

*Baytree Community
Development District*

Agenda

October 2, 2019

AGENDA

Baytree

Community Development District

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

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

September 25, 2019

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, October 2, 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 August 7, 2019 Board of Supervisors Meeting and Acceptance of the Minutes of the August 7, 2019 Audit Committee Meeting
4. New Business
 - A. Consideration of Annual Contracts
 - i. Landscape Maintenance Agreement
 - ii. Aquatic Management Agreement
 - iii. Security Services
 - iv. Pool Maintenance Agreement
 - v. Facility Use Agreement for Pool Facility
 - B. Consideration Agreement with VGlobalTech to Provide ADA Website Compliance Services
 - C. Discussion of Engineering RFQ
 - D. Consideration of Proposals for Access for Recreation Facility
 - E. Ratification of Addition of Water Aerobics Classes
 - F. Discussion of December Meeting Location
5. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. Engineer
 1. Speed Humps
 2. Paving Projects
 - (a) Pavilion Paving
 - (b) Roadway Paving
 - (i) Micro Surface
 - iii. District Manager's Report
 1. Field Manager's Report

6. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
7. Supervisor's Requests
8. Public Comment Period
9. Adjournment

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

The third order of business is the approval of the minutes of the August 7, 2019 Board of Supervisors meeting and acceptance of the minutes of the August 7, 2019 Audit Committee meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A is the consideration of the annual contracts. All the agreements/amendments are enclosed under Sub-Sections 1-5 for your review. Section B is the consideration of agreement with VGlobalTech to provide website compliance services. A copy of the agreement is enclosed for your review. Section C is the discussion of issuing an RFQ for professional engineering services. A sample RFQ is enclosed for your review. Section D is the consideration of proposals for access at the recreation facility. Copies of the proposals are enclosed for your review. Section E is the ratification for additional of water aerobics classes. The e-mail request is enclosed for your review. Section F is the discussion of the location of the December evening meeting. This is an open discussion item.

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

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

The seventh order of business is Supervisor's Requests.

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

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

Sincerely,

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

Jason M. 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, August 7, 2019 at 12:00 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

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

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Jeremy Reideman	District Engineer
William Viasalyers	Field Manager
William McLeod	DSI Security
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 12:10 p.m., called the roll and the Pledge of Allegiance was recited. All Supervisors were present.

SECOND ORDER OF BUSINESS

Community Updates

A. Security

There being none, the next item followed.

B. BCA

There being none, the next item followed.

THIRD ORDER OF BUSINESS**Approval of Minutes of the June 5, 2019 Meeting**

Mr. Mills: We received comments from Board Members and can take any additional comments at this time.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the minutes of the June 5, 2019 meeting were approved, as amended.

FOURTH ORDER OF BUSINESS**New Business****A. Review and Acceptance of the Fiscal Year 2018 Audit Report**

Mr. Showe: This is a clean audit. If you refer to the back of the report, the issue that we had last year, where we didn't submit the amended budget in time, has been corrected and that's noted on the audit. So, for all intents and purposes it's a clean audit. We can take any questions at this time.

Mr. Darby: When are amendments to the budget due?

Mr. Showe: You must have those in by December. If you recall, last year we ended up having to cancel the October meeting, due to lack of a quorum, so we just missed the timeframe to get it in.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Fiscal Year 2018 Audit Report was accepted.

- **Chairman's Comments** *(Added)*

Mr. Mills: Before we get into the meat of the meeting, I'm sure all of you have heard through the grapevine that a survey was supposed to circulate. In fact, it was through Windsor. I want to thank Mike and Ray for doing that. When you do a survey, it can be either good or bad as we all know, but I would like to address some of the issues that were discussed. I think sometimes we as a Board lack communication in some way or form even though our minutes are on the Internet. New people moving into the community don't even realize what is happening in the past. I have been on this Board for 10 years and I noticed that there was a call for term limits. We are all voted into our seats so term limits are a necessity and you can vote us out. I enjoy what I do, I would like to stay and I'm sure the rest of the Board feels the same. It's interesting to sit back as an audience and critique what this Board goes through; although, some of you have been on the Board. We are all residents of this community and we all have a responsibility to

work together as a community in making it the best community we possibly can. What does that mean? That really means spending money. This community is old; whether we want to face it or not. We have a major competitor west of I-95 and I heard that our rates are higher than theirs. A friend of mine works for The Viera Corporation and I asked her about the fees that are charged west of here. I would just like to share with you that all of them, except for four, are way above us. I'm talking about \$2,700, \$2,800, \$4,500, \$2,900 and \$2,640. Summer Lakes, which is the supposedly prestigious area west of I-95, has their fees at \$2,175 a year. Those are not CDD fees. They are HOA fees. So, when you consider the fact that we have a \$95 per year HOA fee and a \$1,800 CDD fee, I think we have a reasonable benefit. If anyone would like to see those numbers, I have them. I want to thank Jason and his staff for compiling these and putting them in form. I know there is going to be discussion about the fountain and the money spent upfront. When we wanted to spend \$50,000 on lighting the community in the front, a Board Member said, "We are not going to spend any more money in replacing those lights." What happened was, when we put up the Christmas lights, it was tripping the GFIs. Due to the fact that a lot of the boxes were open, electric wires were hanging out and were getting wet. I'm pleased to announce that with the renovations we completed, those issues have been corrected for a minimal amount of money. We asked Eau Gallie Electric to give us a price on lighting up the first island as you enter Baytree. That was \$5,000. Another company, Best Electric from Palm Bay, proposed a little over \$6,000 to light the walls, all of the center island, and the trees. So, we are trying to save the community money, but at the same time make it look nice. The survey mentioned that we should be paving the cul-de-sacs instead of actually putting money towards renovations. Cul-de-sacs, based upon what I have read in the minutes and in the presentation by the gentleman who suggested we do an overlay, which would save us a lot of money, said the streets are in excellent condition. So, we don't need to do the cul-de-sacs. There was mention of the lanes going out of Baytree. There should be one left, one center and one to the right. We had nothing to do with that. Those were the traffic controllers from the County. It was requested by them for this reason. Supposedly, the Space Coast Credit Union was going to bring up 300 people from South Florida because the Feds asked them to purchase a credit union in Miami that was holding the funds. Interestingly enough, I was at lunch one day with a gentleman who worked for the Space Coast Credit Union. I said, "How do you like all of your new employees?" He said, "What are you talking about?" I said, "The new building that's being built or was built."

He said, "Oh, that was just for us to spread out into and we had no new employees." So, the two out on Wickham Road, does not have to be that way, but based on information that was given to the County, that's what happened. I would like to address having evening meetings. The Board does not have a problem having evening meetings. This meeting today was scheduled for 12:00 p.m. so that people on their lunch hour could come. I would like to know who is here because we are having a meeting at this time. We had planned to have a December meeting at night to do a wrap up on what transpired through the entire community for the entire year. That way, you will know what we have done. There was another issue with regards to speeding. Speeding is a nuisance in every community. I sent an email to Sheriff Ivy, who I know personally and asked him to attend the meeting today. The last time I asked him to attend, I think there were 20 people and maybe he decided that it is not prudent me for to be there. To make a long story short, every community has that issue. I noticed also that it was noted that we shouldn't spend money, but yet there's a concern about speeding. We can't solve the speeding without spending money. There's a big issue about speed humps, which I will cover under the District Engineer's Report. To accommodate the golfers, people go to the front gate and say they are going to go golfing to get in. That happens because we are a public community. Even though we have a front gate, we are still a public community. The roads are public. So, we can't stop them from coming in. There was a mention about transponders being read in other communities when the barcode on the transponder was being read. Correct me if I'm wrong, but I don't think there is a barcode on any of the transponders. They have a chip in there. An antenna sends out a signal to the chip. It is read by the chip and disseminated back to the computer to say "Transponder, please let me in," and you are let in. So, there's no barcode. We looked at that and determined that barcodes, especially in sunlight, do not operate in a proper manner. Flowers and palms are not necessary. The reason we cleared out the front was to make it look more open so we eliminated the continual pruning of plants that outlive their life span. They have been in there ever since this community was built. Up north we have a non-growing season, but here the growing season is 365 days. We all have to face that issue. I believe that the planting of the flowers at the monuments improved the look of the community tremendously. Plus, we don't have to fertilize anymore or spray the plants, so we do not have to worry about them trimming the shrubs. In the long run, it's a tremendous cost savings. So, I wanted to let you know that. The front is not complete. The monies that were used were not in the raised assessment. I asked Jason to put the

money aside. With an increase of \$100 in your assessment, which was five years ago, that money was designated strictly for the beautification of Baytree. So, we had almost \$100,000 to do what has to be done in the front, including adding stone and removing shrubs, which was the most expensive. They had to dig those out. We have to come up with a plan to look at what we need to turn over every five years. We cannot continue to tear out shrubs that are 30 years old because it costs a lot of money. There was also a comment about the bonds being paid off with 50% of the bond money to be returned to the residents. I think Bob Eksten, at the time he was Chairman of the Board, said that we were only going to return \$300 back to the community. Due to the community, we had to have monies to continually improve the facilities and infrastructure of Baytree. With regard to Lake 5, the cost was extraordinary. We discussed that at length at many, many meetings. We had a surveyor come out and survey the property so we knew where our property line was. Some of the plants were injured by the hurricane and had to be removed. We didn't want to remove them if they weren't on the property. This Board and I agreed to spend \$80,000 to plant a bed across a lake that only 10 people see. It's not worth it. I'm sorry that we hurt those individuals, but quite honestly, some of those people have the best views in Baytree. I live on that lake and it was absolutely beautiful.

Mr. Bosseler: This Board does not talk to each other about any expenditures between meetings. I don't call Mel and ask him if he would like a double pond. So please don't think we are sitting around saying, "Let's get more flowers" or "Let's get a playground." We don't do any of that. Anything we do is decided here at the meeting. We discuss it openly. There are things I hear for the first time so if there needs to be a group discussion, it goes to Jason to give it to all five of us.

Mr. Showe: They still can't conversate so even if Richard emails me back, I can't give that to Mel. I also can't act as a conduit either. The only time they can discuss any issue is at one of these advertised meetings.

Mr. Mills: In conclusion, my thoughts are that we need your help in sending positive messages to the community. We have been so negative. I read this report and some of the questions that were responded to were directed strictly to me and that's okay. I'm in this job for a reason and expect criticism. I would like it to be harmonious criticism. I think anyone can take that, but to actually attack me personally, I don't like it. I don't think any Board Member deserves to be attacked personally for things that this Board is trying to do to make this a

beautiful community. I know that Rick Bosseler works hard, Jerry works hard, Rick Brown works hard, and Carolyn works hard. I can only tell you that I have spent personally about 17 hours a week redoing that front entrance. Do I want to get paid for it? No, because I'm going to get rewarded for it in the end when I put my property up for sale and new people move into the community. We have a brand-new resident who happens to be my neighbor and I want to ask her, "Stephanie, why did you choose Baytree?"

Ms. Stephanie Knudson (Compton Way): Primarily because the community is well maintained. The golf course is great.

Mr. Mills: We have a neighbor that also moved from Atlanta with two children. I asked her why she chose Baytree. She said, "I wanted a beautiful community. When you come into Baytree it is gorgeous. It's not like when you go across the road in some of those communities." So, we should be very proud of our community. We should support each other in the community. With that, I will answer any questions.

Ms. Knudson: I never saw that survey.

Mr. Mills: It was only passed out to Windsor residents. Greg, do you want to answer that?

Mr. Greg Scougall (Windsor): Mike and I put together the survey. First of all, I want to start out by saying that was the most educational and informative discussion I have heard at the handful of meetings that I have been at, so thank you for providing all of that. I wholeheartedly agree that communication is important. That is the first step of putting together the survey. As Voting Members (VMs), we are charged with trying to relay information out to residents. We do that as best we can. There are challenges, but on the other side of that we have a responsibility to relay information to the Board. That is the purpose of the survey. If it was taken as a personal attack, that's certainly not the intent. So, I apologize if it was taken personally. It was simply a matter of voicing unadulterated comments from the residents to the Board so that you are aware of what the residents are saying. I personally did not, at least in the comments that I said, I won't speak for Mike, but I have not edited the comments. Some people were more articulate than others in how they presented their concerns.

Mr. Mills: Greg, I didn't take it personally.

Mr. Scougall: I understand.

Mr. Mills: Please accept that.

Mr. Scougall: No, I understand that.

Mr. Mills: Mike, before you say anything. It's really interesting because some of the issues that were brought up in the survey, I could almost name the people that gave that information as Bob Eksten could or any other member who has been on this Board for a while. I mean their names were just glaring and I even shared those names with Mike because I knew who they were. They have had a problem with any Board that's been up here since day 1.

Mr. Mike Sherbin (Windsor): The questions that were asked were given to us by people in the neighborhood. I think every VM and AVM walk their neighborhood and talk to people who have those questions. It was not intended for any reason other than this is what people were concerned about. When people are concerned about something you need to know. We received 110 to 120 surveys that were signed. We have email addresses so we can get information out. That's hard to do. We need the information so we can circulate it back to our Windsor people. I'm sure other groups will say, "Go to your website." We want to send it out.

Mr. Mills: Well believe me. I appreciate that you took the time to do that because that's what the VM and AVMs positions are, to actually serve their community and get input and feed it to the Boards. We don't have a crystal ball here that says, "Mel, you need to take care of this landscaping." Greg called me or sent me a text about one of the lights out front. I didn't see it. I got on the phone and called Jason or William and said, "We have a light problem. Get it fixed." I want things done today, but it doesn't happen and I think everybody on this Board expects it done today. With all of the building that's going on in this community, the resources for labor just isn't there. The sad part of it is, there's a lot of work ethic that we older people have that has gone by the wayside.

Mr. Showe: If I can just jump in on that. I think Will can attest and any of our Districts can, but we are having that same challenge with vendors in every District. There is so much work going on in the construction home industry that trying to get a vendor to come out for a \$3,000 to \$4,000 or less job is incredibly difficult. So that's not an issue that just you guys are experiencing. That's all of our Districts right now.

Mr. Mills: Okay. To wrap this up, I really appreciate you taking your time to listen to me. I have a mouth sometimes that doesn't quit, and I had to get my feelings across to everybody. When we finish the front, I think all of you are going to be very proud to say that you live in Baytree. We are putting in shrubbery that's not going to be high maintenance shrubbery. It's

going to be beautiful. Is it going to need some care? Absolutely, just like you care for the vegetation in your yard, but I want you to know that I'm proud to live here and I hope all of you are proud to live here and can say, "This is a wonderful community," because it really is.

Ms. Avlova Allen: Thank you. I would just like to caution the Board not to take input from one neighborhood only. Having said that, we have a survey from Turnberry.

Mr. Showe: If the Board is amenable, if you want to provide that to me, I can email it out to the entire Board.

Mr. Mills: Alright. Let's move on, unless anyone has any other questions.

Mr. Scougall: I want to thank the Board for everything you do. I appreciate it. I'm new here. Would it be okay to quickly say your name and position?

Mr. Mills: Sure.

Mr. Bosseler: I'm Richard Bosseler. I oversee the pool, pavilion, tennis courts and the lakes.

Mr. Mills: I'm Mel Mills. I'm the Chairman. This is my third time as Chair. I'm in charge of all the landscaping, monuments and anything you see that's easy ugly or pretty.

Mr. Darby: I'm Jerry Darby. I'm the Vice Chair. I am primarily responsible for security and have been involved with the pavilion construction and pavilion parking lot.

Mr. Brown: I'm Rick Brown. I live in The Hamlet. I'm responsible for the finances. I'm also on the HOA and Chairman/Manager of the ARC Committee.

Ms. Witcher: I'm Carolyn Witcher and I live in Windsor. I've been here since 1994. I'm responsible for the streets, sidewalks, roads and lights.

Mr. Mills: Just to briefly add to that Greg, we will tell you briefly what our background is. Richard?

Mr. Bosseler: I have 40 years' experience in food service.

Mr. Mills: I owned a wireless electronic communication in Maryland and owned, which I sold, three cellular towers. I managed a multi-million-dollar corporation so I'm an expert when it comes to pinching pennies. I remember on copy paper; we used the other side so we wouldn't use more paper. So, we have all been there.

Mr. Darby: I was a senior executive in charge of operations for a personal care products company. I had two manufacturing facilities; one in Puerto Rico and one in Illinois. I had a total

of 900 people reporting directly and indirectly to me and have experience in finance operations, engineering, etc.

Mr. Brown: I have about 50 years' experience in the health care industry. I have managed and have been responsible for hospital systems that range in price from \$27 million to \$355 million with employees ranging from 350 to 1,600.

Ms. Witcher: I worked for Eastern Airlines for 21 years and my husband and I owned our own software company. Whatever he doesn't want to do, I do.

Resident (Not Identified): I wanted to thank all of you for the effort you put into managing Baytree. I know it's not an easy job, but it's hard enough being an easy job if you don't love the people in Baytree who have opinions of things. It's just like being a politician.

Mr. Mills: Exactly.

Resident (Not Identified): It's very important to listen to everybody and then balance their comments to make the right decision. I think your suggestion about the survey is a good one. I think the last person who did that was a guy by the name of George Pelosa.

Mr. Mills: He was with the BCA.

Resident (Not Identified): George was very involved in the community. He knew everybody. He knows so many people that he put together a strategic plan on all of the things that needed to be done. The issue that you mentioned is correct. There are a lot of things that need to be done, but we need to prioritize what's important. We are all here to help you make those decisions.

Mr. Mills: I appreciate that. This Board does do that. We had a well that crashed last summer. We had no idea it was going to do that. It cost us \$10,000 to repair it. Thank God we had the money that we took from one capital project and put it into the well.

Resident (Not Identified): One more thing. These are our financial statements, right?

Mr. Showe: That's the Proposed Budget.

Resident (Not Identified): Do we have financial statements?

Mr. Showe: Yes. They are in the agenda package and are on the website, included in every agenda.

Resident (Not Identified): Do they include variances or a variance analysis?

Mr. Showe: Yes.

Resident (Not Identified): Thank you.

Mr. Mills: You're welcome. Joanne?

Ms. Joanne Wagner (Isles of Baytree): I just want to personally thank this Board and Michael. They worked with us to repaint the strip in our development. They were very caring. They were very good to me. They called to see how we were. They saved us quite a bit of money and we really appreciate all of their cooperation.

Mr. Mills: Thank you, Joanne. Let's move along.

B. Public Hearing

Mr. Showe: If the Board is amenable, we need a motion to open the public hearing.

On MOTION by Mr. Darby seconded by Ms. Witcher with all in favor the public hearing was opened.

i. Consideration of Resolution 2019-04 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Showe: Resolution 2019-04 approves the Proposed Budget, which will be attached to this resolution. We provided a revised Proposed Budget. There is no assessment increased proposed as part of this. If there was an assessment increase, you would've all received a mailed notice and I would've expected more folks would turn out. The one item we had to do is terms of transfer in as we had to transfer in some money from the roadway paving of \$50,000 to help with some of the overages we had in some of the engineering costs this year. So that's the only major change on the Admin side.

Mr. Darby: Jason, before you get off of Admin. For "Information & Technology", did you include funds for ADA compliance?

Mr. Showe: Yes. That is why it went from \$1,600 to \$5,300. That includes the website conversion. We probably want to start tackling that in October just to make sure we stay in compliance with our timeframe.

Mr. Darby: But it needs to be done in 2020. Right?

Mr. Showe: Yes.

Mr. Mills: I don't know if any other Supervisor received it, but I received an email with regards to that ADA compliance.

Mr. Showe: I will let you know that there are some companies out there that are fishing for service, which is likely why you are getting those. We are getting the same ones.

Mr. Mills: Okay.

Mr. Showe: One company gave us a great price and we are working with them internally, so you only have to pay for one conversion, one time. On the operations and maintenance (O&M) side, there were some changes. From the current year, we increased the security contact to the request from DSI. We will talk about that later. I'll note that depending on your decision late on that contract, we would adjust this account line accordingly, but for now it's in there. Just for the Board and audience's information, none of these account lines are set in stone. When you approve this budget, that doesn't mean you have to spend that money in that account line exactly. You have full flexibility to move things around as priorities change. We reduced "Speed Control" down to \$5,000. "Maintenance – Gatehouse" was reduced to \$10,000.

Mr. Darby: "Maintenance – Recreation" was a big change.

Mr. Showe: It was supposed to be \$1,500 and I think someone threw an extra 0 in there. So, we have adjusted that. It's down to \$1,500 now. We got rid of the playground and pavilion account line, just so they weren't separate, so we combined them into one, which we called "Recreation."

Mr. Darby: So that delta of \$13,500 went into "Capital Projects?"

Mr. Showe: Yes. The rest of the budget remains the same as you saw in your Proposed Budget. Under Reserves, for "Capital Projects," we have the paving. We have the "Capital Projects – Reserve," which is the balance. For "Community Beautification Fund," we want to make sure that we keep enough money in our "First Quarter Operating" to continue. On Pages 3 through 9, we detail all of those account lines. We give you a description of what those account lines are and how we get to those account lines in cases where we have bills or contracts so it's clear where the money is going and how it's been allocated in the budget. On Page 10, we show our capital projects for the year. The one change we made was, based on our latest projection for the pavilion parking, we allocated \$43,550. That is also considering that the BCA allocated \$25,000. We also have \$10,000 in "Community Beautification," which covers the full cost of that project.

Ms. Witcher: Can you tell whether or not there are funds for the pavilion parking lot?

Mr. Showe: At this point, we. Have money in the budget for it. The engineer will cover that. We are still dealing with a lot of permitting issues with the County. So, it's a bit of a challenge. In the 2020 Proposed Budget, the only capital projects we have outside of the normal in 2020 is the new playground replacement and also a pool heater replacement.

Mr. Darby: We talked at the last meeting about a pool access system upgrade of \$15,000.

Mr. Showe: Yes.

Mr. Darby: Are we going to put that into the Capital Projects Plan?

Mr. Showe: At this stage, based on the fact that the Proposed Budget at the end of 2020 only has less than \$200 left in it, I'm not quite sure where we get that from unless the discussion on the security contract gives us additional funding.

Mr. Darby: We had that mathematical error of \$13,500.

Mr. Showe: That's been considered, but then we also increased the paving at the parking lot from \$20,000 to \$42,000 so that ate up the delta.

Ms. Witcher: We are not going to pave the street for \$42,000.

Mr. Showe: We could technically allocate some of that, but that's a decision we could make. I figure once we have the discussion on security, that might give you some additional funds.

Mr. Brown: You know how I feel about security, but I also have a sense that with the resurfacing of the tennis courts and issues that we had from time to time with access to the pool and unauthorized access to the tennis courts, I'm a little concerned that we now have spent money to resurface the tennis courts. Kudos to the people I talked to that play tennis. I think for those people in Baytree that play tennis, shouldn't have to go to the tennis court and find some guy instructing five or six kids playing tennis. When they ask him what he is doing here, he says he lives in Baytree. They don't know whether he does or not. I just think it's something we need to address.

Mr. Showe: Sure. At this stage, it's a matter of balancing the priorities and the funding.

Mr. Brown: I think its priorities. From where I come from, security has always been number one for me. That's one of the main reasons I moved into Baytree.

Mr. Mills: Jason, would it be prudent for us to maybe hold off on approving this until after the security discussion?

Mr. Showe: Here's what we can do. This budget isn't set in stone. If you make a decision on the security side that impacts this, you can tell me, "Hey, we have a savings here, put \$15,000 in for an access system." If you want to have a discussion on security now, we can have it now.

Mr. Darby: The other way to think about this Jason is that we have been putting away nearly \$100,000 a year for roadway. We talked about microsurfacing, which for the entire

community will cost \$410,000 versus \$1.3 million. So, there is a lot money that has been allocated for paving in future years that is not necessary. So perhaps the \$15,000 we are talking about for the access system can come out of the paving line item.

Mr. Showe: It could come out of transfer. Absolutely. That's completely an option. Again, you have flexibility on these funds so at some point later, if you determine there's funding available, we can certainly make that switch.

Mr. Darby: Okay.

Mr. Mills: The only concern here is what is the degradation going to be if we continue robbing money from the roadway fund?

Mr. Showe: Ultimately, you are going to have to look at another assessment increase at some stage, especially if the security contractor approved it. Once we look at the method by which you choose to do the paving program, that may be your savings there.

Mr. Darby: That's the point. I read some numbers. If we voted for microsurfacing, if that did in fact last 10 years, we talked about a cycle every other year for the first six years to allocate money, you could actually drop your allocation to "Pavement," from \$88,000 to around \$40,000 a year. Assuming there's no major difference. I think in the future, we need to take a look at that.

Mr. Mills: I would like to explore that a lot more.

Mr. Showe: Absolutely. Again, you have full flexibility, even if its two months from now, to say, "We think we have some savings here. We will do the pool access, transfer less money into capital and into Paving" and its done.

Mr. Mills: My concern is that we don't wait too long to do the microsurfacing because with the weather conditions that we have and have had, especially now with all of the rain, it's going to cause the water table to rise and you are going to have street seeping with water. I just don't want our roads to deteriorate to the point where we can't microsurface the roads.

Mr. Darby: Correct.

Mr. Bosseler: Jason, I just want to let the Board know that we have \$31,000 for replacement of the playground, which may not happen.

Mr. Darby: That's true.

Mr. Bosseler: There's a little bit of fluff there. If we get four swings, it's not going to be \$21,000.

Mr. Showe: If the Board's amenable, we can change that from Playground Replacement to recreation improvements.

Mr. Bosseler: I think we should because if we replaced our playground, it would be \$50,000 to \$60,000. So, \$21,000 isn't going to give us anything.

Mr. Mills: Have we had anybody complain that there's no equipment there?

Mr. Bosseler: Not to me.

Mr. Showe: You could sod it up. That's an option for the Board if there's no value in that playground.

Mr. Darby: So, you could do \$15,000 for the pool access.

Mr. Showe: We could wipe out "Playground Replacement," call it "Recreation Improvements" and then you have full flexibility as we go through the year to determine how and what you want to spend.

Mr. Mills: I like that.

Mr. Darby: But I think that's with the knowledge that we want to aggressively look at the pool access.

Mr. Showe: We will make that a priority.

Mr. Brown: And the tennis courts.

Mr. Showe: I think that would all tie in. That's kind of the large part of the cost. Now you are moving from something that's completely wire and hand it off to something that's a little more digital and wireless. So that's the conversion process.

Mr. Mills: We also have to be cognizant at some point in time to revisit the playground, only because the community is turning over. We are getting younger people with families.

Mr. Showe: We'll call it Recreation Improvements. That way, you can make those jumps as you go through the year.

Resident (Not Identified): I just want to make a comment to add to exactly what you just said. In the community where I live, there are a lot of young families that have kids that go to the playground. I understand that if you do a survey, most of the people in Baytree are over 60 years old, but there are people moving into Baytree now that are younger. They have two or three kids. My daughter is 11 years old. There are five girls on my street that are 11 years old. So, it's very important to take everybody's needs into account before we make a decision on that item. Right?

I'm with you. If they put in a playground, I'm not going to use it, but I have neighbors that may use it. In fact, I have neighbors that do use it.

Mr. Showe: That's why if we call it "Recreation Improvements," the Board has some flexibility to make those decisions as they go through the fiscal year.

Resident (Not Identified): Okay. It's very important that we take our time and make a sound decision.

Ms. Witcher: What are the girls doing now? I see the girls out there playing and skateboarding and riding their bikes.

Resident (Not Identified): The girls all meet there. They play on their phones.

Ms. Witcher: We want to put something in that they can use, but we don't know what to put in. What would you suggest?

Resident (Not Identified): We are not reinventing the wheel here, right?

Ms. Witcher: No.

Resident (Not Identified): There are many parts.

Mr. Mills: I just think we need to be cognizant of the fact. What really shook me, and I heard on the news when we had the stabbing, is that the gentleman said, "This is basically a retirement community." It is not. I remember that and it hit me right in the face. I'm thinking, we are not a retirement community. Heritage Isles is, but the community is turning over. We as a Board have to be cognizant of the fact that there are young people moving in here due to all of the businesses.

Mr. Brown: I'm going to add a comment from the HOA because the ARC Committee sent through and the BCA Board approved that no homeowner can have any kind of play equipment in their front yard except for the one home in an area that preceded this. On a lot of logs, your backyard is your pool and then maybe some extra land, but not a lot of land to put in a playhouse or anything else. So, from the homeowner's standpoint, they are going to be looking at what other options we have if younger people are moving in, where are these kids going to play? Unfortunately, there's not a lot of land over by the pavilion and over where the old playground was to put in a new one. That's the issue. It's basically the size.

Mr. Scougall: Could I make a suggestion for the playground? You want communication and involvement by the community, so maintaining the playground and building it or doing something as a community, getting them to step up and take responsibility of it. I helped with

Field of Dreams, when they did a community build at our church. My kids play on it. I live in a non-HOA, but we have monument signs. Once a year, we get together as a community and replace the signs, so we have a pride of ownership.

Mr. Darby: I think the Board's position has been that the playground had not been getting the use that we had expected to get, and we were faced with the fact that it seriously deteriorated, and it had to be either replaced or removed. In view of the fact that it was a safety hazard, we elected to remove it and then wait and see if there's a request to replace it. We are not against replacing it, but we don't want to spend \$21,000 on something that's going to rust again. That's our point of view.

Mr. Scougall: That's fine. In that case, let's talk to the people who want it.

Mr. Brown: This is another area where the CDD and BCA can work together. I think the next BCA meeting is September 13th. Here's an opportunity that we can canvas through the VMs, what the residents feel about a playground.

Mr. Mills: Let's keep it in the line item with a 0 so it could be further brought up.

Mr. Showe: You have flexibility. We have some comments.

Resident (Not Identified): Is the CDD responsible for cleaning storm drains?

Mr. Mills: Yes.

Resident (Not Identified): Do we have that in the budget?

Mr. Showe: GMS actually performs that to every storm drain before storm season. That's just part of what we do as our maintenance.

Mr. Mills: That's part of their expense.

Resident (Not Identified): Is that this year?

Mr. Showe: Yes.

Mr. Brown: However, we have asked through the BCA that homeowners who happen to have the storm drain in front of their properties, every now and then to take a look at that storm drain to see if its blocked. That's not their issue. That's the homeowners.

Mr. Showe: We address it if we see it. We normally have our landscaper blow it off, but we don't have eyes on it.

Mr. Brown: Yesterday afternoon when I drove through the front gate and it was raining like crazy, there was one storm drain that was blocked with debris. We can't keep looking to GMS to keep doing it.

Mr. Showe: We pull the lids off and take out as much as we can and then put the lids on. That doesn't mean we don't vacuum or blow out the line itself. When we do that process, we take a look. If we feel like there's an elevation issue or an issue where the actual inlet is blocked, then we can call in to vacuum it. You can tell that fairly easily if you look at the drain. If the water in the drain is significantly higher than the water in the lake, there's likely a blockage. If they are about the same level, its functioning as intended.

Resident (Not Identified): Does GMS do that?

Mr. Showe: Yes. Absolutely.

Mr. Mills: Yes, Mike.

Mr. Sherbin: I spoke to the ARC a couple of times about the basketball devices. The ones that are affordable, there's no place to put them. There is no place for kids to actually have a half-court basketball court.

Mr. Mills: We will have them put one in your driveway.

Resident (Mike Sherbin, Windsor): That's what they are doing. They are putting them in their driveway and playing in the streets and that's a risk.

Mr. Mills: We can put it where the bocce ball court is. Let's move on.

Mr. Sherbin: It's been an issue since Day 1. There's no place for teenage kids to play basketball except in their driveway and if they go out into the street, it's a safety risk.

Mr. Mills: That's what we will have for discussion at the next budget meeting.

Mr. Showe: Other than that, I think the capital projects are in line. We provide you with a five-year program. We are going to have to look at the 2020-2021 budget. It may be next year or the following year, but we are going to have to look at those gate operators. They are in excess of 10 years old at this point so at some stage we need to program that in. I know we are doing performance maintenance on them every year just to keep them in line. We don't have any issues now, but at some stage, we are going to have to look at replacing those gate operators. In your "Pavement Management Fund," we allocated the funding. We don't expect any major expenses. For "Community Beautification," we have \$10,000 for the parking lot paving for the remainder of this year and allocated \$45,000 worth of projects for next year. Obviously, we will talk about that as a Board as we proceed through the fiscal year. The chart on Page 14 are for the O&M assessments. There's no change from the current year. We also provided a Proposed Budget for Isles of Baytree (IOB) and will send them a final once we get the budget approved. Then we

send them an invoice once we true-up the accounts on an annual basis. Then we have an allocation of Operating Reserves, which gives you a balance of what we have in reserves and First Quarter Operating that keeps us running. Other than that, if there are any other questions about the budget, we can take those, or we can open it up for public comment.

Mr. Darby: Just one other question, Jason. I see for “Lake Bank Restoration,” that we spent \$52,000 last year, but we allocated \$30,000 the following year.

Mr. Showe: The \$52,000 was because we didn’t do it for the year before, so we did two years’ worth in the same year.

Mr. Darby: So, it’s you and the District Engineer’s opinion that \$30,000 is going to be adequate.

Mr. Showe: Yes. That was based on her evaluation. We just had to do a catch up. The funds were there from prior years, they just rolled forward.

Ms. Witcher: Did we speak to the owner of that house that we needed access to?

Mr. Showe: Mel and I and Will met with the owner. He is not crazy about us accessing his property. We think we may have found another access point, which we provided to the District Engineer. She is going to get with the vendor to see if he thinks that he can get his equipment through the area. It may require us to do some cutting down of palm landscaping and probably some money to refurbish it, but we may have a point of access there. So, we are still investigating it. If the Board is amenable, do you want to take public comment on the budget. If you want to comment on the budget, please state your name and address for the record and keep your comments to three minutes.

Mr. Bob Eksten (Old Tramway): Just a follow up on the comments about the basketball court. What he said is critical. If you look at the area around the tennis courts, pool, pavilion and playground, there really is no room to put a basketball court. So, I want to have everyone go back to their VMs and say, “We are talking about putting in a basketball court.” There really isn’t room to do that unless you take away the parking area, which I think we want to do. I think it’s a great idea, but if somebody has a different location, that’s wonderful. I’m not against the basketball courts, but I don’t think there’s room at the playground.

Mr. Showe: The District has an engineer, so if the Board directs that we will review that.

Mr. Sherbin: I was supporting a basketball court and several people brought it up in the survey. What the survey showed was that they didn’t want to contribute money in an assessment.

Mr. Sherbin: I just wanted to get on the record that I'm not seeing any drainage maintenance line item for this year.

Mr. Art Breitner (Kingswood): I think there is a huge misconception that the amount of money homeowners pay is exuberant compared to Suntree. We all agree that we have to increase assessments in the future. So, we had that discussion, but I think it's very important that we somehow create a graph or document that doesn't have to be specific to the neighborhood. I think we want to try to educate the Baytree homeowners that the amount they are paying for taxes and yearly assessments is in fact a real bargain compared to the rest of this area.

Mr. Mills: Art, I think anyone who is faced with an assessment, especially the size that we just had, none of us liked it. None of us on this Board wanted it. We fought back and forth about raising it \$300. We were left with a choice. How do we let the people know? Hopefully we can do that at the December meeting when we go over what has been accomplished and why things were done the way they were done. We have had, basically, an analysis done of our streets. I'm going to suggest that we have another workshop where we come out with a Strategic Plan of where we are going to go, how we are going to get there and look at whether we need to raise the assessment 1%, 2% or 3%. I'm not in favor of what we just had to do. We had to do it. We had no choice.

Mr. Breitner: I totally understand that.

Mr. Mills: You bring up a good point.

Mr. Brown: Could I ask Art something?

Mr. Mills: Sure.

Mr. Brown: Art, did you work with Wayne about maybe helping to develop a new communication mechanism for the community?

Mr. Breitner: Yes.

Mr. Brown: I think your point is absolutely spot on. Maybe when Wayne gets back, when you meet with him, I would be happy to participate. I'm sure anybody here would, but only one of us can. Because I think the communication piece that you are talking about is absolutely paramount.

Mr. Breitner: I want to do it. I'm looking for input from the VMs and this Board. We will be distributing something probably monthly. I think that would go a long way.

Mr. Mills: I agree.

Mr. Showe: I can also volunteer if there is a time where the Board wants me to. We have a CDD 101 discussion that gives you the basics about what a CDD is, how it operates, the difference between the CDD and HOA because a lot of people are confused. Maybe that's something at the December meeting we can put together. It starts out as generic and then we narrow in on each District. So, it may be something that we can work together on. If there's a better time, I can come out and do a presentation. If I'm available, I will make myself available.

Mr. Mills: Art, maybe what I can do is pass this onto Jason and let him circulate that to you and Wayne. You are welcome to publish that because its public information.

Mr. Showe: I will put it on the website as well. You can just link people right to our website.

Mr. Breitner: I'm not trying to be negative.

Mr. Mills: No. You are 100% right. The sad part of it is and one of the things that I wish Mike and Greg would put on the survey would be how many have read the documents? Because it does explain what the CDD's responsibility is and what the HOAs responsibility is.

Mr. Pawelczyk: That's a great point and for that reason, we provided the information, a two or three sentence blurb about what the CDD does, what the BCA does with links to websites.

Mr. Breitner: We also found that some people do not use a computer.

Mr. Mills: That's true.

Resident (Not Identified): Let me tell you one thing that I read. You have to be a lawyer to figure that out.

Mr. Mills: I know.

Resident (Not Identified): Especially the definition of a CDD. There are a lot of people that will be able to figure it out, but a lot of people don't know what that means.

Mr. Mills: Very good.

Mr. Darby: Mr. Chairman, I see that the representative from the security firm is here.

Mr. Showe: We can take that after we take action on the budget.

Mr. Showe: Are there any other audience comments? Hearing none, we need a motion to adopt Resolution 2019-04.

On MOTION by Mr. Bosseler seconded by Mr. Brown with all in favor Resolution 2019-04 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations was adopted.
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ii. Consideration of Resolution 2019-05 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The second part of that budget process is Resolution 2019-05. This is the mechanism that levies the assessments on the tax bill. Attached to this resolution is the final Adopted Budget with the changes we just discussed as well as the spreadsheet laying out all of the assessments for all of the properties. If anyone would like to inspect it, we have it here and its available, but it is just an Excel spreadsheet with everyone's address on it. With that, we can take public comments on the assessment portion.

Mr. Mills: Please understand there's no assessment increase this year.

Resident (Not Identified): Is there an increase over the \$1,500?

Mr. Mills: The assessment is \$1,800.

Mr. Showe: They are reapproving that assessment for the next year. If there are no other questions, we need a motion from the Board to approve that resolution.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor Resolution 2019-05 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

Mr. Showe: We need a motion to close the public hearing.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the public hearing was closed.

Mr. McLeod joined the meeting.

Mr. Showe: Do you want to return back to security?

Mr. Darby: Yes.

• Community Updates – Security (Item 2A)

Mr. McLeod: I want to apologize for being late. I received misinformation about the time of the meeting. Does anyone have any questions for me about security?

Mr. Mills: I hate to be a pain, but I have several issues. I talked to Matt about the gentleman who comes on at 3:00 p.m., the heavy-set gentleman.

Mr. McLeod: He's no longer with us.

Mr. Mills: There seems to be an issue ongoing that when the resident pulls up to the gate and a guest is coming in, when both arms open the guest should not have priority to the entrance. It should be the resident. I told Matt not to open that arm until the resident is through and then

open the arm. I told him a number of times and it continues to happen. It happened to me yesterday.

Mr. McLeod: I'll reiterate that. That happened to me today too. Here's the problem, when he opens the gate for me to come through, the resident comes flying in and their gate arms goes up because their transponder responds. There's nothing we can do about that. We can wait and try to see that happening, but in that particular instance there's really nothing we can do about it because once the gate arm has been opened, we can't manually shut it. It's on a timer. So, when Matt hits that gate arm, let's say somebody comes in and they are driving at a high rate of speed and they hit the transponder, that gate is going to open at the same time. There's absolutely nothing we can do about it. I understand your concern. It is a problem. I agree with you. You have to pay attention.

Mr. Showe: I think we always approached it if he looks out and sees a car coming.

Mr. McLeod: He knows that. He called me about that.

Mr. Pawelczyk: If I could comment on it. It just happened to me. It has nothing to do with your gate attendant. They opened the gate and by the time I put my license back into my wallet, there was no one behind me so I was taking my time, but a resident came up to the gate going a high rate of speed and we arrived at the same time. I let him go because if I don't it's going to be reported back to the Board. Maybe the gate attendant, when he gives back your license can tell the guest to yield to the resident. You can't foresee ahead of time someone who is going to cut in.

Mr. Mills: Also, several times if there is a line coming in on the guest side, the arm remains up. They don't lower it. It should be lowered car after car.

Mr. McLeod: You are absolutely right.

Mr. Mills: The other thing is, which disturbed me is that one of the contractors that I was working with in the front was given a one-year pass to come into the community.

Mr. McLeod: That absolutely should not happen.

Mr. Mills: It absolutely should not happen. A contractor even bragged, "I can come into the community any time I want to." Even though its public, that's the comment he made.

Mr. McLeod: Can you tell me what contractor that was?

Mr. Mills: Best Electric.

Mr. McLeod: I will take that at the gate on my way out.

Mr. Darby: We need to make sure that a resident didn't authorize a year pass.

Mr. McLeod: Absolutely. Most contractors have all received a one-year pass because for lack of a better term, they are a permanent guest, like the pool vendors and landscapers. So, you are absolutely right. In this situation, they should've been given a temporary, but I don't know what the entire situation was. Maybe they got a permanent pass from another resident. We can't control that. When the resident tells us to issue a pass, that's what we do.

Mr. Mills: But on the flip side to your credit, when I took my car in to be serviced and I got a loaner car, when I pull up to the front gate and give Matt my license, even though I think he knows who I am, he gave me a temporary pass for two days, even though I think I only needed it for one, but I did need it for two. He gave me a temporary pass with a deadline on it, not a year. So, there are always two sides.

Mr. McLeod: I'm glad to hear that.

Mr. Mills: One other thing and then I have a problem for you. I was at the guardhouse waiting for Best Electric to arrive. I looked at the monitor and they are not monitoring the rear gate. I asked why and they said because we can't see all the way over there.

Mr. McLeod: I was here a couple of weeks ago because I had to change out the scanner. It broke. Apparently, it stopped working so I had to send it back up to Tech Solutions to be repaired. They gave us a new one. While I was installing it, I looked to see if everything was back up. In fact, Jerry was there and saw them. We can check on that.

Mr. Darby: I asked specifically how they were monitoring all 14 screens and the guard, Mike, told me that he looked at every single one, including the back gate. So, he satisfied my curiosity that it was being done. Whether it's being done consistently, I don't know.

Mr. Mills: The other thing is that I've received several compliments and I will also compliment Matt. He is doing an outstanding job.

Mr. McLeod: He's the site Supervisor.

Mr. Mills: Yes, I know that, but he needs to be acknowledged that he is doing an excellent job. I stopped and told him that. I told him that I was going to bring it up with the Board today that he is doing a great job.

Mr. McLeod: I appreciate hearing that. Matt is sharp. He actually worked for me at the hospital in Rockledge. He is very knowledgeable. He's good, I really like him. I'm glad he's here. He really picked up on the system well. So, whenever I have to hire a new officer for this

site, I'm very comfortable with Matt training them. He gets them up to speed fairly quickly now. So, we are trying to iron out all of the bugs that we had when we first started, but we seem to be getting it now. We will keep tweaking it until we get it all right.

Mr. Mills: Thank you. Jan?

Ms. Jan Hill (IOB): I sent in a compliment.

Mr. Showe: I immediately got to that. Absolutely.

Ms. Hill: We also did another good thing the other day. I had a resident inform me that someone had asked for her address and phone number and the guard refused it. So, she felt very, very confident that he's doing his job.

Mr. McLeod: Good. We shouldn't be giving out any information like that.

Mr. Mills: Does anybody have any other questions?

Resident (Not Identified): I agree with the compliment for Matt. He was very helpful to me. My transponder was not working for at least six months. I called numerous times. I need a new transponder. Am I the only one who is still having a problem with that? I'm annoyed that I can't use it. What can I do?

Mr. Showe: If you chat with Will, he's normally here Monday's at 10:00 a.m. It sounds like we just need to replace your transponder.

Resident (Not Identified): I think so. The lady I spoke with keeps telling me that I don't.

Mr. Showe: We will swap it out for you and that will take care of your problem.

Resident (Not Identified): Thank you.

Resident (Mike Sherbin, Windsor): I noticed a lot of times coming in after midnight that the lights in the gatehouse are off. I just wanted to know the reason.

Mr. McLeod: They shouldn't be. I will give you the reality of that situation. If you've never been in security before or are used to it, if it's dark outside and light inside, the guards can't see outside. You can do this at your own home. You can't look out your window and see outside. If you turn lights off, you can see outside. You can see cars approaching you. More importantly, you can see people approaching. In the world that we live in, a lot of times when people want to do harm, it's usually at night. The reason the lights go off a lot of times is really for two reasons. The first is to be able to see and number two, especially with the summer months and we can all attest to this, is the bugs. They are trying to get to the light and when you

have that door open and shut, they get in and it's a nightmare. That's the reason. We should be dimming the lights and not shutting them off. I don't know if we have one.

Mr. Viasalyers: There was a recent problem with the bulbs. I was there on Monday correcting that issue. We only have one bulb. That might have been what you noticed.

Mr. Darby: Bill, I have a couple of issues. As you know, this Board is going to consider an increase in the fees, primarily to give the officers a better way, from \$10 to \$13 for the basic guards. I think its \$13 to \$15 if it's a supervisor.

Mr. McLeod: Yes.

Mr. Darby: There are a couple of things that as a Board and me particularly, being in charge of security want to be reassured of. We want to have a better quality individual and we want to have a say in the individuals that are retained. So, I think at one time you stated that you were going to fire everybody and hire new. Matt for instance is someone we want to retain.

Mr. McLeod: Absolutely.

Mr. Darby: There may be others and this Board can advise you on that, but we want to make sure that we have some say in those that are retained and the amount we pay.

Mr. McLeod: Of course.

Mr. Darby: The other is that we need DSI to devise a plan for quality control that not only for the first and second shift, but also on the third shift. We want to make sure that the quality of their service is consistent on all shifts regardless of who is at the gate. We had incidents in the past where the night shift and the third shift has been suspect. So, we want to know what your plan is to address that.

Mr. McLeod: We already have that in place. I'm not making excuses. I don't want the Board to think that I'm trying make excuses, but the reality is we have Field Supervisors. Right now, I have a couple of sites that have been a real pain. My Field Supervisors had to shoulder a lot of responsibility to those posts. Typically, the Field Supervisor should come out at night. Baytree is one of them where they will come and inspect. They will actually sit back and watch the officers for a little bit. We have 45 sites and around 300 officers on posts. So, it's hard to get around every night. We typically try to hit post at least once every two weeks. The ideal thing is every once a week is to have a Field Supervisor check each post. I'm out here quite a bit to check the day shifts, but the night is typically shouldered by the Field Supervisor; however, you have

my direct telephone number. If you have anything suspect, please call me. I will get in my car and drive out here personally.

Mr. Darby: I know, but that's not the point. The point is that I want to have a routine of quality control of a stated frequency, which you can communicate to the District Manager on each of those shifts. So, its once a week, once every other week, but I want to make sure that all shifts are covered.

Mr. McLeod: Yes sir.

Mr. Darby: That's not a metric that we can measure and evaluate your performance. As a point of information, do incident reports go to Jason? Does every incident report go to the District Manager?

Mr. McLeod: Yes.

Mr. Darby: Could I have copies of those?

Mr. Showe: Sure. Typically, I think if there's something that is going to have a community wide impact, I get that out to the Board, but if there are minor incidents, I don't get involved.

Mr. Darby: The other issue is if is confirmed that the second shift locks the pool bathrooms. Correct?

Mr. McLeod: Yes.

Mr. Darby: At the last meeting, we wanted them to address the issue. If there are people in the pool beyond the stated closing hours, they are to ask someone to leave and if they don't comply, then he is to call the police. That should be in the Post Orders. Thank you.

Mr. Showe: Is there anything else? Hearing none.

Mr. McLeod: Thank you very much.

Mr. McLeod left the meeting.

C. Consideration of Sidewalk Assessment Agreement with Brevard County, Florida

Mr. Showe: This is related to the paving program at the pavilion. The County by code, requires us to put in a sidewalk.

Mr. Reiderman: It's for an ADA path. They have a provision that says, "If you can, put in a sidewalk." We are saying that doesn't make sense. They want us to sign a waiver agreement saying, "Okay, fine. If it doesn't make sense, but there is a Waiver Agreement."

Mr. Mills: I have a real issue with that in the fact that we had to pay \$750 to sign a waiver. That's bribery. It's public bribery.

Mr. Showe: At this point, I think that's what is holding up our permit. Is that right?

Mr. Darby: It is.

Mr. Reiderman: We submitted the plans to the County. One reviewer did not give us comments until the 26th of this month. Because the soil bore was only 3 feet deep, she wanted us to revise our calculations to be super conservative to only be 3 feet deep for how well water would infiltrate it. We did that and submitted the calculations to her with treatment volume. She said we showed too much water would infiltrate to redo the calculations again

Mr. Darby: Is she requesting that we redo the borings to a deeper level?

Mr. Reiderman: I was able to get it to work with the more conservative number.

Mr. Mills: You worked with the County before. Would it be advantageous for one of us to meet with the County Manager?

Mr. Brown: To do what?

Mr. Mills: Listen. To ask why or are we just banging our heads against the wall?

Mr. Brown: Why don't we ask our illustrious Curt Smith?

Mr. Showe: Don't even mention it.

Ms. Witcher: Is he going to come for free?

Mr. Darby: Jeremy, as I understand it, all of the issues they had have been responded to. You now responded to the last issue, which hopefully met their needs. So, the only open issue that I'm aware of is this waiver. Is that correct?

Mr. Reiderman: We had unofficial comments given to us in an email, which we addressed on Monday. We were supposed to get approval. We received it yesterday. We just received an email from her at 11:45 a.m. that she had additional comments. I showed that it infiltrated 2,900 cubic feet of water. The required treatment volume is 1,900 cubic feet of water. I'm going to call her and say that we met the standards with the higher amount. I'm working on doing this as quickly as possible. I'm sorry that we didn't get responses quicker.

Mr. Darby: If in fact, they want us to build a sidewalk to nowhere at a future date...

Mr. Showe: I think in the future it wouldn't be to nowhere. What they are saying is if the golf course for some reason, out of the kindness, decides to build a sidewalk all the way around, this would have to join it and we would have to pay for it.

Mr. Mills: Pay for it at that time.

Mr. Showe: That's what this waiver essentially says. The County code said you must have a continuous sidewalk all the way around. This waiver is essentially saying, if in the future, we feel like you need to comply with this code, you will comply with the code. But for now, we are granting you a waiver. If in the future it would need to be built, it would be about \$8,100. I'm not sure that I ever see the golf course voluntarily putting in a sidewalk all the way around that lake and in front of the pavilion. So, I'm not sure there's much impact at this stage. We already paid for the waiver so what is outstanding is the signing of the document.

Mr. Darby: I would just do it.

Mr. Showe: We need a motion to that effect.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor execution of the Sidewalk Assessment Agreement with Brevard County, Florida was approved.

Mr. Showe: We will have it signed tonight.

Mr. Darby: Jeremy, would you keep me posted on any further comments from the County?

Mr. Reiderman: Yes.

D. Discussion of Issuance of RFQ for Professional Engineering Services

Mr. Showe: This item was requested by one of the Board Members.

Mr. Mills: That was me. Jeremy, first of all, I want to say that this is nothing against you personally. I have hard time, as I know William has, in getting correct information on situations, especially the gentleman at the end of the table. He has an issue with regard to his floor. You and I discussed this, as water seems to be penetrating and lifting his floors, causing them to be warped or whatever the problem is. Maryelen said to me that could happen. He is 4 feet, maybe 5 feet above where the water is. You said to me that it should not impact it. The other issue is that the sediment pond for the Space Coast Credit Union is higher than the table where the water is on his yard, which is my estimation is not our problem. It is Space Coast Credit Union's problem because they are causing the water to come off onto this gentleman's property and CDD property. The berm is not being maintained as the original agreement was between the County, Space Coast Credit Union and ourselves. So, I have lost trust in your organization by getting

differences of opinion. We need an engineering firm that gives facts. What I liked about you today was you came up and said something about the playground. We have not had that in the past. To me, when we discuss an issue, the engineer should be able to say, "You know what? I have this input that I need to give you." You need to give us information so that we can make the right decisions and I feel we have not been getting that. You have been or Atkins has been our engineering firm ever since I have been on the Board. We had our issues. Maybe it's just the one individual. I don't know, but with that discussion, I'm going to let the Board decide and we will go with what the Board's wishes are.

Mr. Brown: Wow.

Ms. Witcher: Can we request Jeremy to be at our meetings and have him handle our account?

Mr. Showe: The Board can certainly do that. There's nothing in their contract that says, "This is the engineer we assigned to your project," but it's certainly a request you can make.

Mr. Mills: Mike? Is the agreement we have with any contractor a 30-day contract?

Mr. Pawelczyk: There's a 30-day termination clause in that contract.

Mr. Showe: We don't recommend going down that route until you have another vendor secured.

Mr. Pawelczyk: If I can interject because Jason and I spoke about this before the meeting because I asked what was on the agenda. In order to retain another District Engineer, we need to go through the Consultants Competitive Negotiation Act (CCNA), which takes some time to do. So even if you were to do that or do that again, Atkins could submit their qualifications and then you could decide if you wanted to change or retain them. You would enter into a new agreement after that. One thing with this process is you are really just accepting qualifications. There are no dollar signs included in the bid submittal.

Mr. Showe: They are not required. Some vendors put them in.

Mr. Pawelczyk: We make sure that they don't put them in, hopefully, because that's not supposed to come into your decision making process. If you can negotiate a contract with that number one ranked firm because the rates are too high, when you go to negotiate that contract, then you just go to the number two ranked firm. So, I just wanted to outline the process. The other thing you can do is you could ask for an amendment to reflect a primary engineer that you

would like to see at your meetings and to do your work. If Atkins says they are not willing to do that, then you can go through the process. It's up to you.

Mr. Mills: Thanks Michael. William, share your experience with the Board with Maryelen.

Mr. Viasalyers: It's been difficult to schedule certain things. She cancelled at the last minute or waited until the day before, which is kind of typical for any field. We have no difficulty getting information from her. I just have a problem with the last-minute cancellation. I scheduled around her and then all of a sudden, five minutes before or ten minutes after she lets me know she can't make it. I haven't had experience with Jeremy. He seems to be a lot better of an engineer. He's a lot more responsive or a lot more detailed. It's nothing personal. It's just Maryelen. She doesn't seem to be qualified. My experience with other Districts is about the same.

Mr. Mills: I would like for us to stay with Atkins if any way possible. Maybe what we need to do is just request if Jeremy is willing to do that, to be our lead person with Atkins.

Mr. Brown: I think that should be put into a written letter to Atkins and let's see what kind of response we have. We can always do what Mike says. We can always go back out. I've had engineering issues with the developer, my own property, to the point where I had to hire my own engineer who dug up Old Tramway Drive so that Old Tramway Drive didn't become a lake all the time. Do you remember when they cut the gutters on both sides? That was caused by the engineer I hired. Because of the water issues and other issues around here, I was always told in Florida that water from your property cannot drain on another property owner's property. That's why there are swales in between. So, when you just said that Space Coast Credit Union has their lake higher than it potentially should be and its draining on my property, I'm saying, "Let's go back after the Space Coast Credit Union." At the County Commissioners meeting when we were trying to fight the building of that beautiful garage so that it could handle the 600 people moving up from South Florida. That never happened. Every County Commissioner was told that Space Coast Credit Union exceeded their requirements based on the law as it related to the conservation, digging and everything else around that parking lot. If that's not the case, then go after Space Coast Credit Union with a howitzer. If the water is coming off of their property onto yours, it's their issue. Not ours.

Mr. Mills: Thanks Rick, but let's get back to the subject at hand with regard to the engineering, which was part of your statement. What is the Board's desire?

Ms. Witcher: I would like the letter to go out asking if we can have Jeremy. Are you willing to do that if they say you can?

Mr. Reiderman: Yes.

Mr. Pawelczyk: If I could just interrupt. It's kind of unfair for him to answer. He has to go back and talk to his people. I don't even think you need to send a letter so you can request that he go back.

Mr. Showe: You can make that direction today.

Mr. Pawelczyk: You can get back with the District Manager in a week and let them know what you are willing to do.

Mr. Reiderman: You are the client and we are here to serve you. If that's your desire, we can do that. I like doing this type of work. I am on the Palm Bay Infrastructure Advisory Board. In Palm Bay, our street does not have an HOA. We have drainage problems. I talked with residents on the street to get it fixed. So, doing this type of work is what I'm used to.

Mr. Mills: Let me ask you, Jeremy. What would the process be for us to retain you as our representative from Atkins?

Mr. Reiderman: What you just said.

Mr. Showe: If the Board is requesting that today, he can go back and let me know if that is something this company can accommodate.

Mr. Pawelczyk: Atkins can just send a letter to the District saying, "From this point forward, Jeremy will be your primary engineer." I don't think you need a contract amendment.

Mr. Showe: No.

Mr. Pawelczyk: You have the 30-day termination if we have to.

Mr. Darby: I would just to make a couple of comments. I have not had the same experience with Maryelen. I was kind of neutral with her at first until we had the meeting with Advantage Concrete. She brought up a number of points that saved us dramatically in the design. She's a quiet individual by her very nature and that sometimes gets mistaken for lack of knowledge, but I did not find that to be the case. Having said that, we had Atkins for a number of years, and it is probably appropriate at some point in time to do an RFQ with an engineering firm to see whether or not we are getting that best value, whether that's right now or in the next fiscal

year. However, we've been with Atkins for 10 years and it is probably better to see who else is out there.

Mr. Brown: I'm not opposed to that.

Mr. Darby: In the interim, we can still make our request.

Mr. Brown: I would recommend in the interim we send the notice to Atkins to request Jeremy as our lead person at these meetings, but I'm also not opposed from a due diligence standpoint, going out for proposals like the auditor.

Mr. Darby: How do you feel, Mel?

Mr. Mills: I could go either way. I like Atkins. They have done a good job by us. If you look at the past ones, we only had issues with two people. Is that correct, Jason?

Mr. Showe: That I can recall.

Mr. Mills: That we can recall. We basically had the same issue with the first one when we had Melissa come in. Melissa was excellent and I think all of you knew her. She was an excellent engineer, as is Jeremy. Maybe what we should do is just let them go forward, keeping the RFQ in mind in the next budget process.

Mr. Showe: By any motion of the Board, we can do that. It's just a document where we switch the District name. We already have the documents/forms so at any point the Board wants to change that, we can do that.

Mr. Mills: Why don't we just retain Atkins for now. Jeremy, you are the shining star.

Mr. Reiderman: I had two points. One is that Atkins was not the cheapest engineering company and we know the history of the District. We had all of the drainage plans.

Mr. Brown: That was a very good point.

Ms. Witcher: When they got their permitting, they traded off some of their space that they were supposed to have for drainage to some place in St. Cloud. I don't think it's what it normally would've been. If they had let him trade it off. The area has always been wet.

Mr. Brown: When we planted that, Carolyn, we had it graded. They came out and had it graded so it would drain that way.

Mr. Darby: Right.

Mr. Brown: I met with the guy who did it, along with Tropic-Care. It was evident to us with Jeremy being there that number one, the swale is not being managed; number two, the water

level is higher over in their retention pond than we are on this side. So, it definitely is a Space Coast Credit Union issue. There's no question about it. Am I right, Jeremy?

Mr. Reiderman: It is what it is at this point. The normal water level is set by a concrete box. Then it discharges to the wetland during the wet and dry seasons. Right now, we are in the wet season and it's a foot higher. It literally can fluctuate.

Mr. Brown: Is that their responsibility to control that drainage or ours?

Mr. Reiderman: It all goes through that wetland and a culvert that crosses the road. It goes to I-95.

Mr. Brown: Who is responsible for that culvert.

Mr. Reiderman: The County. You do pay taxes for the stormwater maintenance.

Mr. Mills: Would you recommend that we send a letter to the Space Coast Credit Union on behalf of our resident saying that they are in violation of the agreed upon memorandum that we signed that they are not maintaining the swale, which is definitely causing some of the issues with drainage.

Mr. Reiderman: I think we have to look at that. This is the first I've heard of these particular issues.

Mr. Pawelczyk: As you stated there's a violation of some contractual provision, a provision between the District and the Space Coast Credit Union or if it's the agreement between the Space Coast Credit Union and the County, then it becomes a tri-party agreement.

Mr. Mills: It's a tri-party agreement.

Mr. Pawelczyk: If that's the case, my recollection was that Code Enforcement should be enforcing the terms of that agreement, just as if they were enforcing it to Code Division. A phone call to Code Enforcement from the District or a resident, should be sufficient to at least get someone out there to look at it. I think that would be your first step and if the County doesn't do anything, then you might have to spend some money to determine where this water is coming from. Is it flowing in the direction its permitted to flow? I don't know the answers to those questions, but I think you are right. If it's a County responsibility to enforce or to maintain a culvert, we should let the County do that enforcement. If they don't maybe a meeting with County staff would be helpful to come up with a solution. If it's like Jeremy says, "It is what it is," which to me means that lawfully they could be okay. I don't know the answer to that question, but if everybody is doing what they are supposed to do under the permit, then maybe

the parties need to get together to come up with some solution and the County could or should help to make that happen. We are brainstorming now.

Mr. Reiderman: I could review the Credit Union Stormwater Plan.

Mr. Pawelczyk: I could get you the tri-party agreement.

Mr. Reiderman: Is the pond at the elevation it's supposed to be because if it's too high, the water will seep through the berm and go on your land. Then it's a question of whether the pond elevated more than its supposed to be. Ponds stay higher during the wet season.

Mr. Brown: Based on your experience, if Jason picks up the phone and call County code people and ask them to come out and take a look at this particular issue with that berm, how long would it take them to respond and say when they will be out there? I'm just asking. I'm not going to hold you to it.

Mr. Showe: As an example, when they were constructing that property and we got a hold of County Code Enforcement, they were fairly quick about coming out.

Mr. Brown: It's also a political issue.

Mr. Showe: I also copied the Commissioner and the County Manager so they could apply some extra pressure.

Mr. Pawelczyk: Typical Code Enforcement responds within a couple of weeks. I do code enforcement as well. Typically, those inspectors, depending on where you are, are going to respond within a couple of weeks to look at it. I think the difficulty in this one is that you are going to have to send the right code inspector, meaning someone who understands what happened. They are going to have to do some research. It's not like they are looking at the code to see whether the person built the driveway too big.

Mr. Darby: Excuse me Mike, but do we need an Engineer's Report documenting this as an independent third party that you can include in your complaint to the County?

Mr. Showe: Not necessarily, but like they show in the agreement, say, "This is what they are supposed to be doing. In your opinion, are they in violation?" That's all we really need.

Mr. Brown: We don't think they are in compliance with this provision, please look at it.

Mr. Mills: But they also approved the plan and the water level like he said.

Mr. Showe: That was all outside of the CDD, but he can look at that for sure.

Mr. Mills: I know, but my statement is, they approved a stormwater management pond at a higher level than what we are. The County did that.

Mr. Brown: You're right.

Mr. Reiderman: Let me research this more.

Mr. Darby: Okay.

Mr. Mills: Okay, great.

Mr. Reiderman: I want to verify if the pond is staying elevated. So, I would have to get a picture of the pond in relation to their control structure. I'll send a follow-up.

Mr. Brown: I think there's an urgency to this.

Mr. Mills: Absolutely.

Mr. Brown: From the standpoint that its now August. I've lived in Florida for 20 plus years and September is hurricane month. We have homeowners that had water issues for a number of months, if not longer than we talked about so the sooner we can get Code Enforcement out here, the better. I don't know how its arranged. You and Jeremy can be there when the guy comes, so you can explain to him. I don't know how this process works.

Mr. Showe: Typically, someone in an office takes the complaint, puts it in a form and they show up when they show up, but we can always request that somebody be present.

Mr. Brown: It goes into someone's desk.

Mr. Pawelczyk: The key with Code Enforcement is like any governmental agency or an entity. You need to follow up because Code Enforcement isn't going to send Jason an email, "Oh by the way I checked on this for you." You are just going to do it and they are either issue a violation or file a report. So, it's important for us to follow up and say. It's almost like a public records request.

Mr. Brown: I hate to ask, but is this something that we would copy our County Commissioner on?

Mr. Showe: If I send it via email, I would likely do that and the County Manager, obviously with engineering's confirmation, then yes, we believe they are in violation of maintenance of the berm.

Mr. Mills: I think we should do that.

Mr. Showe: I will prepare it.

Mr. Brown: And we think it's causing adverse conditions.

Mr. Mills: We also need to include his name and address.

Mr. Showe: Right.

Mr. Brown: Again, how long is this going to take?

Ms. Witcher: We don't know.

Mr. Brown: If I was in your spot, my first question is how long.

Mr. Sherbin: I just want to point out a couple of things. One is that I'm not going to blame the CDDs water for causing the problems. In fact, as a lay person who sees the ponds, it raises the water table and raises the water in our pond. Now I do believe that the drainage that goes through there, is CDD water and instead of going up against the Space Coast Credit Union, I just want you guys to put some drainage in and grading a little bit so that when it goes into the conservation easement, you have be under the effects. Mr. Mills, I took a picture of the blue that has the barrier in it, it was properly installed to the sense that we should've sealed the top first before it was installed, but it was in the summer of 2016 while it was dry. The issue really is that it can't be dry, and I just wanted to increase as much as we could, the amount of water that flows through there into the conservation area. Maybe grade that slope a little bit and reduce it. That's all I really want. We could get \$10,000 or \$20,000 out of the Space Coast Credit Union and that is fantastic.

Mr. Mills: First of all, we appreciate your patience. I guess what we are saying is to please be patient for a little longer. The guy that we had out there said it's too wet for him to do anything right now. It's not going to accomplish anything. So, we have to wait until we get into a dry season.

Mr. Sherbin: I agree.

Mr. Mills: So, we have time.

Mr. Showe: I would expect that we could get the complaint into Code Enforcement within a week. You have seen with the permit how long that process has taken so once it's there, we will continue to follow up until we get some kind of answer.

Mr. Brown: Then I will be the first person to also say if our property is draining onto his and it shouldn't be, then we need to fix that.

Mr. Sherbin: It goes right down the middle.

Mr. Brown: I'm relying on the engineer to tell us what we need to do so that we are in total compliance with whoever regulations it is, whether it's the County, St. Johns River Water Management District (SJRWMD) or whatever. I don't want our water draining on someone else's property that enters their property. That's not the way it's supposed to be.

Mr. Mills: I think it's a three-fold piece.

Mr. Brown: I want Baytree to look pure on this,

Mr. Mills: I totally agree.

Mr. Brown: Because we have had issues with the Space Coast Credit Union. I don't want them coming back. All of the politicians basically blew us off the table at that meeting. So, I want to make sure that God is on our side when we go back and tell them, "This is your issue."

Mr. Mills: I understand.

Resident (Not Identified): The comment I wanted to make is for us who lived here for a long time and own property here, this is a very common problem. The issue you are describing, they have hundreds of cases and they have a process in place to do it. They have all of the plans and the drainage information. They would make an assessment and say the one that needs to make the changes is us or the Space Coast Credit Union. So, they have a process in place.

Mr. Mills: I understand the process. My only concern about that process is I'd like to have my advocate here, there, when their people come and take a look at it. That's all I want.

Resident (Not Identified): They would actually prefer that.

Mr. Mills: If I need to be there, I will be there.

Mr. Showe: Absolutely.

E. Discussion of Curb Painting/Sealer

Mr. Showe: I think Mel had some information on that.

Mr. Mills: Yes, I do. We have discussed sealers and there aren't any. I just happened to be on the airplane that opened up a franchise. There is a franchise for sealing sidewalks. I happened to find a sealer on the internet. It comes in colors from pure white all the way to black. I would strongly suggest that the Board look at this and come up with a determination, so we don't ruin our sidewalks to the point where we have to replace sidewalks. Because if you walk through the community, especially older communities, you can see the stones starting to come up through. Once that happens, the only thing you can do is replace them. We don't have to take action on this today, but since this is Carolyn's responsibility, I'm going to give it to her, and she and her husband can get a franchise.

Mr. Viasalyers: If you make that commitment, then you are committed to maintaining it in the future.

Mr. Mills: Carolyn, if I may. I wanted to read this part. It says, “They are UV resistant, breathable and easy to apply with a roller or sprayer. A surface is sealed with a foundation on an acrylic concrete sealer, resistant to deterioration caused by surface abrasion, water absorption, discoloration and fading and the formation of mold, mildew and efflorescent.” So, it’s an acrylic seal. I have the perfect example if anyone wants to look at my sidewalk. When I moved into Baytree in 2001, I had more water coming across my sidewalk than Niagara Falls. My sidewalk was orange. I was power washing it every week down to the pebbles. I submitted an application to the ARC. I had an Ivy engineer. My sidewalk was resurfaced. When I did the pattern on the driveway and walkway, I had it sealed, but you’re right. Every four or five years, I need to have it resealed. Otherwise, it won’t maintain itself. I’ve done that ever since 2001.

Mr. Darby: I think if we went forward with something like this, we would want to see an install that’s several years old. I talked to individuals about what the maintenance requirements are, and we do a test patch and see what happens. I too have had the same experience. I had tilted up concrete on a four-story building that got absolutely stained with all the dirt in New York City. We power washed it and put a sealer on it and it worked perfectly. The maintenance on the building was far easier than power washing it every two or three years. So, there are some products.

Mr. Mills: You are right. There is an ongoing maintenance that you must have in order to keep it that way.

Ms. Witcher: The commercial guy that I spoke to at Sherman Williams said we must reseal every two years. It’s different up north, but the UV down here deteriorates it. I would hate to have to sit there and do it and then have to scrape it off and then do it again.

Mr. Darby: You don’t scrape it off.

Mr. Mills: Walmart has an acrylic sealer.

Ms. Witcher: It’s not for outside.

Mr. Mills: It’s for outside or inside. There’s a warranty behind it. All we can do is investigate it. Would you rather spend \$2,000 on sealer or \$5,000 or \$50,000 on replacing sidewalks?

Mr. Brown: I like Jerry’s idea. Let’s take a look at it and if it makes sense, let’s do a test area.

Mr. Showe: We can even do a couple of test panels.

Mr. Brown: It works on my sidewalk.

Mr. Mills: It would also then be available for homeowners to do theirs.

Mr. Darby: Yes.

Mr. Brown: Since they are responsible.

F. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Showe: We sent a schedule that is the same type as our typical meetings, at 1:30 p.m. I did note that you guys might want to have the December meeting at 6:00 p.m.

Mr. Brown: Right.

Mr. Showe: So, I marked that down. I didn't know if there were any other meetings you wanted to change the time for.

Mr. Darby: What about the August meeting, which is usually the budget meeting. Do you want to do it at noon again?

Mr. Showe: That's up to you guys. The schedule that gets finalized will just say the exception and the time for that particular meeting.

Mr. Darby: I would suggest it.

Mr. Showe: Yes, we can do that.

Ms. Witcher: We need to tell everyone because we finished by 12:30 p.m. and started the other meeting earlier than the time we said of 1:30 p.m. So, we need to tell people that it would start immediately after, so they don't come in at 1:30 p.m. and miss an hour of the meeting.

Mr. Showe: I think he's talking about the August budget meeting next year.

Ms. Witcher: Yes, but don't we usually have another meeting afterwards?

Mr. Showe: Not normally, no.

Mr. Bosseler: The boards on both entrances said that it starts at noon.

Mr. Mills: With that in mind, we need to also look at having a special workshop to come up with the Strategic Plan based upon our analysis.

Mr. Showe: If you have that date now, we could just add it to the schedule.

Mr. Bosseler: At that special meeting, could I suggest that we dive into this microsurfacing issue because based upon what Jerry was talking about, there could be a substantial savings in still keeping the quality of the roads.

Mr. Mills: Do we want to do that in the morning like we did before?

Mr. Darby: Yes.

Mr. Mills: And then break for lunch?

Mr. Darby: Sure. I would suggest sooner rather than later. I would be amenable to the October meeting.

Mr. Showe: We could have the workshop in October.

Mr. Bosseler: At 10:00 a.m.?

Mr. Darby: Yes.

Mr. Showe: And then the regular meeting?

Mr. Darby: Sure, we can do that.

Mr. Reiderman: The microsurfacing was only recommended for certain areas, not the parking lot or National Drive.

Mr. Darby: That's a good point because we need to bring up the fact that National Drive needs to be re-milled and resurfaced, which has been a discussion we have had for a number of meetings. We may want to resurrect that discussion again.

Mr. Mills: Jeremy, do you know much about this microsurfacing?

Mr. Reiderman: Just that I've seen presentations on it. I will ask the Palm Bay City Engineer about microsurfacing.

Mr. Mills: Jeremy, Chris Shane was supposed to give you a reference for West Melbourne. Did he do that?

Mr. Reiderman: No. I can call him.

Mr. Darby: Let's get that and if we need to, you can take a look at that.

Mr. Brown: What I was going to ask is could they microsurface the curbs as well?

Mr. Darby: You mean the gutters.

Mr. Brown: The gutters. I'm sorry.

Mr. Reiderman: Its black.

Ms. Witcher: They don't like it black.

Mr. Showe: Its different material.

Mr. Mills: How thick is the microsurfacing?

Mr. Reiderman: They put it down as an eighth of an inch thick.

Ms. Witcher: Is there development around here that we can look at?

Mr. Reiderman: West Melbourne.

Mr. Brown: Maybe if you get that information from them, forward it to Jason so he can send to us.

Mr. Showe: Absolutely.

Mr. Brown: Separately we can drive down there.

Mr. Darby: Also Jeremy, I believe Chris Shane had said that the Florida Department of Transportation (FDOT) has a particular specification for microsurfacing. Could you forward that to Jason and the Board?

Mr. Showe: Yes.

Mr. Darby: Thanks.

Mr. Showe: Going back to the schedule, just so we know what the changes are, we will have a workshop on October 2nd at 10:00 p.m. and the regular meeting at 1:30 p.m., have the December 4th meeting at 6:00 p.m. and the August 5th meeting at Noon. We need a motion to approve the meeting schedule as amended.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the Fiscal Year 2020 meeting schedule was approved, as amended.

G. Acceptance of Audit Committee Recommendation and Selection of Auditor

Mr. Showe: The Board met as an Audit Committee prior to this meeting and ranked Berger, Toombs, Elam, Gaines & Frank as the Number 1 ranked auditing firm and Grau & Associates Number 2. If the Board is amenable, we would like to have a motion to accept this recommendation and authorize an agreement to be enter into with Berger, Toombs, Elam, Gaines & Frank.

On MOTION by Mr. Darby seconded by Mr. Darby with all in favor approving the ranking of Berger, Toombs, Elam, Gaines & Frank as the Number 1 ranked firm for auditing services and authorizing an agreement was approved.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: The tennis court refurbishment is complete.

Mr. Darby: It looks great.

Mr. Showe: Thank you. I told you they would do a nice job. You just have to be patient.

Mr. Darby: Our practice board needs to be installed.

Mr. Viasalyers: I'm trying to coordinate with the landscapers. It will be done.

Mr. Showe: As far as the sidewalks and tree repair, we identified the trees that need to be removed and are working with the engineer on getting that permit from the County. We will coordinate that as quickly as possible. The guardhouses and electrical boxes and in.

Mr. Viasalyers: The meter for the guardhouse rusted. Its rotted away so I have been working with Mel and Best Electric to try to get a permit approved from Florida, Power & Light (FPL). On August 22nd, they are preparing to that work. The power is going to be out.

, we are still waiting on the resurfacing work. They did a really nice job with the lights and the fence. When they do that resurfacing work, they were also going to replace the benches. I think it would give a fresh look up there, to go along with the pavilion. We already notified security. The gate arms have to be up for a couple of hours. So, if you see the gate arms are up, that's why they are up on August 22nd.

Mr. Showe: Will, if could let them know that day. Is the Board with them funneling all of the cars through the visitor lane as opposed to just letting people through? That's typically what we do. Just funnel all cars through the visitor lane.

Mr. Mills: We have another meter box, which also needs to be repaired.

Mr. Viasalyers: Yes. That's just past the guardhouse coming into the community that controls the fountains. They are going to do that on August 23rd. So, if that happens to be off that's why.

Mr. Showe: We approved the fence along the Rec Center. We are just waiting for the vendor to come out.

Mr. Viasalyers: Yes, we are still waiting for the vendor to get everything in order with their permit process.

Mr. Darby: Do you need a permit for that?

Mr. Viasalyers: Yes.

Mr. Darby: Even to replace it?

Mr. Showe: If you are replacing a fence, yes. We had to get a permit when we did the fence on the tennis courts.

Mr. Mills: Just installed some meter boxes.

Mr. Showe: Will and I will begin working on the gate system at the Rec facility and will try to bring you something at the next meeting. We will bring you back something at the next

meeting, at least some competitive proposals on that. The FPL upgrades to the LEDs, the Board approved that. We are just waiting for FPL.

Mr. Mills: I have a comment on that. The lights that we own, which are now going to be turned over to lease from FPL, they are on meters and will continue to be on meters?

Mr. Showe: That is correct.

Mr. Mills: Are they going to adjust the bill accordingly?

Mr. Showe: You paid the electric meter, so the electric meter is yours, but we pay the meter now for the electric use.

Mr. Mills: I understand that, but if we are leasing them that includes the electric.

Mr. Showe: We will double check.

Mr. Mills: The post that they own that we lease, we don't pay any electric on those poles.

Mr. Showe: I think we do.

Ms. Witcher: I think we do.

Mr. Darby: I will double check.

Mr. Mills: I think the lease includes it.

Mr. Showe: We still pay the electric.

Mr. Mills: Could you check?

Mr. Showe: I'll double check. As far as 510 Royston vegetation, we are going to have to wait until the dry season on that one. The guy who does the lake bank restoration is going to look at that and see what he can do, maybe while he is in here doing other work. We talked about the Kingswood Way drainage. Lake 1 access we briefly discussed earlier. We found a location that we think might be suitable. We are just waiting on the vendor that does that lake bank to look at it to see if he can get the equipment through between two houses. What about the Phase II monument cleaning?

Mr. Viasalyers: We will get to it next week.

Ms. Witcher: Can we have the concrete work done? I don't want to wait two years to have it fixed.

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

Mr. Viasalyers: It's in my report.

Mr. Darby: William, just two other things. The landscapers are chewing the heck out of the pavilion posts and splattering mud all over the place. Can we talk about putting up a border all the way around that pads?

Mr. Viasalyers: We have two different options. We can go with rock or mulch.

Mr. Darby: Okay.

Mr. Showe: I think we just received them today.

Mr. Brown: The rocks would be better because then it doesn't get into the yard. Mulch is going to wash right out into the year.

Ms. Witcher: Is it going to affect ADA compliance?

Mr. Darby: No. It's only a border about 1 foot wide.

Ms. Witcher: Would they have to go up any steps?

Mr. Darby: No. William, is Tropic-Care going to clean those courts that have mud on it?

Mr. Viasalyers: They are going to take care of all damages. Their options are to remove the sod, which was \$400 and then he had an option to re-mulch or to install three-quarter inch river rock. The mulch is approximately \$200, and they are allowing \$650. It's the Board's discretion that they want to choose. As far as damages, Tropic-Care will incur that cost.

Mr. Mills: If you do the rock, you don't have to continue replacing it.

Mr. Viasalyers: That's correct.

Mr. Mills: So, you are going to save money if you use the rock.

Mr. Viasalyers: It's not in this proposal, but we can request that, but I'm sure that it would be a lot more.

Mr. Showe: If the Board is amenable, we will just direct them to get it done.

Mr. Darby: Let's get it done. That's all I have.

B. Additional Staff Reports

i. Attorney

1. Presentation of Memorandum Regarding 2019 Legislative Session

Mr. Pawelczyk: If you look at the Legislative Report, there is a memo that we do every year. In the first two pages, we outlined six bills from the 2019 Legislative Session that has some impact on either the District or other Special Districts or the community. So, we worked on this,

distributed it to all of our clients and it helps to minimize the costs. I will outline them. If you have any questions, I would be happy to hear them.

Mr. Mills: I have a question about Chapter 2019-155, Laws of Florida (HB 1159/SB 1409).

Mr. Pawelczyk: Let me just go through the memorandum quickly and when we get to that one, I'll answer your question. The first one is for the Laws of Florida 2019-164, which doesn't impact this District, but there is a petition to create a District. It basically promotes the expansion of boundaries. So, it's not going to impact you guys, but it does impact other Districts that are forming. It allows for an easier expansion process to expand the boundaries. It also promotes, which could impact you, but since the District doesn't own land, it doesn't. It would promote the merger of Districts as well. So, if that comes up, we can address it at that time. The second one is Chapter 2019-15, which increases governmental accountability. We just went through the auditor selection process. You always appointed the Board as the Selection Committee. That's probably the best thing to do for a small District like this. Your Manager recommends it. I know this Board has done that at least since I've been District Counsel, but some cities and county or city commissioners, like to let the citizens choose who their independent auditor is or at least make a recommendation through the Auditor Selection Committee on who that independent auditor is. Some cities appointed a City Manager or Finance Director as a member of that committee. This statute says you can't do that. You also have to appoint at least one member of the governing audit. So, it's not going to impact you unless you appointed an Auditor Selection Committee. If you do, one of you has to be on the Board and Jason, George and the Treasurer cannot be on the Auditor Selection Committee. The next one is Chapter 190-37. This is really for Special District utilities, for instance that have data and technology items that are discussed at the Board level. The Board can now discuss that in private, record the meeting and keep that recording as a public record that is now not available to be disclosed to the public. The reason for that is it prevents hacking into your data system. Chapter 2019-97 on the next page, amends Chapter 112. Congratulations, you all filed your Form 1: Statement of Financial Interests. I wish all of our Boards were as compliant as you are. In the future, you will no longer send that to the Supervisor of Elections. This is a three-year process. I guess the Legislature set three years to implement this procedure, which would allow you to go onto the Commission on Ethics website, pull out that form, enter your information, hit "*I accept*" and then send. Then you would be compliant. So, it

basically takes out the Supervisor of Elections. I guess the Legislature thinks that takes three years. Don't be upset that it takes us a year to get the pavilion parking lot completed and fix the website. Chapter 2019-106 is the next one. It deals with impact fees. It has no impact on you as a District. It just impacts on Districts that are being established or new communities. Chapter 2019-155 is really the most interesting statute. I'm saying that because we don't know if this is going to impact a Special District during the HOA because of the way it's written. I think arguably it could benefit. So, what the statute says is if you did not look at it, local governments are now prohibited from requiring notices, applications, approvals, permits, fees or mitigation for the pruning, trimming or removal of trees from residential property. That's the key term, "Residential property." As long as the property owner obtained documentation from a certified arborist or licensed landscape architect that the tree presents a danger to person's or property. What that means is if my tree is leaning, regardless of what tree it is, even if it is a 100 year old Oak Tree and I hired the arborist and the arborist says, "This tree is dead, diseased or its going to fall in the next 20 miles-per-hour (MPH) wind," if I hold that documentation, I can have the tree removed or trimmed.

Mr. Darby: And you don't have to replant it.

Mr. Pawelczyk: I don't have to re-plant one, mitigation and I don't need a permit.

Mr. Mills: That's good. This is my question.

Mr. Pawelczyk: Let me finish. For cities, there is already a case pending for a "Heritage tree," which I think is a 100-year Oak, it's some special tree. When trees get old and they are not properly maintained and the branches are all over the place, something has to be done to keep the tree alive or it's a danger because everything has been built up around it. So, there's already litigation that is going to come out of this or at least in circuit court. There is a city already fighting this particular provision. It hasn't reached litigation yet, it's more like a special master process. So, more is going to come out of this statute. Expect the city of Melbourne and Brevard County to amend their Tree Ordinance to figure out how they are going to handle this statute. No one knows the answer because it says, "Residential property." Does that mean Mike Pawelczyk's house or does that mean residentially owned? It could mean common area property if its zoned residential. I don't know how the District is zoned throughout, but if our recreation area is a residentially zoned area and is an accessory use to the residential because it's a residential Planned Unit Development (PUD), maybe that means that the CDD wouldn't have to go through

the permitting process. Maybe that means an HOA doesn't need to. I don't know the answer to that question.

Mr. Mills: Okay.

Mr. Pawelczyk: I imagine that's what your question is because it's coming up in other Districts. What I reported is we are monitoring it to see what that means. I think a good argument could be made, "Look, if we are in a residential community, this is residential property."

Mr. Mills: Right.

Mr. Pawelczyk: Its certainly residential, like a swale tree. That's the best example.

Mr. Showe: It's damaging the sidewalk.

Mr. Pawelczyk: We should be able to remove it and not have to mitigate. If we hear anything, we can let you know. If you want to try to do a test case in Brevard County, we can certainly do that. I'll be honest with you; this was effective July 1st. Brevard County doesn't even what to do with it.

Mr. Brown: There are County requirements relative in Baytree. Like the ARC Committee, when somebody wants to take down a damaged tree on their property, especially if it's a hardwood tree, Brevard County has regulations that state, "Given the size of your property, you are required to have so many large canopy hardwoods." The ARC has been dealing with this for years.

Mr. Pawelczyk: If there's anything in the covenants regarding trees, your Declarations of Covenants trumped this, but Brevard County still has a Tree Ordinance that is applicable to all of the homes and all the properties.

Mr. Mills: Right they do.

Mr. Pawelczyk: In other words, if your covenants require a certain canopy, but I don't think they do.

Mr. Brown: I don't think they do, but they mention Brevard County.

Mr. Pawelczyk: Yes. The Tree Ordinance is in the Brevard County rules. This is in there. Milo sent it to Rob. Make sure that Manny knows about it.

Mr. Brown: Send it to Fairway.

Mr. Pawelczyk: I could certainly do so as well. Send it to Fairway. The actual act is in your agenda package.

Mr. Mills: I saw that. Thanks.

Mr. Pawelczyk: Thank Jason.

Mr. Showe: I'm trying to provide information.

Mr. Mills: Thanks.

Mr. Pawelczyk: This is the most interesting one that came out of the Legislature that affects all of us. The interesting part about it is the Property Owner Bill of Rights that's included as part of the legislation. If you read it, you don't know what it means. It's just like a feel good Bill of Rights. It's not the law. It's just sets forth a "Bill of Rights." Which is bizarre. It's really something that I don't know how anyone could get it through the Legislature. It's just like somebody said, "We'll put that in there for you to satisfy you." Regarding the right to acquire, possess and protect your property, I think we already have that right as a property owner. Under the Florida Constitution, the right to use and enjoy your property is already in the constitution. The right to exclude others from your property. You already have that right. I don't know what this means, but the fact that this is in there with this bill, could be that it only applies to individual residential properties. I just don't know how to pro-rate it at this point. It depends on which ways you want to go.

Mr. Mills: Your tax dollars in action.

Ms. Witcher: Does that mean you can't sub or anything down those sidewalks?

Mr. Showe: No. The sidewalks are ours. It has nothing to do with the sidewalks, only the trees. I think what we are saying is that we are going to monitor it and see what the impact in the future is. If we can start removing trees without going through the lengthy permit process.

Mr. Pawelczyk: In other words, let's say the trees on your property is damaging the sidewalks under this Law, if you have an Arborist that comes out and says, "This tree is presenting a danger to personal property because its raising the sidewalk and a branch is going to all, you can come out and cut the tree, as long as you have that documentation from an Arborist and Florida Landscape Architect that says this is creating a danger." From what we understand, that's why the District has a tree program. That applies to the District. If residential property means all of the residential property in the District including the common areas and the right-of-way (ROW), that would allow the CDD not have to mitigate when we were moving an Oak tree that some idiot plan. Then we wouldn't have to put four other trees somewhere else on the property. So that's what we are trying to figure out. Like I said, municipalities, counties and local

governments don't know how to administer this yet because of the way it looks. We will monitor it and keep the Board informed as we go.

Mr. Mills: Thank you, Mike.

Mr. Pawelczyk: I told you I would answer your question. It's come up every time I give this report. Nobody cares about anything else except for the trees. That's other than I have other than to apologize for not being here on time.

ii. Engineer

1. Speed Humps

2. Paving Projects

(a) Pavilion Paving

(b) Roadway Paving

Mr. Reiderman: I met onsite with Mel. The authorization for Atkins was revised not-to-exceed the contract amount. Jason spent the amount and I saw in the budget the amount and that's what we needed from an accounting standpoint. So, thank you for that. Secondly, regarding the drainage issue at 8018 Kingswood Way, I met onsite with Mel and Tropic-Care to evaluate the standing water along the fence. The elevation along the fence is 26.7 and the survey that I looked at on the drainage plans had an elevation of 26.9. I need to look at the SJRWMD permit for the Space Coast Credit Union to verify the design water level. Tropic-Care was instructed on creating a continuous flow path for the wetlands to maintain the drainage.

Mr. Darby: Did they do that Jeremy?

Mr. Reiderman: They were supposed to provide a quote for doing the drainage and for installing the pipe. Did Tropic-Care provide the quote?

Mr. Showe: Not yet, no. At this stage, it's too wet out there.

Mr. Reiderman: So, we gave the drainage plan that Maryelen designed. Did they give a quote for that?

Mr. Showe: No.

Mr. Darby: I think our direction at the last Board Meeting was to do the continuous path to move the brush and see whether that addressed the problem. Then if that didn't address the problem, we are going to go back and find a solution. So, from this standpoint, we just need to know what it is to clear that brush.

Mr. Showe: I think he said that he hadn't gotten to that yet.

Mr. Reiderman: He apologized for the delay.

Mr. Darby: We don't have to make it overly complicated. Let's get the quote on trimming the brush and then we can discuss other items.

Mr. Showe: If it's not much is there an issue with the Board if we just go ahead with the clearing?

Mr. Darby: Not if it's outrageous.

Mr. Brown: Use your judgement. If its \$1,000, you say, "Time out."

Mr. Reiderman: It is a little frustrating because we could've done it before.

Mr. Darby: Two months ago, it should've been done.

Mr. Reiderman: I met onsite with Tropic-Care at 510 Royston. We talked to the resident. Tropic-Care did not want to remove the vegetation across the pond. They were concerned about getting the equipment onsite. Also, there was discussion about the inflow. The resident didn't want the entire inflow side to be removed, only a small portion and to re-establish the previous slopes on that side. So, he recommended having the shoreline restoration contractor provide the estimate. I think you already discussed that. A lot of my report has been covered already.

Mr. Mills: Jason, did you get an estimate?

Mr. Showe: They contacted Bill who does the lake bank restoration. In fairness to Tropic-Care, this isn't what they do. This is outside of their scope. They do more landscaping type of work.

Ms. Witcher: Do we have to restore it back to what it was when the guy bought the property?

Mr. Reiderman: No, but it's such a small volume. What happens is in a storm, it would stage up and you would still have the volume to protect our stormwater.

Mr. Darby: Jason, did you get an estimate from Bill?

Mr. Showe: Not yet. We reached out to him. We are waiting on him to look at the Lake 1 issue. He is one of the few vendors that does lake bank restoration, so he is all over the State.

Mr. Brown: If we need to restore the lake and the only way that we can get to the lake is through his property. He doesn't want us to come through his property. At the end of the day, what happens? We don't go in there and restore the lake. If the lake does something and ruins his

property, is that our fault or his because he wouldn't let us go through his property to fix, even though we said that we would repair what we were going to do.

Mr. Showe: Which lake are you talking about?

Mr. Reiderman: The lake that has access from Baytree Drive.

Ms. Witcher: Where the benches are.

Mr. Reiderman: I went to Sandhurst Drive and Eddystone Way where the valley gutter is. I provided a photo. One of the expansion points is letting grass grow and its holding back water. There is a little bit of extra cracking. The valley gutter is flatter than the recommended slope of .3%. There is a little bit of settlement. That's why you get a little bit of ponding there. So, if you remove the vegetation, seal the cracks, it would help it improve. Unless you prove that the City cracked that, it would be hard to get them to pay for it.

Mr. Mills: Jeremy, with the cracks that are there, shouldn't we actually make the cracks larger and then fill them in?

Mr. Reiderman: It works from a drainage standpoint. The one that I would recommend is just removing the existing vegetation and filling that back in with crack seal.

Mr. Mills: I showed William, but while we are doing that, a lot of the culverts where the apron comes up to meet the grass on corners, are cracked. Some of them are that wide. I have four at my house. Where Stephanie lives, there are cracks there. If we are going to do that, we might as well get them all done at the same time.

Mr. Reiderman: I'm assuming because I don't have eyes on it, but what will happen is there will be erosion on the base of the mitered end section, and it will settle. From a function standpoint, it works fine. I know it bothers you, but you can put crack sealer on it. From a drainage standpoint, it doesn't matter. I would be more concerned about preventing any future erosion underneath the concrete itself because then it would settle more, and the crack would get worse. Does that make sense? Because the water is going down the slope and its draining underneath the concrete base and that's why its cracking.

Mr. Mills: But where the cracks are open on the corners, when those culverts fill up, its washing down under anyway.

Mr. Reiderman: What are the addresses?

Mr. Mills: 8200 Compton Way and 875 Chatsworth Drive. I can't think of the house on the other side.

Mr. Showe: Its all of them in the four corners.

Mr. Mills: All of those four corners.

Mr. Brown: Mike, don't you have the same issue in front of your house with the water?

Mr. Sherbin: Yes, we do.

Mr. Brown: If you are going to look at them all, you might as well look at Mike's too.

Mr. Mills: I think the entire development needs to be looked at.

Mr. Brown: Mike has always had a standing water issue in the gutters. Right?

Mr. Mills: Yes.

Mr. Sherbin: That's because the tree pushed the dirt.

Mr. Brown: Yes. Maybe with the removal of the tree, which is on our schedule, maybe that will go away. If you are looking, you might as well look at Birchington.

Mr. Sherbin: 478 Birchington.

Mr. Reiderman: My next item is after the June meeting, the presentation from Chris Shane from the asphalt paving company, the Board wanted to look at microsurfacing and delay repaving National Drive to save the pavement budget.

Mr. Darby: Yes. That was discussed at the last meeting; although Shane indicated that both the Baytree parking lot and National Drive really need to be milled and resurfaced. It's not a candidate for microsurfacing. So, I think we now need to reconsider that and see if we want to do that. I think it's already been budgeted.

Mr. Brown: I didn't understand him to say that. I understood him to say that the Baytree/golf course parking lot was a mess.

Mr. Showe: But the golf course parking lot is not ours.

Mr. Mills: It was in the minutes.

Mr. Darby: It was definitely in the minutes. I will find it.

Mr. Reiderman: I saw that. The notes from the June meeting indicated that. I will call and verify.

Mr. Darby: On Page 33, Mr. Shane said, "The roadways are pretty good compared to a lot of cities and counties. You wouldn't have to start right now. The only street that really needed milling was National Drive."

Mr. Brown: I stand corrected.

Mr. Reiderman: I would go ahead and move forward with National Drive if you already have all of the bids.

Mr. Darby: You have three bids, one of which was Goodson.

Mr. Showe: Let him take a look at it. I thought he was understanding when he said National Drive. He was talking about the golf course parking lot.

Mr. Darby: You read what it said. If you go through the transcription, he says it a couple of times.

Mr. Brown: We already did the bidding for National Drive.

Mr. Darby: Yes.

Mr. Brown: And we have already done the bidding for the pavilion parking lot.

Mr. Darby: Right.

Mr. Brown: So, the only thing that is holding up the pavilion parking lot is the \$750 sidewalk that goes nowhere.

Mr. Showe: Signing the waiver. We already paid the \$750.

Mr. Darby: It was \$775.

Mr. Brown: So, if that is approved, then we can go ahead with doing the parking lot.

Mr. Darby: Yes.

Ms. Witcher: We want to do that and National Drive at the same time.

Mr. Darby: No.

Mr. Mills: We want to do the parking lot first, right?

Mr. Darby: Yes, and then National Drive.

Mr. Brown: At the time they do National Drive is when we can do the speed humps.

Mr. Darby: If we want to continue with the speed humps.

Mr. Brown: I'm trying to put it in a timeframe or timetable because we have been talking about this for a long time.

Resident (Not Identified): Is anyone going to coordinate the meetings at the pavilion at the same time they are going to pave the parking lot.

Mr. Brown: We can let Fairway know as soon as the work is scheduled. Jason can do that. That's easy. It's a phone call to Jim Kent.

Mr. Mills: Originally, we had talked about doing the parking lot and paving at the same time, but now the parking lot is concrete, and the bridge is black top. It's better to do the concrete first and get the heavy trucks off of them and then do the brick.

Mr. Brown: I don't want to forget a timeframe to do this.

Ms. Witcher: Who is doing the parking lot?

Mr. Brown: Advantage Concrete.

Mr. Mills: Okay, go ahead.

Mr. Reiderman: The next item is we received a cost for the speed humps. That could be moved for when National Drive is completed.

Mr. Mills: Can I touch on that for a minute? I went on the internet and looked at speed humps and speed bumps. They really, really work. It's interesting because there was a great big notice on the internet that says why municipalities are moving away from speed humps as traffic calming solution. It was interesting in reading that. It basically says that almost every municipality and HOAs have this problem. Hillsborough County, Florida recently spent \$2 million in having their speed bumps and cushions removed. They are finding that based upon a lot of input, that is not the method to take. It is not effective. I also have here where they were installed, and the speed was only reduced maybe by two-tenths so we might want to look at other alternatives. I got this radar sign. I think Jerry looked into that.

Mr. Darby: Yes.

Mr. Brown: Do we really, really, really again need one of those speed bumps?

Mr. Darby: My reaction is since the last meeting we had; residents were against speed humps.

Mr. Brown: From Windsor.

Ms. Witcher: No. We also had Turnberry.

Mr. Brown: They don't live on Old Tramway Drive. I'm just saying.

Ms. Allen: I'm President of Turnberry. My Board Members received quite a few calls about speeding. What are you going to do about it? It needs to be stopped. We have 25 residents that are opposed to speed humps on Baytree Drive. Where are you planning to put them?

Mr. Brown: On Old Tramway Drive. Only if Baytree Drive was successful.

Mr. Darby: Only initially on Baytree Drive.

Mr. Brown: Two on Baytree Drive. If you recall, a joint committee was set up by the BCA and the CDD of residents to take a look at options relative to speeding in the community. One of the options was to have speed humps, not speed bumps. They are totally different. The recommendation of that committee to the BCA Board, which approved and then passed on to this Board was that they recommended two speed humps on Baytree Drive, the main street, one speed hump on Old Tramway Drive and one speed hump on Kingswood Way. The VM from Kingswood Way said her community didn't want the speed hump. On Old Tramway Drive, the Hamlets wanted a speed hump. The way it was set up was that the first two speed humps would be placed on Baytree Drive. Originally, we talked about putting in at the same place where the golf carts go across Baytree Drive. Then there was input from the engineer that said, "If you put the speed humps there, the water couldn't drain in the gutters properly to the drains." So, we said we would put them elsewhere. So, the way it's been left for the last year is that there is going to be two speed humps on Baytree Drive to begin with. That's it. Then we were going to see whether or not that had any implication on reducing the speeding on Baytree Drive. If it did, then they would proceed to the third speed hump on Old Tramway Drive. We've been talking about this for well over a year. So, unless people live underground, they should know that this has been discussed. All I want to do is to get it done, either do it or don't do it, but if we don't do it, I can tell you that I live on Old Tramway Drive and people are driving 40 mph down Old Tramway Drive. I have an eight-year-old grandson that can't play in front of my house because some idiot that lives in the back is driving 40 mph down Old Tramway Drive. I can understand in Birchington, Windsor and Tumberry, your streets come off of Baytree Drive. You are in a very private neighborhood where you really can't speed or if you do, you're an idiot. I can tell you that coming down Old Tramway Drive is a speedway.

Mr. Mills: It really is.

Mr. Brown: Sometimes on Baytree Drive, it's a speedway. I got passed on Baytree Drive because I was doing 25 mph and some idiot in a white Audi SUV passed me.

Mr. Mills: It happened to me too.

Mr. Sherbin: Its terrible on Old Tramway Drive. So bad that a number of years ago, somebody actually hit the golf cart crossing sign that is right at the end of my driveway because they were speeding.

Mr. Brown: I had a 25-mph speed sign right by my driveway that was wiped out by somebody.

Mr. Sherbin: A community where I play tennis, uses speed humps for a number of years and they feel that it works. No one wants to take them out. I'm opposed to speed bumps, but humps work.

Mr. Brown: I can appreciate the people that live in Windsor on those side streets in Turnberry. They don't need them. You have to consider that there are other people and that's a concern for me.

Mr. Robert Morris (Bradwick): Can you tell me what a speed hump is as opposed to a bump?

Mr. Brown: As I understand it, do you know how speed bumps are?

Mr. Morris: Not really.

Mr. Brown: Publix has speed bumps. A speed hump is flatter and longer.

Mr. Pawelczyk: With a speed bump you have to stop and crawl over it.

Mr. Showe: Not to confuse you anymore, but there's also a speed table.

Mr. Morris: I think there are a couple of people in Turnberry who signed that petition opposing to speed bumps.

Mr. Brown: I totally agree.

Mr. Morris: Maybe you can give us some kind of explanation as to why a speed hump would be effective in diminishing the speed in the area.

Mr. Darby: The reason is if you go over 25 mph, the state speed limit, its virtually unnoticeable. If you go over it considerably faster, it will be uncomfortable.

Mr. Brown: You are going to take your muffler out.

Mr. Morris: The agenda said, "Speed bumps."

Mr. Darby: No. It said, "Speed humps."

Mr. Morris: One of the concerns that I have about speed bumps, maybe it isn't true, but emergency vehicles have to constantly stop on their route to save a life.

Mr. Brown: They are not stopping. They are just slowing down a little bit.

Mr. Morris: With a speed bump they would.

Mr. Brown: They would and that's what we are not putting in. We are putting in speed humps. I agree with you.

Mr. Showe: Everything installed would be to FDOT standards, which we must comply to anyway.

Mr. Sherbin: When we did our survey, we said, "Speed humps." In talking to people, they expected speed humps, but not speed bumps.

Mr. Brown: I agree.

Mr. Sherbin: Nobody wanted them. Of course, we have curbed streets, and no one can speed up our streets anyway, but on the main drag, which is also part of Windsor, there probably should be two. That's what you agreed to.

Mr. Mills: The Board has talked about it. In the past we did not want speed bumps and they were considering speed humps. We had no intention of doing speed bumps. None.

Mr. Sherbin: In the minutes that I looked at when we were announcing the results, which was at your last meeting, it was on the agenda for months.

Mr. Darby: I beg to differ. We have been very clear on speed humps.

Mr. Brown: That's why we looked at it from an emergency standpoint. We are just trying to get them to slow down.

Mr. Reiderman: Speed tables are very identical.

Mr. Mills: Well I just brought this up as an FYI.

Mr. Darby: So, the issue before the Board was that we were going to install the concrete for speed humps with the resurfacing on National Drive. Are we still moving along those lines? I think we discussed today that we have to mill and resurface National Drive.

Mr. Showe: Lets verify that, but I think that's the intent.

Mr. Brown: I'm in favor of putting in speed humps.

Mr. Darby: Okay. Good.

Mr. Reiderman: Moving on, next is the pavilion parking lot. I already covered that. Are there any other questions?

Mr. Darby: Yes Jeremy, just one thing. Assuming that we get approved now, when can we start? We have to pull sprinklers, do a survey, stake it out, get the contractor there, he has to look at whether any of the comments from the County affect his bid. So, when can we get all of this done?

Mr. Reiderman: I will try to get conditional approval from the County by the end of the week and I'll keep you informed.

Mr. Darby: Can you give a timing schedule with your best estimate so we can have some idea of when this is going to happen?

Mr. Reiderman: Getting conditional approval from the County would mean that you can have the contractors come out and do the work.

Mr. Darby: Well, we have to have the survey, we have to pull the sprinklers and re-route those. We have to stake it out. We have to make sure that his bid is still good, with whatever the County wanted had somehow affected this bid. So, a number of steps have to take place. I'm just trying to get some kind of working schedule.

Mr. Showe: To Mike's point, we still have to enter into an agreement with the vendor. We are going to target having all of our contracts ready for the October meeting so that hopefully we can get going, but to your point, if we can queue the vendor up so he can act quickly after that meeting.

Mr. Brown: I assume we have seen some kind of a draft contract from Advantage Concrete to do this project.

Mr. Showe: I believe so.

Mr. Brown: If Mike doesn't have any major negative issues relative to that contract and the price from Advantage Concrete hasn't changed from his last quote, why do we need to come back in October to approve it? Why don't we just do it?

Mr. Showe: The Board would still need to approve the contract itself.

Mr. Pawelczyk: We prepared a Small Project Agreement.

Mr. Brown: Has Advantage Concrete agreed to that?

Mr. Pawelczyk: No, because we don't have the final proposal from them, at least I don't, but the draft of the agreement was approved in February. It didn't come to you, but once the proposal is finalized, we can incorporate that into the agreement, but what I'm telling you is you could have a not-to-exceed. The Small Project Agreement is the form of agreement that we always use so if you wanted to approve a not-to-exceed, you could do that.

Mr. Brown: I would recommend that we go ahead and do this project. If Advantage Concrete comes back and his quote does not exceed his original quote by more than \$1,000, then we go ahead and authorize whoever to start this and get it done. There is a pothole out there that I can almost lie down in. Let's just do it instead of coming back in October.

Ms. Witcher: Where is the pothole?

Mr. Brown: Right out in front of the pavilion parking lot. Do you know how its shaped by a “U” when you come in this side? If you come in the far “U” and go around, its right there.

Mr. Pawelczyk: I have two proposals in my backup. One was for \$4,886 and the other one was for \$5,188.

Mr. Darby: Was that from Advantage Concrete, Mike?

Mr. Pawelczyk: Yes, but that was back in February. It was updated and I think they are still working on it.

Mr. Darby: I do not know whether Maryelen has other proposals because there have been numerous changes like detectable warnings. How many we had to put in. Where the ADA would be routed. The County wanted to have a sidewalk going across the parking lot to the new door that we opened up on the tennis courts. So, I’m not sure that with all these changes we have to re-quote. I think she was waiting until it was finalized on the permits, but if you can follow up on that. They are very responsive.

Mr. Showe: The amount you gave me Jerry was \$78,550.

Mr. Darby: Well, that’s not just them. The last quote I had for concrete was \$50,901, but the total project is \$78,550, including survey, permits, soil borings, moving sprinkler systems and all of that.

Mr. Showe: Considering the BCA putting in \$25,000, \$10,000 from the community beautification and then \$43,550 that was budgeted, equates to \$78,550. So, if you wanted to approve that as a not-to-exceed amount, which would at least allow us to start.

Mr. Bosseler: Do we have the money for it and everything else?

Mr. Showe: As long as the BCA contributes the \$25,000

Mr. Brown: They will.

Mr. Mills: Then I think we need to make a motion to move forward.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the proposal from Advantage Concrete for the pavilion parking lot paving in a not-to-exceed amount of \$79,000 was approved.

Mr. Showe: We will queue it all up.

Mr. Mills: Perfect.

Ms. Allen: Turnberry is having their annual meeting and social over Halloween weekend, but if they are paving the pavilion parking lot, I don’t know what we can do.

Mr. Brown: Ma'am, I would say within the next two weeks whether or not Advantage Concrete agrees to the \$78,000 and before the end of September that parking lot will be completed, unless we have some major catastrophe or hurricane. I wouldn't change your plans right now.

Mr. Pawelczyk: To her point, it may be good to follow up with Fairway Management.

Mr. Brown: We will let them know.

Mr. Pawelczyk: Jerry could follow up and make sure in terms of scheduling before we finalize it.

Mr. Brown: Right, because we have to send out a notice to people so that they know they can't play tennis or park in that area so there is communication, but I wouldn't change your plans.

Ms. Allen: Thank you.

Mr. Reiderman: The next item is regarding the lake bank restoration. There are still access issues. Jason met on July 31st with the homeowner. The homeowner is still not granting access. Another route was suggested, which needs to be reviewed by the contractor.

Mr. Showe: I will resend it. I forget the exact address, but it's right on the corner of Berwick Way and Old Tramway Drive.

Mr. Mills: Yes. There are two houses right there and it's between the two houses. We will have to move some bushes and of course replace them, but they have removed a lot of vegetation already. We would've never been able to get in before. I think if it takes out those two pieces and tell them to replace it, I think we will be okay. All we need is to make sure he can get in there.

Mr. Darby: Failing that, we can go through the conservation area for SJRWMD.

Mr. Showe: In looking at what we did, we are going to have to carve a hole in there.

Mr. Mills: Oh yeah.

Mr. Darby: They gave us permission to remove vegetation from the conservation area.

Mr. Brown: It has to be very expensive.

Mr. Showe: Incredibly expensive and difficult.

Mr. Darby: That is my point.

Mr. Reiderman: That's all I have.

Mr. Mills: Thanks Jeremy.

iii. District Manager's Report

1. Field Manager's Report

Mr. Viasalyers: Most of my items were already covered. Just so the Board knows, the stump grinding along the Suntree bank was completed.

Ms. Witcher: Does it look good?

Mr. Viasalyers: Yes. Recently staff had added two new pool tables around the pool deck area. Just one other things, around the community a couple of weeks ago, we identified several crosswalks that were fading. Recently that item had been completed as well.

Mr. Darby: Great.

Mr. Viasalyers: So, unless you have any other questions, that's all I have.

Mr. Darby: The road striping looks great. They did a nice job.

Mr. Mills: I would like to compliment William on his constantly keeping me informed about what is taking place in the community and issues that had been brought to his attention. He has been doing a good job.

Mr. Viasalyers: Thank you.

Mr. Bosseler: I second that.

2. Discussion of Fiscal Year 2020 Contracts

Mr. Showe: As far as I know, unless the Board has any objections, we would like to extend all of our contractors with our current vendors. I think they are doing a good job. If you have any comments on your individual areas, just let me know. We appreciate having those contracts for you at your October meeting for the start of the fiscal year.

Mr. Mills: If I may make one comment. I know that the community has continually questioned Tropic-Care, but I went out for a quote earlier. There was a \$40,000 difference between Tropic-Care and Paradise Landscaping, so I think we need to stay right where we are at with Tropic-Care.

3. Consideration of Proposal from DSI Security

Mr. Showe: The only other discussion for the Board and we can bring a full contract back at the next meeting is what you want to do with the security. As I indicated at the last meeting, the full request comes up to about a \$30,000 increase over your current budget for security. So,

we can take the Board's direction on that, however you want to proceed and then we can communicate that to DSI.

Mr. Darby: Well, my feeling is, and I think there was consensus at the last meeting that the current wage of \$10 an hour was not adequate to get the caliber individual that we wanted to perform the duties that we wanted. The caveat is that they have to show dramatic improvement over some of the things we have. I would personally suggest that we move forward with that higher rate.

Ms. Witcher: Where is the money coming from.

Mr. Showe: Its budgeted in your 2020 budget. I wouldn't start it until October 1st.

Mr. Bosseler: That's \$30,000 more a year?

Mr. Darby: Yes. \$29,692.

Mr. Mills: Is there any way that we could do a 90-day performance on them?

Mr. Showe: Your contract will have a 30-day termination, so if you are not satisfied, there's also an option. Just because they requested that amount, if you feel comfortable giving them half now and, in a year, see where they are at, you can step it up that way too if you feel comfortable. It's really up to you.

Mr. Darby: We originally talked about taking it up to \$15 and they came back to \$13. I don't know that going to \$11.50 is going to make that much of a difference.

Ms. Witcher: We have 30 days.

Mr. Mills: Security has always been an issue, Jerry and thank God you took it over. It was a headache for me and there are constant issues. The issues aren't with the company, it's the employees that they hire.

Mr. Darby: Exactly.

Mr. Brown: You get what you pay for.

Mr. Mills: Exactly right. I agree, but I am not confident that giving them what they want at this point is going to solve the issue completely.

Mr. Brown: I disagree.

Mr. Darby: I don't know what else we can do.

Ms. Witcher: Why don't we try it. If we don't like it, we will start.

Mr. Darby: We can do it with a caveat.

Mr. Brown: The worst case scenario is that we try it, it doesn't work and we go back for a Request for Proposal (RFP), do you think another company is going to come in for \$10 an hour, that is going to be any better than what we have now. I have no problem spending another \$47,000 to increase the wages of the guard from now, we are going to be talking about going from \$13, \$15 or \$16 an hour. So, at some point in time, you have to bite the bullet. I think right now, what we have is a new Visitor Management System (VMS). People are gradually getting into it. Not as many as we had originally hoped, but it's a new system and it works. When the technology is working, it works. It all comes down to people, individuals interacting with visitors or other people coming into our community. I would rather pay somebody \$15 or \$26 an hour and have expectations here, than paying somebody \$20 and you have expectations here. I want this community to be as secure as it possibly can. The main impetus for that is the guy at that gate.

Mr. Mills: I don't disagree with you all on that issue. My only concern is that performance is going to have to play a vital role. If we want to evaluate over a 60- or 90-day period, I'm perfectly fine. I don't want anybody to work for poverty wages.

Mr. Brown: I am going to tell you right now that knowing the Board Member who is responsible for security, will be overseen on a daily basis for the first 45 to 60 days.

Mr. Darby: That's Rick.

Mr. Showe: We can make sure that six months after October, we all just sit back and see where we are at. I think that would give them enough time to rotate their staff off, see where we are at and have another discussion with them. We don't necessarily need a motion today. I needed Board direction. We will bring a contract back at the next meeting that will reflect the higher rates.

Mr. Darby: Again, as I indicated to Bill when he was here, I need DSI to come to us with how they are going to monitor this, how they are going to administer quality control and how they are going to feed it back to us that they in fact are improving based on this supposed higher rate.

Mr. Showe: I will make it clear to them that the Board is in favor of moving forward with that starting on October 1st; however, then you need more management, more quality control and better reporting.

Mr. Mills: And better training.

Mr. Brown: I would not be opposed to, if Jerry is involved in this, if at some point in time, he is frustrated before our next meeting, he should contact you and we will have a special meeting relative to security. I think this is the one key component for this community and if it's not working, rather than waiting two months for our next meeting, meet now. Let's nip it in the bud.

Ms. Witcher: The money won't start until October 1st.

Mr. Brown: I'm just saying after that date. If Jerry is monitoring it and he's not happy, then we need to offer more.

Mr. Showe: I will say that the dollar value of that contract doesn't require us to do formal bids so at any point, if Jerry says, "I'm not comfortable with these guys," we can get bids without doing the formal process, we have other vendors that we can contract. Unfortunately, security is security and we have firms that are great at one location and terrible at another and it's the same company. It's all the labor pool that they pool from. That's all we have, and we will bring those contracts back to you at the next meeting.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have Checks 53477 through 53515 in the amount of \$135,229.58. In your Capital Projects Fund, we have Checks 81 through 85 in the amount of \$55,846. For Community Beautification, we have Checks 30 through 33 in the amount of \$41,985.45 and June Payroll in the amount of \$738.80 for a grand total of \$233,799.83. Will and I can answer any questions on those invoices. If not, we need a motion to approve.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Check Register for May 29, 2019 through July 29, 2019 in the amount of \$233,799.83 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. All account lines are falling in line as expected and they were incorporated in your Proposed Budget. We are over 100% collected on our assessments so we are in great shape.

Mr. Darby: We have an invoice from Atkins for \$36,000 last month. Was that all pavilion related?

Mr. Showe: No, not all of it, but they did invoice for several months because they were backed up, so it was a larger than normal check.

Mr. Mills: It's also probably the time that Jeremy and we went out onsite.

Mr. Darby: I see that we spent \$8,500 for Eau Gallie Electric. We are now using Best Electric in most cases.

Mr. Showe: Correct. We are using Best Electric in most cases.

Mr. Darby: One other thing, you had a repair of damaged fences for \$2,700. Was that for the Rec area.

Mr. Showe: That was the deposit. They require a 50% deposit.

Mr. Darby: Okay. Thank you.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Witcher: The next time that both of you do your survey, try and get their email so we can put them in the security system if we don't have them.

Mr. Sherbin: We collected emails.

Ms. Witcher: I know you have been collecting emails.

Mr. Sherbin: We put flyers on the door.

Ms. Allen: We are getting conflicting information on that. We are not supposed to collect emails if we are not going to publish them or use them for business.

Mr. Showe: I will let the Board know that Valerie sent us an update. She actually has 609 registered users on our security system, so we are starting to get a good amount.

Mr. Brown: That's great. It's a good communication tool because they wanted to know what's going on. This is one of the main mechanisms that we are going to try to use. Art is going to use it when he starts to develop his newsletter. If you don't want to know what's going on, don't give it to us. If you want to know what's going on, give it to us.

Mr. Pawelczyk: Who was collecting emails? If someone wants to give you their email, you can take it, but our issue from a legality standpoint is anything the CDD has is a public record. So, if we have an email list, it's a public record. Anyone can ask for it. That's why we try to let the BCA do the distribution. We don't want to maintain it. We do maintain things as part of the security system so there is a security exemption that allows to keep some of that. This is just my personal opinion, but I have two emails. One that I will give to them and another one that I

use when I purchase things under a Yahoo account. That's what I tell people to always do. They can always change it to something else. If I lived in a community like this, that is what I would do. I would give them my Yahoo account.

Mr. Darby: What happened with the transponder aging issue? We were going to look at transponders with lack of activity.

Mr. Showe: Just as an update, the current equipment at this point, because it is 11 years old, they don't have the ability to look back over a year's timeframe. We obtained a proposal and will include it in the 2020 budget as part of gate maintenance. I think it's about \$4,700, which will replace the back gate and the front gate. With the newer web-based technology, he will have a lot more reporting capabilities and we will be able to have access to some more information. When we installed the system in 2007, it just wasn't available. So that is something that we are going to include in next year's budget. We are also getting close to the number of transponders we are allowed to have with the current equipment. Once we get the new equipment, we will be able to take a look going forward on the transponders that are used or not used. We will be able to handle that out of the gate maintenance.

Mr. Darby: Okay. Good.

Mr. Brown: I have one request. Can we put on the agenda for the October meeting an update on where we are with the ADA lawsuit? Aren't we required to have something done by the end of the year?

Mr. Darby: It's in the budget.

Mr. Showe: I think we were looking at January of next year, but we put the conversion money in the 2020 budget so we will just start in October.

Mr. Brown: So, the deadline wasn't the end of this year. It was the end of next year?

Mr. Showe: It was 18 months from the day of settlement of that case. I will look back. We are okay time wise.

Mr. Brown: I just don't want to lose track of it.

Mr. Pawelczyk: They have implemented a lot of changes on the website. I think the last element, at least for most of my Districts was the agenda. That has become the most difficult ADA item to implement because it's so easy just to scan the agenda and to compile the agenda.

Mr. Showe: In the proper way.

Mr. Pawelczyk: Our office is part of the problem and the Engineer's problem because they use PDF. That's the one item that's outstanding of all the Districts.

Mr. Mills: Do you have anything Richard?

Mr. Bosseler: I have one for Jason on the pool furniture. We are going to need some money for next year. Put in a few thousand dollars.

Mr. Showe: Okay. I think we covered that under "Recreation Improvements."

Mr. Mills: Rick, do you have anything else?

Mr. Bosseler: No sir.

Mr. Mills: Jerry?

Mr. Darby: I'm good.

Mr. Mills: The lights that were put in when John and Lenny went around and upgraded all of the lights, I have that information for you. Secondly, when FPL comes and changes the heads, some are shaded on the sidewalk side and street side. We don't want them shaded. We are defeating the entire purpose of having streetlights. So, make sure those lights are not shaded any longer. If it shines in their bedroom windows, we will buy them a window blind.

Mr. Showe: I don't think we can do that legally.

EIGHTH ORDER OF BUSINESS

Public Comment Period

Resident (Not Identified): I thought there would be an item on the agenda about the gutters.

Mr. Mills: That was at the last meeting.

Resident (Not Identified): So, you are not going to require it.

Mr. Mills: I would like to.

Mr. Sherbin: My transponder works in five different communities.

Mr. Showe: I can assure you that we've turned transponders off that should've stayed on and they call us because they cannot get in. When the connection to the system was off, people couldn't get in. I can't speak to other communities, but I can assure you if we turn the transponder off you will not be able to get in our community.

Mr. Sherbin: What I'm saying is that there are four other communities and if they wanted to, they could get into our community.

Mr. Darby: That may be a problem with their system.

Mr. Sherbin: When you are talking about our annual \$1,800 assessment, most everyone else has lawn care added in there. Could I add that into mine? I have a lawn contractor charging \$3,600.

Mr. Mills: You need to get a new lawn guy.

Mr. Eksten: Every community has a certain number of people who feel that our assessments are too high. I wish they could see how well this Board handles these issues. We have close to a \$1 million per year budget. That's a lot of money and I think you are doing a great job. I just want to complement all five of you for the work that you do. It shows a great deal of dedication. I just wanted to say that I appreciate the work you do, and I wish everyone could see how diligent you are.

Mr. Mills: Thank you, Bob.

Mr. Showe: Is there anything else?

Mr. Mills: One other thing. The poles that the lights are on are not metal. They don't rust. They are fiberglass poles.

Mr. Sherbin: Some of them need painting.

Mr. Mills: They should all be painted.

Mr. Viasalyers: All of the CDD ones were painted.

Mr. Showe: Those are the only ones that have been painted. We requested that FPL do that when they come in and switch the lights out to LED. We are depending on them to do that. We are not permitted by that lease to paint them.

Ms. Witcher: We painted ours. They haven't painted theirs.

Mr. Brown: What would happen if we painted them?

Mr. Showe: We would be in violation.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Baytree Community Development District was held on Wednesday, August 7, 2019 at 12:00 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present were:

Melvin Mills
Jerry Darby
Carol Witcher
Richard Brown
Richard Bosseler
Jason Showe
Michael Pawelczyk

Chairman

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the Audit Committee meeting to order at 12:00 p.m. Committee Members introduced themselves.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of May 1, 2019 Meeting

Mr. Showe: Are there any comments, corrections, or changes to the May 1st minutes?
Hearing none,

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Minutes of the May 1, 2019 Meeting were approved, as presented.
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FOURTH ORDER OF BUSINESS

Tally of Audit Committee Member Rankings and Selection of an Auditor

Mr. Showe: You can do this in one of two ways. Some of our Boards do a consensus of who they want they want to select Number 1 and Number 2, since you only have two vendors. We received quotes from Berger, Toombs, Elam, Gaines and Frank and Grau & Associates. Grau

& Associates is your current auditor and they bid \$3,400 this year. Both vendors came in under the current price. Based on our experience, they are both qualified firms and are able to provide you the audit services. You can either rank them based on priced, given that all of the other considerations are equal, or you can do a selection as a group.

Mr. Mills: Does anyone have any comments?

Mr. Darby: Yes. Jason, do you have any experience with Berger, Toombs, Elam, Gaines and Frank?

Mr. Showe: We used them both. They are probably the two primary auditors for CDDs within the entire state. It kind of goes back and forth on how they price based on how competitively they want certain jobs.

Mr. Darby: Based on price over the term of the agreement, which I believe is five years, Berger, Toombs, Elam, Gaines and Frank is slightly less expensive.

Mr. Showe: Correct.

Mr. Brown: By \$750. We have been with Grau & Associates for many, many years and it might be a good idea to switch. \$750 in the grand scheme of things for a year is not a lot of money, but by the same token, I think maybe we need some fresh eyes.

Mr. Showe: I will note for purposes of the Board that they are basically doing the same job. There are statutory requirements on what an audit has to do and what it has to be. They are essentially going to do the same thing. It might be in a slightly different format than you are used to seeing, but it will essentially be the exact same information.

Ms. Witcher: When I looked at Berger, Toombs, Elam, Gaines and Frank, they have one Computer Specialist. I thought it would be nice if the company had two people because if something happens to the one person, we are in the business and it is very difficult to all of a sudden recover if your one and only main company person walks out the door. Because a lot of this is paperless and you have to be able to access the information.

Mr. Darby: Jason, do you see that as a problem?

Mr. Showe: I think they have been pretty successful so far in getting all of their audits done on time that we worked with them on. I think both firms are fully capable of providing the audit. I don't have a concern.

Mr. Darby: Is there a risk in moving from firms, since Grau & Associates had all of the historical information from the District. Now that's going to be lost if you go to another firm.

Mr. Showe: We provide them the same information. The audit is fresh every year. They don't use a lot of historical information. It's kind of a single snapshot of that year so I think we would be okay from that perspective.

Mr. Mills: In fact, in years past, I think Grau & Associates complimented GMS for the way they trade in their paperwork every year for them to do the audit. So, it should be seamless.

Mr. Showe: I don't expect there to be any issues.

Mr. Brown: The audit is based upon government requirements.

Mr. Showe: There are Florida Statutes that detail what things they have to look at as part of a CDD audit. The report will not be much different under either company.

Ms. Witcher: Do you know how many people are employed by Grau & Associates? Berger, Toombs, Elam, Gaines and Frank said they have 28 people.

Mr. Showe: I don't know, personally. Most of the work we send them electronically and they will ask a list of questions. We answer them and then they compile their report. It's not as labor intensive as it used to be where they have to go and inspect all of the files because of electronic transfer.

Mr. Mills: Do we want to want to have a formal procedure?

Mr. Showe: If there is a motion from the Board to rank one firm Number 1 and one firm Number 2 and the Board accepts that, then we can approve the audit committee recommendation.

Mr. Pawelczyk: Correct.

Mr. Brown: I don't have a problem from switching from Grau & Associates to Berger, Toombs, Elam, Gaines and Frank. \$750 is not my issue. It's a fresh pair of eyes.

Mr. Darby: I agree with that.

Mr. Brown: Its only for three years.

Mr. Showe: It would be for five years. That doesn't guarantee them five years. If something happens the first year and we're unsatisfied, we will let you know and we can go through the bid process again, but I don't believe you will have that experience.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor accepting the ranking of Berger, Toombs, Elam, Gaines & Frank as the Number 1 ranked firm to provide auditing services and Grau & Associates as Number 2 was approved.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Audit Committee meeting was adjourned.

SECTION IV

SECTION A

SECTION 1

LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the ____ day of _____, 2019, between **BAYTREE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "Owner"), whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, FL 32801, and **TROPIC-CARE OF FLORIDA, INC.**, a Florida corporation (hereinafter referred to as "Contractor"), whose mailing address is 7635 Progress Circle, West Melbourne, FL 32904.

RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit B "Scope of Services", all obligations of Contractor under this Agreement, including any addenda or special conditions, and any Work Authorizations that have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated in Exhibit B of this Agreement

b. The following List of Exhibits is applicable to the Services and are hereby attached and incorporated as part of the Agreement:

- i. Exhibit A, List of Contract Documents.
- ii. Exhibit B, Scope of Services.
- iii. Exhibit C, Work Authorization Form.
- iv. Exhibit D, General Release.

3. COMMENCEMENT OF SERVICES/TERM. Contractor shall commence its Services on October 1, 2019 upon the receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Contract Documents, including but not

limited to schedules set forth within the Scope of Services in Exhibit B. The Agreement shall remain in effect until September 30, 2020, unless sooner terminated in accordance with this Agreement. The Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

4. DISTRICT MANAGER.

a. The Owner's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Service-Central Florida, LLC, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, FL 32801, Attention: George Flint; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager or designee in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the amount of SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$7,750.00) DOLLARS, on a monthly basis plus additional fees for services rendered in connection with Work Authorizations as defined below.

b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in Article 5, and paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provisions of Article 8 of this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials provided under this Agreement include a 1-year warranty against faults and defects, and Contractor shall replace any defective materials at no additional cost to Owner.

7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and

employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a. shall be with companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insured's the Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Agreement.

d. Nothing herein shall be construed as or constitute a waiver of Owner's Immunity or limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records, including inspection checklists, relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. USE OF OWNER'S NAME. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the name "Baytree" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

12. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this

Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

13. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Agreement and the employment of the Contractor. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the Scope of the Service(s) to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient.

14. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

15. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Baytree Community Development District
135 W. Central Boulevard, Suite 320
Orlando, FL 32801
Attention: George Flint

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

If to Contractor: Tropic-Care of Florida
7635 Progress Circle
West Melbourne, FL 32904
Attention: Dave Halley

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

16. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Brevard County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

17. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

18. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an employer-employee relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received or had the opportunity to obtain and receive the advice of counsel. In

the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

Contractor:	Owner: BAYTREE COMMUNITY DEVELOPMENT DISTRICT
Tropic-Care of Florida, Inc.	Baytree CDD
7635 Progress Circle	135 W. Central Boulevard, Suite 320
West Melbourne, FL 32904	Orlando, FL 32801

By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____

EXHIBIT A

LIST OF CONTRACT DOCUMENTS

1. CONTRACT FORM
2. SCOPE OF SERVICES (with attachments, as applicable)
3. WORK AUTHORIZATIONS FORM
4. GENERAL RELEASE
5. MAP
6. ADDENDA, AS APPLICABLE

EXHIBIT B

SCOPE OF SERVICES/PROJECT MANUAL

Scope of Services

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner may designate where Contractor's crew will take breaks, lunches, and use restroom facilities.

1.2 Key Personnel

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

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

1.2.3 Contractor shall provide at least one (1) onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

1.3 Personnel Dress Code

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

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

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

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

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

1.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the follow shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.

- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the Owner when requested.

1.10 Verification of Data

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

1.11 Ownership of Data

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

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen (14) days’ written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

1.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor’s services and materials, which in the Owner’s opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor’s own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor’s negligence shall be repaired or replaced as directed by the Owner at the Contractor’s own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner. In the event work is not performed within specified timeframe Owner has right to perform work and deduct the expense from the Contractors pay.

If requested by the Owner, the Contractor will make bi-weekly walk-through reviews of the entire

site related to visual observations and the Contractor's performance. A checklist will be developed by the Owner and Contractor to facilitate the bi-weekly reviews. The checklist will reflect the work performed and any necessary repairs and adjustments. The checklist will be filled out by the Owner and signed by the Owner and the Contractor. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. An annual inspection of all trees will be performed by a certified arborist to ensure proper pruning and maintenance.

2.0 COORDINATION

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

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on an as requested basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner or the Contractor. -

Coordination of the construction, operation, and general maintenance at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD On-site Manager
- CDD Aquatic Weed Control Maintenance Contractor
- Brevard County and its various departments
- Florida Department of Transportation
- SJRWMD
- Adjacent property owners, as directed by the Owner

2.2 Contractor's Project Manager

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls in a timely manner. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care,

tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Baytree, specifically the areas of CDD maintenance. Attachment A includes plans identifying the general limits of CDD maintenance by area. All landscaping within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times per year.
- b. Turf areas shall be cut to a height necessary to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every two weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise unmowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes

grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine and Bermuda. Bahia shall be fertilized three (3) times per year (March, July, and November). Additional applications of micronutrients may be needed in July or August for St. Augustine and Bermuda turf. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- d. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- e. A report shall be submitted immediately following fertilization indicating work performed.

- f. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- g. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base scope of Services.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from

equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February – April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty percent nitrogen derived from sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron, minimum.
 - 4. Two percent magnesium, minimum.

5. One percent magnesia, minimum.
 6. Three percent phosphorous, minimum.
 7. Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
 - e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
 - f. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
 - g. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
 - h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
 - i. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

All mulched beds shall be turned over for a fresh appearance during ever other required bed detailing sequence. Premium cypress mulch shall be installed two times per year in Spring and Fall at a depth of 1.5 inches to 2 inches. Mulch in excess of 2 inches shall be removed from the planting areas.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Tree Care

3.3.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- Oaks: Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape myrtles: Crape myrtles shall be tipped in January, but only by approximately two to three feet. Sever topping shall be considered out of character.
 - Wax Myrtle: Wax myrtles shall be tipped mildly in January, cleaned at the base to two feet clear trunk and dead wood removed.
 - Holly: Burford hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
 - Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
 - Sabal (cabbage) Palms: Complete pruning of trees once per year.
 - Queen Palms: Pruning of trees once per year, however prune seed pods as necessary.
 - Madjool Palms: Pruning of trees once per year, however prune seed pods as necessary.
- c. Other ornamental trees shall be pruned yearly during late winter/early spring (late February – April).
 - d. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
 - e. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service

will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.

- f. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.3.2 Fertilization

Trees, except for Palms, shall be fertilized as per the requirements of 3.2.3. Established palms shall be fertilized with a slow release palm fertilizer a minimum of twice per year in the March/April and July/August timeframes. A palm fertilizer in the form of slow release pellets containing roughly 12 to 13 percent nitrogen, 3 to 4 percent potassium, 12 to 13 percent phosphorus plus trace elements should be used. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.3.4 Mulching

All individual isolated trees shall have their tree ring remulched as per the requirements of 3.2.5.

3.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.3.6 Hand Watering

- a. Contractor shall provide hand watering for all planted trees that are not fully covered by irrigation. Contractor shall provide an average of 50 gallons of water, per tree, per daily application, three (3) days per week for the first four (4) months; 30 gallons of water, per tree, per daily application, two (2) days per week for the next four (4) months; and 10 gallons of water, per tree, per daily application, two (2) days per week for last four (4) months of the contract period.
- b. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.12. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

3.4 **Annuals**

- 3.4.1 Annual flowers will be changed (4) times per year at only the entrance monuments (front and rear) with selected 4 inch varieties best suited to the seasonal and environmental conditions at the ideal spacing for the varieties chosen (average 8" spacing).

- 3.4.2 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.4.3 Annual flower beds will be serviced as needed to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- 3.4.4 All soils will be roto-tilled to a depth of 4 inches after removing and prior to installing new flowers.
- 3.4.5 Annual flower beds are not to be left empty for more than 4 working days at any given time, unless replacement is prevented by severe weather conditions. If replacement material is needed to keep all beds full and healthy between scheduled changes, **Contractor** will remove and install new material at no additional cost to the **Owner**, except in the case of damage due to severe weather conditions (flooding, high winds and frost).

3.5 Irrigation System

3.5.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor’s responsibility, as per Section 1.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor’s neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Visually check for and report any damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- c. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

3.6 Litter Removal

3.6.1 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

3.6.2 Road Rights-of-Way, Ponds, Parks

Contractor shall monitor all road rights-of-way, stormwater ponds, and parks to collect any litter and dispose of the litter off-site.

4. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

4.1 General

The Contractor shall be responsible for all repairs within the Phase 1 limits of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

4.2 Damaged Facilities

4.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

4.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 4.1.

4.3 Emergency Repairs

4.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

4.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

4.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

4.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the

following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Owner for approval prior to application. Any reapplications required, in the Owner's opinion, due to poor germination or inconsistent coverage, shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.

END OF SCOPE OF SERVICES

EXHIBIT C

WORK AUTHORIZATION FORM

Exhibit C

Work Authorization

Contract No.

Contract No.

Date:

Work Authorization No. ____-____-____

**Budget
Code:
CDD**

To: (Company Name)

Pursuant to the Maintenance Services Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$ _____

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the _____ contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with _____ the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement

including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
<u>Company Name</u>		<u>Baytree Community Development District</u>	
By: _____	Date: _____	By: _____	Date: _____
By: _____	Date: _____	By: _____	Date: _____
For Review and Approval (if applicable):			
District Engineer:			
By: _____		Date: _____	
Completed by: _____		Date: _____	

EXHIBIT D
GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Baytree Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all materialmen, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be entitled to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

Print Name of Contractor

Authorized Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, who is personally known / produced identification.

Notary Public
State of Florida at Large
My Commission Expires:

SECTION 2

**AGREEMENT BETWEEN ECOR INDUSTRIES, INC., AND
THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
PROVISION OF AQUATIC MANAGEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____, 2019, by and between:

The **Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 135 W. Central Blvd, Ste 320, Orlando, FL 32801, ("District"), and

ECOR Industries, Inc., a Florida corporation located in Melbourne, Florida, with offices located at 2820 Electronics Drive, Melbourne, Florida 32935 ("Contractor").

RECITALS

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

WHEREAS, Contractor submitted a proposal attached here as Attachments "A", and "B", incorporated herein by reference;

WHEREAS, the Board of Supervisors of the District selected the proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic management contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows;

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are those as described in incorporated Attachments A and B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit A. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors.

SECTION 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

SECTION 5. TERM. This Agreement shall commence on October 1, 2019, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement. This Agreement may be extended for two additional twelve (12) month periods upon mutual agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

SECTION 6. INSURANCE. The Contractor shall maintain the following insurance coverage's during the execution of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000 combined single limit per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

SECTION 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

SECTION 8. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party 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.

SECTION 9. RECOVERY OF COSTS AND FEES. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at any time upon thirty (30) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 12. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 15. CONFLICTS. In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

SECTION 16. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 135 W. CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Chairman/ Vice Chairman

WITNESS:

ECOR INDUSTRIES, INC.

Print Name of Witness

By: _____
Title: _____



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



ATTACHMENT A AQUATIC SERVICE SCOPE OF WORK

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Baytree Community Development District
9145 Narcoossee Road Suite A206
Orlando, FL 32827

One Year: 10/01/19 – 09/30/20
Monthly Thereafter

hereinafter called “**Customer**”. The parties hereto agree as follows:

ECOR agrees to maintain the lakes and control structures referenced in accordance with the terms and conditions of this agreement as listed below:

- ◆ Control of invasive and exotic emerged shoreline grasses, cattails, torpedo grass, etc., growing up to the high water mark.
- ◆ Control of filamentous and macrophytic algae.
- ◆ Control of invasive and exotic floating vegetation such as hyacinths, waterfern, and duckweed.
- ◆ Control of invasive and exotic submerged vegetation such as pondweed, eleocharis, and hydrilla.
- ◆ Supplemental stocking of the first 200 triploid grass carp.
- ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.
- ◆ Monthly inspection and treatment of the control structures to keep them open and free of emergent vegetation. **ECOR** is not responsible for any mechanical repairs to the structures.
- ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.

Optional Services – Quoted As Needed:

- ◆ Triploid Grass Carp - \$8 per fish
- ◆ Mechanical vegetation removal and disposal - \$40 per man hour
- ◆ Dead fish or trash removal and disposal - \$40 per man hour

Service Fees:

A statement and invoice for the month's inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

Monthly Fees \$2,540

AQUATIC SERVICE ADDENDUM

1. **ECOR's** "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.
2. It is the **Customer's** responsibility to notify **ECOR** of all work areas that are designated as mitigation sites and have desirable plants installed. **ECOR** assumes no responsibility for damaged plants where **Customer** has failed to notify **ECOR** of such areas.
3. **ECOR** will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. **ECOR** may provide a quotation for such services upon request.
4. **ECOR** will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by **ECOR** such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. **ECOR** may provide a quotation for such services upon request.
5. **ECOR** will not be responsible for the removal of trash or debris unless contracted to do so as an optional service.
6. **ECOR** will not be responsible for the installation or maintenance of any aeration devices.
7. **ECOR** will notify the **Customer** of any deficiencies in the water control structures that may require repair.
8. **ECOR** will notify the **Customer** of any erosion or washout problems. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). **ECOR** is not responsible for any repairs or maintenance of erosion or washout areas.
9. **ECOR** advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is not provided for in this agreement unless so stated.
10. Water use restrictions after treatments are not often required. When restrictions are required, **ECOR** will notify the **Customer** in writing of all restrictions that apply. **ECOR** will not be held liable for damages resulting from the **Customer** failing to follow restrictions.
11. Customer agrees to pay **ECOR** upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. In the event that the **Customer** fails to make payments as required, the account may be considered by **ECOR**, at its option, to be in default and the **Customer** shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law.

ATTACHMENT A - 30 SITES

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.

[illegible]

MONTHLY FEE	\$ 2,540.00
ANNUAL FEE	\$ 30,480.00



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



ATTACHMENT B NATURAL AREAS SERVICE SCOPE OF WORK

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Baytree Community Development District
9145 Narcoossee Road Suite A206
Orlando, FL 32827

One Year: 10/01/19 - 9/30/20
Monthly Thereafter

hereinafter called "**Customer**". The parties hereto agree as follows:

ECOR agrees to maintain the natural areas and mitigation sites as listed and in accordance with the terms and conditions of this agreement:

- ◆ Every other month inspections and treatments, by a State Certified Applicator, as may be required by **ECOR** to maintain a clean site in compliance with St. John's River W.M.D permit requirements.
- ◆ Chemical treatment and control of FLEPPC Class I & II Exotic Plant Species.
- ◆ Chemical treatment and control of miscellaneous invasive plants *Typha* spp., *Salix caroliniana*, *Ludwigia* spp., *Eupatorium* spp., and *Sesbania* as well as invasive vines.
- ◆ Removal of any trash littering the site at the time of inspection/treatment.
- ◆ Service reports detailing target vegetation, materials applied, and any deficiencies that may require attention beyond the scope of our work.

Optional Services – Quoted As Needed:

- ◆ Mechanical vegetation removal and disposal
- ◆ Plant installation

Service Fees:

A statement and invoice for the month's inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

Every Other Month Fee \$480

SECTION 3

**FIRST AMENDMENT TO THE SECURITY SERVICES AGREEMENT BY AND BETWEEN DOTHAN
SECURITY AND THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

This First Amendment to Security Services Agreement (the "First Amendment") is made and entered into as of the __ day of October, 2019, by and between:

The **Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 135 West Central Blvd., Suite 320, Orlando, FL 32801 ("District"), and

Dothan Security, Inc. (d/b/a DSI Security Services), a corporation authorized to do business in the State of Florida, with offices located at 400 W. 11th St, Suite C, Panama City, FL 32401 ("Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses; and

WHEREAS, the District currently provides certain security services within the District; and

WHEREAS, on July 1, 2018, the District and Contractor entered into the Security Services Agreement (the "Agreement") with an effective date of July 1, 2018, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 1 of the Agreement, entitled "Term", the Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties in writing and subject to appropriation of funds by the District's Board of Supervisors; and

WHEREAS, the parties desire to extend the agreement for a period of one (1) year (through September 30, 2020); and

WHEREAS, the Contractor has proposed an increase to the rates in Section 4, entitled "Fees" of the Agreement for the period of October 1, 2019 through September 30, 2020, which change is shown in **Exhibit B**, attached hereto and incorporated by reference; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

Section 2. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 3. Section 3 of the Agreement, entitled, "Term" is hereby amended to extend the term of the Agreement for one (1) additional year so as to run from October 1, 2019 to September 30, 2020.

Section 4. Section 4 of the Agreement, entitled "Basis for Compensation" is hereby replaced with that which is provided in **Exhibit B**.

Section 5. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____
Secretary

Printed Name: _____
Chairman / Vice Chairman
Dated: _____, 2019

ATTEST:

**DOTHAN SECURITY, INC., d/b/a
DSI SECURITY SERVICES**

Printed Name: _____

Printed Name: _____
Title: _____
Dated: _____, 2019

Exhibit A: Security Services Agreement (Dated July 1, 2018)
Exhibit B: Section 4, "Fees"

Exhibit B –Section 5a: Basis for Compensation and Payments

4. **Fees.** CDD shall pay to the Contractor \$19.43 per hour (the "Standard Rate") for services provided pursuant to this Agreement, for each security officer provided by the Contractor. The CDD reserves the right to adjust the services and number of hours requested under this contract. CDD may request additional security officers at the Standard Rate by giving no less than 48 hours prior notice to the Contractor. CDD agrees to pay 20% above the Standard Rate for each security officer requested by CDD with less than 48 hours prior notice and who performs services hereunder within the 48 hour period; provided, however, such increased rate shall be payable only for the period of time services are provided within the 48 hour period, after which, the Standard Rate shall apply. CDD agrees to pay 50% above the Standard Rate (\$29.15 per hour) for each security officer requested by CDD to work on the following holidays or events: New Year's Eve Day, New Year's Day, Memorial Day, Easter Day, Independence Day, Labor Day, Thanksgiving,

Christmas Eve Day, Christmas Day, and during times of a government declared state of natural and national emergencies.

SECTION 4

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

SERVICE AGREEMENT

(Swimming Pool Maintenance)

THIS SERVICE AGREEMENT (the "Agreement"), made and entered into this 1st day of October, 2019 (the "Effective Date"), by and between the **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, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 the ("District") and **W.V.M.R. ENTERPRISE, INC., d/b/a BEACH POOL SERVICE, a Florida corporation**, whose business address is 135 Tomahawk Drive, Unit B-1, Indian Harbor Beach, Florida 32937, and whose mailing address is P.O. Box 372652, Satellite Beach, Florida 32937 (the "Contractor").

WITNESSETH:

WHEREAS, the District has solicited proposals for a contractor or vendor to provide those necessary pool maintenance services to the swimming pool (the "Pool") located within the boundaries of the Baytree Community Development District, which work (the "Services") is more particularly described and set forth in this Agreement; and

WHEREAS, Contractor desires to perform the Services and has agreed to enter into this Agreement; and

WHEREAS, the Contractor represents that it possesses the necessary equipment, skill, labor, materials, and expertise to perform the Services for the District; and

WHEREAS, for the consideration hereinafter set forth, and the covenants and conditions set forth in this Agreement, the parties mutually desire to enter into this Agreement for the provision of Services.

1.0 Scope of Work.

1.1 Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete, the Services to the Pool within and on behalf of the District in accordance with this Agreement. All labor described in the Services or necessary to perform the Services specified or indicated shall be executed in a high quality, thorough, substantial, and workmanlike manner and to be performed

by people skilled in the applicable trade. At the request of the District Manager of the District, Contractor agrees to meet with such individual to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and the performance thereof.

1.2 The Services to the Pool to be provided by Contractor consist of regular maintenance of the Pool in accordance with the schedule set forth in Section 2.0 of this Agreement. Maintenance shall include, but not be limited to, cleaning of the Pool, testing the water (pool side), chlorinating, balancing PH, adding algaecide, balancing total alkalinity, cleaning filters, technical support for the pool equipment, and advising the District of needed warranty or repair work. Contractor, in providing the technical support under this Agreement, shall work towards providing preventative maintenance to extend the life of the Pool and the pool equipment. Such Services include, but are not limited to, the following:

- (a) Test, balance and maintain chemicals, including chlorine, pH, alkalinity, calcium hardness, and stabilizer, and compliance with regulations and rules of the Health Department Code and County Regulations with respect to pool chemicals;
- (b) Vacuum pool of all debris, brushing floors, walls and steps, netting of water surface, cleaning all tiles, and cleaning all filters to maintain proper water flow and maximum filtration;
- (c) Backwash filters;
- (d) Clean skimmer baskets;
- (e) Clean hair and lint traps;
- (f) Monitor and interpret gauges, flow meters, operations and recirculation efficiency of various filters and filter media systems;
- (g) Maintain pool ladders, railings, and monitor bumpers, o-rings, gaskets, and gauges;
- (h) Monitor and inspect all pool equipment each service visit;
- (i) Perform such other work as set forth herein.

1.3 All chemicals required to maintain the Pool shall be furnished at the cost of the Contractor.

1.4 Every November 1st and every May 1st, Contractor shall furnish the District Manager of the District with a Pool Equipment Report, providing details on the status of such equipment and recommendations for preventative maintenance or repair to extend the useful life of any such equipment.

2.0 Compensation.

2.1 District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions. District shall make monthly payments to Contractor in accordance with the following schedule:

Monthly Price for Services to the Pool

Three (3) days per week from September through May \$625.00 per month

Five (5) days per week from June through August \$800.00 per month

2.2 Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager before initiating such work. Contractor shall furnish District with a monthly invoice before the last day of each contractual service month representing the installment due for that month.

2.3 Upon at least (5) days written notice from the District to the Contractor that the any of the Pool are being emptied for repairs or other services, Contractor agrees that compensation for Services not needed shall be suspended during the period in which the Pool is emptied.

3.0 **Term.** Contractor shall commence the provision of the Services to the Pool on the Effective Date. The initial term of this Agreement shall be from the Effective Date through September 30, 2020 (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically be renewed for renewal terms of one year each, commiserate with the District's Fiscal Year (October 1st through September 30th of the following year), unless terminated by either party pursuant to Section 4.0 of this Agreement.

4.0 Termination.

4.1 District reserves the right to terminate or cancel this Agreement upon fifteen (15) days written notice if (i) the District determines, in its sole and absolute discretion, to terminate the Agreement for convenience; or (ii) if Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Contractor may terminate this Agreement for convenience upon thirty (30) days advance notice to District. Notice of termination shall be provided in accordance with Section 7.0.

4.2 Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion

of the Services under this Agreement as is not terminated; and

- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of such part of the Services as shall not have been terminated by the notice of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

4.3 The total sum to be paid to the Contractor upon termination shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of any Services not terminated. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

5.0 **Contractor's Acceptance of Conditions.** Contractor has carefully examined the Pool and Pool Areas where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions in order that all costs pertaining to the Services have be included in this Agreement.

6.0 **Contract Documents.** This Agreement shall include this instrument.

7.0 **Notices.** Whenever any party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier, or hand-delivery with a receipt for written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

District: Baytree Community Development District
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, District Counsel

Contractor: Beach Pool Service
135 Tomahawk Drive, Unit B-1
Indian Harbor Beach, Florida 32937
Attention: Wolfgang Schaller, President

With copy to: Beach Pool Service
(U.S. Mail only) P.O. Box 372652
Satellite Beach, Florida 32937
Attention: President

8.0 Compliance with Laws. Contractor shall be familiar with and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

9.0 Insurance.

9.1 Contractor shall provide and maintain, at Contractor's expense, during the life of this Agreement Workers' Compensation Insurance in accordance with the requirements of Chapter 440, Florida Statutes, and other applicable laws.

9.2 Contractor shall provide and maintain, at Contractor's expense, during the life of this Agreement, insurance that will protect Contractor, and any subcontractor performing work covered by the Agreement from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by Contractor or by any subcontractors or by anyone directly or indirectly employed by either of them. Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Services, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or

to injury to or destruction of property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Insurance shall be provided with a limit of \$1,000,000.00 in all of the liability policies below, and the District shall be listed as a named additional insured on each policy, as follows:

- A. Comprehensive General Liability Insurance; and
- B. Automobile Liability Insurance.

9.3 All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.

9.4 At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain provisions stating that (a) the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District, and (b) lists the District as an ADDITIONAL INSURED.

10.0 Indemnification.

10.1 Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performances of the Services, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

10.2 In any and all claims against District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

10.3 Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons,

engaged in or the materials or methods used by him, on the Services provided by him. At the time of the execution of the Agreement, Contractor shall furnish to the District with Certificates of Insurance evidencing the existence of the insurance policies as required herein.

11.0 Protection of Property and Public.

11.1 Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

11.2 Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Services, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

11.3 Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

11.4 Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

11.5 Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

12.0 Authority of District. District shall have the authority to suspend the Services wholly or in part for such period or periods as may be deemed

necessary due to any failure on the part of the Contractor to carry out orders given by District or for whatever reason deemed necessary by District. The Contractor shall not suspend the Services without written authorization of the District.

13.0 Examination of Work. It is Contractor's responsibility to perform the Services in all details in accordance with this Agreement, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Any failure by the District to discover defects or deficiencies in the Services of the Contractor shall not release Contractor from its liability therefore to the District, or any other party for any such defect or deficiency.

14.0 Defective Work.

14.1 Within fourteen (14) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified, shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default.

14.2 All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him.

15.0 Extra Work. Contractor shall do all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the Agreement for work of a similar nature and character. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor. However, if the Contractor and District fail to agree on an equitable price for any Extra Work ordered, District may have the Extra Work performed by another contractor, vendor, or provider.

16.0 Acts of God and Others. Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado

and acts of others over which the Contractor has no control or supervision.

17.0 Audit; Records Retention. District shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

18.0 Public Records.

18.1. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- 18.1.1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- 18.1.2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- 18.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
- 18.1.4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a

format that is compatible with the information technology systems of the District.

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

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

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

19.0 Miscellaneous Provisions.

19.1 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement

shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

19.2 Employees of Contractor. The Contractor shall at all times enforce strict discipline and good order among his employees and the employees of any subcontractors and shall not employ on the Services an unfit person or anyone not skilled in the Services assigned to him or her. Subcontractors whose work is unsatisfactory to the District or who are considered as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Services thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Services. All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Services included in this Agreement.

19.3 Sales Tax and Excise Tax. The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to Contractor upon request. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

19.4 Assignment. No assignment by Contractor of this Agreement or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior written approval of the District.

19.5 Amendments. No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.6 No Third-Party Beneficiary. Neither Contractor nor the District intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement.

19.7 Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor.

19.8 Ambiguities. Any ambiguity or uncertainties in the Services shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

19.9 Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other

19.10 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

19.11 Extent of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. All prior agreements between the District and Contractor are hereby canceled and replaced with this Agreement.

19.12 Attorney's Fees. To the extent permitted by law, in the event that either party brings suit for enforcement of this Agreement, each party shall bear their sum of attorney's fees and court costs.

19.13 Exhibits. Each of the Contract Documents referred to in Section 6.0 herein forms an essential part of this Agreement. The Contract Documents, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

19.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.15 Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the Services by the District as in compliance with terms of this Agreement and related specifications covering said Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Services required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with this Agreement of such failure to perform said Services to recover reasonable cost for such Services from the Contractor or, reduce the sums of money due Contractor by the cost of such Services. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

19.17 Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

____ day of _____, 2019

Witnesses:

**W.V.M.R. ENTERPRISES, INC.,
d/b/a BEACH POOL SERVICE, a
Florida corporation**

Print Name

By: _____
Print: _____
Title: _____

Print Name

____ day of _____, 2019

(CORPORATE SEAL)

STATE OF FLORIDA }

COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **W.V.M.R. ENTERPRISES, INC., d/b/a BEACH POOL SERVICE**, a Florida 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 knowledge.

Notary Public

Print Name

Commission Expires: _____

SECTION 5

THIRD AMENDMENT TO FACILITY USE AGREEMENT
(Baytree CDD Swimming Pool)

THIS IS A THIRD AMENDMENT TO FACILITY USE AGREEMENT, dated the ____ day of _____, 2019, between:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having the principal address of 135 W. Central Boulevard, Suite 320 Orlando, Florida 32801 (the "District"),

and

RENEE HUBERT, an individual, having the principal address of 1283 Millpond Road, Melbourne, FL 32940, **GINA PALOMBI**, an individual, having a principal address of 321 Carmel Drive Melbourne, FL 32940, and **DARCY SNYDER-COVINGTON**, an individual having a principal address of 395 Baytree Drive, Melbourne, FL 32940 (collectively, the "Instructor").

WITNESSETH:

WHEREAS, the District and Instructor entered into a Facility Use Agreement, dated August 25, 2017, an Amendment to Facility Use Agreement, dated December 22, 2017, and a Second Amendment to Facility Use Agreement, dated September 26, 2018, and each pertaining to the use of District swimming pool facilities by Instructor for the purposes of providing water aerobics instruction to Baytree residents and other members of the public (collectively, the "Agreement"); and

WHEREAS, the Instructor, RENEE HUBERT, GINA PALOMBI, and DARCY SNYDER-COVINGTON and the District desire to extend the term of the Agreement through September 30, 2020; and

WHEREAS, at a public meeting, the District Board of Supervisors authorized the proper District officials to execute this Third Amendment to Facility Use Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

Section 1. The foregoing recitals are true and correct and hereby incorporated into this Third Amendment to Facility Use Agreement.

Section 2. Section 4 of the Agreement, entitled "Term," is hereby amended, to the term of the Agreement through September 30, 2020.

Section 3. In all other respects, the original Agreement between the parties dated August 25, 2017, the Amendment to Facility Use Agreement, dated December 22, 2107, the Second Amendment to Facility Use Agreement, dated September 26, 2019, and any preceding amendments not in conflict herewith are hereby ratified reaffirmed and shall remain in full force and effect as provided by their terms. The Effective Date of this instrument shall be October 1, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Facility

Use Agreement and further agree that it shall take effect on the Effective Date defined therein.

Attest:

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Print name: _____
Assistant Secretary

Print name: _____
Chairman

_____ day of _____, 2019

**INSTRUCTOR:
RENEE HUBERT, an individual**

Witnesses:

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2019

Print Name

GINA PALOMBI, an individual

Witnesses:

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2019

Print Name

**DARCY SNYDER-COVINGTON, an
individual**

Witnesses:

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2019

Print Name

SECTION B

Website Compliance Proposal For

Baytree CDD

(<http://baytreecdd.org>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



www.VGlobalTech.com

Email: contact@VGlobalTech.com



BBB Rating: A+
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Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

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1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: High / Multiple Links, Docs, Images, Slider etc on Websites VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

2.1 One time (conversion and compliance cost):

	Task	Estimated hrs	Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	30 – 40 hrs	\$600
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	10 hrs	\$150
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)	40 – 50 hrs	\$750
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	10-20hrs	\$300
5.	Create a webpage showing websites ADA Compliance efforts	2 hr	\$50
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	2 hr	\$50
7.	Support (upto 1 hr / month) for the first year. Dedicated support person assigned	1 hr / month	\$600
	Total (one-time compliance / conversion cost)		\$2500 / one-time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Estimated hrs	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	1 – 2 hrs / month	\$100
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	1 - 2 hrs	\$75
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	2 hr	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	1 hr – 2 hrs/ month	\$700
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	2 - 3 hrs / month	\$250
	Annual Maintenance		\$1550 / year

2.3 Document Software and Conversion (PDF to RTF) Training (if customer wishes to do the conversion and compliance themselves without the maintenance contract quoted above)

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

	Task	Estimated hrs	Cost
1.	Setup VGlobalTech PDFBatchConvert Software for customer (customer drops the PDF's onto dropbox or a local folder setup by VGlobalTech). All PDFS will be converted to RTF and placed in the destination folder for customer to upload to the website. Support shall be provided for any conversion issues. *only valid PDF formats can be converted	----	\$750 / Year
2.	ADA Compliance Training (Doc conversion, readers, accessibility ADA Act, WCAG Standards etc)	2 hrs on site visit by VGlobalTech training team	\$650 onetime
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	2 hrs	\$100 / year
	Software and Training		\$850 / year \$650 onetime

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution has been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

For Customer

Date

VB Joshi

For VGlobalTech

Date

4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section* <https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints: <http://vglobaltech.com/website-compliance/>



www.VGlobalTech.com

Email: contact@VGlobalTech.com



SECTION C

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Baytree Community Development District ("District"), located in the Brevard County, Florida announces that professional engineering services will be required on a continuing basis for the District's anticipated capital improvements which may include work related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, amenity facilities, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Brevard County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one original and one electronic version of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on _____ to the attention of Mr. Jason M. Showe, c/o Governmental Management Services-Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 ("District Manager's Office").**

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

**BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION D

7/9/2019



Mr. Jason Showe
Governmental Management Services, Central Florida
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Phone: 407-841-5524 ext. 105 Fax: 407-839-1526 Mobile: 407-470-8825
jshowe@gmscfl.com

RE: Baytree Access Control Upgrades REVISION ONE (070919ND)

Dear Mr. Showe,

Thank you for giving us the opportunity to quote on your access control requirements for Baytree, a residential community located in Brevard County. Following is a description of the job to be performed and our cost quotation.

The cost information given should be considered budgetary at this time. When you have made your final decision as to the configuration of the job, we will be pleased to submit a final price.

WORK EFFORT

Our work effort is to provide an access control system for Baytree. This effort will consist of furnishing and installing two (2) proximity card readers, one (1) mag-lock and one (1) pedestal-mounted exit button to control access through one (1) ***existing*** and one (1) new powder-coated, ornamental aluminum pedestrian gate at the pool. Each card reader will be connected to and controlled by a web-based programmable entry controller located at the pool cabana. All other ***existing*** access control devices will retain their current locations and functionalities.

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, pedestals, swing gates, gate operators, access control devices, pedestrian gates, detector loops, loop detectors, concrete pads, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

Quotation for
- Baytree -
07/09/19
Page 1 of 5

NOTE: The existing card reader is obsolete and will not be reused. The existing access cards will no longer function.

BASE SYSTEM EQUIPMENT, PRICE AND CARD COSTS

Base System Equipment

- 2 ea HID proximity card reader
- 2 ea Surge suppression (power and control) for card reader
- 1 ea Linear eMerge web-based controller
- 1 ea Mag-lock
- 1 ea "Request to Exit" button
- 1 ea ACT pedestal for "Request to Exit" button
- 1 ea Ornamental aluminum pedestrian gate approximately 5' long x 6' high,
powder-coated forest green

Base System Price

Total base system price including equipment, installation and freight, as quoted:	\$9,665.00
--	-------------------

Card/Fob Costs

Standard Proximity Cards

Standard proximity access cards in quantities of 50-200, each:	\$4.20
Standard proximity access cards in quantities of 201-550, each:	\$4.05
Standard proximity access cards in quantities of 551-1050, each:	\$3.90
Standard proximity access cards in quantities of 1051-up, each:	\$3.80

Proxkey III Key Fob

Key Fob in multiples of 100, engraved each:	\$7.65
Key Fob in multiples of 100, stamped each:	\$7.65

Proximity Wristband

Rubber wristband, each:	\$7.20
-------------------------	---------------

NOTE: Local sales tax, shipping and handling will be added to the above prices per order.

OPTIONS

Option #1: To provide the labor and materials necessary to install two (2) additional proximity card readers, two (2) mag-locks and two (2) pedestal-mounted exit buttons to control access to two (2) the north and south pedestrian gates at the tennis court. Each card reader will be wirelessly connected to and controlled by the web-based programmable entry controller in the base system.

ADD TO BASE SYSTEM:

2 ea HID proximity card reader
2 ea Surge suppression (power and control) for card reader
2 ea Mag-lock
2 ea "Request to Exit" button
2 ea ACT pedestal for "Request to Exit" button
2 ea Wireless weigand bridge

Add to base system price: **+\$5,685.00**

Option #2: To provide the labor and materials necessary to install an additional web-based programmable entry controller at the front and back gates to control the *existing* RFID readers. These controllers would take the place of the *existing* units and would be linked with the controller at the pool to create a single, integrated system.

ADD TO BASE SYSTEM:

2 ea Linear eMerge web-based node
1 ea Database conversion

Add to base system price: **+\$2,635.00**

NOTE: High speed internet connections with static I.P. addresses will be required at each gate location.

Option #3: ACT Wi-Pak Communication System. This will allow wireless communication service for the controller in the base system. Any necessary equipment will be maintained and serviced for the duration of the contract term.

Set-up cost: **\$850.00**

Monthly cost (minimum twelve (12) month contract): **\$110.00**

NOTE: A Wi-Pak would be needed at each controller location.

INSTALLATION

Includes:

- Installing all equipment.
- Concrete work required for device mounting.
- Providing electrical power to system equipment.
- Providing of conduit and control wiring between equipment items.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.

Does Not Include:

- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be required in order to install equipment.
- Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.
- Cost of installing, and monthly rental on, high-speed internet service with a Static IP address required by telephone entrance device and/or programmable entry device.

ADDITIONAL INFORMATION

Warranty

Our warranty covers all parts, labor & travel, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is one year from date of completed installation.

Annual Service Agreement

In most cases customers choose, after the one-year warranty expires, to utilize our annual service agreement for the mechanical and electronic items. Please let us know if this would be of interest and I will be glad to work up the contract cost for your final system configuration.

Service Support

At ACT, we are very proud of our service department. We have provided sales and service in Central Florida since **1942** and have been installing and maintaining gated entry systems for over **25** years. ACT provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for all products sold. Because of this attention to service, calls are responded to the same or next working day with 95% of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, ACT is the right choice.

Quotation Expiration

This quotation remains valid for 30 days from the submission date. ACT reserves the right to requote after this time period elapses.

Terms of Sale

Normal terms of sale require that fifty percent (50%) of the quoted system cost is due at time of order. The remaining fifty percent (50%) is due upon completion of the installation.

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Steven Guettler
Access Control Technologies, Inc.
407-422-8850
steve.guettler@actflorida.com

Quotation for
- Baytree -
07/09/19
Page 5 of 5



May 31, 2019

Dear William Viasalyers,

Thank you for giving ADS Security, LP the opportunity to be your security provider.

Hello Bruce and Ryan, I have put together an access control system with security integration on the same panel. This system is used in many applications for high security purposes. The Access Control is our signature series, managed access system known as Securedoor. Once the system is installed, all your employies will recieve access cards that will alow access during the administered time frames through out the week. If an employee has been let go or leaves, all you have to do is email our Securedoor department to have there card removed. If someone needs a new schedule revision, it is the same process, email the changes and the Securedoor department will do the rest. Please feel free to email or call me with any questions/concerns.

Thank you,

Please review the attached document that explains this proposal for your custom security needs in detail. Below is a general summary of your proposal and a list of documents you will find attached.

Site (the protected premises)

Baytree

8207 National Dr

Melbourne, FL 32940

Contact: William Viasalyers

Phone: (321) 259-9060

	Installation	Monthly
Totals	\$14,913.00	\$74.00

Documents included in this proposal:

Coverletter

Proposal Details

System: Mag System

This is a Access Control system designed to be installed on two tennis court gates and two pool gates.

If you have any questions, please do not hesitate to call.

Thank you for the opportunity to earn your business,

Western Young

(321) 403-1670

wyoung@adssecurity.com

Proposal ID: 65834 • May 31, 2019

4356 Fortune Place, Suite A • Melbourne, FL 32904 • PHONE (321) 254-8877 WEB adssecurity.com

AL 0908 0001 0829 1962 073 0273 0231 0825 080 034 8-47409 072 0289, FL EF20000887 17682-0001-2008 EF20000900 217434-0001-2011 EG0000097, GA LMJ008710 LVA205158 LMJ205639 LVA2080781 LVA208037, IL 127001654, MS 15008579 15005720, NC 25544CSA SPFA/LV 5 1868, SC BAC 5181 FAC 3521 BAC 13625 FAC 13663 BAC 13668 FAC 13663 BAC 13760 FAC 13783 BAC 13777 FAC 13731, TN 885 1571 183 1051 1417 LV00599 LV00511



System - Mag System

Type: Access Control

Qty.

Base Installation:

Parts:

Access Control Reader	4.00
Access Control Module: Single Door Access Control Module (will need a Wiegand reader to work)	
CCTV Power Supply	1.00
4out 12VDC 5 Amp. Power supply	
Cellular Communicator	1.00
Cellular Communicator	
Keypad	1.00
Keypad, LC, alpha, white	
Magnetic Lock	4.00
1200LB MAGLOCK	
Proximity Reader	8.00
SMALL MULLION PRX W/3 CLR CVR	
Request to Exit	4.00
Emergency Request Exit Button with 30 Sec Timer	

Special Conditions:

Extra Labor, Difficulty	1.00
Extra labor and travel - Labor charges incurred due to difficulties beyond the usual scope of equipment installation or service.	
Sub-contracted Services	1.00
Trench and piping services - Sub-contracted Services	

Monitoring Services:

Cell Comm. Path for SecureDoor
Cellular radio system used as primary communication path to support SecureDoor Monitoring items.
ADS SecureDoor
Basic managed controlled access.

Notes:

Proposal ID: 65834 • May 31, 2019

4356 Fortune Place, Suite A • Melbourne, FL 32904 • PHONE (321) 254-8877 WEB adssecurity.com

AL 0000 0001 0629 1582 073 0273 0231 0825 080 094 S-47409 072 0289 FL EF20003587 17582-0001 2008 EF20000282 217434-0001-2011 EGP000097 GA LV1406710 LV1A206186 LV1205838
LV1A206078 LV1A206037 IL 127001654 MS 15008579 15605720 NC 2554 CSA SPFA LV11808 SC BAC 6181 FAC 3321 BAC 13826 FAC 13003 BAC 13800 FAC 13663 BAC 13780 FAC 13733 BAC
111777 FAC 13731 TN 886 1671 183 1991 1417 LV00699 LV00611

SECTION E

From: renee hubert mostmimi@yahoo.com
Subject: New water aerobics class.
Date: September 18, 2019 at 1:23 PM
To: svanderbilt@gmscfl.com



Hi Stacie,

I was wondering if there is any way we can add a temporary water class on Tuesday and Thursday. I was thinking October- December.
Thank you, Renee.

Sent from my iPad

SECTION V

SECTION A

Baytree CDD Action Items
10/2/2019

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Sidewalk/Tree Repair	Viasalyers	Ongoing	3/26/19	April 2019	November 2019	Sidewalks Complete/Working with Engineer on Trees to Obtain Permit
2	Guardhouse/Pool Electrical Boxes	Viasalyers	Ongoing	3/26/19	May 2019	October 2019	Awaiting Repairs from Vendor
3	Fence Along Rec Center	Viasalyers	Ongoing	3/26/19	May 2019	October 2019	Approved - Awaiting Repair/Trim by Landscapers
4	Gate System on Recreation Facilities	Viasalyers	Ongoing	4/3/19	May 2019	December 2019	First Proposal \$14k, plus \$74/monthly, Proposals to be discussed at Meeting
5	510 Royston Vegetation	Viasalyers	Ongoing	6/5/19			Waiting for Proposal - Must wait Until Dry Season
6	Kingswood Way Drainage	Viasalyers	Ongoing	6/5/19			Waiting for Proposal - Must wait Until Dry Season
7	Lake 1 Access	Viasalyers	Ongoing	6/5/19			Looking at Alternate Locations, Awaiting Vendor Review
8	Phase II Monuments Cleaning	Viasalyers	Ongoing	6/5/19	COMPLETE	COMPLETE	Proposal Approved - Awaiting Start

SECTION B

SECTION 2



DATE: 4/8/2019

TO: Baytree HOA
Attention: Maryelen Samitas
Melbourne, FL

FROM: Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
Double Micro Surface

Product	Description	Units	Quantity	Unit Price	Total Price
1.00	Double Micro-surfacing 30-34 lbs/SY	SY	86,925.00	\$ 3.80	\$ 330,315.00
2.00	Micro Surfacing Leveling	Ton	20.00	\$ 250.00	\$ 5,000.00
3.00	Crack Seal	Gal	2,800.00	\$ 22.00	\$ 61,600.00
4.00	Paint and Thermo (Stop Bars Only)	EA	1.00	\$ 6,000.00	\$ 6,000.00
5.00	Maintenance of Traffic	EA	1.00	\$ 5,000.00	\$ 5,000.00
6.00	Mobilization	EA	1.00	\$ 2,500.00	\$ 2,500.00
*	Terms and Conditions on Payment				
	- 50% upon acceptance, remainder upon completion.				
	* Price based on completing all roads at once*				
	If any patching is required it will be provided on a separate quote				
	*Every road may not be a Micro candidate, APS will ride roads with HOA to determine street list**				
	For budgeting purposes- APS will submit revised proposal when final street list is provided				
				Total	\$ 410,415.00

Respectfully Submitted,

Kris D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.



DATE: 4/8/2019

TO: Baytree HOA
Attention: Maryelen Samitas
Melbourne, FL

FROM: Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
Double Micro Surface- Phase 1 of 3

Product	Description	Units	Quantity	Unit Price	Total Price
1.00	Double Micro-surfacing 30-34 lbs/SY	SY	28,975.00	\$ 4.75	\$ 137,631.25
2.00	Micro Surfacing Leveling	Ton	10.00	\$ 250.00	\$ 2,500.00
3.00	Crack Seal	Gal	1,000.00	\$ 25.00	\$ 25,000.00
4.00	Paint and Thermo (Stop Bars Only)	EA	1.00	\$ 2,500.00	\$ 2,500.00
5.00	Maintenance of Traffic	EA	1.00	\$ 2,000.00	\$ 2,000.00
6.00	Mobilization	EA	1.00	\$ 2,500.00	\$ 2,500.00
*	Terms and Conditions on Payment				
	- 50% upon acceptance, remainder upon completion.				
	* Price based on completing HOA in 3 phases*				
	If any patching is required it will be provided on a separate quote				
	For budgeting purposes- APS will submit revised proposal when final street list is provided				
				Total	\$ 172,131.25

Respectfully Submitted,

Kris D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	TBD- Map will be provided							
				0.00		0	Total	\$0.00



Asphalt Paving Systems, Inc.
 Kris Shane - East Coast Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-892-0056

SECTION 3

*This item will be provided under
separate cover*

SECTION VI

SECTION A

Baytree Community Development District

Summary of Check Register

July 30, 2019 to September 23, 2019

Fund	Date	Check No.'s	Amount
General Fund	7/30/19	53516-53517	\$ 9,281.00
	8/6/19	53518-53521	\$ 25,982.24
	8/8/19	53522	\$ 1,980.00
	8/14/19	53523-53525	\$ 8,824.08
	8/20/19	53526-53535	\$ 35,514.18
	8/22/19	53536-53537	\$ 1,066.00
	8/28/19	53538-53541	\$ 5,496.12
	8/30/19	53542-53545	\$ 6,075.63
	9/6/19	53546	\$ 9,362.25
	9/10/19	53547-53550	\$ 17,122.63
	9/13/19	53551	\$ 13,665.00
	9/17/19	53552-53556	\$ 5,856.23
	9/21/19	53557	\$ 7,500.00
			<hr/> \$ 147,725.36
Capital Projects Fund	8/6/19	86	\$ 2,370.13
	9/10/19	87	\$ 298.00
			<hr/> \$ 2,668.13
Community Beautification Fund	7/30/19	33	\$ 5,250.00
	8/6/19	34	\$ 1,985.00
			<hr/> \$ 7,235.00
Payroll	<u>August 2019</u>		
	Carolyn E. Witcher	50436	\$ 184.70
	Gilbert M. Mills Jr.	50437	\$ 184.70
	Jerome S. Darby	50438	\$ 184.70
	Richard C Bosseler	50439	\$ 184.70
	Richard L. Brown	50440	\$ 184.70
			<hr/> \$ 923.50
			<hr/> \$ 158,551.99 <hr/>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/30/19	00193	7/01/19 15800095	201907 320-53800-46200	JANITORIAL SERVICES JUL19	*	431.00	
				COVERALL NORTH AMERICA, INC DBA			431.00 053516
7/30/19	00016	6/18/19 40692	201906 320-53800-47200	INSTALL PALMS/PLANTS	*	8,850.00	
				TROPIC-CARE OF FLORIDA, INC.			8,850.00 053517
8/06/19	00012	7/12/19 1908982	201906 310-51300-31100	ENG.-GENERAL COORDINATION	*	18,803.00	
		7/12/19 1908982	201906 310-51300-31100	REIMB CONSTRUCTION EXP	*	1,150.00	
				ATKINS			19,953.00 053518
8/06/19	00132	4/29/19 34801	201904 320-53800-34600	SECURITY 4/29/19	*	123.00	
				BREVARD COUNTY SHERIFF'S OFFICE			123.00 053519
8/06/19	00200	7/24/19 1821348	201907 320-53800-34500	SECURITY 7/18/19-7/24/19	*	2,703.12	
		7/31/19 1821362	201907 320-53800-34500	SECURITY 7/25/19-7/31/19	*	2,703.12	
				DOTHAN SECURITY INC			5,406.24 053520
8/06/19	00016	7/22/19 40853	201907 320-53800-47400	REMOVE TREE MATERIAL	*	500.00	
				TROPIC-CARE OF FLORIDA, INC.			500.00 053521
8/08/19	00004	6/30/19 157092	201906 310-51300-31500	MTG/CORRESPONDENCE/AUDIT	*	1,980.00	
				BILLING, COCHRAN, LYLES, MAURO&RAMSEY			1,980.00 053522
8/14/19	00200	8/07/19 1821400	201908 320-53800-34500	DELIVERY 8/1/19-8/7/19	*	2,703.12	
				DOTHAN SECURITY INC			2,703.12 053523
8/14/19	00008	8/06/19 6-634-17	201908 310-51300-42000	DELIVERY 8/1/19	*	150.80	
				FEDEX			150.80 053524
8/14/19	00021	8/01/19 340	201908 320-53800-34000	FIELD MANAGEMENT AUG19	*	2,320.75	
		8/01/19 340	201908 320-53800-49000	HOME DEPOT-SIGN POST	*	23.37	
		8/01/19 341	201908 310-51300-34000	MANAGEMENT FEE AUG19	*	3,411.50	

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/01/19 341	201908 310-51300-35100		*	133.33	
		INFO TECH AUG19					
		8/01/19 341	201908 310-51300-51000		*	1.29	
		OFFICE SUPPLIES					
		8/01/19 341	201908 310-51300-42000		*	23.37	
		POSTAGE					
		8/01/19 341	201908 310-51300-42500		*	56.55	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			5,970.16 053525
8/20/19	00047	7/31/19 S110556	201907 320-53800-41100		*	240.00	
		REPAIR BACKGATE/SMARTPASS					
				ACCESS CONTROL TECHNOLOGIES			240.00 053526
8/20/19	00193	8/01/19 15800102	201908 320-53800-46200		*	431.00	
		JANITORIAL SERVICES AUG19					
				COVERALL NORTH AMERICA, INC DBA			431.00 053527
8/20/19	00200	8/14/19 1821414	201908 320-53800-34500		*	2,703.12	
		SECURITY 8/8/19-8/14/19					
				DOTHAN SECURITY INC			2,703.12 053528
8/20/19	00039	7/08/19 357121	201907 320-53800-47000		*	60.00	
		QTRLY PEST CONTROL JUL19					
		7/09/19 355662	201907 320-53800-47000		*	2,413.00	
		AQUATIC WEED CTRL JUL19					
		7/25/19 355663	201907 320-53800-47000		*	350.00	
		NATURAL AREAS MGMT JUL19					
				ECOR INDUSTRIES			2,823.00 053529
8/20/19	00123	4/10/19 W16795	201904 320-53800-47500		*	1,000.00	
		RPLC LIGHT POLE/FLOOD					
				EAU GALLIE ELECTRIC INC.			1,000.00 053530
8/20/19	00023	7/17/19 3684789	201907 310-51300-48000		*	224.58	
		ANNUAL AUDIT SERVICES					
		7/24/19 3684810	201908 310-51300-48000		*	619.48	
		NOT OF PUB HEAR 8/7/19					
				FLORIDA TODAY			844.06 053531
8/20/19	00061	7/19/19 30255	201907 320-53800-49100		*	3,800.00	
		THERMOPLASTIC BARS/WALK					
				FAUSNIGHT STRIPE & LINE INC			3,800.00 053532
8/20/19	00016	7/29/19 40928	201907 320-53800-47200		*	5,475.00	
		GRIND STUMPS/RMV STUMPS					

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		7/30/19 40939	201907 320-53800-47400			*	1,443.00	
		IRRIGAITON REPAIRS						
		8/06/19 40863	201908 320-53800-47300			*	7,878.00	
		MONTHLY LAWN AUG19						
					TROPIC-CARE OF FLORIDA, INC.			14,796.00 053533
8/20/19 00082		7/16/19 6193	201907 320-53800-51300			*	8,788.00	
		RESURFACE TENNIS COURT						
					VARSITY COURTS, INC.			8,788.00 053534
8/20/19 00084		8/17/19 55394	201908 320-53800-49000			*	89.00	
		RENT STORAGE SEP19						
					VIERA STORAGE COMPANY			89.00 053535
8/22/19 00106		8/22/19 082219	201908 310-51300-49000			*	866.00	
		INSPECTION FEE/POOL PARK						
					BOARD OF COUNTY COMMISSIONERS			866.00 053536
8/22/19 00217		8/22/19 082219	201908 310-51300-49000			*	200.00	
		PERMIT FEE LAND CLEARING						
					BREVARD COUNTY			200.00 053537
8/28/19 00004		7/31/19 157523	201907 310-51300-31500			*	900.00	
		LEGISLATIVE/CORRESP/LEGIS						
					BILLING, COCHRAN, LYLES, MAURO & RAMSEY			900.00 053538
8/28/19 00200		8/21/19 1821427	201908 320-53800-34500			*	2,703.12	
		SECURITY 8/15/19-8/21/19						
					DOTHAN SECURITY INC			2,703.12 053539
8/28/19 00142		8/23/19 1017	201908 320-53800-47600			*	1,100.00	
		PRESSURE WASH MONUMENT						
					SMARTER PAINTING LLC			1,100.00 053540
8/28/19 00016		8/19/19 40977	201908 320-53800-47400			*	793.00	
		RPLC MIST HEADS/ROTARY						
					TROPIC-CARE OF FLORIDA, INC.			793.00 053541
8/30/19 00047		8/26/19 S111231	201908 320-53800-41100			*	240.00	
		GATE REPAIR 8/21/19						
					ACCESS CONTROL TECHNOLOGIES			240.00 053542
8/30/19 00208		8/06/19 S1900-32	201908 320-53800-47500			*	1,715.00	
		LIGHTING REPAIRS/REPLACE						
		8/23/19 S1900-36	201908 320-53800-47500			*	1,391.40	
		LIGHTING REPAIR/REPLACE						
					BEST ELECTRIC OF PALM BAY			3,106.40 053543

BAYT --BAYTREE-- KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/30/19	00200	8/28/19 1821440	201908 320-53800-34500	SECURITY 08/22-08/28/19	*	2,703.12	
				DOTHAN SECURITY INC			2,703.12 053544
8/30/19	00008	8/27/19 6-719-94	201908 310-51300-42000	PCKGE DELIVERED 8/22/19	*	26.11	
				FEDEX			26.11 053545
9/06/19	00218	9/04/19 09/04/19	201909 300-13100-10400	PARKING LOT PAVING-DEPOS	*	9,362.25	
				ADVANTAGE CONCRETE OF FLORIDA INC			9,362.25 053546
9/10/19	00193	9/01/19 15800108	201909 320-53800-46200	POOL CLEANING SRVC SEP19	*	431.00	
				COVERALL NORTH AMERICA, INC DBA			431.00 053547
9/10/19	00200	9/04/19 1821477	201909 320-53800-34500	SECURITY 8/29/19-9/04/19	*	2,125.68	
				DOTHAN SECURITY INC			2,125.68 053548
9/10/19	00021	5/09/19 CF0088	201902 320-53800-49000	UHAUL	*	36.69	
		9/01/19 342	201909 310-51300-34000	MANAGEMENT FEES SEP19	*	3,411.50	
		9/01/19 342	201909 310-51300-35100	TECHNOLOGY FEES SEP19	*	133.33	
		9/01/19 342	201909 310-51300-51000	OFFICE SUPPLIES	*	.15	
		9/01/19 342	201909 310-51300-42000	POSTAGE	*	2.50	
		9/01/19 342	201909 310-51300-42500	COPIES	*	238.95	
		9/01/19 342	201909 310-51300-41000	TELEPHONE	*	6.49	
		9/01/19 343	201909 320-53800-34000	FIELD MANAGEMENT SEP19	*	2,320.75	
		9/01/19 343	201909 320-53800-47600	HOME DEPOT-MONUMENT REPRS	*	37.59	
		9/04/19 CF0288	201909 320-53800-49000	HURRICANE PREP/REPAIR	*	500.00	
				GOVERNMENTAL MANAGEMENT SERVICES			6,687.95 053549
9/10/19	00016	9/04/19 41052	201909 320-53800-47300	LANDSCAPE MAINT SEP19	*	7,878.00	
				TROPIC-CARE OF FLORIDA, INC.			7,878.00 053550

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/13/19	00085	9/06/19 9426	201909 300-15500-10000		*	5,728.00	
		9/06/19 9426	201909 300-15500-10000		*	7,937.00	
			D&O/GEN LIAB/EMPLOY FY20	EGIS INSURANCE ADVISORS, LLC.			13,665.00 053551
9/17/19	00019	9/08/19 19349090	201909 320-53800-46200		*	625.00	
			POOL MAINTENANCE SEP19	BEACH POOL SERVICE			625.00 053552
9/17/19	00200	9/11/19 1821497	201909 320-53800-34500		*	2,703.12	
			SECURITY 09/05-09/11/19	DOTHAN SECURITY INC			2,703.12 053553
9/17/19	00039	8/07/19 357541	201908 320-53800-47000		*	2,413.00	
			AQUATIC WEED CNTRL AUG19	ECOR INDUSTRIES			2,413.00 053554
9/17/19	00008	9/03/19 6-726-23	201908 310-51300-42000		*	26.11	
			DELIVERY 08/23/19	FEDEX			26.11 053555
9/17/19	00084	9/16/19 55942	201909 320-53800-49000		*	89.00	
			RENT STORAGE OCT19	VIERA STORAGE COMPANY			89.00 053556
9/21/19	00021	9/15/19 346	201909 300-15500-10000		*	7,500.00	
			ASSESSMENT ROLL-FY20	GOVERNMENTAL MANAGEMENT SERVICES			7,500.00 053557
TOTAL FOR BANK A						147,725.36	
TOTAL FOR REGISTER						147,725.36	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/25/19 PAGE 1
 *** CHECK DATES 07/30/2019 - 09/23/2019 *** BAYTREE CAPITAL PROJECTS
 BANK B BAYTREE CDD-RESERVE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/06/19	00003	7/29/19 072919	201907 600-20700-10000		*	2,610.00	
		REIMB SIDEWALK PAYMENT					
		7/29/19 072919	201907 600-13100-10000		*	239.87-	
		REIMB SIDEWALK PAYMENT					
			BAYTREE CDD				2,370.13 000086
9/10/19	00032	9/10/19 344	201909 600-53800-46300		*	298.00	
		POOL TABLES					
			GOVERNMENTAL MANAGEMENT SERVICES				298.00 000087
				TOTAL FOR BANK B		2,668.13	
				TOTAL FOR REGISTER		2,668.13	

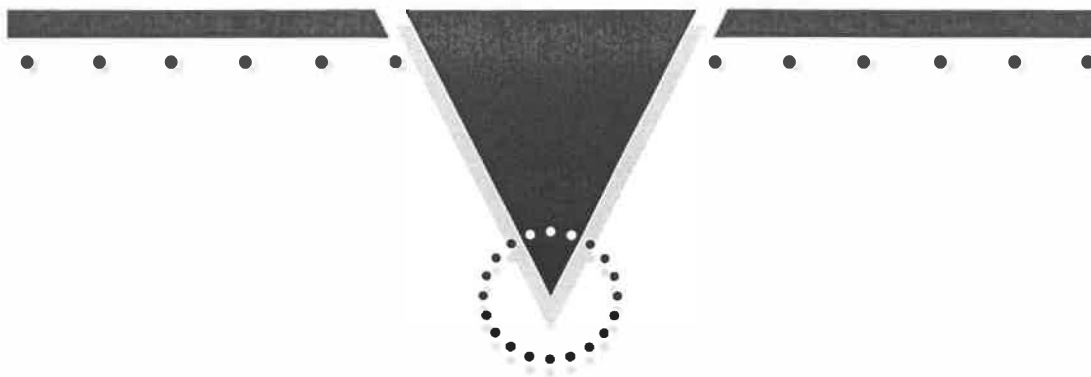
BAYT --BAYTREE-- KCOSTA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/25/19 PAGE 1
 *** CHECK DATES 07/30/2019 - 09/23/2019 *** BAYTREE BEAUTIFICATION
 BANK D BAYTREE CDD-COMM BEA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/30/19	00002	6/18/19 40692	201906 600-53800-46000		INSTALL SYLVESTER PALMS	*	5,250.00	
								5,250.00 000033
TROPIC-CARE OF FLORIDA, INC.								
8/06/19	00008	6/24/19 S1900-21	201906 600-53800-46000		INSTALL 5 LIGHTS	*	1,985.00	
								1,985.00 000034
BEST ELECTRIC OF PALM BAY								
TOTAL FOR BANK D							7,235.00	
TOTAL FOR REGISTER							7,235.00	

BAYT --BAYTREE-- KCOSTA

SECTION B



Baytree

Community Development District

Unaudited Financial Reporting
August 31, 2019



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4	Capital Reserves Fund
5	Pavement Management Fund
6	Community Beautification Fund
7	Pavillion Project Fund
8-9	Month to Month
10	Assessment Receipt Schedule

Baytree
Community Development District
 Combined Balance Sheet
 August 31, 2019

	General Fund	Capital Projects Fund	Pavillion Project	Totals (Memorandum Only) 2018
<u>Assets:</u>				
<u>Cash:</u>				
Wells Fargo	\$84,226	---	---	\$84,226
SunTrust - Capital Reserves	---	\$78,068	---	\$78,068
SunTrust - Pavement Management	---	\$272,629	---	\$272,629
Regions - Community Beautification	---	\$9,296	---	\$9,296
Suntrust - Pavillion Project	---	---	---	\$0
Due From Capital Reserves	\$8,788	---	---	\$8,788
Due From General Fund	---	\$1,985	---	\$1,985
<u>Investments:</u>				
Custody	\$1,029	---	---	\$1,029
Total Assets	\$94,043	\$361,978	\$0	\$456,021
<u>Liabilities:</u>				
Accounts Payable	\$2,476	---	---	\$2,476
Due To Community Beautification Fund	\$1,985	---	---	\$1,985
Due To General Fund	---	\$8,788	---	\$8,788
<u>Fund Balances:</u>				
Assigned	---	\$69,280	---	\$69,280
Assigned	---	\$272,629	---	\$272,629
Assigned	---	\$11,281	\$0	\$11,281
Unassigned	\$89,582	---	---	\$89,582
Total Liabilities and Fund Equity & Other Credits	\$94,043	\$361,978	\$0	\$456,021

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
Revenues:				
Maintenance Assessments	\$853,142	\$853,142	\$857,087	\$3,945
Interest Income - Investments	\$0	\$0	\$3	\$3
Miscellaneous Income (IOB Cost Share Agreement)	\$34,297	\$25,628	\$25,628	\$0
Miscellaneous Income	\$4,000	\$3,667	\$7,869	\$4,202
Transfer In	\$0	\$0	\$0	\$0
Total Revenues	\$891,439	\$882,437	\$890,586	\$8,150

Expenditures:

Administrative

Supervisor Fees	\$8,000	\$7,333	\$7,000	\$333
FICA Expense	\$612	\$561	\$536	\$26
Engineering	\$25,000	\$22,917	\$67,786	(\$44,869)
Assessment Administration	\$6,420	\$6,420	\$7,500	(\$1,080)
Attorney Fees	\$17,750	\$16,271	\$19,958	(\$3,687)
Annual Audit	\$3,400	\$3,400	\$3,400	\$0
Management Fees	\$40,938	\$37,527	\$37,527	\$0
Information Technology	\$1,600	\$1,467	\$1,467	\$0
Telephone	\$150	\$138	\$0	\$138
Postage	\$1,500	\$1,375	\$1,315	\$60
Insurance	\$13,805	\$13,805	\$13,010	\$795
Tax Collector Fee	\$13,980	\$13,980	\$13,964	\$16
Printing & Binding	\$1,700	\$1,558	\$846	\$712
Legal Advertising	\$1,200	\$1,100	\$1,221	(\$121)
Other Current Charges	\$1,700	\$1,558	\$4,406	(\$2,848)
Office Supplies	\$200	\$183	\$154	\$29
Property Taxes	\$250	\$250	\$242	\$8
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$138,614	\$130,252	\$180,740	(\$50,489)

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$143,687	\$131,713	\$129,320	\$2,393
Security - Speed Control	\$10,000	\$9,167	\$3,198	\$5,969
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$12,000	\$11,000	\$7,630	\$3,370
Telephone - Gate House/Pool	\$6,420	\$5,885	\$8,673	(\$2,788)
Transponders	\$4,500	\$4,125	\$1,233	\$2,892
Field Management Fees	\$27,849	\$25,528	\$25,528	\$0
Electric	\$55,000	\$50,417	\$44,408	\$6,009
Water & Sewer	\$10,460	\$9,588	\$6,895	\$2,694
Gas	\$7,800	\$7,150	\$6,364	\$786
Maintenance - Lakes	\$36,600	\$33,550	\$30,742	\$2,808
Maintenance - Landscape Contract	\$90,000	\$82,500	\$84,012	(\$1,512)
Maintenance - Additional Landscape	\$19,000	\$17,417	\$26,915	(\$9,498)
Maintenance - Pool	\$17,000	\$15,583	\$15,510	\$73
Maintenance - Irrigation	\$6,000	\$5,500	\$13,970	(\$8,470)
Maintenance - Lighting	\$9,000	\$8,250	\$24,132	(\$15,882)
Maintenance - Monuments	\$6,000	\$5,500	\$4,105	\$1,395
Maintenance - Fountain	\$0	\$0	\$350	(\$350)
Maintenance - Other Field (R&M General)	\$4,000	\$3,667	\$7,732	(\$4,065)
Maintenance - Playground	\$2,000	\$1,833	\$0	\$1,833
Maintenance - Tennis Court Area	\$1,000	\$917	\$702	\$215
Holiday Landscape Lighting	\$4,000	\$4,000	\$6,853	(\$2,853)
Operating Supplies	\$750	\$688	\$0	\$688
Sidewalk/Curb Cleaning	\$11,000	\$10,083	\$9,279	\$804
Miscellaneous	\$1,000	\$917	\$3,985	(\$3,068)
Total Operation and Maintenance	\$486,266	\$446,177	\$462,638	(\$16,461)
<u>Reserves</u>				
Transfer Out - Capital Projects - Paving Baytree	\$66,466	\$66,466	\$66,466	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$21,716	\$21,716	\$21,716	\$0
Transfer Out - Reserves	\$120,454	\$120,454	\$120,454	\$0
Transfer Out - Community Beautification Fund	\$45,265	\$45,265	\$45,265	\$0
Transfer Out - Rebalance First Quarter Operating	\$12,658	\$0	\$0	\$0
Total Reserves	\$266,559	\$253,901	\$253,901	\$0
Total Expenditures	\$891,439		\$897,279	
Excess Revenues (Expenditures)	\$0		(\$6,693)	
Fund Balance - Beginning	\$0		\$96,275	
Fund Balance - Ending	\$0		\$89,582	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
<u>Revenues:</u>				
Transfer In	\$120,454	\$120,454	\$120,454	\$0
Interest Income	\$100	\$92	\$21	(\$70)
Total Revenues	\$120,554	\$120,546	\$120,475	(\$70)
<u>Expenditures:</u>				
Lake Bank Restoration	\$30,000	\$30,000	\$52,287	(\$22,287)
Sidewalk/Gutter Repair	\$13,000	\$11,917	\$4,992	\$6,925
Drainage Maintenance	\$10,000	\$9,167	\$0	\$9,167
Curb - Tree Trimming/Replacements	\$6,500	\$5,958	\$0	\$5,958
Tennis Court Resurfacing	\$16,200	\$16,200	\$16,212	(\$12)
Pool Furniture	\$7,500	\$6,875	\$0	\$6,875
Rear Camera Gates	\$4,000	\$4,000	\$6,079	(\$2,079)
Pavilion Parking	\$20,000	\$18,333	\$0	\$18,333
Playground	\$0	\$0	\$6,229	(\$6,229)
Bank Fees	\$0	\$0	\$60	(\$60)
Total Expenditures	\$107,200	\$102,450	\$85,859	\$16,591
Excess Revenues (Expenditures)	\$13,354		\$34,616	
Fund Balance - Beginning	\$7,277		\$34,664	
Fund Balance - Ending	\$20,631		\$69,280	

Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
<u>Revenues:</u>				
Transfer In - Baytree	\$66,466	\$66,466	\$66,466	\$0
Transfer In - IOB	\$21,716	\$21,716	\$21,716	\$0
Interest Income	\$75	\$69	\$96	\$27
Total Revenues	\$88,257	\$88,251	\$88,278	\$27
<u>Expenditures:</u>				
Roadway Paving	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$88,257		\$88,278	
Fund Balance - Beginning	\$122,350		\$184,351	
Fund Balance - Ending	\$210,607		\$272,629	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
<u>Revenues:</u>				
Transfer In	\$45,265	\$45,265	\$45,265	\$0
Total Revenues	\$45,265	\$45,265	\$45,265	\$0
<u>Expenditures:</u>				
Bank Fees	\$150	\$150	\$150	\$0
Beautification Projects	\$0	\$0	\$96,186	(\$96,186)
Monument Improvements	\$0	\$0	\$9,526	(\$9,526)
Transfer Out	\$0	\$0	\$0	\$0
Total Expenditures	\$150	\$150	\$105,862	(\$105,712)
Excess Revenues (Expenditures)	\$45,115		(\$60,597)	
Fund Balance - Beginning	\$66,878		\$71,878	
Fund Balance - Ending	\$111,993		\$11,281	

Baytree
Community Development District
Pavillion Project
 Summary of Revenues & Expenditures
 For The Period Ending August 31, 2019

	Adopted Budget	Prorated Budget Thru 08/31/19	Actual Thru 08/31/19	Variance
<u>Revenues:</u>				
Baytree BCA Funding	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
<u>Expenditures:</u>				
Pavillion	\$0	\$0	\$59,962	(\$59,962)
Contingency	\$0	\$0	\$950	(\$950)
Total Expenditures	\$0	\$0	\$60,912	(\$60,912)
Excess Revenues (Expenditures)	\$0		(\$60,912)	
Fund Balance - Beginning	\$0		\$60,912	
Fund Balance - Ending	\$0		\$0	

**Baytree
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$236,178	\$526,519	\$27,359	\$17,082	\$3,732	\$27,624	\$6,914	\$11,647	\$33	\$0	\$0	\$857,087
Interest Income - Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$0	\$8,480	\$8,574	\$0	\$0	\$8,574	\$0	\$0	\$25,628
Miscellaneous Income	\$3,500	\$229	\$270	\$234	\$0	\$1,234	\$693	\$506	\$260	\$331	\$614	\$0	\$7,869
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$3,500	\$236,407	\$526,789	\$27,593	\$17,082	\$13,446	\$36,890	\$7,420	\$11,908	\$8,938	\$614	\$0	\$890,586
Expenditures:													
Administrative													
Supervisor Fees	\$600	\$0	\$800	\$0	\$800	\$0	\$1,000	\$2,000	\$800	\$0	\$1,000	\$0	\$7,000
FICA Expense	\$46	\$0	\$61	\$0	\$61	\$0	\$77	\$153	\$61	\$0	\$77	\$0	\$536
Engineering	\$2,395	\$1,350	\$7,784	\$0	\$0	\$0	\$36,305	\$0	\$19,953	\$0	\$0	\$0	\$67,786
Attorney Fees	\$1,620	\$1,305	\$2,205	\$1,148	\$3,420	\$1,260	\$3,713	\$2,408	\$1,980	\$900	\$0	\$0	\$19,958
Assessment Administration	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400	\$0	\$0	\$0	\$3,400
Management Fees	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$0	\$37,527
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$1,467
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$68	\$159	\$30	\$150	\$18	\$183	\$163	\$219	\$88	\$10	\$226	\$0	\$1,315
Insurance	\$12,547	\$0	\$0	\$0	\$463	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,010
Tax Collector Fee	\$0	\$13,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,964
Printing & Binding	\$143	\$20	\$77	\$67	\$134	\$26	\$85	\$127	\$85	\$26	\$57	\$0	\$846
Legal Advertising	\$0	\$164	\$0	\$0	\$0	\$0	\$214	\$0	\$0	\$225	\$619	\$0	\$1,221
Other Current Charges	\$64	\$58	\$105	\$62	\$49	\$1,694	\$56	\$53	\$1,099	\$51	\$1,116	\$0	\$4,406
Office Supplies	\$32	\$2	\$1	\$23	\$24	\$1	\$23	\$23	\$23	\$1	\$1	\$0	\$154
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	\$20,807	\$14,843	\$4,995	\$8,513	\$6,710	\$45,179	\$8,527	\$31,035	\$4,756	\$6,641	\$0	\$180,740

**Baytree
Community Development District**

Field:

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Security Contract	\$12,008	\$11,806	\$13,159	\$10,846	\$10,846	\$10,796	\$13,516	\$11,007	\$10,812	\$13,710	\$10,812	\$0	\$129,320
Security - Speed Control	\$0	\$738	\$369	\$246	\$861	\$615	\$369	\$0	\$0	\$0	\$0	\$0	\$3,198
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
Maintenance - Gate House	\$5,271	\$606	\$9	\$324	\$271	\$381	\$0	\$0	\$288	\$240	\$240	\$0	\$7,630
Telephone - Gate House/Pool	\$732	\$749	\$717	\$733	\$757	\$759	\$902	\$841	\$869	\$814	\$801	\$0	\$8,673
Transponders	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700	\$533	\$0	\$0	\$0	\$1,233
Field Management Fees	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$0	\$25,528
Electric	\$3,732	\$3,709	\$3,909	\$3,933	\$4,034	\$3,961	\$4,138	\$4,217	\$4,331	\$4,208	\$4,234	\$0	\$44,408
Water & Sewer	\$657	\$597	\$798	\$577	\$513	\$754	\$278	\$680	\$664	\$643	\$733	\$0	\$6,895
Gas	\$35	\$76	\$894	\$1,389	\$1,625	\$835	\$1,025	\$340	\$75	\$35	\$35	\$0	\$6,364
Maintenance - Lakes	\$2,473	\$2,763	\$2,473	\$4,972	\$2,413	\$2,763	\$2,473	\$2,763	\$2,413	\$2,823	\$2,413	\$0	\$30,742
Maintenance - Landscape Contract	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,878	\$7,878	\$7,878	\$7,878	\$0	\$84,012
Maintenance - Additional Landscape	\$50	\$0	\$0	\$3,000	\$0	\$5,964	\$450	\$3,000	\$8,976	\$5,475	\$0	\$0	\$26,915
Maintenance - Pool	\$1,326	\$2,812	\$1,078	\$1,733	\$1,056	\$2,151	\$1,406	\$1,056	\$1,231	\$1,231	\$431	\$0	\$15,510
Maintenance - Irrigation	\$2,843	\$0	\$1,492	\$175	\$0	\$825	\$927	\$0	\$3,977	\$2,938	\$793	\$0	\$13,970
Maintenance - Lighting	\$2,219	\$0	\$3,970	\$1,252	\$0	\$1,426	\$7,670	\$0	\$4,084	\$406	\$3,106	\$0	\$24,132
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$3,005	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$4,105
Maintenance - Fountain	\$0	\$0	\$0	\$0	\$0	\$175	\$0	\$0	\$175	\$0	\$0	\$0	\$350
Maintenance - Other Field (R&M General)	\$410	\$89	\$100	\$1,365	\$229	\$544	\$1,380	\$2,400	\$923	\$179	\$112	\$0	\$7,732
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	-\$421	\$0	\$0	\$9,279
Miscellaneous	\$185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$3,985

Total Field	\$56,752	\$33,765	\$38,875	\$42,466	\$35,507	\$42,869	\$44,355	\$37,204	\$49,551	\$46,281	\$35,011	\$0	\$462,638
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Reserves:

Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,466	\$0	\$0	\$0	\$0	\$66,466
Transfer Out - Capital Projects - Paving IOB Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,716	\$0	\$0	\$0	\$0	\$21,716
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,454	\$0	\$0	\$0	\$0	\$120,454
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,265	\$0	\$0	\$0	\$0	\$45,265

Total Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$253,901	\$0	\$0	\$0	\$0	\$253,901
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Total Expenditures	\$85,488	\$54,572	\$53,718	\$47,460	\$44,021	\$49,579	\$89,534	\$299,632	\$80,586	\$51,937	\$41,652	\$0	\$897,279
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Excess Revenues (Expenditures)	(\$81,988)	\$181,835	\$473,072	(\$19,868)	(\$26,939)	(\$36,133)	(\$52,643)	(\$292,212)	(\$68,679)	(\$42,099)	(\$41,038)	\$0	(\$6,693)
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**BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2019

TAX COLLECTOR

Gross Assessments \$ 888,832
Net Assessments \$ 853,279

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Interest Income	Net Amount Received
11/13/18	ACH	\$ 10,572.78	\$ 555.08	\$ -	\$ 10,017.70
11/26/18	ACH	\$ 235,583.75	\$ 9,423.62	\$ -	\$ 226,160.13
12/6/18	ACH	\$ 523,205.88	\$ 20,928.73	\$ -	\$ 502,277.15
12/19/18	ACH	\$ 25,127.65	\$ 885.78	\$ -	\$ 24,241.87
1/10/19	ACH	\$ 27,488.01	\$ 824.63	\$ -	\$ 26,663.38
1/28/19	ACH	\$ -	\$ -	\$ 695.25	\$ 695.25
2/7/19	ACH	\$ 17,484.73	\$ 402.88	\$ -	\$ 17,081.85
3/6/19	ACH	\$ 3,769.34	\$ 37.70	\$ -	\$ 3,731.64
4/3/19	ACH	\$ 27,624.75	\$ 1.25	\$ -	\$ 27,623.50
5/1/19	ACH	\$ -	\$ -	\$ 77.63	\$ 77.63
5/6/19	ACH	\$ 6,666.95	\$ -	\$ 169.62	\$ 6,836.57
6/5/19	ACH	\$ 3,769.34	\$ -	\$ 113.08	\$ 3,882.42
6/14/19	ACH	\$ 7,538.68	\$ -	\$ 226.16	\$ 7,764.84
7/24/19	ACH	\$ -	\$ -	\$ 33.02	\$ 33.02
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Totals		\$ 888,831.86	\$ 33,059.67	\$ 1,314.76	\$ 857,086.95