

*Baytree Community  
Development District*

*Agenda*

*June 3, 2020*

# AGENDA

# *Baytree*

## *Community Development District*

---

219 E. Livingston Street, Orlando, FL 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

May 27, 2020

Board of Supervisors  
Baytree Community  
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, June 3, 2020 at 1:30 p.m. via Zoom: <https://zoom.us/j/98056126324>**. Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
  - A. Security
  - B. BCA
3. Approval of Minutes of the May 6, 2020 Meeting
4. New Business
  - A. Presentation of Revised Fiscal Year 2021 Proposed Budget
  - B. Consideration of Engineering Agreements
    - i. Professional Engineering Agreement with Dewberry, Inc.
    - ii. Work Authorization #1 for General Services
    - iii. Work Authorization #2 for Speed Hump Evaluation
  - C. Consideration of Revocable License Agreement for Golf Course Path
  - D. Presentation of Number of Registered Voters – 994
  - E. Ratification of Time Change of Water Aerobics Class
  - F. Discussion Items
    - i. Workshop Agenda
    - ii. Suntree Bank
5. CDD Action Items/Staff Reports
  - A. CDD Action Items
  - B. Additional Staff Reports
    - i. Attorney
    - ii. Engineer
    - iii. District Manager
      1. Field Manager's Report
6. Treasurer's Report
  - A. Consideration of Check Register
  - B. Balance Sheet and Income Statement
7. Supervisor's Requests
8. Public Comment Period
9. Adjournment

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

The third order of business is the approval of the minutes of the May 6, 2020 meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A is the presentation of the revised Fiscal Year 2021 proposed budget. A copy of the updated budget is enclosed for your review. Section B is the consideration of engineering agreements. Sub-Section 1 includes the professional engineering agreement with Dewberry, Inc. and Sub-Sections 2 & 3 include the Work Authorizations for your review. Section C is the consideration of the revocable license agreement for the golf course path. A copy of the agreement is enclosed for your review. Section D is the presentation of the number of registered voters within the boundaries of the District. A copy of the letter from the Brevard County Supervisor of Elections is enclosed for your review. Section E is the ratification of the start time of the water aerobics class. The e-mail requesting the change is enclosed for your review. Section F are the discussion items. There is no back-up material.

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 3 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that will be provided under separate cover.

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

The seventh order of business is Supervisor's Requests.

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

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

Sincerely,

*Jason M. Showe*

Jason M. Showe,  
District Manager

Cc: Michael Pawelczyk/Dennis Lyles, District Counsel  
Rey Malavè, District Engineer  
Darrin Mossing, GMS

# MINUTES

MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, May 6, 2020 at 1:30 p.m. via Zoom Teleconference.

Present and constituting a quorum were:

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

Also present were:

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

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

Mr. Showe: This meeting is being conducted pursuant to the Governor's Executive Orders 20-52 and 20-69. Those orders were subsequently extended through Executive Order 20-112, whereby the District may currently conduct meetings of its Board of Supervisors without having a quorum of its members physically present or at any specific public location, through the utilization of communications such as telephone and video media technology. This meeting is being held to address items necessary for the proper operation of the District. Today's meeting is being conducted remotely via Zoom, which allows for participation by video or telephone conference. Access information for this meeting was provided in the District's meeting notice on the District's website and/or by contacting the District Manager in advance of the meeting. In order to facilitate public participation, we requested that participants provide comments in advance of the meeting via email, phone or mail. We received one comment from Mr. Scougall

about opening the facilities, which was provided to the Board. I will also check emails after the meeting. If there are any additional public comments, we can receive those at this time. Typically, we have public comments at the end of the meeting, but what we are going to do at this time, to ensure there is some public comment, is we will have a brief period at the beginning of the meeting to allow for comments for items on the agenda as well as some comments after the meeting. As host of the meeting, I will announce when the audience comments are permitted. If you want to provide comment, we ask that you raise your hand, which is a tool of Zoom or send a chat. We are trying to monitor this the best we can, but at certain points we will open it up for public comment. When providing public comment, I will do my best to call on you by name. Sometimes your names show, sometimes they don't, so we will do our best. I will note that this is a new application of technology and we are all learning this together, so we ask that you be patient and bear with us as we work through these. We would also ask that when audience members address the Board, you state your first name, last name and address. We want to limit all public comments to three minutes each. As a reminder, no person other than a Board Member or staff shall be permitted to enter into discussions with another speaker. Both counsel and I have another meeting at 5:00 p.m., so we would like to conclude this meeting by 4:30 p.m. if possible. We would also ask that if you have any noise making devices, please place them and your microphones on mute unless you are addressing the Board during public comments. Those are some brief notes. Are there any questions from the Board? Hearing none, are there any additional comments Mike?

Mr. Pawelczyk: No, I do not.

## **SECOND ORDER OF BUSINESS**

### **Community Updates**

#### **A. Security**

Mr. Showe: I don't know if anyone is here from the security company. Are there any questions or comments for security at this time?

Ms. Witcher: Are we having any problems?

Mr. Darby: Jason, the only thing that I want to bring up is we had repeated failure of the camera systems over the last month, which I believe was associated with a router problem. I know Wayne was aware of it and I spoke to Matt about it as well. Have we resolved that problem? Is that an AT&T problem or internal infrastructure problem?

Mr. Viasalyers: To the best of my knowledge, we replaced one of the routers already and worked on another one and there haven't been any issues lately.

Mr. Darby: Okay.

Mr. Mills: The only thing that I have, is on Sunday, Linda and I went back by the tennis courts and swimming pool, and noticed a car sitting there. I didn't pay too much attention to it. I thought they were waiting for someone. Then when William and I did our ride around through the community on Monday, the same car was at a different spot and the driver was smoking pot. So, we went to front gate and William informed the guard to be aware of this particular individual. We certainly don't want to encourage that n. William, do you want to add anything?

Mr. Viasalyers: No. We identified the car, but not the person and passed that information on to security to keep an eye out to see what residence they were going to in the future.

Mr. Showe: The only other item is that someone crashed through the resident lane. We don't know if it is a visitor or resident yet, but a call was replaced for repair. As soon as they can get out there, it will be taken care of. William is viewing video footage and if we can find out who it was, we will definitely send them the bill. That's all we have for security.

## **B. BCA**

Mr. Showe: Is there a BCA update? I don't see anyone raising their hands.

Mr. Darby: I don't know if the Board is aware, but Jason and I received complaints about aggressive dogs.

Mr. Showe: Yes.

Mr. Darby: In my opinion, this is a BCA matter and not a CDD matter. So, we are not getting ourselves involved at all.

Mr. Showe: Correct. Just for clarity sake, we can't tell whether it's a BCA issue or not. We can definitely ensure that it's not a CDD issue.

Mr. Darby: Okay.

Mr. Showe: It would be either a BCA, county, city or some other law enforcement agency issue.

Mr. Viasalyers: It's a BCA issue.

Mr. Darby: Yes, I agree.

Mr. Viasalyers: There are specific covenants relative to pets.

**THIRD ORDER OF BUSINESS****Approval of Minutes of the February 5, 2020 Meeting**

Mr. Showe: We received comments from Board members prior to the meeting, which will be incorporated into the final version. I just wanted to open it up to the Board to see if there are any other changes or comments.

Mr. Darby: I'm good.

Mr. Showe: We will have a roll call vote for clarity of the record.

On MOTION by Mr. Mills seconded by Mr. Bosseler, with all in favor, the Minutes of the February 5, 2020 Meeting, were approved, as amended.

**FOURTH ORDER OF BUSINESS****New Business****A. Resolution 2020-02 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing**

Mr. Showe: This is your annual start to the budget process. Resolution 2020-02 approves the Proposed Budget, which is behind the resolution, and sets the public hearing for August 5, 2020 at 12:00 p.m. at Baytree National Golf Links, which is your regular Board meeting date, time and location. It also directs us to transmit this budget to the county, 60 days in advance of approval. The *General Fund* is largely the same as what you have seen in the past. Operations are largely the same. We've done our best to find some funds where available. The biggest change is we increased your *Paving Fund*, in accordance with the District Engineer's recommendation that was made in 2014. We increased your contribution of \$100,000 to the *Paving Fund*. That was the cap. It's important to note that in 2014, we started placing \$60,000 in that fund every year. Per their recommendation, we increased it to \$100,000. The largest change is we had to reduce the amount of money we are putting into reserves. So that's what you will see in some of the later pages. Next, you will see all of the narrative for the District. In your *Capital Projects Fund*, we included what we expect to spend for the rest of Fiscal Year 2020 and included projects for 2021. The 2021 projects are our standard projects, such as lake bank restorations, sidewalk, gutter, drainage management, curb and tree replacements. It's kind of a limited scope of large scale projects for next year. We have your proposed *Pavement Management Fund*, which has funds available. I know that at a later point, the Board is going to discuss maybe a different way to approach that as we go forward. We also have the *Community*

*Beautification Fund*, which is on Page 13. It shows you the balances remaining in that fund, as well as the calculation for Operations and Maintenance (O&M) and our proposed assessment to the Isles of Baytree. With that, we can open it up for the Board for any questions.

Mr. Darby: The one thing that I'm concerned about and I expressed before, Jason, is the amount we are going to put into *Engineering*. Later in the meeting, we are going to talk about alternative engineering firms. If you take a look at what we spent to date, plus a couple of outstanding work orders, potentially we can spend upwards of \$60,000 with *Engineering*, although it's unlikely. Certainly, it's going to be more than \$25,000. So, I'm just wondering if that number should be increased to be more in line with what we project for this year.

Mr. Showe: We can look at that any way that you recommend. The main thing with this budget as we projected so far, is that we have not projected any increase in assessments.

Mr. Darby: Right.

Mr. Showe: So, to the extent that you would want to increase that line item, we would likely just decrease the amount that would go into *Reserves* to offset it. We projected an additional \$25,000 for the remainder of the year. I don't think we will hit that, but we try to be fairly conservative with the budgets at this stage when we are doing them.

Mr. Darby: Right.

Mr. Mills: There are plenty of *Reserves*. The point is if we go with another engineering firm and their prices are higher than what we currently pay, we certainly have the funds available to pay it.

Mr. Showe: I think on a short-term basis that's correct, but that would leave me to a secondary comment on the budget. One of the major considerations that we had over the last several years in terms of pressure on the budget, is the difference going from \$60,000 to \$100,000 for *Pavement Management*. So that's taking essentially \$40,000 a year that you used to have as *Reserves* and dedicated it to the paving project. Although we don't think it's necessary this year, unless the Board wants to, we definitely need to start looking at some kind of an assessment increase in future years. That would be my recommendation. If the Board wanted to, you could approach that now, but I don't think it's necessary at this time.

Mr. Mills: I don't either.

Mr. Bosseler: No. I think one of the things that we needed to do is to have that workshop and try to hash out options for the paving, long term.

Mr. Showe: Correct.

Mr. Mills: I was going to bring that up later, Rick. There are several things we missed that we need to address at the workshop. We already have one scheduled for July, so maybe we should just keep that date.

Mr. Showe: Correct.

Mr. Darby: Jason, I also noticed in *Capital Projects*, that we didn't put anything into the back area of our playground. We just finished with the survey of likes and dislikes of that area, and I'm just wondering if we should maybe put a placeholder of \$20,000 into that particular line item, depending on what we decide to do once we get to a workshop.

Mr. Showe: Yes. We certainly can do that for now, just so you can see what it looks like. Obviously, any approvals of expenses would be done by the Board at a later point. Just utilizing it as a placeholder, doesn't impact the bottom line. We can certainly do that once we revise this with the Board's direction.

Mr. Darby: Okay. Good.

Mr. Brown: I don't know whether it's capital or not, but we talked about the additional speed hump on Old Tramway Drive.

Mr. Darby: That would go under the *Pavement Fund*, wouldn't it?

Mr. Showe: Correct.

Mr. Brown: I understand.

Ms. Witcher: Anything with asphalt goes under the *Pavement Fund*.

Mr. Showe: Correct.

Mr. Darby: Jason, just a matter of clarification, I know that we are going to send out a bunch of keys for the new pool area once we open up the pool. That's a whole separate discussion.

Mr. Showe: Correct.

Mr. Darby: Was that accounted for in the 2020 budget or does it have to be in the 2021 budget?

Mr. Showe: That's actually accounted for in the 2020 budget and is part of the expense. We already funded some of that through the *Capital Projects Fund*. So that has already been paid for.

Mr. Darby: Alright. Thank you.

Mr. Showe: There is a minor pavement remaining, but the majority has been completed.

Mr. Mills: It also needs to be in the 2020 budget to replace if needed.

Mr. Showe: We will have to look at either the *Beautification Fund* or potentially, the *Capital Projects Fund*. Right now, that is not included in what we have.

Mr. Mills: Wasn't that in the 2020 budget?

Mr. Showe: I don't believe it was. We talked about it, but I don't think we ever earmarked funds for that specifically.

Mr. Mills: I thought we earmarked \$7,000 for that, but maybe I'm wrong.

Mr. Bosseler: On Page 11, under *Playground* for *Capital Improvements* for 2020 is \$21,400. We are not going to spend that in the near future.

Ms. Witcher: Was that for the fencing that we were supposed to be replacing in the back?

Mr. Bosseler: It just says *Playground*.

Mr. Showe: I think we were looking at some playground or recreation improvements. Part of that is to do some improvements at the tennis court. We have spent almost \$10,000 out of that account so far this year and haven't allocated any additional expenses for 2020.

Ms. Witcher: What about the gate on the tennis court? When we were changing the locks on the pool, we were discussing putting a lock on the tennis court and you had to use your card to get in?

Mr. Showe: The Board looked at that proposal and we are still waiting for some further direction. So that amount was not included in this.

Mr. Darby: I think I put that as a discussion item for the workshop.

Mr. Showe: Correct. I think it was in the neighborhood of another \$8,000, if I recall correctly. I don't have that one specifically right in front of me.

Mr. Mills: We can carry the \$11,400 over to the *Playground* so at least we have some seed money.

Mr. Showe: If you do that, I think that impacts your projections at this point, so it's just a matter of making sure that we have funds to complete the rest of the projects.

Mr. Mills: It's too bad that we couldn't have a workshop prior to the budget hearing. Maybe what we need to do is to just go ahead and approve the budget as it is. Then in 2022 when we discuss it at our workshop, we can carry those over to the 2022 budget.

Mr. Showe: Right. I think typically what the Board does is to approve this as the adopted budget. The Board said that they don't want to increase assessments. So, we have a budget to work with. Typically, at your next meeting, which is June we would have another round of just reviewing the budget and making some changes to it at that point. Obviously, we can continue to refine this budget between now and August when it's ultimately adopted.

Mr. Mills: Okay.

Mr. Showe: I know that we haven't taken public comment at the beginning so if the Board doesn't have any more questions, we can try to open it up in an organized matter as we can, to allow for public comment on this or any other item on the agenda today.

Mr. Mills: I'm good.

Mr. Showe: Hearing none, I will try to open it up for audience comments. The only comment I received was from Mr. Scougall in reference to opening the facilities again. This would be the point for any audience member to make comments. Mr. Wilkerson is raising his hand.

Mr. Wayne Wilkerson (BCA): I just want to get clarification on the pool door and the lock. Has that been discussed? I know we just talked about that and I want to make sure that we are going to receive card access on that backside gate.

Mr. Showe: I can address that. It's on our Action Items List. Because of the closure right now and not knowing when they are going to open, as soon as we know that we can open and the Board approves keeping the pool open, we can mail those keys out. Given the current situation, we didn't want to create any more confusion with sending out old keys, reopening and having people not being able to access it right when it opens.

Mr. Wilkerson: When do you expect to have the locks on the gate?

Mr. Showe: The system is active right now. They installed it; however, there is minor work to do. They just basically need to switch from the old system to the new system.

Mr. Wilkerson: Okay.

Mr. Showe: So, it's there and installed for the most part. Again, once we know that we can reliably open the pool, we will send the keys out, but not with everything going on now. We just didn't want to create any more confusion right now.

Mr. Wilkerson: Okay. Thank you.

Mr. Showe: It's ready. Are there any other audience comments?

Mr. Greg Scougall (432 Birchington Lane): I just have two quick questions. Maybe you will discuss it later. I know a number of folks on this conference call or at large are probably interested in what the Board may or may not have decided on the existing speed hump. One of the ones along Baytree, is more debated than the other. The other question is if the Board is going to discuss and decide on opening some or more of the facilities, specifically the tennis court.

Mr. Showe: Sure. I believe both of those topics will be ones that the Board want to discuss now, so if you have comments on either one of those, this would be the time to address those. I don't know that we are going to be able to do it individually.

Mr. Mills: They are on the agenda, are they not?

Mr. Showe: The reopening of the facilities is not, but I did anticipate that we would have that discussion. We included that as part of the message we sent out to the Board and the residents. Are there any other comments, Mr. Scougall?

Mr. Scougall: I guess. I'm just not sure. I don't want to be repetitive of voicing the comments that were in the email. In generally, I'm in favor of opening up the facilities and letting residents use them at their own risk, just as we do any other facilities throughout; groceries, beaching, etc. Regarding the speed humps, it looks like there has been some work from the Board to do some fact finding. I saw some kind of sound monitoring device and some other tools, such as a traffic monitoring device. I'm interested in hearing what the reports were on that and the criteria for deciding on whether or not we are going to be able to remove that speed hump and remove the noise issue with the residents around that speed hump.

Mr. Scougall: That's all.

Mr. Showe: Does any other resident want to make any comments on items that are on the agenda? I don't see any hands raised, so I'll leave the open for a moment or two. If you have a comment you can unmute yourself and state your name and address for the record. Are there any other audience comments? Hearing none, we will bring the resolution back to the Board. I will note as typical with our process, we will make some of the revisions that the Board requested right now. When you have your June meeting, we will keep this item on the agenda so you can continue to discuss and refine that from there.

Mr. Darby: Jason, just one point of clarification. On the location, you have, "Baytree National Golf Links." Do you have situations where you can say, "or via a virtual meeting?"

Mr. Showe: Mike can better address that, but we don't know if the Governor is going to continue to extend that. Right now, we are advertising meetings in both formats. So, it would say, "Either here or electronically." I think it's best to advertise a location and move forward unless Mike disagrees.

Mr. Pawelczyk: We agree with that. The Executive Order that allows us to meet virtually was extended last week by the Governor with no end date. So that means it's a 60-day effective Executive Order, unless otherwise disposed of by the Governor. I will say that the Executive Order, which extended the ability to meet virtually, adopts the findings of the Governor's task force. One of the findings of that task force is for Phase 2, which would apply to Brevard County, would encourage local governments to start opening up and having in person meetings with social distancing in the media room. It would also encourage local governments if the Governor so permits, to continue to have a Zoom meeting or open phone line for either the at-risk population or those who are concerned with going to a public meeting in June. I expect by August that we will be closer to normal. For the June meeting, it's likely that we will advertise it as a regular meeting with the ability to meet virtually, depending on what the Governor does over the next three weeks. We will have to wait and see. I just want to give an overview. For now, we would adopt the resolution as drafted. That doesn't impact the way we notice the budget public hearing and it doesn't have to go out until 20 to 30 days before the hearing anyway. So, we are basically going to hold that notice until July to send to the newspaper for publication when we will know more by then. That's it.

On MOTION by Mr. Darby seconded by Mr. Bosseler, with all in favor, Resolution 2020-02 Approving the Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing for August 5, 2020 at 12:00 p.m. at the Baytree National Golf Links, was approved.

#### **B. Review and Ranking of Proposals for District Engineering Services**

Mr. Showe: This is a follow up to a prior request. The Board authorized a Request for Qualifications (RFQ) for engineering services. Two firms provided proposals, which are in your agenda package; Dewberry Engineers, Inc. (Dewberry) and JMT. It's important to note that this is an RFQ, so it does not include pricing. That is by design. Should you choose to change your District Engineer, you would pick the firm that you think is the most qualified of the proposals as the number one ranked vendor. Then we would bring back to you a contract that includes their

standardized pricing. Until you select one, you really don't get pricing. The intent is that you pick the most qualified firm that meets your qualifications.

Mr. Mills: Jason, I received a phone call from Maryelen stating that they did not submit an RFQ because she felt that there was nothing personal against anyone on the Board, but they are a larger organization and are looking at a different way to move forward. If we want to retain them, fine. She said that it's not a personal issue and she will help in any way, shape or form in the transition between them and the new organization. They have been very open and willing to cooperate in any way that they can, in order to facilitate if we decide to change firms.

Mr. Darby: That's good to hear.

Mr. Pawelczyk: If you don't change, you have an existing agreement with them anyway. So, if you decide to reject all bids and not move forward with this, you could stick with your current District Engineer.

Mr. Art Breitner (Kingswood): My suggestion would be, if we have two proposals, unless one of them is non-compliant, we should go out and ask for pricing for both so we can get an idea whether one of them is priced significantly different than the other.

Mr. Pawelczyk: That's prohibited by Florida Law.

Mr. Showe: Correct.

Mr. Pawelczyk: As Jason explained, the Board's job today is to either decide not to move forward or to rank the two proposers and authorize District Staff to negotiate with the number one ranked firm based on their qualifications. We would presumably come back and try to negotiate rates that are the same or less than your current rates and bring back a contract for the Board to consider. That's the way it's typically done.

Mr. Showe: Correct.

Mr. Pawelczyk: If the Board says, "No, we don't like that contract," then we can go to the second ranked firm because they didn't agree to our terms. The problem is that you are kind of stuck with this Consultants Competitive Negotiation Act (CCNA) requirement to negotiate with the most qualified firm. That's why we had to proceed in this manner. Does that answer your question, Art?

Mr. Breitner: That answers my question. It makes little sense, but that's okay.

Mr. Pawelczyk: It's local government procurement so of course it doesn't make any sense.

Mr. Bosseler: I reviewed both proposals. Dewberry had two or three clients in Brevard County; one being the Viera East Country Club. That made me feel very good. JMT has all of their customers in the Tampa Bay area. I didn't see anything on this side of the state. I'm interested in Dewberry.

Mr. Mills: I agree. What I liked about them is they have a fairly large staff that could accommodate us. What I also liked about them is the fact that they have close to 3,000 employees nationwide. JMT looks like they are limited. They proved a graph on where their workload is, and it looks like they are almost at the max point of 75% and beyond. So, I am also interested in Dewberry.

Mr. Darby: I did some research and found out that Dewberry was ranked 38 out of 500 firms on the *Engineers News Record*, while JMT was ranked 52<sup>nd</sup>. Also, of the 14 people from JMT that was assigned to our team, 11 were located in Tampa. All 11 that were assigned to our team from Dewberry were in Orlando. They have experience with Brevard County, which JMT does not. Interestingly, if you look at the *Southeast Revenue Rankings*, of how much business they do in the southeast, Dewberry is ranked 11<sup>th</sup> out of 120 firms and JMT isn't even ranked. So, if you take a look at these firms, Dewberry stands out much better than JMT. I suspect that GMS has some experience with Dewberry as well.

Mr. Showe: That is correct. They handle both of our Brevard County properties; Montecito, which is in Satellite Beach and Viera East and several of our properties in Orlando. I asked around and no one at GMS had any specific information from JMT. That doesn't mean they can't provide service. I'm just not in a position to provide any insight on that particular firm.

Mr. Mill: When you want something done, how quickly do they respond?

Mr. Showe: I think like most engineering firms, they are busy, so it takes time to get some information from them, but I think that's similar to what you see in the entire industry. We are familiar working with them, and I know that they put out a good product.

Mr. Mills: Okay.

Mr. Bosseler: One quick question. When they come to meetings that you attend, are they better prepared and articulate clearer than what we had in the past couple of years?

Mr. Showe: I would say that they are good at articulating things and explaining in a way that you understand. They are also good to work with and provide recommendations. I made sure that they received a copy of the RFQ, because I feel that they provide good service.

Mr. Mills: Do you need a motion for us to proceed with them or how do you want to handle that, Jason?

Mr. Showe: A motion from the Board would be to rank Dewberry as the number one ranked firm and authorize staff to negotiate a contract that would be brought back at the next available Board meeting.

Mr. Mills: We haven't heard from Carolyn or Rick. Do they have anything to add?

Mr. Brown: I agree with Jerry. I did some research. They have had a long-standing relationship with GMS and Jason just solidified it in my mind. Of the two, I would say that Dewberry is the better choice.

Mr. Mills: Do you have any comments, Carolyn?

Ms. Witcher: Dewberry sounds good, but I would like to get quotes. What do you think?

Mr. Showe: As Mike indicated, we can't do that under the CCNA process.

Mr. Pawelczyk: The proper motion is to rank Dewberry number one and JMT number two and authorize staff to negotiate and bring back a contract from Dewberry at the next meeting.

On MOTION by Mr. Mills seconded by Mr. Bosseler, with all in favor, Ranking Dewberry Engineers, Inc. as the number one ranked firm for engineering services and JMT number two and authorize staff to negotiate and bring back a contract from Dewberry at the next meeting, was approved.

### **C. Review and Acceptance of Fiscal Year 2019 Draft Audit Report**

Mr. Showe: So, we don't have to wait for another meeting, we presented you with the draft audit. I think it's similar to what you have seen in most cases. If you go to the last section, on Pages 29 and 30, that's the overall reporting. What you will find is this is a clean audit. They are statutorily required to look at certain provisions and that's what is listed in that letter. They indicated that there are no findings or prior year findings. The District did not meet any emergency conditions. They didn't make any recommendations and they didn't have anything that gave them anything other than a clean audit. We can open it up for Board discussion or the

Board could make a motion to approve the draft audit in substantial form, allowing for additional comments from staff and allowing us to transmit it to the State when finalized.

Mr. Mills: I would like to say that it's reflective of the job that GMS does for the Board.

Mr. Showe: We appreciate that.

On MOTION by Mr. Darby seconded by Ms. Witcher, with all in favor, the Fiscal Year 2019 Draft Audit Report, was approved and Staff authorized to transmit to the State of Florida.

**D. Discussion Items**

**i. Speed Humps**

Mr. Showe: We did some speed studies throughout the community. We were thankful that our Engineer was able to find us a vendor, which did some of these speed studies. They provided us multiple tables on each location they tested, but we included at least just the summary and the agenda. As an overview, in general, when you look at these, there are some numbers that tell you what percentage of drivers are over the speed limit. So, at the site that they tested at Baytree Drive between Glastonbury Place and Duncastle Court, it was 49% over the speed limit for that day. At Baytree Drive between Bradwick Way and Daventry Drive, 44% were driving over the speed limit. At the Old Tramway Drive location between Montrose Way and Chatsworth Drive, it appears 20% were over the speed limit. On Kingswood Way, 58% were over the speed limit. Rick did some testing of the sound and his findings were provided to the Board, last night. At this time, we can open it up for the Board's discussion.

Mr. Darby: I just want to clarify, on Kingswood Way, the number of speeders were over 20 miles-per-hour (mph), not 25 mph through the rest of Baytree.

Mr. Showe: That's where I got the 58% from. So, it's 52% and 6%.

Mr. Darby: Okay.

Mr. Mills: Jason, can you put up the noise measurements for the rest of the people that are online to see it?

Mr. Showe: Sure.

Mr. Mills: I think it would advantageous as Rick goes through this, to see what he's talking about. Is that okay with you, Rick?

Mr. Brown: Sure.

Mr. Mills: I was shocked at the number of vehicles.

Mr. Brown: I spent different times over a four-day period measuring the decibel levels of vehicles traveling down Baytree Drive going over the speed hump in front of 385 Baytree Drive, the Sunters house and in front of the Rasmussens house. According to the Environmental Protection Agency (EPA), decibel levels at 70 are considered to be normal and any decibel level at 85 or above over a continuous period of time could cause loss of hearing. Out of the 440 vehicles that I took decibel levels on, I think that the numbers speak for themselves. The vast majority of vehicles, including pickup trucks and landscaping vehicles with attached trailers, are at 70 decibels or less. Those vehicles were going over that speed hump on those days I was there. I tried to do early morning, mid-morning and mid-afternoon. The majority are below 70 decibels. Those that go between 70 and 80 are primarily large delivery trucks. When they go over that speed hump, I measured decibels in the low to mid 70s. The vehicles that registered over 85 decibels, the loudest was the man who was actually on a ride on mower who passed within 3 feet of me. He registered 87 decibels. Many of you may know the family that has a dog on Old Tramway Drive that runs and barks. The vehicles that make the loudest noise in the mid-70s are primarily Lexus SUVs. So, we might want to consider banning Lexus SUVs in the neighborhood. Basically, there was really no sustained noise level above 80 decibels. The vast majority was less than 70 decibels. The instrument that I use is approved by the National Institute of Occupational Safety and Health and is used in different settings to measure decibel levels. So, I think based upon what I've seen, there is no noise issue, to the point where it would be detrimental to someone's hearing. I noticed in the minutes where Mrs. Sunter indicated that she could hear the noise in the back of her house. I'm standing right outside by the speed hump measuring the sound, within 15 to 20 feet of that vehicle going over that speed hump measuring the sound that is coming out of that vehicle. So, I'm somewhat confused about what I measured, how that could be making a lot of noise inside of a home that is probably 30 to 40 yards away from the speed hump through a cinderblock wall and hurricane windows.

Mr. Mills: What I found interesting, Rick, is the noise level from I-95 where you were standing, was between 48 and 60 decibels.

Mr. Brown: Yes. That was early in the morning.

Mr. Mills: When William and I met with Mrs. Sunter on her porch, we could hear I-95. That sound was equal to what we could hear as vehicles were going over the speed hump.

Mr. Brown: There are some vehicles like Corvettes that have a loud muffler. Some kids have loud mufflers on their cars, but a couple of Corvettes and Porsches, were in the mid-70s. A garbage truck that was the loudest.

Mr. Scougall: It sounds like the survey measured whether or not there was the danger of hearing loss. At the risk of speaking for the homes around there, I don't believe there was ever a question about being afraid. It was more of a question of annoyance. I think you said above 85 decibels is a danger for hearing loss. Is that correct?

Mr. Brown: What I said was that a decibel level at 70 is considered normal, where people are talking to one another. The statistics show that the vast majority of vehicles going over that speed hump, registered at a decibel level less than 70. I wasn't focused on the loss of hearing. I was focused on noise. They were very specific about the noise level. The noise level based upon what I measured, doesn't exist.

Mr. Scougall: Thanks for that clarification.

Mr. Showe: I think we can bring it back for Board discussion.

Mr. Brown: The one person that stopped by to talk to me was the lady that delivers the mail. She talked to me for about a good five to ten minutes about how grateful she was that the speed humps were there because it slowed people down. She didn't think it was noisy at all, but she was passed a number of times on Baytree Drive, Old Tramway Drive and Kingswood Way by speeders. Standing by the speed hump, you can see people coming in from the main gate. When they make that second turn, which is kind of like a little straightaway heading towards that speed hump, they pick up speed. Then they see the sign for the speed hump, and they slow down. So those speed humps do make people slow down. Some people go over the speed bump at 25 or 30 mph, but the ones that were going over at 25 to 35 mph, weren't making a lot of noise.

Mr. Breitner: Rick that sounds like a good study that you put together, but the noise from a Corvette engine or from any vehicle, because of the size of the engine or whatever, has nothing to do with speed humps. You are going to have that noise whether you have a speed hump or not.

Mr. Bosseler: I was walking a couple of weeks ago and a few houses further south where the golf cart path cross over is, there is a large house on the right side. I stopped and introduced myself to a new family that moved in recently and asked them about the noise from the speed hump. He reaffirmed that we have a terrible speeding problem from some vehicles. He also said,

"If you moved it down to my house, I wouldn't like it in front of my house, but wouldn't object to it." He firmly believes that it is important to have it.

Mr. Brown: Rich, I was absolutely amazed seeing you stand there for many hours watching vehicles coming down that main drag on Baytree Drive to that first speed hump at the front gate. You can see how they made that turn and see them speeding up. They started slowing down when they saw the speed hump. So, it works.

Mr. Bosseler: Yes. Our second speed hump is perfect because of the golf course crossover. Nobody is objecting to that one at all. I'm just throwing it out there. We may not be able to decide this today, but why don't we all take a look at both the golf course crossovers as a possibility for Baytree Drive.

Mr. Showe: If the Board is amenable, Mrs. Sunter would like to speak.

Mr. Mills: That's fine.

Ms. Susan Sunter (385 Baytree Drive): I wasn't going to speak at all, but I'm the best judge of what is too noisy. I never made a complaint in the 10 years I have lived here, but I'm beside myself at what I'm hearing, that nobody thinks that noise is loud. Those of us being affected by it are certainly sure of it. We are not babies and are not delicate. We accepted the I-95 noise. I don't even know what to say. I guess I'm happy that Mr. Bosseler is suggesting relocating it. It is a nightmare for us, and it is a misery. I don't care what the decibel meter said. It's like having that barking dog in front of your house all the time. I'm sure all of you can hear that dog inside of your house. That is what we have all the time here. It sounds like all of you are committed to these speed humps, so I suggest moving it closer to the gate that isn't around a lot of homes or the golf cart crossing. It is right in front of my house and the noise is a nightmare. Thank you for letting me be heard.

Mr. Darby: I really don't have a dog in this fight, but I look at the data from the speeding and it's confusing to me. The reason it is confusing is on Baytree Drive where we put two speed humps, about 50% of people speed. Right Jason?

Mr. Showe: Correct.

Mr. Darby: On Old Tramway Drive where we have no speed attenuation at all, only 20% speed. How is it possible that we have a speed deterrent there as opposed to a wide-open road like Old Tramway Drive? We have seen speeders on Old Tramway Drive, but they data doesn't reflect that, and I just don't understand that. I don't know if the test was not set up correctly or

we should have engaged a Traffic Engineer to reassess this problem? This data doesn't make sense to me.

Mr. Mills: Jerry, I think the strip that calculated speed was placed in the wrong place. It should've been placed closer to where Rick Brown and Wayne Wilkerson live, because that is a straight stretch through that entire area. I would be obliged to go back and have another traffic study done. We could put one there. Another stretch is as you come out from Balmoral Way up to Arundel Way. I think we should spend the money, quite honestly, to put two more strips back there and see what results we can come back with.

Mr. Darby: I'm not opposed to that. In fact, the engineering firms that we are considering have many people in their firms that are traffic experts. Perhaps rather than doing it ourselves, we should have professionals come in, set it up and provide us with the data.

Mr. Showe: We can certainly do that. I will note that the one on Old Tramway Drive was placed between Montrose Way and Chatsworth Drive. It's kind of in the middle of a curve, where folks naturally slow down. Old Tramway Drive is curvier than most of the roads, so it may just be a product of the design of that road.

Mr. Darby: I will quote my good friend Mr. Brown who says that we have speeders all over the place on Old Tramway Drive. This data does not show that. That's what's troubling. That's why I think having professionals set up the test and move all of the variables possible, makes sense.

Mr. Mills: So, are we going to move forward with a decision today or are we going to wait until the workshop?

Ms. Witcher: Get a price on how much it would cost through an engineering firm.

Mr. Showe: The first step would be to get the new engineer on board, or we can use this firm. They came out and mobilized quickly and it was inexpensive. We can always get more data that way too. It depends on what the Board recommends.

Mr. Bosseler: I personally think we need to deal with the issue at 385 Baytree Drive before we proceed to the next issue. Are we going to leave that speed hump there or move it? We don't have to relocate it. We just have to remove it. You can have more discussion, but I would like to propose we remove the speed hump at 385 Baytree Drive as soon as possible.

Mr. Darby: Can I amend that motion, Richard?

Mr. Bosseler: Sure.

Mr. Darby: With its removal, I propose conducting another traffic study to determine the most effective use of speed reduction techniques or impediments possible, including speed humps and any other vehicles that a professional Traffic Engineer would recommend.

Mr. Bosseler MOVED to remove the speed hump at 385 Baytree Drive as soon as possible and performing additional traffic studies and Mr. Darby seconded the motion.

Mr. Showe: Is there any further discussion?

Ms. Witcher: If they say that was the best place to put it, is Susan going to be alright with us putting it back in?

Mr. Showe: I suspect the answer to that is no.

Ms. Sunter: The answer is no. I think even Mr. Brown doing his study would have to concur that once they slow down for the speed hump, they speed right back up again. To cause this amount of misery for something that really doesn't seem to be controlling the speed, doesn't make sense to me. However, if you move it slightly north to a place where there are no houses, I would not want to see it come back in front of my house at all. If they are already a quarter of a mile apart, what's the difference if they are a little wider apart. I'm sure that we could find a better place for it. So no, I would be exceedingly happy if it was moved and unhappy if it was put back. It just has a whole trailer park look right in front of my house. This has been more upsetting to me than the virus. I have to mute myself again.

Mr. Showe: Okay. Is there any other discussion?

Mr. Scougall: I don't know if there is any intent to have signs are up there, temporarily. Is it necessary to have the large signs that don't appear to be compliant with the other Baytree signs? Maybe it's just while people get familiar with the speed hump.

Mr. Mills: They weren't temporary, Greg.

Mr. Darby: I think the county requires those exact signs.

Ms. Witcher: I think so too. I think that's what we discussed when we put them in.

Mr. Showe: Yes. The speed humps require specific signage under Department of Transportation (DOT) regulations so the engineer specs those signs per those regulations.

Mr. Mills: Both of them, Jason or just one?

Mr. Showe: We can double check and see what's required. Obviously if the Board chooses to remove the speed hump, then those signs would come down as well.

Mr. Darby: If we choose to put in speed humps at different locations, those signs will go in. I know for sure that you must have a warning sign 100 feet on either side of the speed hump.

Mr. Showe: Right. Is there any other discussion?

Mr. Geoffrey Studds (7971 Chatham Court): It's premature to remove things before the studies are done to finalize what the solution is.

Mr. Mills: Going back to what Carolyn said, the Engineer was the one that said that's where that speed hump should go. I hear what Geoff is saying. I don't want to cause the Sunters any more heartache than they have already gone through. The fact is we probably should've said to them or any of the neighbors that we are considering putting a speed hump in and we didn't do that. Being Chair, I assume full responsibility. We should've and didn't. I agree with Rick. No matter where we put it, it's not going to slow the speeding.

Mr. Studds: In your defense, Mel, you held public meetings before any construction was done so I think that's fair warning. That's my opinion.

Mr. Mills: You are right, Geoff. It's been years that we talked about this.

Mr. Studds: Yes. There was a committee of members of the BCA and the CDD that got input from community residents about ways to stop speeding. Their recommendation was for speed humps on Baytree Drive, Kingswood Way and Old Tramway Drive. That was vetted by the BCA Board numerous times and by the CDD Board numerous times over a two-and-a-half-year period. We finally did something and now people are upset. I'm sorry, but you had two-and-a-half years to get involved. I don't how the noise issue that I measured supports the noise issue.

Mr. Wilkerson: Let me ask you this, Jason. In the future, if we put in new speed humps, do all residents have to agree? Let's clarify that.

Mr. Showe: That is a policy of the Board, when and if they decide to install additional speed humps or whatever they do. It would be a Board decision as the owner representatives of that property.

Mr. Wilkerson: I would like to hear from the Board now on where they are going to put the one in front of Susan's house. Are they going to move it in front of someone else's house and are we going to ask for their permission to do that? I think we should be clear.

Mr. Mills: I agree, Wayne.

Mr. Bosseler: As I stated a couple of minutes ago, the one gentleman said he would not object to having one at the golf course crossover. There is only one house there. If there was another house next to his house, we would have to talk to them.

Mr. Mills: I'm going to try to use some common sense here. If we moved it from the Sunters property more towards the north, the houses on the left-hand side are going to be affected by it, but in the long run, we are going to need, in my opinion, to add more speed humps in order to keep the speeding down. The two that we did were just for test purposes only. I can certainly appreciate the Sunters not wanting one in front of their house. I would've preferred them to say to us, "We just don't want it here." We've gone through extensive tests to prove the fact that it's not above normal noise, but if they are bothered by it, we as a Board have to correct it.

Mr. Darby: Wayne, the way that I envisioned the current motion on the floor, which we have not voted on yet, is to remove the one at 385 Baytree Drive, and not take any further action on any speed reducing until we have a legitimate traffic study advising us where, when and how to place stop signs, humps or flashing radar signs. That is what I propose and what the motion states.

Mr. Wilkerson: That's reasonable, but that is going to take a lot of time. You are looking at a year before we are going to do anything else. In my opinion, Jerry, it's going to neuter the whole program. If that's what we want to do, that's fine, but the committee that was put together by the CDD and BCA, came back and interviewed the residents, looked at various studies and that was the recommendation. Susan is a friend and I don't want her in a situation like this; however, if we say, "Let's just kick this can down the road and take this speed bump up so we don't have to listen to Susan," that's not a solution to the speeding problem. Ordering another traffic study is a cop out.

Mr. Darby: I think the only way we are going to find the appropriate solution is to have experts come and tell us what to do. I think we all agree that there is a speeding problem. The Board attempted to put this in as a test, as Mel indicated. Interestingly, one location has had no complaints, but the one at 385 Baytree Drive, has had numerous complaints. It's hard to say. It looks like the test was half successful, and I would hate to continue putting in speed humps around the community and then get into the situation that we are having with the Sunters where we have very unhappy residents. There has to be a way in which we can appease both issues.

Mr. Mills: To Carolyn's point, if the engineers come back and say that's where it needs to go, then what do we do?

Mr. Darby: That's a good point. There are two ways we can look at this. It is a CDD issue and it goes where we tell them it needs to go because we control the infrastructure, or we can consult with residents before we take any action.

Ms. Witcher: My suggestion is we do not take it out until we receive a report from our engineers. Why go through the expense and then have to move it again back and forth? We are going to have the experts come in and look at it, tell us where to put them and that's where we put them.

Mr. Wilkerson: I'm on the ARC Committee for the BCA and have a map of the Baytree development. I can tell you that any other location on Baytree Drive, north of 385 is going to be in front of somebody's house.

Mr. Darby: Yes.

Mr. Showe: If the Board is amenable, Ms. Sunter would like to speak again.

Mr. Darby: I'm fine with it.

Ms. Sunter: There is an area closer to the gate where there are no homes. You can put one there and no homes would be affected, but the irony is if I had been given a chance to vote on the speed humps, I might have said, "Yeah, let's give them a chance." I was not even opposed when I first saw it. I said, "Oh, that's interesting, let's hope that this takes care of the speeding problem," but it didn't take me 20 minutes before I realized what a disruption it was going to be for me. So, I probably would have voted initially to give it a try. Maybe giving it a try was what we needed to do here, but it is a much bigger disruption than anybody probably could have imagined. I don't know what else to say. The only other upscale community I know of in all of Brevard County that has speed humps is Tortoise Island. They have them every 100 feet. Even they had the courtesy of putting them on property lines, not smack dab in front of somebody's house so it looks like the bulk of the inconvenience is placed on one family, which is what it is here. So, you can control this problem if you are serious and put them every 100 feet throughout Baytree. I see people speeding between the humps so how close are you going to put them? Anyway, like I said, my main point is that I would've possibly voted for speed bumps if I were ever given the opportunity, which I didn't, but I would change my opinion now. Thank you.

Mr. Wilkerson: Susan, just to clarify, I lived in Tortoise Island for four years and the speed humps were never a problem, regardless of where they were. We had one right in front of my house. I just wanted to clarify that.

Ms. Sunter: Yes, but they are every 100 feet, so no one has a chance to ever speed up again. They are just rolling over them.

Mr. Wilkerson: That's true.

Ms. Sunter: Whereas it's the acceleration that I'm complaining about, which is a problem.

Mr. Wilkerson: I received a speeding ticket going over 100 mph in my Porsche and I can tell you that I didn't like where they had the radar set up at all. I think what we are going to end up with is whatever they tell us. We can't go through the neighborhoods, Susan and I asked all of the neighbors if they would like to have speed humps in front of their house. I know that on our road, we have two or three people, including Rick, myself, Martha and Sidney who have asked to have them in front of their house. So, I think that is possible, but I think that will come to a harsh dead end as soon as we find two or three families that will say no and our engineers tell us that's where they need to go.

Ms. Sunter: Why do we not care that you are going against the will of the residents? I talked to at least 60 or 80 people and only two of them were not opposed. They were just neutral. Of the many people I spoke to, they were all vehemently opposed. So why are we going to do this against all of this opposition and no reduction in speed?

Mr. Wilkerson: Those are conjectures on your part that I disagree with. I talked to a lot of people and received a lot of emails and phone calls from people that approve them and are very much in favor of having them.

Ms. Sunter: I am surprised.

Mr. Showe: For the sake of the meeting, let's bring to back to the Board for their discussion.

Mr. Pawelczyk: There is a motion on the table. Right Jason?

Mr. Showe: There is a motion on the table. We were trying to see if there was any further discussion on that motion.

Ms. Witcher: I think we should leave the speed bump in and have the engineers look at it and tell us where we need to put them. It might be that's where they want it.

Mr. Bosseler: Carolyn, if we leave it in, in my opinion, we are going to end up taking it out anyhow. I don't think an engineer is going to be that specific. Personally, I would like to see it further north right after the curve where the pump house is. That's where people accelerate to get to the gate. I see it every night when I'm out walking.

Mr. Showe: Is there any other discussion from the Board? Hearing none, I will bring it back to the Board and recap the motion on the table. The motion would be to remove the speed hump in front of 385 Baytree Drive and engage the District Engineer to review the entire facility to determine the best possible locations for the speed humps.

On VOICE VOTE with Mr. Bosseler and Mr. Darby in favor and Ms. Witcher, Mr. Mills and Mr. Brown dissenting, removing the speed hump at 385 Baytree Drive as soon as possible, engaging the District Engineer to perform additional traffic studies and determine the best possible locations was not approved. (Motion Failed 3-2)

Mr. Mills: I want to clarify the reason why I was not in favor. If the Engineer that we hire says to take it out, I will be happy to see it removed.

Mr. Brown: I would like to engage an engineer to examine the speed hump on Baytree Drive and provide recommendations.

Mr. Showe: I think I'm hearing that from the majority of the Board and that would be my direction, unless the Board is opposed. That might be the first task order you assign the new engineer once the firm is accepted by the Board.

Ms. Witcher: I think so.

Mr. Showe: We will just task them with that and make sure that even if they bring a proposal, maybe they can provide a proposal for that item as well.

Mr. Brown: Okay.

**ii. Strategic Plan**

**iii. Welcome Packet for New Owners**

Mr. Showe: I provided you with the latest comments from the Strategic Plan, but I think these items may be better addressed in a workshop format, if the Board is amenable.

Mr. Darby: I agree.

Mr. Showe: With the Strategic Plan, the latest revisions are there. So, you can provide me with any additional comments that you have on that prior to the next workshop.

**iv. Lakeshore Erosion at 7971 Chatham Court**

Mr. Showe: This is just a follow up. Mr. Studds provided a presentation, which is in the agenda package. I don't know if you want to give him three minutes to give you an overview of that project.

Mr. Mills: Absolutely. It was very well done, Geoff.

Mr. Showe: I don't know if he's there. If you read the District Engineer's Report later, we are likely not getting to that lake bank work until much later in 2020, which will likely be in Fiscal Year 2021. Again, if the Board is amenable, that could be something that could be tasked. I know that Jerry has been looking at combining those two work scales to save the mobilization.

Mr. Darby: That's correct.

Mr. Showe: It's definitely something we could look at adding to the scope. The vendor is not going to be out until months later anyway, not until the end of the fourth quarter of 2020. So, we have some additional time. I don't think that's a large-scale project. It could be something that could be accommodated within the budget we have.

Mr. Darby: Right.

Mr. Mills: It certainly needs to be done and I think we should go ahead and do it at the proper time.

Mr. Showe: Okay. Is there any opposition from the Board in getting with the contractor now and adding that to their scope of work? Obviously, this would be work overseen by whatever engineer is on board at that time, but I think we could get with a vendor to give him a scope.

Mr. Darby: I also want to let the vendor know that we want to include the 2021 work as well.

Mr. Showe: Okay.

Mr. Darby: So, it would be a \$60,000 project.

Mr. Showe: Correct. That's something I will touch base with the new engineer on when they provide that proposal to give them a heads up of what projects are out there and what the Board is going to look at.

Mr. Darby: Excellent.

**v. General Election Qualifying Period & Procedure**

Mr. Showe: We provided documentation from the Supervisor of Elections. There are two seats up for election in the 2020 cycle; Seat 1, which is Mr. Mills seat and Seat 2, which is Mr. Bosseler's seat. For anyone who would be interested in running for those seats, the qualifying period is from Noon on June 8, 2020 through Noon on June 12, 2020. You need to submit your forms prior to that. I do believe for the most part that they are accepting those forms now, but obviously with what is going on, should you choose to run, you should call them to find out how they are accepting the forms. They may be accepting them through emails or some other form. So, this is really an announcement of that qualifying period. I would be happy to answer any questions from the Board if there are any.

- **Facilities (Added)**

Mr. Showe: It is appropriate to discuss the status of reopening all of the recreation facilities and answer questions from the public. The reason we have been interfacing with the Chair is when the Governor's Executive Order first came out, it treated these situations similar to an emergency so that it gave the Chair the authority to make some decisions for the District. We've tried to coordinate as much as we can with the Board Members, but obviously the ultimate authority in this case by Florida motion and Executive Order goes to the Chair; although with a formal meeting like this, you can change that designation. At this point, based on District Counsel's recommendation as well as the recommendation of our insurance company, we cannot monitor and ensure social distancing guidelines for our facilities without incurring additional costs. Therefore, it's our initial recommendation to keep them closed at least for the time being. We are monitoring all local as well as state guidelines, so as more local places open up their recreation, we would likely follow suit. Again, this would be a good time to have a discussion from the Board and answer any questions.

Mr. Mills: Jason, I would like to recommend to the Board that we open the tennis courts only for the time being. It's used mostly in the mornings. We can monitor that because usually there are eight people on a court at a time and no more than eight. So, I would like to see us consider opening the tennis courts and not the pool or the pavilion. I have given this a lot of

thought. I read Mr. Scougall's note and I somewhat agree with him on that issue, but I'm not in favor of opening up the pool and the pavilion at this time.

Ms. Witcher: My suggestion is if we open the tennis courts, there should be a sign saying, "Residents Only," so no one from the outside can come in.

Mr. Darby: I agree, but I don't know how you can enforce that.

Mr. Showe: The enforcement of that is a challenge. It is a public facility so you could bring a guest in accordance with your rules. I think the stronger guidelines that we are seeing from some properties that are choosing to open up their facilities, are to limit tennis to singles play, so, there would only be two people per court as opposed to doubles. I think there may be an ability to prop the door open to reduce contact. We can certainly put some signage up stating limitations and regulations.

Mr. Mills: My only concern with opening up the gate, Jason, is you and I discussed before about wildlife getting inside the tennis court.

Mr. Showe: Sure.

Mr. Mills: If people want to play tennis, then they should come prepared with hand sanitizers, gloves or whatever they need, but I think there needs to be an outlet for residents to at least have some kind of exercise.

Mr. Darby: My opinion would be to limit it to doubles as singles is pretty restrictive. So, no more than eight people on that court at a time, I think is reasonable. There is a women's league that uses that court and there could be 20 people at any given time. So, limiting it to eight on a court would be prudent.

Ms. Witcher: Do they come in and sit on the benches? Where do the rest of the people go when there is a league?

Mr. Darby: They sit in pavilion, stay in their cars or stand around.

Mr. Showe: I think in Mel's motion, the pavilion would remain closed so they would have to stay in their cars or outside the gate at least six feet apart.

Mr. Darby: Okay. We could put social distancing signs on the fence as they enter the tennis court area.

Mr. Showe: We can certainly do that. We have some guidelines that we would work with District Counsel on, to make sure that they are comfortable with the wording and the

recommendations. If the Board is amenable, would Friday give you enough time, William to put up the signage?

Mr. Viasalyers: Yes. We can make that work.

Mr. Showe: In most cases, so that we can ensure we both get the message out and open the facility in a safe manner, I think most places are giving a couple of days lead time so they can get that done, but given that today is Wednesday, by Friday we would be able to open that facility if that's the Board's recommendation.

Mr. Mills: What we could also do is on the billboards at the rear and front gates, say "Tennis Court Open – Eight People Only on the Court at a Time."

Mr. Showe: Correct.

Mr. Darby: Eight people max.

Mr. Mills: Residents only.

Ms. Witcher: I like having residents only.

Mr. Bosseler: I agree with everything for the tennis court. I agree to keep the pavilion closed, but I would like to see the pool opened ASAP. The way we can regulate the pool is to count how many chairs we have there right now and take it down to 25%, which is the Governor's rule. So, we are going to have about 10 chairs in there. We should put the sign up saying, "Maximum of 10 People." People have to be responsible for themselves. We all went through this for the past couple of months. We have to stop locking everybody in their houses. People like to swim in the morning. The water aerobics people will adhere to any rule we ask them to. We will tell them that they are only allowed to have eight to ten people. That's it. If they break the rule, they are done, but we have to start opening up here. The pool is full of bleach water, which prevents the virus from being transferred.

Mr. Wilkerson: Let me say something here if I could, Jason. I agree totally with Richard. I think he's spot on. The pool people want to come back. All of the aerobics classes have discussed social distancing. I think the idea of removing chairs from the pool deck to limit the number of people, is an excellent idea. The tennis courts, of course we can open, but let's come back to the pool because a lot of people are getting their exercise there. Dr. Gene List's wife swims every day. The chlorine in the pool kills the COVID-19 virus on contact. Let's not shove that aside. So, if we open up the tennis courts, let's take another step. I agree with Richard. When are we going to open up the pool? I'm not concerned about the pavilion, but those are the two big

ones. Maybe we can come back next week, Richard and say, "We have taken a look and think that we can implement his plan." I think that's a good idea. I am speaking on behalf of the BCA. Our residents' number one request is to get the tennis court and the pool back open.

Ms. Witcher: Seventy-five percent of the homes in Baytree have their own pools. They don't need to be at this one until we get to another phase from the Governor. We are only in Phase 1. Let's wait until there is another phase. Open up the tennis court and let's see how they are going to police them and see how residents are going to conduct themselves.

Mr. Brown: Mike, is there any liability on our part if we open up the facilities and post signs saying, "Six feet apart, wash your hands," if someone catches the virus and the Department of Health comes back and says they got it by playing on our tennis court?

Ms. Witcher: Or going to the bathroom at the pool because there's nobody there every hour on the hour cleaning it like they are in the stores.

Mr. Bosseler: Or walking your dog next to somebody.

Mr. Pawelczyk: First of all, there's always liability. Every one of you who are on this call or teleconference, knows about businesses lobbying for liability limitations or relief from these types of situations. Plaintiffs lawyers sitting on the other side say, "No, we don't want that." So, there is a risk. The problem is, as you know, causation would be difficult to prove. Who knows? I can't address the liability until the legislature and Congress figures out what they are going to do. For now, there's a risk. That's why I think it's important if we open our facilities, that we do our best to follow the guidelines from our insurance provider so if we are sued, we are able to be provided with a defense by our insurance provider. Secondly, we need to do everything we can to prevent the spread of this virus. Hopefully it's on its way out.

Mr. Wilkerson: Michael, are we relying on our insurance company to tell us whether they want to cover us?

Mr. Pawelczyk: That's not what I said, Wayne. Our insurance provider provided guidelines to their clients to address opening facilities on a phased basis, should they choose to do so.

Mr. Wilkerson: Okay.

Mr. Pawelczyk: You have to have something. I'm not familiar with this virus. I couldn't tell you how it's transmitted. I'm not a doctor. That's why the advice we are giving is consistent with what the local government is doing in the jurisdiction where this District exists. Doing the

same thing that Brevard County is doing or being more restrictive, would be my advice. The Board doesn't have to follow that advice, but that's what I'm advising to try to limit the risk to the best possible. Not just the risk of liability, but the risk of someone getting sick and then suing us, whether we are liable or not.

Mr. Wilkerson: I just want us to remember that we all serve the residents of Baytree. All of us; you, me, everybody. So, let's listen to them. If we can ease back into opening the pool and the tennis court with social distancing, let's do that as opposed to looking at our insurance or legal. I understand those, but at the same time, if you ask an insurance company, "Would you rather us open the pool tomorrow or never open it?" What do you think the insurance company is going to say? Never open it. It's because it's their liability. So, let's tender that as we look forward to getting back into social business in Baytree. The residents, every one of us are cooped up. We are sick and tired of being in our houses. All residents on my street wear masks and we all stay six feet apart. No one even does fist bumps anymore. So, let's not err on the side of overreacting when it comes to our open-air facilities. I can tell you right now that Kiwi is open. All of their tennis courts and their inside facilities are open. Suntree Country Club has opened their tennis courts and all of their facilities. That's where they are. So, where are we? Let's don't hide behind a legal stance. Let's serve the community. That's all. That's my two cents.

Mr. Pawelczyk: If I can address that real quick. I'm not giving any advice, nor have I given advice to tell the Board to keep its facilities closed. That's not my role. I'm just the lawyer and I make recommendations as to what I think the Board should do or not do. Jason has done the same.

Mr. Showe: Correct.

Mr. Pawelczyk: For those of you that have not seen the Risk Assessment Procedure from Egis, the insurance provider, it does not say, "Do not open your facilities." It says, "If you want to open your facilities, please consider these things." That's all I have to say.

Mr. Darby: Jason, two questions. One is, you deal with a lot of CDDs that have common rules.

Mr. Showe: Correct.

Mr. Darby: What are they doing? Secondly, what is the Brevard County stance on opening public pools?

Mr. Showe: Most of our facilities are similar to Baytree's. They are unstaffed and to date, they are all keeping their facilities closed. Since this order came, this is the first Board meeting we've had since that order, but for the rest of our facilities right now, they are keeping them closed. We are trying to monitor all state and local governments. I just pulled up the Brevard County website. Currently, all of their playgrounds, community and nature centers are closed. It says, "Max K. Rodes Park" is closed. So, it looks like Brevard County is keeping a lot of their facilities closed. Some facilities are opening, but they are staffed and are able to provide additional sanitation. Again, it's up to the Board and their comfort level at this point, but I am hearing two separate issues, so it may help the discussion if you deal with the tennis court first and then address the pool. It seemed like there was some consistency about the tennis court, at least from the Board. You could at least get that issue off the table, should you choose.

Mr. Mills: Jason, if I may. I hear what Wayne is saying. I think at some point, we have to err on the side of caution. That's why I would like to see the tennis court open with signage. Let's monitor that and see what happens. Linda and I own property in Viera East and I received a letter yesterday that basically says, "All recreational facilities will be closed for two weeks until we hear back what the new guidelines are going to be." I don't think we need to be that strict, but I would like to see us open the tennis court because that's an area you can only have eight people and that's all it's going to be.

Mr. Wilkerson: Mel, I think the residents...

Mr. Showe: Wayne, this is Board discussion.

Mr. Bosseler: Mel, I disagree with you. I think tennis is just as risky as anything else. You have people sweating. If you play doubles, they may run into each other. They have to handle the balls. They have to handle the rackets. I think one is just as risky as the other, so let's ask people to do the right thing. We go to Publix and people walk down the wrong aisle and everyone is correcting them. I think in this case, if people know that we will turn around and close it right back up if they don't abide by the new rules, then they are going to have to live with the punishment, but I'm willing to go down there every day to oversee it.

Mr. Brown: Who is going to have the authority to close it?

Mr. Showe: I think that's part of motion we would recommend. Mike and I talked about this. Should the Board choose to take action today, a Board Member would need to be designated to have the authority to close the facility should residents not abide by the rules. Similarly,

should you choose not to open things today, you could also designate a Board Member to provide those recommendations and the authority to open them at a later point outside of a Board meeting.

Mr. Brown: I prefer to do that.

Mr. Bosseler: To Carolyn's point, maybe we should wait until Phase 2, which I have a feeling is going to come in about 10 days. In Phase 2, we open them both back up with all of the rules and regulations we've discussed.

Ms. Witcher: I don't want to open the pool up until we can handle the sanitation and the bathrooms because we don't have somebody that is there all the time cleaning it. The stores that are opening up, are constantly cleaning. Unless we are going to hire a bathroom attendant to do that, we will have to lock the bathroom doors.

Mr. Bosseler: Our bathrooms are cleaned three times a week. They are spotless. They rarely get used.

Mr. Showe: I think to the extent we would reopen up during any phase, I think we would do what we did prior to closing, which is to have them come four five days a week. We will increase the sanitation at least for the time being.

Mr. Darby: Would that include the tables and chairs?

Mr. Showe: Yes.

Mr. Darby: So, following Richard's point, rather than going to Phase 2, perhaps it might be wise to go with Viera East is doing and reassess in 10 days.

Mr. Showe: I think a better motion would be something along the lines of you would designate a Board Member, which could be Richard or the Chair, who would have authority to coordinate with District Staff and District Counsel to provide the authority to open the facilities when they felt comfortable.

Mr. Pawelczyk: Consistent with Brevard County and the Governor's Executive Order.

Mr. Showe: Correct.

Mr. Brown: I agree with that.

Mr. Pawelczyk: Jason and I don't want to be put into a position where the Governor says, "Okay, Phase 2 is ready to go," and then we feel like we have to have a Board meeting and take another 10 days just to advertise it before the June meeting. We have to give some authority to the Board Member with notice to the other Board Members on what we are going to do. If they

object, they could request a special meeting, which would require us, unfortunately to advertise it. At least three of the Board Members would have to agree to attend the special meeting, so we don't get into a situation where it becomes political and make it more of a situation where we are moving forward in a manner that is consistent with what is being recommended to governments and communities in Brevard County.

Mr. Darby: Let me just be clear, Mike. What we are saying is that we would give this authority to one of the Board Members, but it has to be consistent with the policy of Brevard County or the State and not at their sole discretion.

Mr. Pawelczyk: Correct. That is what Jason and I recommend. Correct, Jason?

Mr. Showe: Correct. I will note and I think Will can attest to, that this is not an issue only affecting Baytree. We are monitoring this for every District. Part of the challenge we have is the Governor's last order, to start Phase 1, was not consistent with the Task Force recommendation, so we don't even know what Phase 2 is going to be at this point. We know what they are recommending, but he didn't provide specific guidelines for anything outside of retail and restaurants. So, every District has to create their own policy based on the environment and their thoughts and risk aversion as well. It is a challenge, which Will and I can both attest to. We are not happy keeping the facilities closed. We want them opened and your residents as happy and healthy as they can possibly be, but we are in an environment where we are trying to protect them at the same time.

Ms. Witcher: When is the June meeting?

Mr. Darby: June 6<sup>th</sup>, I think

Mr. Showe: Correct.

Mr. Pawelczyk: It's June 3<sup>rd</sup>.

Mr. Darby: I'm sorry, June 3<sup>rd</sup>.

Mr. Showe: June 3<sup>rd</sup>.

Ms. Witcher: Isn't that in only 20 something days?

Mr. Showe: Correct.

Mr. Darby: Jason, I would agree with designating a Board Member consistent with county or State policy. I think that's a reasonable way to approach this on an interim basis.

Mr. Pawelczyk: It also requires a Board Member to work with the Manager.

Mr. Showe: Correct.

Mr. Pawelczyk: It's your call, Board.

Mr. Showe: Yes.

Mr. Richard Mather (Old Tramway Drive): Jason, could I make a point?

Mr. Showe: Is the Board amenable to hearing audience comments at this time?

Mr. Darby: Sure.

Mr. Mather: I'm sitting here listening and thinking. I just want to weigh in and say that I couldn't be more on board with Richard Bosseler and Wayne Wilkerson. I think one is as risky as the other. The residents are chomping at the bit. We are kicking the can down the road and I would like to see action taken that allows those facilities to open and put the responsibility onto the people that use them, with whatever risk mitigation we have to take with signage and so forth. I'm all for it. I hate to keep seeing this can kicked because if the Governor makes no decision in 20 days, we have to wait for another month. I'm not a user of either of those facilities, but I do know that people are chomping at the bit. I support Richard and Wayne. Thank you.

Mr. Darby: My only comment Richard, and it's good to see you again by the way, is that we are going to have another Board meeting in less than 30 days. At that time, we can make a decision irrespective of what is happening at the State and county level to go ahead and open it up.

Mr. Showe: Again, we are monitoring it on every property we own in every different municipality. So, to the extent that we see industry standards changing, counties and local governments opening, if authority is given to a Board Member, even if it's 10 days from now, we can start implementing those reopening plans, consistent with local and State guidelines.

Mr. Pawelczyk: Better yet, we can say, "*Not inconsistent with local and State guidelines.*"

Mr. Showe: Correct.

Mr. Bosseler: I would be happy to do it if you want to appoint me. I oversee tennis.

Mr. Mills: You are the Supervisor in charge of that, so I think it would probably be only fair for you to be the one, if you are willing to do that.

Mr. Darby: I agree.

Ms. Witcher: It's just for the tennis court, right?

Mr. Brown: And the pool.

Mr. Showe: You can encapsulate this with all recreation facilities, which also includes the pavilion. Because again, we might get some direction on that at some point and if they have the authority to make those determinations, then you can make changes.

Mr. Darby: I agree.

Mr. Showe: So, we need a motion to appoint Mr. Bosseler on behalf of the Board to approve any reopening plans, consistent with State and local guidelines.

On MOTION by Mr. Darby seconded by Mr. Mills, with Mr. Bossler and Mr. Brown in favor, and Ms. Witcher not in favor, to appoint Mr. Bosseler on behalf of the Board to approve any reopening plans, consistent with State and local guidelines, was approved 4-1.

Mr. Showe: We will coordinate. We are constantly monitoring this. It's our goal to open your facilities as quickly and safety as we possibly can.

## **FIFTH ORDER OF BUSINESS**

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

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

Mr. Showe: I think in large part, we covered most of the action items. The sidewalk and tree repair work and installing the fence at the pool facility were completed. William, did you have any update on the Kingswood Way drainage? I think it was completed.

Mr. Viasalyers: No. There were heavy rains about a week to a week-and-a-half ago, so they are still pursuing that. Hopefully, they should be done very soon.

Mr. Showe: Okay.

Mr. Mills: I went by there yesterday. He has a pump there. I don't know if he's pumping the water.

Mr. Bosseler: They are working on it as we speak.

Mr. Showe: Perfect.

Mr. Mills: Okay. Good.

Mr. Showe: The Lake 1 access and lake repair was pushed until later in the year. We will try to incorporate it into Fiscal Year 2021. Per the Board's direction, we also included a proposal from Florida Door Control, a gate repair company. We use them at other properties, locally, in Satellite Beach. Their proposal is for a quarterly maintenance program, which would cost

\$3,180. It's hard to predict the repair costs, but William could give some perspective on the quality they provided out there. I think it's been pretty consistent.

Mr. Viasalyers: They do a good job at other properties. I don't have any issues. They come in and do anything that's needed. Also, I think there are different service plans where you can get a percentage of it at a reduced rate for labor and materials, depending on what package you select.

Mr. Showe: Yes.

Mr. Mills: They didn't quote the packages. Is there a way that we can get quotes on different packages?

Mr. Showe: Absolutely. Right now, because of the work that's happening at the pool gate, I don't know that I would recommend making an immediate change, but we can certainly reach out to them, get the different levels for the packages and bring that back to the Board.

Mr. Darby: Our budget this year for gate maintenance was \$1,200 and it's going to come in at \$3,180. Right?

Mr. Showe: Correct. I think it was \$12,000.

Mr. Darby: It was \$1,200.

Ms. Witcher: Is this the pool gate?

Mr. Showe: No. This would be for the gate operators. For *Gatehouse Maintenance*, we budgeted \$10,000, which is what this would fall into. Now there is a gate maintenance contract that is \$1,200.

Mr. Darby: Okay.

Mr. Showe: That is how they maintain the transponder system and all of the background data. Their proposal includes that as well. It says at the bottom that there is a proposal for managing the software.

Mr. Darby: Okay, good.

Mr. Brown: That's not a bad price. The other thing that I like about these people is that they are local, and we don't have to wait for them to come to Orlando. We have been having a terrible time getting them to respond, especially on weekends. Thank God we have William, because he takes of them when he can.

Mr. Showe: Right.

Mr. Bosseler: We don't have to pay \$100 for travel either.

Mr. Showe: Correct.

Ms. Witcher: When they repaired the gate the other day when the arm was bad, they opened up the box and said there were sparks coming out of it and it was all corroded. Does each arm have one?

Mr. Showe: Yes. There is a mechanism at each operator. Correct, Will?

Mr. Viasalyers: Yes. I think it was the circuit board that he was referring to on the invoice.

Ms. Witcher: Weren't the batteries all dead? Have they checked them at each one of the arms so that we know that we are not going to have that problem?

Mr. Viasalyers: That's part of the problem. We don't have an ongoing maintenance contract with them. This new company would provide quarterly maintenance. They check all of the connections, fuses, all of that kind of stuff.

Ms. Witcher: We haven't had that done before?

Mr. Showe: We try to do that once a year. At the beginning of the fiscal year, we have them come out and do a preventative maintenance (PM) check, but then you have to pay for travel and parts. It's an unreliable expense, whereas with a contract similar to this, it's a little more reliable in terms of your budgeting.

Mr. Mills: Carolyn, when we first engaged them, they did a great job. They performed very, very well and were prompt. They have steadily declined over the years.

Ms. Witcher: Which happens with a contractor.

Mr. Mills: They get complacent.

Ms. Witcher: So, we need to have ours looked at when we engage the new company?

Mr. Showe: You can have your current company do a PM check, but we will bring back the quotes for the different levels of service that they provide for the Board to consider.

Ms. Witcher: Yes, especially with the batteries and the way they corrode here.

Mr. Mills: Can we have that by the June meeting?

Mr. Showe: I believe so. We will get a hold of them and hopefully they can turn that around quickly. They are familiar with our scope now so it should be pretty easy.

Ms. Witcher: With the hurricane season coming, it would be good to have it up and working.

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

**B. Additional Staff Reports****i. Attorney**

Mr. Pawelczyk: I don't have anything further to report, unless the Board has any questions. At least you guys are opening up there. Nothing is open in South Florida.

**ii. Engineer**

Mr. Showe: Jeremy, do you have any other updates?

Mr. Reiderman: Just what I had before, the roadway paving from the Engineering Report. An onsite meeting was held between Atlantic Paving, GMS, Mr. Mills and Atkins. The contractor explained that the surface variations would not affect the longevity of the asphalt life. They were also the company that installed the speed humps. The second item was on the lake bank restoration. I just wanted to clarify what was asked at the last meeting. The contractor will not be onsite until the end of the fourth quarter of 2020. I asked the contractor about his price and it's per linear foot. There's no mobilization cost. It didn't necessarily hurt having less than the budgeted amount in it. We added the 2021 proposed work to the end of the year. The only amount you would really be saving is any costs that would go up per linear foot next year. It has increased about \$1 per year, I believe to \$40 per linear foot. Then we talked about property being added at 7971 Chatham Court. We can add that for an additional \$40 per linear foot. The only thing that I was concerned about was that lake is interconnected to the lake to the south, but there's a wetland in between the two lakes. I believe the wetland is causing the lake to remain staged up during the rainy season. During the dry season, the lake bank has no vegetation. So, the wind and waves cause erosion more in that lake than the lake to the south that does not stay staged up. So, it's worth investigating more, having regular maintenance done on that wetland to ensure maintenance of the drainage path, which the St. Johns River Water Management District (SJRWMD) allows when wetlands are used for drainage. That's all for my report. Are there any other questions?

Ms. Witcher: Is there anything we can do, if we didn't put in a bunker in the environmental area so it wouldn't erode the lake.

Mr. Reiderman: What I'm saying, is there is the lake at Chatham Court and then there's a wetland and another lake. The lake south of the wetland is actually where the control structure is. The concrete box to the control structure is what controls the normal water level of the lake. The

erosion occurs at the normal water level. That is where the vegetation ends. You have grass, you have water and then you have soil. Because the lake to the north has an extended raised water elevation during the rainy season, more of the lake bank does not have vegetation. So, it erodes because it doesn't have vegetation during the dry season. I'm saying that you may want to maintain that wetland to ensure a drainage path. That way, during the rainy season, the lake does not stay staged up. For example, the way the stormwater design is normally done, we verified that the stormwater lake will recover its treatment volume within 72 hours. That is between the water quality volume elevation and the normal water level. It has to recover and come back down. Right now, it is not recovering, because the water can't go out through the wetland. So, you want to have somebody look at that.

Mr. Showe: We can reach out to ECOR. They provide those services to the District in terms of water and wetland management. We will have them inspect that area.

Mr. Reiderman: I looked at the rest of the lake and there is similar erosion. I also looked at the previous restoration that was done and it wasn't that different between the existing and what was restored. I was disappointed that there wasn't more of a difference, that the restoration hadn't lasted longer than it had. So, I want to fix the problem. You don't want to fix the bank and then have erosion.

Mr. Showe: Are there any other questions for the District Engineer?

Mr. Darby: I'm good.

### **iii. District Manager**

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

Mr. Viasalyers: I have a couple of items. Most of the items were already addressed. We are continuing to work with Tropic-Care to do the Oak tree trimmings. We recently received an email from one of the residents concerned with some of the cul-de-sacs. So, we are reviewing those areas and getting those trimmed off of the sidewalks. All of the annuals have been switched in all of the monuments and entrance areas. That's all I have, unless the Board has any questions for me.

Mr. Mills: William, when we find out when ECOR is doing their fertilizing, we want to make sure that they blow the fertilizer off of the sidewalks.

Mr. Viasalyers: Yes. We are going to work with Tropic-Care.

Mr. Mills: Exactly.

Mr. Bosseler: William, how are the maintenance people getting into the pool. Did you give them the code to get in?

Mr. Viasalyers: For the pool maintenance? Is that what you are referring to?

Mr. Mills: Yes.

Mr. Viasalyers: The pool maintenance, janitor and the landscaper treat for weeds. They all have the combination to the pool gate.

Mr. Bosseler: What is the janitor doing now that nothing needs to be cleaned?

Mr. Viasalyers: I think there are still people that are coming over there and utilizing the pavilion area, even though they are not supposed to. So, the janitor empties the trash cans when needed and o sweep and clean the tables and urinals. We get a lot of bugs in there at night from the woods, conservation area and lights.

Mr. Bosseler: Maybe the janitor can clean some of the chairs and lounges.

Mr. Viasalyers: We just had those pressure washed not too long ago.

Mr. Bosseler: Okay.

Ms. Witcher: What about the sanitary services?

Mr. Bosseler: If and when we open, we will have to sit down with the cleaning guy and go over some new regulations.

Mr. Showe: He is well aware of all of those. We already had those discussions, even prior to us closing. We had them engaged five days a week as opposed to three, trying to provide some extra sanitation. He is a commercial vendor and has access to some of the products you can't get.

Ms. Witcher: Is there any area in the pool bathrooms to keep the bugs out? Is there screening that needs to be repaired?

Mr. Bosseler: No. William has done a great job.

Mr. Darby: Are we still heating the pool?

Mr. Viasalyers: It's set at 84 degrees per the Board's instructions. We can turn the heater off at any time.

Mr. Darby: We should turn it off if no one is in the pool.

Mr. Viasalyers: I will make sure that's done.

Mr. Darby: Thanks William.

Mr. Viasalyers: I think when the water hits 84 degrees, it automatically turns off.

Mr. Darby: I don't know if it's going to hit 84 degrees right now, but why not turn it off.

Mr. Showe: I concur.

Mr. Viasalyers: We can get it turned off.

## **SIXTH ORDER OF BUSINESS**

### **Treasurer's Report**

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

Mr. Showe: In your General Fund, from January 27, 2020 to April 28, 2020, we have Checks 53631 through 53692 in the amount of \$179,904.93. In your Capital Projects Fund, we have Checks 98 through 101 in the amount of \$6,705.72. In your Pavement Management Fund, we have Checks 14 and 15 in the amount of \$39,195 and February Payroll in the amount of \$923.50, for a grand total of \$226,699.15. William and I can answer any questions.

Mr. Darby: I just want to thank Jason for leaving Viera Storage.

Mr. Showe: Thank William. Yes, the storage unit is gone. William and the maintenance guys did a great job in getting that all cleaned out.

Mr. Darby: There was a check request for \$160 for Brian and Susan Hodgers. What was that about?

Mr. Showe: As part of the sidewalk repair, the vendor hit the line. If they hadn't repaired it on their own prior to contacting us, we would've had Tropic-Care do it. For the cost, we just gave them a check back to reimburse them for the damage to the pipe.

Mr. Darby: I thought that was odd.

On MOTION by Mr. Darby seconded by Ms. Witcher, with all in favor, the Check Register for January 27, 2020 to April 28, 2020 in the amount of \$226,699.15, was approved.

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

Mr. Showe: No action is required by the Board. All account lines are in line with the budget. You are about 95% collected on your assessments. So, we are in good shape. Unless there are any other questions, we can proceed to Supervisor's requests.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Darby: A couple of things. We were going to change the golf cart signs from triangular to square to avoid confusion about who yields to who. I think that was brought up at the February meeting.

Mr. Mills: Yes.

Mr. Darby: I don't know if we took any action.

Mr. Showe: We will follow up. I thought the golf course was going to take care of it, but I will follow up. We will make sure it happens.

Mr. Darby: It's on CDD property. I didn't know if it was us or them.

Mr. Showe: We will follow up.

Mr. Mills: That was on my list.

Mr. Darby: Was the transponder software upgraded?

Mr. Viasalyers: Not yet.

Mr. Showe: We did authorize it.

Mr. Darby: What is our timing on that?

Mr. Viasalyers: I would have to follow up with the vendor.

Mr. Darby: Okay. One thing that I know people have been complaining to me about and I think you have seen it as well, is our entrance signs don't get changed on a prompt basis. We will have a meeting and it will be a week or two later. What is our process for getting the entrance signs updated? How does that happen?

Mr. Showe: We typically inform them a week before the CDD meetings to update the front gate. William does it as soon as he's there as close to that time as he can. As far as when they remove it, if they are not removing it quick enough, we need to follow up with that and make sure that they are removing it.

Mr. Darby: The security people?

Mr. Showe: Correct. As part of their contract, they manage the front sign for us.

Mr. Darby: Okay. We can just say, "If they look at it and see a date and something is supposed to happen the next day, just take it down."

Mr. Showe: I'm on it.

Mr. Darby: Who manages the back gate, Jason?

Mr. Showe: William takes care of the CDD side and the HOA handles the HOA side.

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

Mr. Showe: Mr. Brown?

Mr. Brown: No.

Mr. Showe: Mr. Mills?

Mr. Mills: The only thing I have is the landscaping by the pool is completed. We had some trees overhanging on the roof that we cut down, so it's not going to affect the roof anymore. We are going to wait until Fall to start finishing the front entrance close to the guardhouse. That entire front will be done and then we will start working on the back. Did we ever get a final for the parking lot?

Mr. Showe: I still wanted to confirm all of that. Some of the financials weren't finished for this month, so, it's on my list. Jerry and I talked about it and will present that for you at the next meeting.

Mr. Mills: Did we get final approval from the county?

Mr. Showe: I think the direction from the Board was until we hear from the county, we are proceeding with opening it. I don't think the County received the final blessing on it, if I'm correct, Jerry.

Mr. Darby: What the county said is, "We have no further comments."

Mr. Mills: Is that right?

Mr. Darby: Yes. So that's as far as you are going to go. No Certificate of Occupancy (CO) was issued, but they don't have any comments. What a surprise.

Mr. Mills: Okay.

Mr. Darby: In view of the fact that we missed a workshop and a meeting, I know that we have a meeting on August 5<sup>th</sup> and a workshop in July. Is there any urgency to have another meeting or workshop in August prior to the end of our year?

Mr. Showe: If I had to make a recommendation, let's see how the next two workshops go. We can schedule a workshop with 10 to 12-days' notice. So, it's not a huge concern. We can see what happens at the July workshop and then if we need another one, we can certainly advertise one.

Mr. Darby: That sounds right. I just wanted to bring it up today.

Ms. Witcher: I have one more question.

Mr. Darby: Sure.

Ms. Witcher: The road paving on National Drive that wasn't up to our standards, did we ever get that resolved and paved?

Mr. Showe: Yes. That's been resolved. I know that the engineer and staff met with the contractor. We felt comfortable that the repair and the warranty provided with the contract would give us enough should there be a failure.

Mr. Mills: I don't think we want to use them in the future.

Mr. Showe: Correct. Are there any other Board comments? Hearing none,

## **EIGHTH ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Sunter: I have to take one more run at this so thank you for bearing with me. Everyone knows that running dog that barks and barks. He registers 70 to 75-decibels. I bet every one of you can hear him inside of your house when he runs by your house. That doesn't even come close to the 85-decibel level that was deemed unacceptable. So, everybody can hear that. Carolyn, would you consider changing your vote on this if I agree not to fight it? If a legitimate traffic study chooses to put the speed bump back in front of my house, could it be temporarily removed. I won't be any worse off than I am now, so I agree not to fight it. Would you change your vote?

Ms. Witcher: Not at this time.

Ms. Sunter: Okay.

Mr. Showe: Mr. Studds had his hand up. He was out of the room when the Board decided to include that project as part as the Fiscal Year 2021 project.

Mr. Studds: I did hear part of that. I mostly just wanted to comment. I appreciate the Engineer's Report. It sounds like we have a more global issue with the lakes not leveling properly between the two bodies of water. I just wanted to mention that I would not be in favor of you fixing my bank, wasting homeowner's money, until we fix the global problems, but I appreciate the effort and the time. That's the only comment I had. I'm not objecting to anything that was said.

Mr. Showe: Perfect.

Mr. Studds: Thank you.

Ms. Sandy Schoonmaker (Kingswood): Rick and I are both here and we just want to confirm what we think we heard. You are not going to do Lake 1 until 2021?

Mr. Showe: That is the availability of the contractor. That is not a Board decision. It will be late 2020 at this point, timing-wise.

Ms. Schoonmaker: Okay.

Mr. Showe: We are at his mercy on his availability. He does work throughout the State and is trying to schedule it out.

Ms. Schoonmaker: I'm questioning it because you said he was going to be here in two months, but that's more than two months.

Mr. Showe: We are going to follow up with him again after this meeting to start pricing out for the following scope as well to do them all at once.

Ms. Schoonmaker: He did talk to us about what he was going to do and what needed to be done. So, we are on hold waiting for that to happen, which is affecting some of our plans. We are not as happy about it as we could be.

Mr. Showe: Understood.

Mr. Darby: The contractor coordinates with the Ventana CDD. So, whenever he does that, he does Baytree, but we missed him this year.

Mr. Showe: He does Viera at the same time. That is when he is in the area.

Mr. Mills: I have a question for the Board. With regards to the speed hump in front of Ms. Sunter's house, is there a way that we can have an engineering firm come in and do a study now? Maybe if that's not the right place, we can remove it.

Mr. Darby: How difficult would that be?

Mr. Showe: I think the only engineer you have on staff right now is the current one, so should the Board choose, you could engage him in a not-to-exceed amount for that effort.

Mr. Mills: We used them at the beginning.

Mr. Showe: Correct.

Mr. Mills: Could we get one of these other two engineering firms to come in, not on a contractual basis and do a study and do it now?

Mr. Darby: On a project basis, in other words.

Mr. Mills: Yes.

Mr. Showe: Here is the solution for you. If there is a dollar amount that you are comfortable with to approve that work, you could designate a Board Member or the Chair to approve a not-to-exceed amount in order to engage that work as quickly as we can. So, I can start

talking to that engineer immediately, try to get him to price that out and then a Board Member could have the authority to approve up to a certain dollar amount. At this stage, I have no concept of what that scope of work would look like in terms of pricing.

Mr. Mills: What did the one from Atkins cost us?

Mr. Showe: They did it on an hourly basis. I would have to go back and look at the invoices to give you an idea. I think we only task them to look at specific locations, so it was a little more limited in scope to what I'm hearing that the Board wants to do.

Mr. Mills: Right.

Mr. Darby: We suggested the actual locations and they supervise the construction.

Mr. Showe: Right.

Mr. Mills: No. Maryelen got with me and said, "I think we need to put it between here and here."

Mr. Bosseler: I remember that.

Ms. Witcher: I don't think we should ask the same company to do it again.

Mr. Mills: No.

Ms. Witcher: What about the number one company?

Mr. Mills: That's my thought.

Mr. Showe: If the Board has a comfort level of a dollar amount, you could give authority to a Board Member to approve. We could certainly go that route, but you have a meeting in less than 30 days. So, no matter what, I would have them bring that proposal to a meeting.

Mr. Mills: I was trying to get it done sooner.

Mr. Showe: I understand.

Mr. Mills: Because if we can get it done sooner than that, and if the engineer comes back with a recommendation, maybe we could go ahead and say, "Get it done." If we keep waiting, we are going to be delaying it. I understand the position that they are in, but by the same token, if they say, "This is where it belongs," then we know what the answer is, but if it is not, then we move it.

Mr. Showe: Is there a dollar amount that you would feel comfortable approving? My guess would be it's probably going to be between \$5,000 and \$10,000, if I'm being conservative.

I would say \$5,000 on the low side. If the Board has a comfort level, the number one ranked

vendor would provide me with a proposal in an amount that the Board approves. The Board could designate someone to approve that and move forward as quickly as possible.

Mr. Mills: I would say a not-to-exceed of \$10,000. That's my thought. I don't know how the rest of the Board feels.

Mr. Darby: I think \$10,000 is appropriate. I know that speed humps cost \$5,000 a piece.

Mr. Mills: How much is it going to cost to remove it?

Mr. Darby: Probably \$5,000.

Ms. Witcher: We need to know that amount.

Mr. Bosseler: If it only costs \$2,500 to put it in, I don't think it will be \$5,000 to take it out.

Mr. Darby: Probably not, but you have to move them both. It will probably come out of the Pavement Fund.

Mr. Wilkerson: Excuse me? Have we not covered this before earlier in the meeting?

Mr. Mills: We did Wayne, but I'm just trying to escalate the situation.

Mr. Wilkerson: I'm with you, Mel, but at the same time, Susan is a good friend and I understand what she's saying. However, when we talk to the residents, which is my job, are you going to tell me that a resident came and lobbied this Board and at the end of the day, got the speed bump removed? If you do that, you are putting a lethal injection into our speeding control initiative.

Mr. Mills: I understand that, Wayne, but what I want to be satisfied in my head is whether it is at the right place or not, based upon the engineer's recommendation. If he comes back, Carolyn had a good suggestion. Leave it there until we understand where it could go.

Ms. Witcher: We are meeting in 20 days and they are supposed to bring a proposal to the meeting along with his contract proposal to tell us how much it would cost to do it.

Mr. Wilkerson: Or where it should go.

Ms. Witcher: So, we know exactly how to do this. It's only 20 days until the next meeting. It's not like it's one of those where we have three months in between.

Mr. Mills: I'm following the Board's lead. I'm just making a recommendation. That's all.

Mr. Scougall: Let's see if I can offer one consideration. We don't have normal traffic flow right now. You don't have the school buses. You don't have the soccer mom's getting their kids off to after school. You don't have the people who are late for the bus. You don't have the

people going out to work and back. You don't have the volume of yard guys or repair people because we are not back to normal. So, we are going to do a study based on possibly not a good sample.

Mr. Mills: Good point.

Mr. Scougall: I would like for you to think about that.

Ms. Witcher: That was a very good point.

Mr. Studds: The only other thing I would add is the Board needs to ask itself before it invests \$5,000 to \$10,000 in a study, whether they are committed to implementing fully or are we just trying to find out if that one speed hump that irks one resident needs to come out. Because they may come back and say, "You need 10 speed bumps along Baytree." Are we going to commit to follow it fully and solve the speed problem? If we are not, I say we shouldn't spend the money on another engineering study.

Mr. Mills: Good point, Geoff.

Ms. Witcher: Very good point.

Mr. Showe: As I committed to the Board, when I have discussions with Dewberry, I'm going to ask them to include proposals for additional items that you requested today so that we can bring all of those back at the following meeting.

Mr. Studds: I have one more statement. If we allow the resident to lobby and remove a speed bump, we set a very dangerous precedent, which is kind of what Wayne was saying. I think that's a very, very bad idea.

Ms. Witcher: I'm sorry, but if the noise level isn't that good and we don't have a lot of speeding right now in that part of Baytree, because we don't have the volume of traffic, the studies that we are doing are not going to be a true study because it's not going to be what we normally have going up and down Baytree Drive.

Mr. Mills: Those are all very good points.

Mr. Darby: What if this was a test?

Mr. Brown: The issue is going to be that you are going to have more vehicles, but the reality is that the increased number of vehicles, if they are the same type of vehicles that I looked at, the vast majority were under 70 decibels.

Ms. Witcher: That's right, because in my neighborhood, in Windsor, there are repair people coming and going. They are putting in floors, etc. So, the service people are coming in. It's just the homeowners are not going out. We are getting a lot of FedEx and UPS trucks.

Ms. Sunter: Many residents have Porsches, which is a problem.

Mr. Scougall: Now that we have reliable and factual data, would the Board consider putting out a survey to explain what the test was. Then we can put it to bed whether or not the residents want the speed humps or not. There seems to be some discrepancy about that and whether or not it's just Susan Sunter or the majority.

Mr. Mills: If you look at the development as a whole, Greg, you have 461 homes. How many people are upset about the speed hump?

Mr. Scougall: We don't know because we haven't seen it. All we know is some anecdotal evidence of a few limited conversations, but if we give everyone the opportunity to voice their opinion, based on the evidence, we all know what the residents want. The same for the tennis court. It's not necessarily lobbying to change from an individual, but doing our due diligence to recognize and listen to the desires of the residents.

Mr. Wilkerson: I would like to remind the Board that the BCA and the CDD did a joint study with a committee. There are 1,200 residents in Baytree and 464 homes. We sent out questionnaires to the people we had addresses, emails and text numbers for. We put that information together and submitted it back to the CDD. There is nothing there that would be biased. There is nothing there that would be anything other than just subjective. We gave it to them, and they decided to proceed. Mel, didn't you consult with an engineer to see where the two first test areas would be?

Mr. Mills: Yes.

Mr. Wilkerson: So, we put them there. So please, don't go back and rehash all of that again. It's water under the bridge. You have to be a fool to not understand that there's speeding in Baytree. So how do we continue this in the face of one resident complaining about it?

Mr. Scougall: We had 107 residents within the Windsor neighborhood alone that disagreed with it. I know that's been discussed before, but I just want to clarify that. It's a mischaracterization to say that Susan is alone in this feeling.

Mr. Wilkerson: I'm not saying she is. I didn't say what everybody felt. I just gave the information to the CDD. That's all.

Mr. Showe: Are there any other audience comments? Is there any additional discussion on this item, Mel?

Mr. Mills: No. It's done. It's over.

Mr. Showe: If there are no other comments, our next meeting is scheduled for June 3<sup>rd</sup> at 1:30 p.m. We are unsure whether we will be able to hold this meeting in person or another Zoom meeting, but we will be in touch with you in advance to set that up.

**NINTH ORDER OF BUSINESS**

**Adjournment**

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

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION IV

# SECTION A

# **Baytree**

## ***Community Development District***



### **Proposed Budget**

**FY 2021**

**Presented by:**



# Table of Contents

General Fund	Page 1-2
Narrative	Page 3-9
Capital Projects Fund	Page 10-11
Pavement Management Fund	Page 12
Community Beautification Fund	Page 13
O&M Assessment Calculation	Page 14
IOB Roadway Maintenance Cost Share Schedule	Page 15
Exhibit A: Allocation of Operating Reserve	Page 16

**Baytree**  
**Community Development District**  
Proposed Budget FY 2021  
General Fund

Description	Adopted Budget FY2020	Actual thru 03/31/20	Projected Next 6 Months	Total Projected 09/30/20	Proposed Budget FY 2021
<b>Revenues</b>					
Maintenance Assessments	\$853,142	\$805,266	\$47,876	\$853,142	\$853,142
Interest Income	\$0	\$1	\$1	\$2	\$0
Miscellaneous Income (IOB Cost Share Agreement)	\$40,223	\$10,646	\$30,168	\$40,814	\$41,155
Miscellaneous Income	\$8,000	\$2,633	\$2,633	\$5,265	\$8,000
<b>Total Revenues</b>	<b>\$901,365</b>	<b>\$818,545</b>	<b>\$80,678</b>	<b>\$899,223</b>	<b>\$902,297</b>

**Expenditures**

Administrative

Supervisor Fees	\$8,000	\$2,600	\$5,400	\$8,000	\$8,000
FICA Expense	\$612	\$199	\$405	\$604	\$612
Engineering	\$25,000	\$32,353	\$25,000	\$57,353	\$35,000
Assessment Administration	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$17,750	\$11,093	\$14,000	\$25,093	\$17,750
Annual Audit	\$3,400	\$0	\$3,185	\$3,185	\$3,185
Management Fees	\$40,938	\$20,469	\$20,469	\$40,938	\$42,166
Information Technology	\$5,300	\$800	\$800	\$1,600	\$2,800
Telephone	\$150	\$0	\$0	\$0	\$150
Postage	\$1,500	\$493	\$493	\$987	\$1,500
Insurance	\$13,970	\$13,665	\$0	\$13,665	\$15,100
Tax Collector Fee	\$13,980	\$0	\$13,980	\$13,980	\$13,980
Printing & Binding	\$1,700	\$430	\$300	\$730	\$1,700
Legal Advertising	\$1,200	\$171	\$1,029	\$1,200	\$1,200
Other Current Charges	\$1,700	\$390	\$420	\$810	\$1,700
Office Supplies	\$200	\$73	\$100	\$173	\$200
Property Taxes	\$250	\$248	\$0	\$248	\$250
Property Appraiser	\$234	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenses</b>	<b>\$143,559</b>	<b>\$90,892</b>	<b>\$85,582</b>	<b>\$176,474</b>	<b>\$153,202</b>

**Baytree**  
**Community Development District**  
Proposed Budget FY 2021  
General Fund

Description	Adopted Budget FY2020	Actual thru 03/31/20	Projected Next 6 Months	Total Projected 09/30/20	Proposed Budget FY 2021
<i><u>Operation and Maintenance</u></i>					
Security Contract	\$172,306	\$85,716	\$86,590	\$172,306	\$172,306
Security - Speed Control	\$5,000	\$0	\$2,500	\$2,500	\$2,000
Gate Maintenance Contract	\$1,200	\$1,100	\$0	\$1,100	\$1,200
Maintenance - Gatehouse	\$10,000	\$3,792	\$5,500	\$9,292	\$10,000
Telephone/Internet - Gatehouse/Pool	\$11,000	\$6,474	\$7,320	\$13,794	\$15,000
Transponders	\$4,500	\$5,030	\$0	\$5,030	\$5,000
Field Management Fees	\$27,849	\$13,925	\$13,925	\$27,849	\$28,684
Electric	\$55,000	\$24,478	\$27,600	\$52,078	\$55,000
Water & Sewer	\$10,460	\$5,264	\$4,200	\$9,464	\$11,500
Gas	\$7,800	\$4,839	\$2,961	\$7,800	\$7,800
Maintenance - Lakes	\$32,600	\$16,680	\$16,680	\$33,360	\$33,360
Maintenance - Landscape Contract	\$94,536	\$47,634	\$46,500	\$94,134	\$93,000
Maintenance - Additional Landscape	\$15,000	\$8,450	\$6,550	\$15,000	\$15,000
Maintenance - Pool	\$17,000	\$14,176	\$7,336	\$21,512	\$17,000
Maintenance - Irrigation	\$11,000	\$3,959	\$3,500	\$7,459	\$10,000
Maintenance - Lighting	\$15,000	\$760	\$7,500	\$8,260	\$9,000
Maintenance - Monuments	\$6,000	\$0	\$3,000	\$3,000	\$5,000
Maintenance - Fountain	\$700	\$387	\$350	\$737	\$700
Maintenance - Other Field (R&M General)	\$6,000	\$1,327	\$800	\$2,127	\$4,000
Maintenance - Recreation	\$1,500	\$230	\$750	\$980	\$1,500
Holiday Landscape Lighting	\$10,000	\$9,098	\$0	\$9,098	\$10,000
Operating Supplies	\$750	\$293	\$450	\$743	\$750
Sidewalk/Curb Cleaning	\$11,000	\$1,950	\$5,500	\$7,450	\$11,000
Miscellaneous	\$1,000	\$592	\$408	\$1,000	\$1,000
<b>O&amp;M Expenses</b>	<b>\$527,201</b>	<b>\$256,155</b>	<b>\$249,919</b>	<b>\$506,074</b>	<b>\$519,801</b>
<i><u>Reserves</u></i>					
Transfer Out - Capital Projects- Paving - Baytree	\$71,783	\$0	\$71,783	\$71,783	\$75,370
Transfer Out - Capital Projects - Paving - IOB Funds	\$23,453	\$0	\$23,453	\$23,453	\$24,630
Transfer Out - Capital Projects - Reserves	\$68,901	\$0	\$68,901	\$68,901	\$43,125
Transfer Out - Community Beautification Fund	\$45,265	\$0	\$45,265	\$45,265	\$45,265
Transfer Out - Rebalance First Quarter Operating	\$21,203	\$0	\$0	\$0	\$40,904
<b>Reserves</b>	<b>\$230,605</b>	<b>\$0</b>	<b>\$209,402</b>	<b>\$209,402</b>	<b>\$229,294</b>
<b>Total Expenses</b>	<b>\$901,365</b>	<b>\$347,048</b>	<b>\$544,902</b>	<b>\$891,950</b>	<b>\$902,296</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$471,497</b>	<b>(\$464,225)</b>	<b>\$7,272</b>	<b>\$0</b>

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**REVENUES:**

**Maintenance Assessments**

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

**Interest Income**

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

**Miscellaneous Income (IOB Cost Share Agreement)**

Represents estimated earnings from Isles of Baytree.

**Miscellaneous Income**

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

---

**EXPENDITURES**

**Administrative:**

**Supervisor Fees**

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

**FICA Expense**

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

**Engineering**

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

**Assessment Administration**

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

**Attorney Fees**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Annual Audit**

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

**Management Fees**

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

**Information Technology**

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

**Telephone**

Telephone and fax machine.

**Postage**

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

**Insurance**

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

**Tax Collector Fee**

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

**Printing & Binding**

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

**Legal Advertising**

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

**Other Current Charges**

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

**Office Supplies**

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

**Property Taxes**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Property Appraiser**

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

**Dues, License & Subscriptions**

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

**Operation and Maintenance:**

**Security Contract**

The District currently has a contract with DSI Security Services to provide security service for the District.

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: CONTRACT COST OF \$19.43 PER HOUR FOR 356 DAYS	\$166,010
HOLIDAY HOURS: CONTRACT COST OF \$29.15 PER HOUR FOR 9 DAYS	\$6,296
	<u>\$172,306</u>

**Security – Speed Control**

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

DESCRIPTION	WEEKLY AMOUNT	ANNUAL AMOUNT
POLICE PATROL (2 PATROLS PER WEEK @ \$99 PER PATROL)	\$192	\$2,000
		<u>\$2,000</u>

**Gate Maintenance Contract**

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

**Maintenance - Gatehouse**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Telephone/Internet - Gatehouse/Pool**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
131679593	201 BAYTREE DR FRONT GATE (Internet)	\$55	\$660
321 254-0017 857 3148	201 BAYTREE DR FRONT GATE	\$650	\$7,800
321 751-1034 001 3145	630 BAYTREE DR BACK GATE	\$165	\$1,980
321 751-0214 454 3143	8207 NATIONAL DR POOL AREA	\$170	\$2,040
287673584	630 BAYTREE DR BACK GATE (Internet)	\$70	\$840
287274865147	TABLETS	\$75	\$900
292703718	801 NATIONAL DRIVE	\$45	\$540
	CONTINGENCY		\$240
			<u>\$15,000</u>

**Transponders**

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

**Field Management Fees**

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

DESCRIPTION	WEEKLY AMOUNT	ANNUAL AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$2,390	\$28,684
		<u>\$28,684</u>

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Electric**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
00533-81406	8002 BRADWICK WAY # WALL	\$14	\$165
02781-39043	8207 NATIONAL DR # POOL HSE	\$550	\$6,600
04080-73153	609 BAYTREE DR # WALL	\$17	\$200
04396-25492	8205 NATIONAL DR # COURTS	\$50	\$600
09459-03086	8147 OLD TRAMWAY DR # ENTRANCE	\$20	\$240
11105-10375	7948 DAVENTRY DR # WALL	\$15	\$180
14771-79517	345 BAYTREE DR # PUMP	\$50	\$600
15604-14425	8005 KINGSWOOD WAY # FOUNTAIN	\$350	\$4,200
36008-52200	602 BAYTREE DR # SIGN	\$20	\$240
46619-40025	8253 OLD TRAMWAY DR # ENT SIGN	\$25	\$300
47131-19107	1409 SOUTHPOINTE CT# ENT SIGN	\$15	\$175
67950-66148	7951 DAVENTRY DR # PUMP STREET	\$50	\$600
724916-0156	7942 KINGSWOOD WAY #LIGHTS	\$20	\$240
73679-10572	201 BAYTREE DR # GRD HSE	\$135	\$1,620
83711-46575	8005 KINGSWOOD WAY # STREET LIGHTS	\$2,700	\$32,400
86596-45173	8005 KINGSWOOD WAY # PUMP	\$140	\$1,680
88573-27285	687 DEERHURST DR # PUMP	\$70	\$840
91260-64568	8128 OLD TRAMWAY DR # SIGN	\$15	\$180
99142-26460	8005 KINGSWOOD WAY# GATE	\$20	\$240
	Contingency		\$3,700
			<b>\$55,000</b>

**Water & Sewer**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$60	\$720
167895-118058	8207 NATIONAL DR #POOL	\$800	\$9,600
	CONTINGENCY		\$1,180
			<b>\$11,500</b>

**Gas**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
2932702542	8205 NATIONAL DR POOL HEATER	\$600	\$7,200
	CONTINGENCY		\$600
			<b>\$7,800</b>

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Maintenance - Lakes**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
LAKE MAINTENANCE	\$2,540	\$30,480
NATURAL AREAS MANAGEMENT: CONTRACT COST OF \$480 BI-MONTHLY		\$2,880
		<u>\$33,360</u>

**Maintenance - Landscape Contract**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$7,750	\$93,000
		<u>\$93,000</u>

**Maintenance - Additional Landscape**

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

**Maintenance - Pool**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
VENDOR: BEACH POOLS		
POOL MAINTENANCE		
SEPTEMBER THRU MAY - 3 DAYS/WEEK	\$625	\$5,625
JUNE THRU AUGUST - 5 DAYS/WEEK	\$800	\$2,400
CONTINGENCY - POOL REPAIRS		\$2,803
VENDOR: COVERALL OF ORLANDO		
JANITORIAL SERVICES	\$431	\$5,172
SUPPLIES		\$1,000
		<u>\$17,000</u>

**Maintenance - Irrigation**

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

**Maintenance - Lighting**

Estimated cost for routine/replacement of fixtures.

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2021**

**Maintenance - Monuments**

Estimated cost to pressure clean and paint monuments.

**Maintenance - Fountain**

The cost of providing preventative maintenance to the District fountains. The cost of service is \$175 per quarter.

**Maintenance - Other Field**

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

**Maintenance – Recreation**

Estimated cost for routine maintenance for the District's recreational areas, such as paint, mulch, or repairs to playground area and nets, facility repair, or minor improvements to tennis court area.

**Holiday Landscape Lighting**

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

**Operating Supplies**

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

**Sidewalk/Curb Cleaning**

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

**Miscellaneous**

Any other miscellaneous expenses incurred during the year.

**Reserves:**

**Transfer Out - Capital Projects - Paving - Baytree/IOB**

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

**Transfer Out - Capital Projects - Reserves**

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

**Transfer Out - Community Beautification Fund**

Represents the assessments dedicated to the Community Beautification Fund.

# Baytree

## Community Development District

Proposed Budget FY 2021  
Capital Projects Reserve

Description	Adopted Budget FY2020	Actual thru 03/31/20	Projected Next 6 Months	Total Projected 09/30/20	Proposed Budget FY 2021
-------------	-----------------------------	----------------------------	-------------------------------	--------------------------------	-------------------------------

**Revenues:**

Beginning Fund Balance	\$13,268	\$68,986	\$0	\$68,986	\$37,992
Paving Contributions	\$0	\$28,000	\$0	\$28,000	\$0
Transfer In - Baytree	\$68,901	\$0	\$68,901	\$68,901	\$43,125
Interest Income	\$100	\$12	\$5	\$17	\$100

<b>Total Revenues</b>	<b>\$82,269</b>	<b>\$96,997</b>	<b>\$68,906</b>	<b>\$165,903</b>	<b>\$81,217</b>
-----------------------	-----------------	-----------------	-----------------	------------------	-----------------

**Expenses:**

Lake Bank Restoration/Evaluation	\$30,000	\$0	\$25,000	\$25,000	\$30,000
Sidewalk/Gutter Repair	\$13,500	\$4,488	\$0	\$4,488	\$10,000
Drainage Maintenance	\$6,500	\$1,275	\$0	\$1,275	\$10,000
Curb -Tree Trimming/Replacements	\$6,500	\$3,950	\$0	\$3,950	\$6,500
Recreation Area Improvements	\$0	\$0	\$0	\$0	\$15,000
Playground Replacement	\$21,400	\$9,629	\$0	\$9,629	\$0
Landscaping	\$0	\$7,800	\$0	\$7,800	\$0
Pool Heater Replacement	\$4,200	\$3,928	\$0	\$3,928	\$0
Pool Refurbishing	\$0	\$21,693	\$1,627	\$23,320	\$0
Landscape Lighting	\$0	\$4,532	\$0	\$4,532	\$0
Pavillion Parking	\$0	\$43,899	\$0	\$43,899	\$0
Bank Fees	\$0	\$45	\$45	\$90	\$0

<b>Total Expenses</b>	<b>\$82,100</b>	<b>\$101,239</b>	<b>\$26,672</b>	<b>\$127,911</b>	<b>\$71,500</b>
-----------------------	-----------------	------------------	-----------------	------------------	-----------------

<b>Excess Revenues/(Expenditures)</b>	<b>\$169</b>	<b>(\$4,242)</b>	<b>\$42,234</b>	<b>\$37,992</b>	<b>\$9,717</b>
---------------------------------------	--------------	------------------	-----------------	-----------------	----------------

Baytree CDD - Capital Improvement Program

Project Description	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Lake Bank Restoration	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk /Gutter Repair	\$ 13,500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 14,500
Drainage Maintenance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Curb - Tree Trimming/Replacements	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
Tennis Court Surface	\$ -	\$ -	\$ -	\$ -	\$ -
Playground	\$ 21,400	\$ -	\$ -	\$ -	\$ -
Pool Heater	\$ 4,200	\$ -	\$ -	\$ -	\$ -
Pool Furniture	\$ -	\$ -	\$ -	\$ -	\$ -
LED Gate Arms	\$ -	\$ -	\$ -	\$ -	\$ -
Rear Gate Camera System	\$ -	\$ -	\$ -	\$ -	\$ -
Pavilion Parking	\$ -	\$ -	\$ -	\$ -	\$ -
Gate Operators	\$ -	\$ -	\$ 40,000	\$ -	\$ -
<b>Total</b>	<b>\$ 85,600</b>	<b>\$ 56,500</b>	<b>\$ 96,500</b>	<b>\$ 56,500</b>	<b>\$ 61,000</b>

**Baytree**  
**Community Development District**  
Proposed Budget FY 2021  
Pavement Management

Description	Adopted Budget FY2020	Actual thru 03/31/20	Projected Next 6 Months	Total Projected 09/30/20	Proposed Budget FY 2021
-------------	-----------------------------	----------------------------	-------------------------------	--------------------------------	-------------------------------

**Revenues:**

Beginning Fund Balance	\$222,635	\$222,640	\$0	\$222,640	\$278,810
Transfer In - Baytree	\$71,783	\$0	\$71,783	\$71,783	\$75,370
Transfer In - IOB	\$23,453	\$0	\$23,453	\$23,453	\$24,630
Interest Income	\$75	\$50	\$50	\$100	\$75

<b>Total Revenues</b>	<b>\$317,946</b>	<b>\$222,689</b>	<b>\$95,286</b>	<b>\$317,975</b>	<b>\$378,885</b>
-----------------------	------------------	------------------	-----------------	------------------	------------------

**Expenses:**

Roadway Paving	\$0	\$39,165	\$0	\$39,165	\$0
----------------	-----	----------	-----	----------	-----

<b>Total Expenses</b>	<b>\$0</b>	<b>\$39,165</b>	<b>\$0</b>	<b>\$39,165</b>	<b>\$0</b>
-----------------------	------------	-----------------	------------	-----------------	------------

<b>Excess Revenues/(Expenditures)</b>	<b>\$317,946</b>	<b>\$183,524</b>	<b>\$95,286</b>	<b>\$278,810</b>	<b>\$378,885</b>
---------------------------------------	------------------	------------------	-----------------	------------------	------------------

		CARRY FORWARD SPLIT	
BAYTREE	\$255,357		\$330,802
IOB	\$23,453		\$48,083
	<u>\$278,810</u>		<u>\$378,885</u>

**Baytree**  
**Community Development District**  
Proposed Budget FY 2021  
Community Beautification

Description	Adopted Budget FY2020	Actual thru 03/31/20	Projected Next 6 Months	Total Projected 09/30/20	Proposed Budget FY 2021
-------------	-----------------------------	----------------------------	-------------------------------	--------------------------------	-------------------------------

**Revenues:**

Beginning Fund Balance	\$1,281	\$1,894	\$0	\$1,894	\$21,436
Transfer In - Baytree	\$45,265	\$0	\$45,265	\$45,265	\$45,265
<b>Total Revenues</b>	<b>\$46,546</b>	<b>\$1,894</b>	<b>\$45,265</b>	<b>\$47,159</b>	<b>\$66,701</b>

**Expenses:**

Bank Fees	\$150	\$150	\$0	\$150	\$150
Beautification Projects	\$45,000	\$25,323	\$0	\$25,323	\$0
Contingency	\$0	\$150	\$100	\$250	\$0
<b>Total Expenses</b>	<b>\$45,150</b>	<b>\$25,623</b>	<b>\$100</b>	<b>\$25,723</b>	<b>\$150</b>

<b>Excess Revenues/(Expenditures)</b>	<b>\$1,396</b>	<b>(\$23,729)</b>	<b>\$45,165</b>	<b>\$21,436</b>	<b>\$66,551</b>
---------------------------------------	----------------	-------------------	-----------------	-----------------	-----------------

# Baytree

## Community Development District

### O&M Assessment Calculation

	FY 2020	FY 2021	
Net Assessments	\$853,142	\$853,142	
Discounts (4%)	\$35,691	\$35,691	
Gross Assessments	\$888,833	\$888,833	
Less : Golf Course (2.25%)	\$19,999	\$19,999	
Adjusted Gross	\$868,834	\$868,834	
Assessable Units:			
Phase 1	304	304	
Phase 2	157	157	
Total	461	461	
			<u>Change From</u>
			<u>2020</u>
Per Unit O & M Assessments	\$1,884.67	\$1,884.67	(\$0.00)

FY 2021 Baytree CDD Assessments	Phase 1	Phase 2
Per Unit O & M	\$1,885	\$1,885

**Isles of Baytree**  
**Baytree Roadway Maintenance Cost Sharing Agreement**  
**Proposed Budget FY2021**

	<b>FY21 Proposed Budget</b>
Security	\$172,306
Maintenance - Gatehouse/Agreement	\$11,200
Telephone - Gatehouse	\$15,000
Utilities <sup>1</sup>	\$5,340
Maintenance - Lighting	\$250
Capital Reserve - Paving Management <sup>2</sup>	\$24,630
<b>Total</b>	<b>\$228,726</b>
Less: Golf Course Contribution (2.25%)	(\$5,146)
<b>Total to be assessed To Baytree CDD &amp; Isles of Baytree HOA</b>	<b>\$223,580</b>
<b>Total Number of Lots</b>	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	<b>565</b>
<b>Total Per Lot Assessment</b>	<b>\$396</b>
<b>Total Expenses divided by Total Units</b>	
<b>Proposed Amount for Isles of Baytree HOA for FY21</b>	<b>\$41,155</b>

**Notes**

**Total Utilities**

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

Capital Reserve Calculation is based on the following areas:

Baytree Boulevard  
National Drive  
Kingswood Drive

<b>Total Area of Pavement</b>	<b>89,711</b>
<b>IOB Shared Roadway Area</b>	<b>22,093</b>
<b>Fraction of Shared Roadways</b>	<b>24.63%</b>

<b>Total Projected FY21 Paving Management</b>	<b>\$100,000</b>
<b>IOB Shared Cost</b>	<b>\$24,630</b>

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

<b>Allocation of Operating Reserves</b>	
<b><u>Estimated Funds Available</u></b>	
Beginning Fund Balance - Fiscal Year 2020	\$81,774
Projected Fiscal Year 2020 Excess (Deficit)	<u>\$7,272</u>
<b>Total Estimated Funds Available First Quarter Operating Reserve- 9/30/20</b>	<u><b>\$89,047</b></u>
Rebalance First Quarter Operating - FY 21	<u>\$40,904</u>
<b>Total First Quarter at 9/30/20</b>	<u><b>\$129,950</b></u>
<b><u>Allocation of Reserves</u></b>	
Estimated Capital Reserve Fund Balance (Carry forward Plus New FY21 Funds)	\$81,117
Estimated Beautification Fund Balance (Carry forward Plus New FY21 Funds)	<u>\$66,701</u>
<b>Total Reserves for Capital Projects (Start of FY21)</b>	<u><b>\$147,818</b></u>

## SECTION B

# SECTION 1

## District Engineer Agreement

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Baytree Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "District"), and Dewberry Engineers, Inc., a \_\_\_\_\_ corporation authorized to do business in the State of Florida (the "District Engineer"), and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the District solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the District Engineer submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to engage the District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applied and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
  - 1. Preparation of any necessary reports and applications.
  - 2. Attendance at meetings of the District's Board of Supervisors.
  - 3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
  - 4. Performance of any other duties related to the provision of infrastructure and services as requested by the District Board of Supervisors (the "Board").
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the Board. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contacts,

issuance of certificates of construction and payment, assisting and/or supervising the bidding processes, and any other activity required by the Board.

C. The District Engineer shall, when authorized by the board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the Board.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

## ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of Services or projects under the contract shall be at the sole option of the District.

## ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Exhibit "A" (the "Fee Schedule") shall remain in effect. On the third anniversary date of this

Agreement, and every third year thereafter, the parties may renegotiate the Fee Schedule.

#### ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

#### ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

#### ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

#### ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the District Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

#### ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the District Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

#### ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$1,000,000

District Engineer shall provide district with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall engineer be without insurance in the above amounts.

#### ARTICLE 11 CONTINGENT FEE

The District Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement

#### ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The District Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement

#### ARTICLE 13 INDEMNIFICATION

The District Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The District Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the privileges, protections, and limitations on liability afforded the District pursuant to Section 768.28, F.S., the doctrine of sovereign immunity, or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

#### ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. The District Engineer 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 District Engineer 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 District Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the District Engineer transfers all public records to the District upon completion of the Agreement, the District Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the District Engineer keeps and maintains public records upon completion of the Agreement, the District Engineer 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. The District Engineer 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 District Engineer, the District Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. The District Engineer acknowledges that should the District Engineer fail to provide the public records to the District within a reasonable time, the District Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE DISTRICT ENGINEER 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 DISTRICT ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**Governmental Management Services  
-Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
TELEPHONE: (407) 841-5524  
EMAIL: jshowe@gmscfl.com**

#### **ARTICLE 15 EMPLOYMENT VERIFICATION**

The District Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and control Act of 1986, of all persons it employs in the performance of this Agreement.

#### **ARTICLE 16 CONTROLLING LAW**

The District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Brevard County, Florida.

#### ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

#### ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as the District Engineer deems appropriate, pursuant to Article 5 herein.

#### ARTICLE 19 AMENDMENT

Amendment 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.

#### ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the Agreement, the District Engineer shall not perform any further services unless directed to do so by the Board in writing.

#### ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice

shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Rey Malave, P.E.  
Dewberry Engineers, Inc.  
800 North Magnolia Avenue, Suite 1000  
Orlando, Florida 32803

If to District

Baytree Community Development District  
Governmental Management Services-Central  
Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

With a Copy to:

Billing, Cochran, Lyles, Mauro & Ramsay, P.A.  
Attention: Dennis E. Lyles, Esq.  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

#### ARTICLE 22 RECOVERY OF COSTS AND FEES

In the Event 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 fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

#### ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

Attest

\_\_\_\_\_  
Print: \_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Assistant Secretary

Date: \_\_\_\_\_, 2020

**DEWBERRY ENGINEERS, INC.**

\_\_\_\_\_  
Print: Reinaldo Malave  
Title: Associate Vice President

Date: May 18, 2020

Witnesses:

\_\_\_\_\_  
Print: Annee Powell

\_\_\_\_\_  
Print: Ricardo Montalvo

**Exhibit “A”**

**Dewberry Engineers, Inc.**

**Hourly Personnel Billing Rates**

## STANDARD HOURLY BILLING RATE SCHEDULE

### Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
<b><u>Professional</u></b>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$195.00
Engineer VII, VIII, IX	\$210.00, \$225.00, \$240.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$150.00, \$160.00, \$175.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$150.00, \$160.00, \$175.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$150.00, \$160.00, \$175.00
Principal	\$290.00
<b><u>Technical</u></b>	
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Designer I, II, III	\$105.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<b><u>Construction</u></b>	
Construction Professional II, III	\$140.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$225.00
<b><u>Survey</u></b>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$110.00, \$125.00
Surveyor VII, VIII, IX	\$140.00, \$165.00, \$185.00
Senior Surveyor IX	\$235.00
Fully Equipped 2, 3, 4 Person Field Crew	\$155.00, \$185.00, \$215.00
<b><u>Administration</u></b>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$105.00, \$135.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

*\*\* Company Confidential and Proprietary*

*Revised 7-23-19\Subject to Revision\Standard Hourly Billing Rate Schedule*

## SECTION 2



Dewberry Engineers Inc. | 407.843.5120  
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax  
Orlando, FL 32803 | www.dewberry.com

**Sent Via Email: jshowe@gmscfl.com**

May 19, 2020

Baytree Community Development District  
c/o Governmental Management Services  
Attn: Jason Showe  
219 E. Livingston Street  
Orlando, Florida 32801

**Subject: Work Authorization Number 2020-1  
Baytree Community Development District  
District Engineer General Engineering Services  
Brevard County, Florida**

Dear Mr. Showe:

Dewberry Engineers Inc. is pleased to submit this work authorization to provide general engineering services for the Baytree Community Development District. We will provide these services pursuant to our current agreement ("District Engineer Agreement") as follows:

**I. Scope of Work**

Baytree Community Development District ("District") will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the Engineering Agreement, including attendance at Board of Supervisors meetings, preparation of reports and applications or other activities as directed by the District's Board of Supervisors.

**II. Fees**

The District will compensate the Engineer pursuant to the hourly rate schedule contained in the District Engineer Agreement. We estimate a budget in the amount of \$9,000. The District will reimburse the Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the District Engineer Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. Jason Showe  
Baytree CDD  
May 19, 2020

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.  
Associate Vice President

RM:ap

M:\Proposals - Public\Municipal\Baytree CDD\Work Authorizations\Baytree CDD\_WO\_2020-1 District Engineering\_05-19-2020

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Baytree Community Development District

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

## SECTION 3



Dewberry Engineers Inc. | 407.843.5120  
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax  
Orlando, FL 32803 | www.dewberry.com

**Sent Via Email: jshowe@gmscfl.com**

May 21, 2020

Baytree Community Development District  
c/o Governmental Management Services  
Attn: Jason Showe  
219 E. Livingston Street  
Orlando, Florida 32801

**Subject: Work Authorization Number 2020-2  
Baytree Community Development District  
Review and Design of Speed Humps – Baytree Drive Engineering Services  
Brevard County, Florida**

Dear Mr. Showe:

Dewberry Engineers Inc. is pleased to submit this work order to provide general engineering services for the Baytree Community Development District (District) for review and analysis of the existing and potential, new speed humps along Baytree Drive. We will provide these services pursuant to our current agreement ("District Engineer Agreement") as follows:

**I. Scope of Work**

Dewberry Engineers Inc. (Engineer) will review the existing speed humps, the potential for relocating them, and determine whether additional speed humps are recommended along Baytree Drive. We understand that a previous study was performed by others and they proposed the construction of two (2) speed humps. We will review the issues as to noise and options of where to relocate them and provide a recommendation to the District's Board. We will provide a memo report and map showing the locations and options for the District's Board.

**II. Fees**

The District will compensate the Engineer pursuant to the hourly rate schedule contained in the District Engineer Agreement. We estimate a budget for this task in the amount of \$3,500. The District will reimburse the Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the District Engineer Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. Jason Showe  
Baytree CDD- Speed Hump Review  
May 21, 2020

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.  
Associate Vice President

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Baytree Community Development District

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

## SECTION C

PREPARED BY AND RETURN TO:

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

Parcel ID: Portion of 26-36-22-PU-\*-C22

**REVOCABLE LICENSE AGREEMENT**

**THIS IS A REVOCABLE LICENSE AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Agreement"), by and between:

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Brevard County, Florida, and whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "District"),  
and

**BAYTREE GOLF, LLC**, a Florida limited liability company, whose principal address is 8207 National Drive, Melbourne, Florida 32940, and whose mailing address is 10688 Crestwood Drive, Suite D, Manassas, Virginia 20109 (the "Golf Club").

**RECITALS:**

**WHEREAS**, District owns the following described property within unincorporated Brevard County, Florida:

Tract C22, Plat of Baytree, Planned Unit Development Phase 1, Stages 1-5, as recorded at Plat Book 39, Page 59 of the Public Records of Brevard County, Florida, designated as Parcel ID 26-36-22-PU-\*-C22 (the "District Property"); and

**WHEREAS**, the Golf Club is the owner of the Baytree National Golf Course located in the immediate vicinity of the District Property and within unincorporated Brevard County, Florida, and

including real property adjacent to said District Property and

**WHEREAS**, it has been determined that there exists within the District Property there exists a golf cart path and bridge (the “Improvements”) that have been utilized by the Golf Club and its guests since the Golf Club was constructed and the Baytree residential development was completed; and

**WHEREAS**, the Improvements have continuously been maintained by the Golf Club for the use of golf carts traveling between holes and throughout the Golf Club Property; and

**WHEREAS**, the Golf Club desires permission from District to use, maintain and repair the Improvements, over a portion of the District Property as more particularly described and shown in **Exhibit A**, attached hereto and made a part hereof (the “License Area”), which License Area is limited to the portion of District property necessary for the Golf Club to maintain and repair the Improvements; and

**WHEREAS**, the District has determined that the proposed license in, over, and within the License Area will not presently impact District operations, and the District desires to authorize a revocable license to the Golf Club for the limited purposes of maintaining and repairing the Improvements, as more particularly described herein; and

**WHEREAS**, the Golf Club has agreed to continue to maintain and repair the Improvements, as necessary.

**NOW, THEREFORE**, in consideration of the mutual covenants and the conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

2. **Grant of License by District**. District hereby grants to the Golf Club the revocable right, license and privilege of using a portion of the District Property, the License Area, subject to the limitations, conditions, and purposes hereinafter set forth, and as more particularly shown on the attached **Exhibit A**, incorporated herein. The license and use of the District Property may not be expanded, modified or altered within or beyond the License Area as depicted on **Exhibit A** or with respect to the description of the Improvements more particularly described in **Exhibit A**, without the express written consent of the District, which consent shall be evidenced by a written amendment to this Agreement, executed by all parties, and recorded in the public records of Brevard County, Florida.

3. Term. The term of this Agreement shall commence on the Effective Date, and shall expire five (5) years from that date (the "Initial Term"), unless terminated earlier as hereafter set forth. Upon the mutual agreement of the parties and unless otherwise terminated as provided herein, this revocable license shall renew, upon the expiration of the Initial Term and subsequent extension terms, for renewal terms of five (5) years each.

4. Use of License Area. The Golf Club shall use and occupy the License Area only for the purposes of maintaining and repairing the Improvements. The Golf Club acknowledges that it is solely responsible for the ongoing maintenance and repair of the Improvements. The Improvements and License Area shall be opened to the public and may not be reserved for private use to the exclusion of the public. The Golf Club shall be responsible for insuring the safety of those using the Improvements, which may include the installation and maintenance of safety measures, pavement markings, and signage. The License Area shall not be used for any other purpose by the Golf Club without the advance written amendment of this Agreement. At all times the District shall have ingress and egress rights as necessary to inspect or maintain the District Property and the License Area. The parties agree that the District will continue to furnish landscape maintenance services within the District Property, providing maintenance services to the grass, trees, bushes, and irrigation facilities therein.

5. Limitations on Use. The Golf Club agrees that it shall NOT (1) permit the License Area, without the advance written consent of the District, to be used or occupied by any person, firm, entity or corporation other than the Golf Club and its agents and guests and only for the purposes herein described; (2) permit the License Area to be used for any purpose other than that which is provided in this Agreement, (3) permit or commit any waste, injury or damage to the License Area; (4) permit the License Area to be used or occupied in any manner which violates any laws, rules, policies or regulations of any federal, state, or local governmental entity, including District; or (5) permit, install, or construct any other structures other than the approved Improvements or make any alterations, additions, or enhancements to the Improvements, excepting routine maintenance and repair, without the prior approval and consent of the District Board of Supervisors.

6. Property Right. The Golf Club expressly acknowledges that it gains no property or contract right to the continued maintenance of the Improvements or License Area contemplated herein and further acknowledges that the license and permission granted herein is revocable by the District and as determined by District for convenience and without liability therefor.

7. Damage to Premises. The Golf Club, its officers, employees, or agents shall not, by its or their use or occupancy, cause damage to the License Area or the District Property. The Golf Club agrees that all personal property placed upon the License Area by the Golf Club shall remain the property of the Golf Club and shall be placed upon the License Area at the sole risk of the Golf Club. The Golf Club shall give the District or its designated agent prompt written notice, in the manner provided herein, of any occurrence, incident or accident occurring on the License Area.

8. Permits. The Golf Club shall obtain any and all required permits from governmental units, including but not limited to the Brevard County, having jurisdiction thereof, and is further responsible for any and all fees, costs, and expenses related to the design, permitting, approval, and construction, maintenance, operation or repairs associated with the Improvements. Upon receipt of a completed permit application (with required and necessary attachments) for the Improvements and review by District staff, the Chairman of the District Board of Supervisors is authorized to execute any permit applications consistent with the approval(s) granted by this Agreement.

9. Inspection of License Area. The District and its respective agents and authorized employees or representatives may enter upon the License Area at anytime to examine same to determine if the Golf Club is properly maintaining the License Area and Improvements allowed by this Agreement.

10. Indemnification of District.

a. The Golf Club shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Agreement and resulting or accruing from any intentional act or any negligent act, omission or error of Golf Club, its officers, agents, or employees, which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the License Area, the Improvements, or the District Property, and arising from the use of the License Area.

b. The Golf Club shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the District as a result of any claim, suit or cause of action accruing or in any way arising out of this Agreement for injuries to body, life, limb or property as set forth above.

c. The Golf Club shall save the District harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

11. Insurance.

a. Without limiting any of the other obligations or liabilities of the Golf Club, the Golf Club shall provide, pay for, and maintain in force the insurance coverages set forth in this paragraph, at all times as well assure the District coverage of the protection contained in the foregoing indemnification provisions undertaken by the Golf Club.

b. Comprehensive general liability with minimum limits of one million dollars

(\$1,000,000.00) per occurrence, combined single limit for body injury liability and property damage liability coverage, must be afforded and must include:

- (1) premises, operations or both.
- (2) District is to be included as an “additional named insured”.
- (3) Notice of Cancellation and/or Restriction – the policy(ies) must be endorsed to provide District with thirty (30) days advance written notice of cancellation or restriction.

c. **ANY CONTRACTOR HIRED OR CONTRACTED BY THE GOLF CLUB TO MAINTAIN THE IMPROVEMENTS PURSUANT TO THIS AGREEMENT, SHALL, PRIOR TO ANY MAINTENANCE ACTIVITY BEING UNDERTAKEN, SUBMIT TO THE DISTRICT COPIES OF ITS REQUIRED INSURANCE COVERAGES AND SPECIFICALLY PROVIDE THAT THE DISTRICT (AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES), ARE ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.**

d. The Golf Club shall provide the District with copies of all insurance policies required by this paragraph showing that District has been named as an additional named insured under such policies.

d. Renewal of the insurance and provision of a copy of such renewal to the District on an annual basis is the responsibility of the the Golf Club.

12. Maintenance and Repair of License Area and the Improvements.

a. It shall be the responsibility of the Golf Club to keep and maintain the Improvements clean, in good repair, sanitary and free from trash, debris, and graffiti, and safe. The upkeep and maintenance of the Improvements licensed under this Agreement shall be borne solely by the Golf Club, and the Golf Club agrees to maintain the Improvements in accordance with the terms and conditions of this Agreement and consistent with prudent and reasonable maintenance procedures and techniques. The Golf Club specifically agrees to maintain the Improvements in a manner that will not pose a hazard.

b. The Golf Club agrees that it will replace any and all landscaping and District improvements that are damaged as a result of the maintenance and upkeep of the Improvements by the Golf Club, its officers, agents, and employees, utilizing the same quality of materials and workmanship as approved by the District Manager of District or his/her designee.

c. The Golf Club acknowledges that it will bear any and all costs and expenses associated with removal of any items, fixtures, encroachment, or other improvements not permitted or authorized under this Agreement and which encroach on the License Area within thirty (30) calendar days of receipt of notice to remove from District, depending on the location of the item, fixture, encroachment, or other improvement. In the event the Golf Club fails to remove all or any part of such item, fixture, encroachment, or improvement within said time period, District is authorized to remove the item, fixture, encroachment, improvement, or any portion thereof and all costs and expenses associated with the removal shall be the responsibility of the Golf Club.

13. Termination/Revocation of License. Any party may terminate this Agreement after sixty (60) days notice to the other parties, said notice to be provided in accordance with this Agreement. the Golf Club shall peaceably surrender and deliver the License Area to the District immediately upon the effective date of the termination of this Agreement or expiration of the Initial Term or any renewal term of this Agreement. In any event, upon termination or expiration of the Initial Term or a renewal term, the Golf Club agrees to bear the full cost of removal of the Improvements or a portion thereof and waives any and all claims the Golf Club may have or may have had against District with regard to the cost of installing, maintaining, operating or removing such Improvements. In the event the Golf Club removes the Improvements, the Golf Club shall restore License Area at the Golf Club's cost and expense. In the event the Golf Club fails to remove all or any part of such Improvements within sixty (60) days after written demand by the District to do so, the District is hereby authorized to remove the Improvements or any portion thereof and all costs and expenses associated with the removal shall be the responsibility of the Golf Club.

14. Special Exception. It is agreed that this Agreement constitutes a revocable license and is granted to the Golf Club for the Golf Club's sole benefit and is a special exception to the policies of the District and that this revocable license and Agreement shall be construed most strictly in favor of the District and against the Golf Club, and further shall be construed in accordance with the laws of the State of Florida.

15. Observance of Laws. The Golf Club shall observe all rules, laws, and ordinances of the Brevard County, the State of Florida, and the United States, their respective agencies and departments, having jurisdiction. The Golf Club is responsible for assuring that its agents observe all such laws, rules, and ordinances.

16. Assignment. The Golf Club shall have no authority to assign any of its rights under this Agreement at any time during any term of this Agreement without a written amendment to this Agreement. Should the Golf Club attempt to assign this Agreement or any portion of this Agreement, then the Agreement shall be terminated immediately without prior notice to the Golf Club.

17. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith.

18. Waiver. Failure of the District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

19. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE DISTRICT:** Baytree Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

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

**AS TO THE GOLF CLUB:** Baytree Golf, LLC  
10688 Crestwood Drive, Suite D  
Manassas, Virginia 20109  
Attention: Manager

20. Taxes, Assessments; Operating Costs and Utility Charges. The Golf Club shall pay or cause to be paid all real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term of this Agreement or any renewal thereof, be imposed upon, become due and payable, or become a lien upon the License Area or any part thereof, but specifically limited to such taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county, municipal or local government authority. The Golf Club shall, upon request, exhibit receipt for such payments to the District annually. Further, the Golf Club shall pay or cause to be paid all operating expenses, such as those for light, electricity, charges for water, and

all costs attributable to the maintenance and operation of the Improvements to be erected upon the License Area.

21. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall NOT be deemed a lease of the License Area by the Golf Club but rather a license granted to the Golf Club by District to use and occupy the License Area under the terms and conditions stated herein.

22. Recordation. This Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Brevard County, Florida.

23. Covenants running with the land. The provisions of this Agreement are covenants running with the lands described herein, and are binding upon the Golf Club and its respective successors and assigns.

24. Venue. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of Brevard County, Florida.

25. Entire Agreement. This Agreement represents the entire and integrated agreement between the District and the Golf Club and supersedes all prior negotiations, representations or agreements, either written or oral.

26. Execution of Agreement. This Agreement shall be of no force and effect if not properly executed by all parties within ninety (90) days from the date first appearing above unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

**BAYTREE COMMUNITY  
DEVELOPMENT  
DISTRICT**

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice-Chair

ATTEST:

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

STATE OF FLORIDA            }  
COUNTY OF BREVARD        }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as Chair/Vice-Chair of the Board of Supervisors of the **BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did not (did) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida [Signature]

My Commission Expires:

\_\_\_\_\_  
Name of Notary [Typed, Printed or Stamped]

STATE OF FLORIDA            }  
COUNTY OF BREVARD        }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as Chair/Vice-Chair of the Board of Supervisors of the **BAYTREE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did not (did) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida [Signature]

My Commission Expires:

\_\_\_\_\_  
Name of Notary [Typed, Printed or Stamped]



**EXHIBIT A**  
**IMPROVEMENTS AND LICENSE AREA**



本報記者 王曉明 採訪 王曉明 採訪 王曉明 採訪

## SECTION D



**Reply To:**

☐ **Government Center North**  
400 South Street 1F  
Post Office Box 1119  
Titusville, FL 32781-1119  
Telephone 321 264-6740  
Fax 321 264-6741

☐ **Viera Government Center**  
2725 Judge Fran Jamieson Way  
Building C, Level 1  
Post Office Box 410819  
Melbourne, FL 32941-0819  
Telephone 321 633-2124  
Fax 321 633-2130

☐ **South Brevard  
Service Complex**  
1515 Sarno Road  
Melbourne, FL 32935  
Telephone 321 255-4455  
Fax 321 255-4401

☐ **Palm Bay  
Service Complex**  
450 Cogan Drive, SE  
Palm Bay, FL 32909  
Telephone 321 952-6328  
Fax 321 952-6332

**TDD**  
321-454-6608

**VOTER FRAUD HOTLINE**  
1-877-868-3737

May 6, 2020

Ms. Stacie Vanderbilt  
Recording Secretary  
BAYTREE COMMUNITY DEVELOPMENT DISTRICT  
219 E. Livingston Street  
Orlando, Florida 32801

RE: BAYTREE COMMUNITY DEVELOPMENT DISTRICT

Dear Ms. Vanderbilt:

I am writing in response to your request for the number of registered voters within the afore-mentioned community.

Please be advised our records indicate there are 994 registered voters as of April 15, 2020.

If you need any additional information, or have any questions, please feel free to contact me at 321/690-6833.

Kind regards,  
*Lori Scott*  
Lori Scott

LS/jem

RECEIVED

MAY 08 2020

BY: \_\_\_\_\_

# SECTION E

**From:** Jason Showe jshowe@gmscfl.com  
**Subject:** Re: Baytree waterfitness class in late afternoon - Gina Palombi  
**Date:** May 14, 2020 at 8:09 AM  
**To:** GINA PALOMBI ginagpalombi@aol.com  
**Cc:** Stacie Vanderbilt svanderbilt@gmscfl.com



I can temporarily approve that, and we would have to have it ratified by the Board at their June meeting.

PLEASE NOTE NEW ADDRESS BELOW

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

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

History.—s. 1, ch. 2006-232.

On May 13, 2020, at 5:06 PM, GINA PALOMBI <[ginagpalombi@aol.com](mailto:ginagpalombi@aol.com)> wrote:

Hi! Hope your doing well! Renee notified me that the pool is open and we are limiting participants to no more than 10. Do you have an issue if I change my start time back an hour ? Normally it's 2-3 pm. I'd like to change it to 3-4pm. Just works better for my new schedule. Please let me know do I can proceed.

Thanks  
Gina

Sent from my iPhone

## SECTION V

# SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Gate System on Pool Facility	Viasalvers	Ongoing	4/3/19	March 2020	July 2020	Main work is complete, awaiting facility full reopening information prior to sending out new keys to residents.
2	Kingswood Way Drainage	Viasalvers	COMPLETE	6/5/19		April 2020	COMPLETE
3	Lake 1 Access/2020 Lake Bank Repair	Viasalvers	Ongoing	6/5/19			Awaiting Final Vendor Schedule - Estimate Q4 2020
4	Gate Repair Company Quotes	Viasalvers	Ongoing	12/4/19	Dec-19		Quote for Quarterly Service Attached



# PROPOSAL

M - Maint / PM Only

Valid for 45 days unless otherwise noted

Proposal #: 32509

Date: 02/20/2020

Pymt Terms 50% Net USC

Start Date:

Bid Code Commercial

## PM Contract and Programming

Prepared by: Jordan Harpold  
FDC Melbourne  
658-2 Washburn Rd, Melbourne FL

o: 321-254-8011 x.999  
c: 321-544-5814  
e: [jharpold@fdc.com](mailto:jharpold@fdc.com)

Mailing Florida Door Control of Orlando, Inc. 658-2  
Address: Washburn Rd., Melbourne, FL 32934  
Toll Free: 800-321-6487 Fax: 321-259-8725

### Billing:

Baytree HOA  
C/O GMS Central Florida  
219 E. Livingston St.  
Orlando, FL 32801

### Location:

Baytree HOA  
201 Baytree Dr.  
Melbourne, FL 32940

### Prepared for:

William Viasalyers

### Phone:

(407) 451-4047

### Email:

[wviasalyers@gmscfl.com](mailto:wviasalyers@gmscfl.com)

### Sales Person

Jordan Harpold

### Proposed Service:

Quarterly preventative maintenance inspections on the following equipment.

- 2 Main entry Liftmaster mega arm barrier gates.
- 2 Main exit Liftmaster mega arm barrier gates.
- 1 Residence only entry Liftmaster mega arm barrier gate.
- 1 Residence only exit Liftmaster mega arm barrier gate.
- 12 Loops Saw cut in asphalt.
- 2 Transcore RFID readers. ( 1 main entry and 1 residence only entry)
- 2 Elite CSW swing gate operators. ( Residence only entry and exit)
- 4 Magnetic Locks ( 2 per swing gate on residence only gates)

Programming contract will only go into effect once new Emerge panel is in place. FDC will need the Ip address of the emerge panel as well as the log in credentials.

NAME	DESCRIPTION	QTY
	1 Year Quarterly Maintenance Inspections	1
	1 Year Programming Contract	1

### NOTE:

Signature \_\_\_\_\_ Date \_\_\_\_\_ TOTAL **\$3,180.00**  
Print \_\_\_\_\_

**From:** Jordan jharpold@fdc.com  
**Subject:** RE: Florida Door Control of Orlando, Inc.: Proposal #: 32509 for Baytree HOA PM Contract and Programming  
**Date:** May 7, 2020 at 6:02 AM  
**To:** William Viasalyers wviasalyers@gmscfl.com  
**Cc:** Jason Showe jshowe@gmscfl.com



William,

Unfortunately, with the age of the gate equipment on site you will not be eligible for all the levels we have to offer.

We have a PM only level which includes 4 scheduled visits a year to come and inspect, clean, grease any necessary parts, check over all operation and report and issues or potential issues. Any part change outs will be billed separately at time and materials after approval from point of contact.

Level 2 would be our Gold plan which includes the 4 scheduled visits a year but includes labor on any part change outs and will cover any additional service calls not including emergency service.

Level 3 would be our Platinum which includes all the above and any parts necessary.

Platinum and Gold, you are not be eligible for at this time. Platinum being due to the age of the equipment that is on site and some being obsolete.

We can start with the PM only for the first year and possibly go to the Gold plan after year 1.

Since we do not service this site at this time we would like to take the first year to go through the entire system thoroughly before providing a Gold contract.

If you have any other questions please feel free to contact me either by phone or email.

Thank You,

**Jordan Harpold, Sales**

Florida Door Control of Orlando, Inc.

HQ: 658 Washburn Rd. Ste 2, Melbourne, FL 32934

O: 321-254-8011 x. 999 | F:321-259-8725



---

**From:** William Viasalyers <wviasalyers@gmscfl.com>

**Sent:** Wednesday, May 6, 2020 3:53 PM

**To:** Jordan Harpold <jharpold@fdc.com>

**Cc:** Jason Showe <jshowe@gmscfl.com>

**Subject:** Re: Florida Door Control of Orlando, Inc.: Proposal #: 32509 for Baytree HOA PM Contract and Programming

Hi Jordan,

I hope all is well on your end! We had a board meeting today and the board is in favor of seeing the alternative package levels FDC offer's which I believe starts at silver and goes up to platnuim. Can you please send an updated proposal to reflect those options along with the cost?

Please note our new address

## SECTION B

## SECTION 3

*This item will be provided under  
separate cover*

## SECTION VI

# SECTION A

# Baytree

## Community Development District

### Summary of Check Register

April 29, 2020 to May 27 ,2020

Fund	Date	Check No.'s	Amount
General Fund	4/29/20	53693-53695	\$ 163,454.00
	5/6/20	53696-53698	\$ 5,323.09
	5/7/20	53699	\$ 6,183.95
	5/13/20	53700-53701	\$ 1,056.00
	5/21/20	53702-53709	\$ 27,126.43
			<u>\$ 203,143.47</u>
Capital Projects Fund	5/13/20	103	\$ 7,300.00
			<u>\$ 7,300.00</u>
Community Beautification Fund	5/21/20	36	\$ 8,577.00
			<u>\$ 8,577.00</u>
Payroll	<u>May 2020</u>		
	Carolyn E. Witcher	50454	\$ 169.40
	Gilbert M. Mills Jr.	50455	\$ 184.70
	Jerome S. Darby	50456	\$ 184.70
	Richard C Bosseler	50457	\$ 184.70
	Richard L. Brown	50458	\$ 184.70
			<u>\$ 908.20</u>
			<u><b>\$ 219,928.67</b></u>



CHECK DATE	CHECK VENDOR#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
5/13/20	00019	5/01/20	1739	202005	320-53800-46200			BEACH POOL SERVICE	*	625.00	625.00	053700
5/13/20	00193	5/01/20	15800160	202005	320-53800-46200			JANITORIAL 05/2020	*	431.00	431.00	-
5/21/20	00047	5/12/20	S114920	202005	320-53800-41100			COVERALL NORTH AMERICA, INC DBA	*	240.00	240.00	053701
5/21/20	00193	5/11/20	15800162	202004	320-53800-46200			ACCESS CONTROL TECHNOLOGIES	*	162.00	162.00	053702
5/21/20	00200	5/06/20	1822098	202005	320-53800-34500			COVERALL NORTH AMERICA, INC DBA	*	3,264.24	3,264.24	053703
5/13/20	1822107	202005	320-53800-34500					SECURITY 04/30-05/06/20	*	3,264.24	3,264.24	-
5/21/20	00039	4/01/20	373921	202004	320-53800-41100			DO THAN SECURITY INC	*	60.00	60.00	053704
4/02/20	372435	202004	320-53800-47000					ORTLY PEST CONTROL APR20	*	2,540.00	2,540.00	-
5/21/20	00008	5/05/20	7-002-40	202004	310-51300-42000			ECOR INDUSTRIES	*	127.90	127.90	053705
5/21/20	00023	4/27/20	00033218	202004	310-51300-48000			FEDEX	*	343.05	343.05	053706
5/21/20	00121	5/01/20	05-BID-4	202005	320-53800-46200			FLORIDA TODAY	*	350.00	350.00	053707
5/21/20	00016	3/26/20	42003	202003	320-53800-47200			ANNUAL POOL PERMIT - FY20	*	225.00	225.00	053708
4/02/20	42018	202004	320-53800-47300					FLORIDA DEPARTMENT OF HEALTH	*	7,750.00	7,750.00	-
4/02/20	42039	202004	320-53800-47000					LANDSCAPE MAINT - APR20	*	150.00	150.00	-
								SPRAYING VEGETATION	*			-

BAYT --BAYTREE-- MEYINGTON

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/04/20	42179	202005	320-53800-47300							*	7,750.00	
			LANDSCAPE MAINT - MAY20									
5/11/20	42215	202005	320-53800-47400							*	450.00	
			REPAIR-COMMON AREA MAIN									
5/11/20	42217	202005	320-53800-47400							*	450.00	
			REPAIR ON TIMER #2									
TROPIC-CARE OF FLORIDA, INC.											16,775.00	053709
TOTAL FOR BANK A											203,143.47	
TOTAL FOR REGISTER											203,143.47	

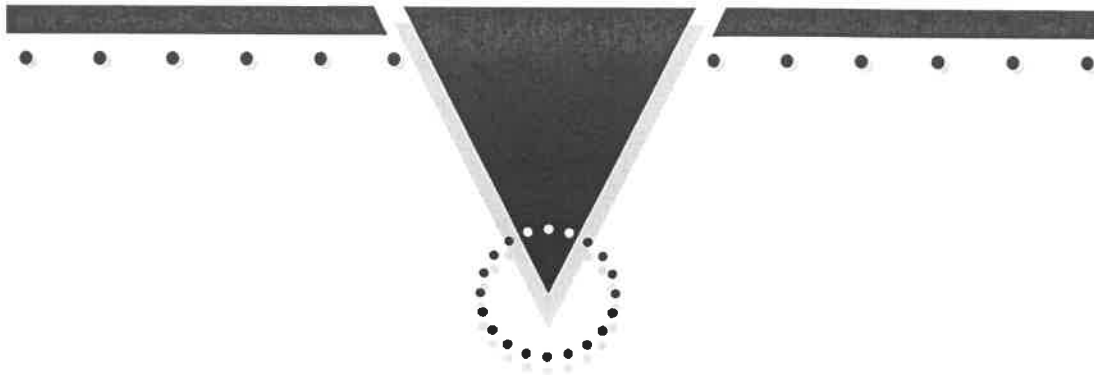
BAYT --BAYTREE-- MBYINGTON

AP300R  
 \*\*\* CHECK DATES 04/29/2020 - 05/27/2020 \*\*\*  
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/27/20 PAGE 1

BAYTREE CAPITAL PROJECTS				BANK B BAYTREE CDD-RESERVE			
CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
5/13/20	00032	4/27/20	369 202004 600-53800-46200 SIDEWALK REPAIR		*	7,300.00	
GOVERNMENTAL MANAGEMENT SERVICES						7,300.00	000103
TOTAL FOR BANK B						7,300.00	
TOTAL FOR REGISTER						7,300.00	

BAYT --BAYTREE-- MBYINGTON

## SECTION B



# Baytree

## Community Development District

Unaudited Financial Reporting  
April 30, 2020



# Table of Contents

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

**Baytree**  
Community Development District  
**Combined Balance Sheet**  
**April 30, 2020**

	General Fund	Capital Projects Fund	Totals (Memorandum Only) FY20
<b><u>Assets:</u></b>			
<b><u>Cash:</u></b>			
Wells Fargo	\$328,171	---	\$328,171
SunTrust - Capital Reserves	---	\$62,971	\$62,971
SunTrust - Pavement Management	---	\$278,763	\$278,763
Regions - Community Beautification	---	\$21,511	\$21,511
<b><u>Investments:</u></b>			
Custody	\$1,030	---	\$1,030
Prepaid Expenses	\$15	---	\$15
<b>Total Assets</b>	<u>\$329,215</u>	<u>\$363,245</u>	<u>\$692,460</u>
<b><u>Liabilities:</u></b>			
Accounts Payable	\$16,681	\$15,877	\$32,558
<b><u>Fund Balances:</u></b>			
Assigned	---	\$55,671	\$55,671
Assigned	---	\$278,763	\$278,763
Assigned	---	\$12,934	\$12,934
Unassigned	\$312,534	---	\$312,534
<b>Total Liabilities and Fund Equity &amp; Other Credits</b>	<u>\$329,215</u>	<u>\$363,245</u>	<u>\$692,460</u>

**Baytree**  
**Community Development District**  
**General Fund**  
Statement of Revenues & Expenditures  
For The Period Ending April 30, 2020

	Adopted Budget	Prorated Budget Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments	\$853,142	\$853,142	\$815,917	(\$37,225)
Interest Income	\$0	\$0	\$1	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$40,223	\$20,112	\$10,646	(\$9,466)
Miscellaneous Income	\$8,000	\$4,667	\$2,873	(\$1,794)
<b>Total Revenues</b>	<b>\$901,365</b>	<b>\$877,920</b>	<b>\$829,437</b>	<b>(\$48,484)</b>

**Expenditures:**

**Administrative**

Supervisor Fees	\$8,000	\$4,667	\$2,600	\$2,067
FICA Expense	\$612	\$357	\$199	\$158
Engineering	\$25,000	\$25,000	\$32,353	(\$7,353)
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$10,354	\$12,555	(\$2,201)
Annual Audit	\$3,400	\$0	\$0	\$0
Management Fees	\$40,938	\$23,881	\$23,881	\$0
Information Technology	\$5,300	\$3,092	\$933	\$2,158
Telephone	\$150	\$88	\$0	\$88
Postage	\$1,500	\$875	\$633	\$242
Insurance	\$13,970	\$13,970	\$13,665	\$305
Tax Collector Fee	\$13,980	\$0	\$0	\$0
Printing & Binding	\$1,700	\$992	\$470	\$521
Legal Advertising	\$1,200	\$700	\$1,110	(\$410)
Other Current Charges	\$1,700	\$992	\$437	\$555
Office Supplies	\$200	\$117	\$74	\$43
Property Taxes	\$250	\$250	\$248	\$2
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>Total Administrative</b>	<b>\$143,559</b>	<b>\$93,242</b>	<b>\$97,068</b>	<b>(\$3,826)</b>

**Baytree**  
**Community Development District**  
**General Fund**  
Statement of Revenues & Expenditures  
For The Period Ending April 30, 2020

	Adopted Budget	Prorated Budget Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Operation and Maintenance</u></b>				
Security Contract	\$172,306	\$100,512	\$98,773	\$1,739
Security - Speed Control	\$5,000	\$2,917	\$0	\$2,917
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$10,000	\$5,833	\$5,366	\$467
Telephone/Internet - Gate House/Pool	\$11,000	\$6,417	\$7,833	(\$1,417)
Transponders	\$4,500	\$4,500	\$5,030	(\$530)
Field Management Fees	\$27,849	\$16,245	\$16,245	\$0
Electric	\$55,000	\$32,083	\$28,456	\$3,627
Water & Sewer	\$10,460	\$6,102	\$6,212	(\$111)
Gas	\$7,800	\$4,550	\$5,306	(\$756)
Maintenance - Lakes	\$32,600	\$19,017	\$19,370	(\$353)
Maintenance - Landscape Contract	\$94,536	\$55,146	\$55,384	(\$238)
Maintenance - Additional Landscape	\$15,000	\$8,750	\$8,675	\$75
Maintenance - Pool	\$17,000	\$9,917	\$15,394	(\$5,477)
Maintenance - Irrigation	\$11,000	\$6,417	\$4,119	\$2,298
Maintenance - Lighting	\$15,000	\$8,750	\$760	\$7,990
Maintenance - Monuments	\$6,000	\$3,500	\$0	\$3,500
Maintenance - Fountain	\$700	\$408	\$387	\$21
Maintenance - Other Field (R&M General)	\$6,000	\$3,500	\$1,327	\$2,173
Maintenance - Tennis Court Area	\$0	\$0	\$230	(\$230)
Maintenance - Recreation	\$1,500	\$875	\$0	\$875
Holiday Landscape Lighting	\$10,000	\$10,000	\$9,098	\$902
Operating Supplies	\$750	\$438	\$597	(\$160)
Sidewalk/Curb Cleaning	\$11,000	\$6,417	\$1,950	\$4,467
Miscellaneous	\$1,000	\$583	\$592	(\$9)
<b>Total Operation and Maintenance</b>	<b>\$527,201</b>	<b>\$314,076</b>	<b>\$292,207</b>	<b>\$21,869</b>
<b><u>Reserves</u></b>				
Transfer Out - Capital Projects - Paving Baytree	\$71,783	\$71,783	\$71,783	\$0
Transfer Out - Capital Projects - Paving IOB Funds	\$23,453	\$23,453	\$23,453	\$0
Transfer Out - Reserves	\$68,901	\$68,901	\$68,901	\$0
Transfer Out - Community Beautification Fund	\$45,265	\$45,265	\$45,265	\$0
Transfer Out - Rebalance First Quarter Operating	\$21,203	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$230,605</b>	<b>\$209,402</b>	<b>\$209,402</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$901,365</b>		<b>\$598,677</b>	
<b>Excess Revenues (Expenditures)</b>	<b>(\$0)</b>		<b>\$230,760</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$81,774</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$312,534</b>	

**Baytree**  
**Community Development District**  
**Capital Reserves Fund**  
Summary of Revenues & Expenditures  
For The Period Ending April 30, 2020

	Adopted Budget	Prorated Budget Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$68,901	\$68,901	\$68,901	\$0
Paving Contributions	\$0	\$0	\$28,000	(\$28,000)
Interest Income	\$100	\$58	\$12	(\$46)
<b>Total Revenues</b>	<b>\$69,001</b>	<b>\$68,959</b>	<b>\$96,913</b>	<b>(\$28,046)</b>
<b><u>Expenditures:</u></b>				
Lake Bank Restoration	\$30,000	\$17,500	\$0	\$17,500
Sidewalk/Gutter Repair	\$13,500	\$7,875	\$13,462	(\$5,587)
Drainage Maintenance	\$6,500	\$3,792	\$1,275	\$2,517
Curb - Tree Trimming/Replacements	\$6,500	\$3,792	\$3,950	(\$158)
Playground Replacement	\$21,400	\$12,483	\$9,629	\$2,854
Landscaping	\$0	\$0	\$7,800	(\$7,800)
Landscape Lighting	\$0	\$0	\$4,532	(\$4,532)
Pool Refurbishing	\$0	\$0	\$21,693	(\$21,693)
Pool Heater Replacement	\$4,200	\$4,200	\$3,928	\$272
Pavilion Parking	\$0	\$0	\$43,899	(\$43,899)
Bank Fees	\$0	\$0	\$60	(\$60)
<b>Total Expenditures</b>	<b>\$82,100</b>	<b>\$49,642</b>	<b>\$110,228</b>	<b>(\$60,586)</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$13,099)</b>		<b>(\$13,315)</b>	
<b>Fund Balance - Beginning</b>	<b>\$13,268</b>		<b>\$68,986</b>	
<b>Fund Balance - Ending</b>	<b>\$169</b>		<b>\$55,671</b>	

**Baytree**  
**Community Development District**  
**Pavement Management Fund**  
Summary of Revenues & Expenditures  
For The Period Ending April 30, 2020

	Adopted Budget	Prorated Budget Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Revenues:</u></b>				
Transfer In - Baytree	\$71,783	\$71,783	\$71,783	\$0
Transfer In - IOB	\$23,453	\$23,453	\$23,453	\$0
Interest Income	\$75	\$44	\$52	\$9
<b>Total Revenues</b>	<b>\$95,312</b>	<b>\$95,280</b>	<b>\$95,288</b>	<b>\$9</b>
<b><u>Expenditures:</u></b>				
Roadway Paving	\$0	\$0	\$39,165	(\$39,165)
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,165</b>	<b>(\$39,165)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$95,312</b>		<b>\$56,123</b>	
<b>Fund Balance - Beginning</b>	<b>\$222,635</b>		<b>\$222,640</b>	
<b>Fund Balance - Ending</b>	<b>\$317,947</b>		<b>\$278,763</b>	

**Baytree**  
**Community Development District**  
**Community Beautification**  
Summary of Revenues & Expenditures  
For The Period Ending April 30, 2020

	Adopted Budget	Prorated Budget Thru 04/30/20	Actual Thru 04/30/20	Variance
<b><u>Revenues:</u></b>				
Transfer In	\$45,265	\$45,265	\$45,265	\$0
<b>Total Revenues</b>	<b>\$45,265</b>	<b>\$45,265</b>	<b>\$45,265</b>	<b>\$0</b>
<b><u>Expenditures:</u></b>				
Bank Fees	\$150	\$150	\$150	\$0
Beautification Projects	\$45,000	\$26,250	\$33,900	(\$7,650)
Contingency	\$0	\$0	\$175	(\$175)
<b>Total Expenditures</b>	<b>\$45,150</b>	<b>\$26,400</b>	<b>\$34,225</b>	<b>(\$7,825)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$115</b>		<b>\$11,040</b>	
<b>Fund Balance - Beginning</b>	<b>\$1,281</b>		<b>\$1,894</b>	
<b>Fund Balance - Ending</b>	<b>\$1,396</b>		<b>\$12,934</b>	

# Baytree Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$0	\$468,942	\$284,500	\$20,597	\$25,760	\$5,467	\$10,652	\$0	\$0	\$0	\$0	\$0	\$815,917
Interest Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$10,646	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,646
Miscellaneous Income	\$440	\$540	\$310	\$304	\$740	\$300	\$240	\$0	\$0	\$0	\$0	\$0	\$2,873
<b>Total Revenues</b>	<b>\$440</b>	<b>\$469,482</b>	<b>\$284,809</b>	<b>\$20,901</b>	<b>\$37,146</b>	<b>\$5,767</b>	<b>\$10,892</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$829,437</b>
<b>Expenditures:</b>													
<b>Administrative</b>													
Supervisor Fees	\$800	\$0	\$800	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
FICA Expense	\$61	\$0	\$61	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199
Engineering	\$5,458	\$9,058	\$4,684	\$9,298	\$3,219	\$638	\$0	\$0	\$0	\$0	\$0	\$0	\$32,353
Attorney Fees	\$4,343	\$900	\$2,610	\$1,080	\$2,160	\$1,463	\$0	\$0	\$0	\$0	\$0	\$0	\$12,555
Assessment Administration	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$0	\$0	\$0	\$0	\$0	\$23,881
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$933
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$9	\$264	\$32	\$179	\$0	\$9	\$140	\$0	\$0	\$0	\$0	\$0	\$633
Insurance	\$13,665	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,665
Tax Collector Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing & Binding	\$148	\$54	\$103	\$90	\$0	\$34	\$41	\$0	\$0	\$0	\$0	\$0	\$470
Legal Advertising	\$0	\$171	\$0	\$0	\$0	\$596	\$343	\$0	\$0	\$0	\$0	\$0	\$1,110
Other Current Charges	\$65	\$51	\$111	\$50	\$50	\$63	\$47	\$0	\$0	\$0	\$0	\$0	\$437
Office Supplies	\$23	\$1	\$23	\$25	\$0	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$74
Property Taxes	\$0	\$248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$248
Property Appraiser	\$234	\$0	\$0	\$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
<b>Total Administrative</b>	<b>\$36,025</b>	<b>\$14,292</b>	<b>\$11,969</b>	<b>\$14,268</b>	<b>\$10,049</b>	<b>\$6,347</b>	<b>\$4,116</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,068</b>

# Baytree Community Development District

Field:	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Security Contract	\$13,203	\$13,076	\$17,021	\$13,057	\$13,057	\$16,302	\$13,057	\$0	\$0	\$0	\$0	\$0	\$98,773
Security - Speed Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gate Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100
Maintenance - Gate House	\$1,721	\$50	\$443	\$60	\$871	\$646	\$1,574	\$0	\$0	\$0	\$0	\$0	\$7,366
Telephone/Internet - Gate House/Pool	\$783	\$813	\$1,216	\$1,224	\$1,218	\$1,220	\$1,359	\$0	\$0	\$0	\$0	\$0	\$7,833
Transponders	\$0	\$5,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,080
Field Management Fees	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$0	\$0	\$0	\$0	\$0	\$16,245
Electric	\$4,047	\$3,959	\$3,830	\$4,694	\$3,941	\$4,008	\$3,978	\$0	\$0	\$0	\$0	\$0	\$28,456
Water & Sewer	\$931	\$731	\$473	\$1,273	\$1,180	\$675	\$949	\$0	\$0	\$0	\$0	\$0	\$6,212
Gas	\$35	\$36	\$1,054	\$1,181	\$1,446	\$1,086	\$467	\$0	\$0	\$0	\$0	\$0	\$6,212
Maintenance - Lakes	\$2,540	\$3,020	\$2,540	\$3,020	\$2,540	\$3,020	\$2,690	\$0	\$0	\$0	\$0	\$0	\$19,370
Maintenance - Landscape Contract	\$8,128	\$8,128	\$8,128	\$7,750	\$7,750	\$7,750	\$7,750	\$0	\$0	\$0	\$0	\$0	\$55,384
Maintenance - Additional Landscape	\$3,000	\$0	\$5,100	\$0	\$950	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$8,675
Maintenance - Pool	\$6,623	\$1,434	\$1,503	\$1,279	\$2,281	\$1,056	\$1,218	\$0	\$0	\$0	\$0	\$0	\$15,394
Maintenance - Irrigation	\$2,493	\$0	\$270	\$225	\$564	\$407	\$160	\$0	\$0	\$0	\$0	\$0	\$4,119
Maintenance - Lighting	\$0	\$0	\$0	\$428	\$0	\$332	\$0	\$0	\$0	\$0	\$0	\$0	\$760
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance - Fountain	\$0	\$37	\$175	\$0	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$387
Maintenance - Other Field (R&M General)	\$174	\$89	\$89	\$157	\$729	\$89	\$0	\$0	\$0	\$0	\$0	\$0	\$1,327
Maintenance - Tennis Court Area	\$0	\$0	\$20	\$210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230
Maintenance - Recreation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Landscape Lighting	\$0	\$0	\$9,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,098
Operating Supplies	\$0	\$66	\$6	\$100	\$44	\$77	\$304	\$0	\$0	\$0	\$0	\$0	\$597
Sidewalk/Curb Cleaning	\$0	\$1,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,950
Miscellaneous	\$0	\$42	\$0	\$0	\$0	\$550	\$0	\$0	\$0	\$0	\$0	\$0	\$592
<b>Total Field</b>	<b>\$45,999</b>	<b>\$40,784</b>	<b>\$53,287</b>	<b>\$36,978</b>	<b>\$38,292</b>	<b>\$41,039</b>	<b>\$35,877</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$292,207</b>
<b>Reserves:</b>													
Transfer Out - Capital Projects - Paving Baytree	\$0	\$0	\$0	\$0	\$0	\$0	\$71,783	\$0	\$0	\$0	\$0	\$0	\$71,783
Transfer Out - Capital Projects - Paving Job Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$23,453	\$0	\$0	\$0	\$0	\$0	\$23,453
Transfer Out - Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$68,901	\$0	\$0	\$0	\$0	\$0	\$68,901
Transfer Out - Community Beautification Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$45,265	\$0	\$0	\$0	\$0	\$0	\$45,265
<b>Total Reserves</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$209,402</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$209,402</b>
<b>Total Expenditures</b>	<b>\$82,025</b>	<b>\$55,077</b>	<b>\$65,256</b>	<b>\$51,246</b>	<b>\$48,341</b>	<b>\$47,386</b>	<b>\$249,345</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$598,677</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$81,585)</b>	<b>\$414,405</b>	<b>\$219,553</b>	<b>(\$30,345)</b>	<b>(\$11,196)</b>	<b>(\$41,619)</b>	<b>(\$238,453)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$230,760</b>

