	\$9,115	\$13,159	\$10,846	\$10,846	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,974
Security - Speed Control	\$0	\$738	\$369	\$246	\$861	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,214
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Gate House	\$5,271	\$606	\$9	\$324	\$271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,481
Telephone - Gate House/Pool	\$732	\$749	\$717	\$733	\$757	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,688
Transponders	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Management Fees	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,604
Electric	\$3,732	\$3,709	\$3,909	\$3,933	\$4,034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,317
Water & Sewer	\$657	\$597	\$798	\$577	\$513	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,142
Gas	\$35	\$76	\$894	\$1,389	\$1,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,018
Maintenance - Lakes	\$2,473	\$2,763	\$2,473	\$4,972	\$2,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,094
Maintenance - Landscape Contract	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,500
Maintenance - Additional Landscape	\$50	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,050
Maintenance - Pool	\$1,326	\$2,812	\$1,078	\$1,733	\$1,056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,004
Maintenance - Irrigation	\$2,843	\$0	\$1,492	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,510
Maintenance - Lighting	\$2,219	\$0	\$3,970	\$1,252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,441
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$3,005	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,005
Maintenance - Other Field (R&M General)	\$410	\$89	\$100	\$1,365	\$192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,156
Maintenance - Playground	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Tennis Court Area	\$0	\$0	\$0	\$625	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$702
Holiday Landscape Lighting	\$5,292	\$0	\$85	\$1,476	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,853
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalk/Curb Cleaning	\$9,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,700
Miscellaneous	\$185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$185

Total Field

\$56,752	\$31,074	\$38,875	\$42,466	\$35,471	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,638
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Reserves:

Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Reserves

\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Expenditures

\$85,488	\$37,917	\$53,718	\$47,460	\$40,564	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,147
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Excess Revenues (Expenditures)

(\$81,988)	\$184,526	\$473,072	(\$19,868)	(\$23,482)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$537,260
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