

*Baytree Community
Development District*

Agenda

October 7, 2020

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

September 30, 2020

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, October 7, 2020 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.** The call-in information for the meeting is as follows:

Number(s): 1-888-394-8197 or 1-719-457-6443

Participant Passcode: 499110

Following is the advance agenda for the meeting:

1. Roll Call
2. Community Updates
 - A. Security
 - B. BCA
3. Approval of Minutes of the August 5, 2020 Meeting
4. New Business
 - A. Lake Bank Restoration
 - i. Consideration of First Amendment to Small Project Agreement with American Shoreline Restoration Regarding Fiscal Year 2020 Lake Bank Restoration
 - ii. Consideration of Work Authorization 2021-1 for Lake Bank Restoration
 - B. Ratification of Water Aerobics Class Schedule
 - C. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2020
 - D. Discussion Items
 - i. Suntree Lake Bank
 - ii. Resident Welcome Letter
5. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 1. Discussion of Golf Course Letter of Understanding
 - ii. Engineer
 1. Discussion of Engineer's Memo
 - 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 August 5, 2020 meeting. The minutes are enclosed for your review.

The fourth order of business is the discussion of new business items. Section A are the lake bank restoration items. Sub-Section 1 includes the amendment with American Shoreline Restoration for your review. Sub-Section 2 includes work authorization 2021-1 from Dewberry for your review. Section B is the ratification of the water aerobics class schedule. A copy of the updated schedule is enclosed for your review. Section C is the consideration of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2020. A copy of the agreement is enclosed for your review. Section D are the discussion items. The proposal from Tropic-Care for the Suntree lake bank is enclosed under Sub-Section 1 for your review.

The fifth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items enclosed for your review. Section 1 of Staff Reports is the Attorney's Report. Sub-Section 1 is the discussion of the Golf Course letter of understanding enclosed for your review. Section 2 of Staff Reports is the Engineer's Report. Sub-Section 1 is the discussion of the Engineer's memo. The memo is enclosed for your review. Section 3 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that is enclosed for your review.


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
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, August 5, 2020 at 12:00 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Melvin Mills	Chairman
Jerry Darby	Vice Chairman
Carol Witcher	Assistant Secretary
Richard Bosseler	Assistant Secretary
Richard Brown	Assistant Secretary

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Peter Armans	District Engineer
William Viasalyers	Field Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 12:00 p.m., called the roll, and the Pledge of Allegiance was recited. All Supervisors were present.

SECOND ORDER OF BUSINESS

Community Updates

A. Security

i. Security Officer Salary & Uniforms

Mr. Mills: Is anybody here from security?

Mr. Showe: I don't see anyone, but at the workshop we were asked to discuss two items; one to look at a potential raise for one of the guards and the other was the uniform for summer. In your agenda package is a picture of what that summer uniform would look like. If you are okay with that we could go ahead and authorize the polos.

Mr. Darby: The only clarification, Jason, is that it is not a summer uniform. It does not include seasonal uniforms. They didn't give me a good reason why they would. I think the polos are nice, it gives a less stiff appearance.

Ms. Witcher: If it makes them more comfortable.

Mr. Mills: With the heat, it is so ridiculously hot.

Mr. Showe: If you are okay, we can communicate with them to see if they can make the switchover, if there is no opposition.

Mr. Darby: Okay.

Mr. Brown: Did you hear anything on the wage increase?

Mr. Showe: I put a little summary together that I handed out. I know Jerry had a conversation with them. They provided two different options. Their standard rate right now is \$19.43. Option A would increase Matt's salary to \$17.50, which would cost the District an extra \$7,000. Option B would increase Matt's salary to \$20 an hour, which would cost the District about \$16,000. So those options are there for you. It's up to the Board if you choose to do that or not. Obviously, given that our budget is a little tight, we have look at cutting expenses in other places, should the Board approve that, but that's up to the Board's discretion.

Mr. Darby: For what it's worth, my personal preference would be to increase Matt's salary to \$17.50 initially and then perhaps look at raising it \$20.

Mr. Bosseler: That goes in line with what we talked about at the workshop.

Mr. Mills: What do they charge us per hour now?

Mr. Showe: The current rate is \$19.43. Option A is \$17.50 and Option B would increase Matt's salary to \$20.26.

Mr. Darby: I would go with Option A, because I think Matt is definitely doing his job.

Mr. Brown: I agree.

Mr. Darby: Granted this is going to affect our budget by, what, \$7,000?

Mr. Showe: Correct.

Mr. Darby: I'm sure we can find some line item someplace to offset it.

Mr. Showe: We can balance it out.

Mr. Mills: Do you want to make a motion?

Mr. Showe: I don't think we need to make a motion. We are going to talk later about all of the different contracts we have and what the Board is going to do with that. So, if you are comfortable, we can wait until then.

Mr. Mills: Okay.

Mr. Showe: Is there anything else for security?

Mr. Mills: Yes. I was going to ask this question and Mike can probably give us some legal advice on this. I talked to Matt about what is going on in the country today or I should say world and asked him if they provide armed guards or if they are allowed to have armed guards. He said that they have some armed guards at various locations. I'm just bringing it up for discussion. I'm not making any recommendation. Do we want to put that in the back of our minds and think about this? I don't think we are going to have that hostility here.

Mr. Bosseler: I have no problem with putting it in the back of our minds. I just think they should do it if we are paying them more than \$20 an hour.

Mr. Pawelczyk: I know and Jason will tell you the same thing, but there is a significant increase in their hourly rate.

Mr. Showe: They have to carry a separate license.

Mr. Pawelczyk: There is an additional cost to the employer with insurance. I'm not trying to dissuade you from doing it, but there is a significant cost increase to have an armed guard. Some of my Dade Districts considered that.

Mr. Mills: Good advice.

Mr. Pawelczyk: But they did look at it. From a liability standpoint, liability then shifts to the vendor, the contractor, since it's their employee, as long as we are not directing them, which we don't. They have to act in accordance with the contract and they indemnify us. If we were to do that, I probably recommend that you increase the insurance requirement, which would probably increase the cost of the contract. It's really a cost factor.

Mr. Mills: Okay. I just thought I would bring it up.

Mr. Darby: Jason, do we want to talk about the guard shack improvements that we talked about at the last meeting at this time?

Mr. Showe: Yes.

Mr. Darby: That is replacing the floor, ramp and blower for the A/C, replace the back doors and shutters.

Mr. Viasalyers: Yes. We are trying to get some better pricing.

Mr. Mills: That guardhouse has been there ever since the community was developed and never had a problem with any of the hurricanes we had, but if we are going to replace the doors, we might want to look at high impact glass doors. Did you get a price on that?

Mr. Viasalyers: No. We are still waiting for prices.

Mr. Mills: Okay.

Ms. Witcher: I know they leave when it's bad.

Mr. Mills: Is there anything else on security? Hearing none,

B. BCA

Mr. Mills: Does anybody want to give a report on the BCA? I know it's not on the agenda. Joanne do you want to give us an update on your community?

Ms. Joanne Wagner (IOB): We are doing okay. We opened up our exercise room last week and replaced all of our access cards. The vendor did an excellent job. So now we can actually monitor everything from my house. If people don't pay their fees after 60 days, we are going deactivate their cards, so we can see who is going in and out. I had somebody that actually went in three times to steal some of our weights that we just bought that were really expensive. I was actually able to see who was in there when they went missing. We called that person and they returned them. So, it is a very lucrative thing that we did. Our pool gate is being worked on. The vendor is working with us very well to fix the fence. They paved the sidewalk. So, we are working on that at this time.

Mr. Mills: Good. Thank you very much.

Mr. Bosseler: Joanne, I saw in Kingswood, three rescue fire trucks. Was everything okay?

Ms. Wagner: There was a lady on my street whose mother is living with her and she is not doing well. I did have another person that passed away two weeks ago suddenly. We had one that died from COVID-19, but he moved out six months ago.

Mr. Mills: Are there any other questions for Joanne?

Ms. Witcher: I do. At the workshop, they were talking about that realtors were not telling homeowners correct information. Maybe they can put a note up near the facility.

Mr. Mills: If you recall, at our workshop, we discussed the fact that you shared with me that relators were mentioning that owners get the privilege of using the swimming pool and tennis courts, which in fact they do not. Have you made note of that to anybody in your community?

Ms. Wagner: As soon as I see a "For Sale" sign, I usually call that realtor, because I look at the listings, but right now there is only one. I told you about the fact that I had two guys

playing on the tennis courts. They can go in and out as they please, but I told them that we are not paying for that tennis court.

Mr. Darby: Once we have access control on the tennis court and we already have it on the pool, that should stop anybody that is a non-resident from coming in.

Ms. Witcher: Will we have access cards?

Mr. Darby: Yes.

Ms. Witcher: That's great. That will stop that. I will keep on top of that. I noticed the big Magnolia.

Mr. Brown: It's beautiful.

Mr. Mills: It's gorgeous. Good work, Artie, with the landscaping. Let's move on.

Mr. Bosseler: We have Mike here from the BCA.

Mr. Mills: Mike, do you have anything for the BCA.

Mr. Mike Sherbin (Windsor): No, I don't.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 3, 2020 Meeting

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Minutes of the June 3, 2020 Meeting as presented were approved.

FOURTH ORDER OF BUSINESS

New Business

A. Consideration of Proposal for Suntree Bank Landscaping

Mr. Mills: We discussed this at the workshop. Was there any further discussion?

Mr. Darby: We talked about Philodendrons and Wax Myrtles, did we not?

Mr. Mills: It's in there.

Mr. Bosseler: All I saw were the Wax Myrtles.

Mr. Mills: That's all I saw.

Ms. Witcher: We voted not to do anything and then you voted last time to just let it grow out. Now what do you plan on doing?

Mr. Mills: I know, but there is \$5,200 for adding Philodendrons.

Ms. Witcher: That's what I thought.

Mr. Bosseler: Mel came up with another proposal.

Mr. Mills: There are four residents on Bradwick Way that are up in arms. I called Todd, the General Manager of Suntree.

Mr. Pawelczyk: Mel, we just received that proposal today.

Mr. Darby: Jason, is this \$5,200 in addition to the \$4,400?

Mr. Mills: No, no, no, no. It's the total.

Mr. Showe: It's for 130 Wax Myrtles and 130 Philodendrons. I could see it as I was driving over.

Mr. Mills: It's \$5,200.

Mr. Showe: Just for the Board's information, what we discussed at the workshop was to send a letter to those residents. We drafted one and they thought it was too mean, so we re-drafted it. We are just waiting on confirmation from the HOA that they would sign that letter. It's very much in line with the letter you drafted a couple of years ago, Mike, when we first talked about it. We used it as a start.

Mr. Darby: So, Jason, the process will be to send a letter first and then do the planting?

Mr. Showe: We definitely want that letter to go out at least two weeks before the plants actually go in. So, if the Board approves the \$5,200, then we would coordinate. I'll follow up and see where they are at, send the letter that we are approving and then we will coordinate the installation.

Mr. Darby: Just one point of clarification. The last quote had a balance of \$1,200 for watering.

Mr. Mills: That is if it's needed. If we are going to get it done, we need to do it now.

Mr. Darby: I understand. I'm just wondering if the motion to approve this should include that.

Mr. Brown: Where is the money coming from?

Mr. Mills: My budget.

Ms. Witcher: I thought we were trying to save some money on the security guards.

Mr. Brown: Do we have enough with everything else going on?

Mr. Mills: Yes.

Mr. Darby: What was the question?

Ms. Witcher: You wanted to spend \$5,200 for the plantings and we were just trying to save some money so we could give the guys a raise in security. We already voted that we were not doing this.

Mr. Mills: The \$5,200 comes out of my landscape budget.

Ms. Witcher: But still, we voted not to do this. We have been messing around with this for three or four years. Finally, the residents said, "Do something now and get it over with one way or the other." We voted no and now you are coming back and saying, "We are going to do something again."

Mr. Mills: We didn't say that we were going to do something. We brought it back up to the Board to consider it. I met with those people that were there and they have a legitimate gripe.

Ms. Witcher: What are they griping about? They can see their homes.

Mr. Mills: Carolyn, let's be calm. Let's not get into an argument, please.

Mr. Bosseler: They want some answers.

Mr. Mills: Yes.

Mr. Bosseler: We can't go there every week and tell them to remove the landscaping. That's not their right. That's how we got back into this direction of letting both sides know that we are taking action and we are going to follow up on it.

Mr. Mills: Basically, a fence to delineate our property from their property.

Mr. Darby: I think you have to keep it in context. The last time we discussed this, the cost of doing this was approaching \$50,000.

Mr. Brown: Right.

Mr. Darby: Now we are talking about one-tenth of that cost.

Mr. Mills: Yes.

Mr. Brown: If we decide to do this, what about memorializing that this is the last time we do something, because that was also discussed?

Mr. Showe: The problem is you can't make future Boards make different decisions. You could say that the Board has a policy and this is what we are doing.

Mr. Brown: Can we put in something to the effect that given the history of this particular lake bank, this is the second or third time and we are going to be planting on our side.

Mr. Mills: The second time from the original time.

Mr. Brown: We need to put something in the minutes to reflect that the present Board feels strongly that this will be the last time that the CDD does this.

Mr. Showe: I think your comments will definitely be in the minutes and that might be something you want to include in the motion.

Mr. Darby: I propose that these plants either die on their own or destroyed by some outside agent, and the Board is not under any obligation to replace them, or something to that nature.

Ms. Witcher: Will that cover it, Mike?

Mr. Pawelczyk: Like Jason said, any future Board can do what they want. If four years from now, you have a totally new Board, that Board can come in and say, "We want to take all of the shrubbery and all of the plants."

Mr. Mills: Jason, do you want to give an overview of the letter so Carolyn knows?

Mr. Showe: Sure. We informed residents on the Suntree side that we are going to be planting on our property. We asked that they do not disturb any of it. It also indicates that the Board's direction was that the CDD was going to maintain it, but they also may not maintain it. So, they are not to maintain past our property. We just described the rights and responsibilities of each party.

Ms. Witcher: Is that what you told each homeowner?

Mr. Showe: Yes, along that pond bank.

Mr. Miller: Silver Lakes and Crystal Lake.

Mr. Showe: We will send it to the owners. If there are two addresses, we can send one to the address that they want it to go to.

On MOTION by Mr. Darby seconded by Mr. Brown with Mr. Mills, Mr. Bosseler, Mr. Darby and Mr. Brown in favor and Ms. Witcher dissenting, the proposal from Tropic-Care of Florida to install 130 Wax Myrtles and 130 Philodendrons in the amount of \$5,200, with the stipulation that if the plant material did not grow, the Board would not be obligated to replace them in the future was approved.

B. Review and Acceptance of Fiscal Year 2019 Audit Report

Mr. Showe: The Management Letter on Page 29 reflects each of the things that the auditor is required to check per Florida Statutes. You will find that there were no prior year audit

findings. We were not in any financial emergency condition. This is a clean audit. Unless the Board has any specific questions, it would be our recommendation for the Board to accept the audit.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Fiscal Year 2019 Audit Report was accepted.

C. Public Hearing

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

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

i. Consideration of Resolution 2020-03 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

Mr. Showe: Resolution 2020-03 adopts the Fiscal Year 2021 budget. Pursuant to our earlier discussion on security, we will make changes on the operations and maintenance (O&M) side to accommodate that increase. There are some items that I think we can accommodate, such as *Electric*. We probably projected that a little high, as well as some of the *Irrigation*. So, we can cut that enough to cover that increase.

Mr. Mills: Jason, we have \$32,400 in the Kingswood Budget for streetlights. What else? Because there is a budget item for a pump on Kingswood Way. That is the irrigation for the entire community.

Mr. Showe: Correct.

Mr. Mills: Then you have the fountain and some lights in a different area. Is the Kingswood Budget for streetlights that amount of money?

Mr. Showe: That is the master meter for all of the streetlights in the entire community. That also covers the lease that we have with them.

Mr. Mills: Oh. Okay.

Mr. Showe: I think that one is a little high because we switched to LEDs and we had some lower usage on those lights. I think you can accommodate the \$6,000 increase there. There are a couple of line items that we can decrease to accommodate that increase in security.

Mr. Mills: For the residents' comfort level, it might be good to address that Kingswood line item encompasses all of the streetlights within the community.

Mr. Showe: Again, that is the streetlight lease for all of the streetlights in the community plus the electric for all of the streetlights.

Mr. Mills: I thought we were paying for all of Windsor's electric.

Mr. Darby: Jason, I noticed for *Reserves*, you transferred out the first quarter operating. It went down by about \$11,500 from previous budgets. Is \$29,363 going to be enough for the first quarter operating?

Mr. Showe: Yes. We calculate that based on 25% of the revenues. We actually can lower that a little bit because your revenues are reliable and most of them come in December or even early in December. So, we comfortable that is going to be enough to accommodate first quarter operating for next year. I will point out that the discussion we had for several years, was as we go through the workshop process, we can start looking at future CIPs and some type of assessment increase going forward. This budget is extremely tight, but I think the Board has done a lot of good work to make improvements to the community without increasing assessments.

Mr. Darby: Good. I want to talk about *Capital Projects*. For 2021, we are actually going to spend \$60,000 for lake bank restoration instead of \$30,000, but we didn't spend \$30,000 this year.

Mr. Showe: Correct. We calculated the \$30,000 this year as if it had been spent. So, it's one in the same. We could've made zero for this year and \$60,000 next year. It's the same.

Mr. Darby: At the bottom of the expenses, you have *Capital Outlay* of \$19,300 as the total projected within the year. What is that?

Mr. Showe: There were a couple of items that weren't specifically in there. I can get a breakdown of what that's made up of. I think part of that was the fence improvement that we did and what we did around the playground. There were also some other items that weren't specifically budgeted for capital projects. I can get you a breakdown.

Mr. Mills: That would be great. I would like that. Thanks.

Mr. Bosseler: You might note that our reserves were lower next year than this year.

Mr. Darby: In fact, we started the Capital Plan with \$35,000 less than the last submission, so some tax bills must have come in.

Mr. Bosseler: Yes.

Mr. Mills: *Landscape Lighting* will also be reduced this year.

Mr. Showe: Yes, that's one of those lines that I was talking about.

Mr. Mills: I know that you just estimated. It's better safe than sorry, but we pretty much have everything converted over to LEDs, do we not?

Mr. Viasalyers: For the most part. There are a few at the back gate.

Mr. Mills: Yes, there are some at the back gate. I think the ones on the Palms coming in by the guardhouse need to be replaced.

Mr. Viasalyers: I saw them. We might want to do both at the same time.

Mr. Mills: I think we would like to get the front finished and then we will go ahead and do the other one.

Mr. Brown: Jason, you and I had a brief conversation about this. Based on what I see on Page 14, the golf course is now paying us \$20,000. Is that their contribution?

Mr. Showe: They always paid 2.75% of whatever the overall assessments would be.

Mr. Brown: Is that reflected in some kind of a written agreement or is that by law?

Mr. Showe: When the bonds were first issued for this District, that's how the golf course was assessed for the infrastructure. So, we continue that methodology, because folks driving on the road see everything.

Mr. Brown: They drive over your property.

Mr. Showe: By utilizing carts.

Mr. Brown: Is there any way that we could have that increased?

Mr. Showe: You could. That would be a policy of the Board. We probably have to do something for next year's budget. You would have to send out a mailed notice because you would be increasing assessments.

Mr. Brown: Maybe that is something we can discuss at the next workshop.

Mr. Showe: Likely, if you are looking at an assessment, we are going to have to notice them anyway.

Mr. Brown: Okay.

Mr. Showe: Because it's O&M, you have a little more flexibility, but we do have to deal with and justify it that it is fair and equitable.

Mr. Mills: Looking at this from a rental prospective, 2.25% is probably a percentage that was used back when the bonds were issued. Currently, it would be like 3% or 4%. So, we might want to consider looking at that. I know the rents on my properties are 3% every year.

Mr. Pawelczyk: Well any assessment will require a Methodology Report prepared by your Manager that allocates the assessment based on benefit. Just so it's clear, you are not negotiating a percentage. Jason prepares the methodology and determines whether or not their benefits are the same.

Mr. Mills: I understand.

Mr. Pawelczyk: They would need to go through that process to allocate the cost based on the benefit.

Mr. Mills: At least we are going to be diligent. ‘

Mr. Pawelczyk: I agree. I think that's a worthwhile thing to do.

Mr. Darby: Jason, with respect to capital projects, at the workshop we talked about each Supervisor submitting their suggestion for the Five-Year Plan. Are we going to discuss those at this meeting or are we going to wait until the next workshop?

Mr. Mills: Wait until the next workshop.

Mr. Showe: I would say just discuss that at a workshop. I think the timing is great because you guys will have enough time to amend that line item. When we are ready to start that budget process, we should have a really good number in hand.

Mr. Darby: The same goes for recreation improvements that we talked about?

Mr. Showe: I believe so. We don't have a lot of room. Will got some preliminary numbers on some of those recreation improvements. We have to confirm those.

Mr. Mills: Okay. Anything else, Jason?

Mr. Showe: I don't think I have any other highlights. The budget is pretty much in line with what the Board has been before. I will note that based on the Board's discussion at a workshop, we don't anticipate any expenses from the *Pavement Management Fund* for the upcoming year. I will clarify that those are reserves, just like any other reserves, which are collected from the General Fund. For your general assessments, we just allocate those to the *Pavement Management Fund*. So those would be available when an emergency type situation occurs. You also have your first quarter operating. I feel comfortable that we will be able to get through next year without any financial challenges. Moving forward, it is something to look at.

Mr. Mills: The workshop discussion was about a line of credit. I talked to Seacoast Bank and they do charge a fee to have a line of credit; however, it depends on how much it would be based on the deposits in the bank. So, I just wanted to let the Board know that.

Mr. Brown: So, we have accounts with SunTrust now. Right?

Mr. Mills: No, Regions.

Mr. Showe: We have Regions and SunTrust. As part of the Board's direction, we did move everything from Wells Fargo. So, all of that has been done.

Mr. Brown: So why don't we approach SunTrust and see if they charge a fee.

Mr. Mills: We should.

Mr. Brown: If they don't, then if we want a line of credit that's where I would go.

Mr. Showe: We can check with them.

Mr. Mills: I think a line of credit is a good thing to have just in case an emergency arises, so we already have the funds. Do I hear a motion to approve the budget?

Mr. Showe: We need to open it up for any members of the public. It is a balanced budget and there is no assessment increase proposed for this year. Are there any questions or comments from the audience? Hearing none, we will bring it back to the Board for discussion or approval.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor Resolution 2020-03 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations was adopted.

ii. Consideration of Resolution 2020-04 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The second part of that budget process is the adoption of Resolution 2020-04, which imposes special assessments. Attached to this resolution is the budget the Board just adopted. We will make the change to security, if approved later in the meeting. In addition to that exhibit, there is the entire Assessment Roll for the entire community. I have it that if anyone would like to inspect it, but it's just an Excel spreadsheet listing all of the properties paying the \$1,800 assessment. That is the method we use to actually impose special assessments on the properties. Again, we can open it up for any discussion at this time.

Mr. Mills: If there is no discussion, do I hear a motion?

Mr. Showe: We need to open it up for any members of the audience who want to provide comment on that imposed assessment.

Mr. Bosseler: Just to be clear, that gives us the opportunity to issue a special assessment in the next 12 months.

Mr. Mills: No.

Mr. Bosseler: Then I missed it.

Mr. Pawelczyk: You approved a budget based on a certain amount of money. That budget is paid for through assessments by the homeowners through the O&M budget. Right?

Mr. Bosseler: Correct.

Mr. Pawelczyk: So, this resolution approves the assessment that this District is levying.

Mr. Bosseler: Okay.

Mr. Pawelczyk: It is not an additional assessment. It is basically reconfirming that assessments are levied.

Mr. Mills: That brings up a question I have. If for an example, we have a major hurricane and are wiped out, do we have the liberty to go back and special assess every resident to bring the community back?

Mr. Pawelczyk: You still have to go through the budget process. So, I think the answer to that is essentially no, the way you talked about it, but that doesn't prohibit the District from going out and getting the money. You can borrow it. If you can get a line of credit, great, but if not, we can borrow money and pledge future assessments.

Mr. Mills: I understand. Good.

Mr. Pawelczyk: There are enough powers that CDDs have to basically levy assessments to get to the next year.

Mr. Mills: Good. Mike?

Mr. Sherbin: It looks like we have 461 homeowners in this community, but \$1,800 falls far short in excess of what we have for revenues. What is the difference?

Mr. Showe: So, the revenue is actually what is called, *Net Revenue*. You as homeowners have the advantage to get a 4% discount if you pay your tax bill in November. As an example, for us to raise \$100, we have to assess \$106, which includes your 4% discount and the 2% this Board has to pay to the Tax Collector to collect those assessments. So, there is a discount factor that we have to factor in.

Mr. Sherbin: Thank you.

Mr. Showe: You're welcome.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor Resolution 2020-04 Imposing Special Assessments and Certifying an Assessment Roll was adopted.
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Mr. Showe: We need a motion to close the public hearing.

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

D. Approval of Fiscal Year 2021 Meeting Schedule

Mr. Showe: We included a meeting schedule. For the most part, you have regular meetings at 1:30 p.m., on the first Wednesday of the months listed. We also included some workshops. We also have workshops in November, December, March and July. Per the Board's request over the past few years, we scheduled the December meeting at 6:00 p.m. and the budget hearing at Noon on August 4th. Again, that is the preliminary meeting schedule. We can certainly take any changes or corrections or adjustments that the Board would like to see.

Mr. Darby:: Jason, I would like to request the June meeting be moved to Wednesday, June 9th.

Mr. Showe: I think that would be okay. Is the Board amenable?

Mr. Bosseler: I'm good.

Mr. Mills: Okay, that's fine. I would like to say that I was really pleased with the workshop. It gave us the opportunity to have an in-depth discussion. I think they are going to be very beneficial. Carolyn, I'm sorry you missed it.

Mr. Bosseler: Were you out of town?

Ms. Witcher: No, I was here. I have been in quarantine twice.

Mr. Showe: We need a motion to approve the meeting schedule as amended.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Fiscal Year 2021 meeting schedule as amended was approved.

E. Consideration of Annual Contracts

- i. Landscape Maintenance Agreement**
- ii. Aquatic Maintenance Agreement**
- iii. Security Services Agreement**

Mr. Showe: We don't have any of the contracts yet. We talked preliminarily with the vendors. We believe that landscaping and aquatics would be the same price, as well as the pool and watering contracts. If the Board is amenable, we can revise their contract for next year, starting October 1st, but we want to have some discussion before we approve the contracts.

Sometimes it is a little challenging when we ask your vendors in August, three months ahead of time, whether they want an increase. We kind of like to time those out a little closer, but based on conversations with the vendors, most of them are going to keep their prices the same for next year. We just want to have some discussion with the Board. If this Board is amenable, we can delegate authority to the Chairman to execute those agreements in accordance with the recommendations.

Mr. Mills: Does their year begin on October 1?

Mr. Showe: Correct.

Mr. Mills: That makes sense.

Mr. Art Breitner (Kingswood): Instead of asking them if they want an increase, why don't we ask them if they can keep the same price.

Mr. Showe: It is what we are seeing across the board in trends.

Mr. Breitner: It's something that we can do today, right?

Mr. Showe: That doesn't mean the Board has to approve it. I think the Board is satisfied with the level of service from our vendors. Typically, when you look at reductions in a contract, the one we might look at a reduction in landscaping, since they are no longer going to be maintaining the Suntree bank. There will be some possibility there, but if we can offset that service with a price, that is the way to approach it. It's something we can look at, especially for landscaping. I think the rest of our vendors are providing the same service. I know ECOR in particular kept their price the same for several years, even as chemical prices continued to increase. It's a bit of a challenge.

Mr. Bosseler: The process has been the same for several years.

Mr. Mills: Tropic-Care hasn't raised their price in three years. I think that was the last raise. I don't know if you guys noticed, but they really stepped up to the plate.

Mr. Showe: To clarify, the increase was because we had annuals, not because they increased their fee. We increased the service that they were performing.

Mr. Mills: I think it was \$350. Wasn't it?

Mr. Showe: Yes.

Mr. Mills: For all the annual plantings.

Mr. Bosseler: We had more than one.

Mr. Darby: I would be willing to give the Chair that authority as long as we can cap any potential increases. So, let's give him the authority, unless the contracts come in over 5%, with the exception of security, because we know that we are going to increase the price.

Mr. Mills: When we get final information and the final contract, we will get with each Board Member whose area of responsibility they fall into, just to let you know where we at, what we are doing, before the Chair executes it.

Mr. Showe: Is the Board still amenable with Option A for security?

Mr. Mills: Do we need a motion?

Mr. Showe: I think you can wrap that into the motion. I think Jerry just laid out the motion, which was for the Chairman to have authority unless the contracts come in over 5%, with the exception of security, which we would like to make \$20.26 for the standard hourly rate.

Mr. Mills: Is 5% going to be enough?

Mr. Darby: There should be no increase in cost.

Mr. Showe: We had preliminary discussions with him. I don't believe there is going to be any increase, but after the meeting, sometimes they get a little creative. If the Board is amenable, we will just draft the contracts to say, "Here is your contract. Sign it or not."

Mr. Darby: Okay.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor extending the agreements for landscape maintenance, aquatic maintenance, security services to \$20.26 per hour, pool and watering and authorization for the Chairman to execute the same, unless the contracts come in over 5% was approved.

F. Consideration of Resolution 2020-05 Ratifying Board Actions Taken During Meetings Held Via Media Communications Technology

Mr. Pawelczyk: As you know, the Governor issued a number of Executive Orders, allowing this Board and other local Governing Boards to meet virtually, meaning that forum could be present virtually. So that Executive Order is still in effect and valid through this month. I don't know if it's going to get extended beyond that. We will see. One thing that we recommended as your District Counsel for all of our Districts that held any virtual meetings, is now that you are back to an in-person quorum setting, we thought it was appropriate to ratify the actions taken during that virtual meeting. Even though the Governor had the Executive Order, we

still think it's a good exercise. It really didn't cost you much individually as a District, and since we spread this over our 150 Districts, we thought it was a good idea to make sure that any actions taken during the meeting were ratified. The meetings I am referring to are only those where you took action. It doesn't include the workshops. Those meetings were May 6 and June 8. All the resolution does is it acknowledges the Executive Orders and the authority granted to you pursuant to those Executive Order. It further ratifies any actions you took at the two meetings I mentioned. Unless there are any questions, a motion to adopt Resolution 2020-05 would be in order.

On MOTION by Mr. Bosseler seconded by Mr. Darby with all in favor Resolution 2020-05 Ratifying Board Actions Taken During Meetings Held Via Media Communications Technology was adopted.

Mr. Pawelczyk: Jason, just for the record, you might want to indicate for the record, why the phone line was kept open since we are just talking about it.

Mr. Showe: Sure. For the purpose of the Board and the audience, we keep the phone line open and publish with the agenda, a 1-800 number, so folks who did not feel comfortable attending in person, can call into the meeting.

Mr. Pawelczyk: I think it's on the website as well. Thank you.

G. Discussion Items

i. Playground/Swing Set/Dome Climber

Mr. Mills: Richard?

Mr. Bosseler: During the workshop, we talked about what we are going to do with the recreation area. Carolyn, I brought this item to the workshop.

Ms. Witcher: Okay.

Mr. Bosseler: The fire house playground that we looked at was \$50,000, plus about \$25,000 for installation and everything else that goes with it. Obviously, we don't have \$50,000, so I went back to the vendor and she told me about a couple of things that she had done in this area, Brevard County. So, we started looking a little closer and met down at the area, so she could measure it to see what it could handle. I brought up the swing set at the last meeting. I would like another swing back here with kiddie seats. It was brought up at the meeting that

maybe we could put something behind the pavilion. The cost to put this swing set in with the kiddie seats is \$3,200.

Mr. Brown: Now we are talking.

Mr. Bosseler: That includes the service, but it doesn't include upgrading. We have to drain the area because of drainage, etc. Having two grandkids, five and seven, every week, we have to find something for them to do. So, I take them to different parks. My wife takes them to different parks. There are a variety of thunder domes that we can purchase. This is a new attraction. It's no different. The kids really like it. They actually like it better than the old playground with the slides. This particular thunder dome is \$10,000, plus the ground cover or whatever we choose to put under it, which will probably be another \$1,000 at least. So, we are talking about a total of \$11,000 to replace the playground. I have been in favor all along of just having a swing set. Every kid loves swings. So that's my recommendation. It's open for discussion.

Mr. Mills: Richard, was any thought given to maybe adding a sliding board for the kids?

Mr. Bosseler: We probably could.

Mr. Darby: Are you talking about the slide to the swing set?

Mr. Bosseler: I have all of these add-ons. You can add just about anything.

Ms. Witcher: Can we add it as we go along? Could we add more money in the budget?

Mr. Bosseler: Yes, we could do that.

Ms. Witcher: We can have the baby swings and not have anything for the bigger kids to swing on.

Mr. Bosseler: I was trying to have large bigger kid swings and a baby one.

Ms. Witcher: At least one baby one.

Mr. Bosseler: I don't know who approves these things, but apparently that's not encouraged. They do not want to do stuff like that.

Ms. Witcher: There is also one now that came out that's something like this, but for handicapped kids.

Mr. Bosseler: There is another swing set, I will see if I can find it, for an adult swing with a child seat looking at the adult. So, you can have those too and both can be on the same swing. If you want to think about it, head over to Viera on the west side. They are all over the

community. Almost every park has the domes and swing set. We have some time. Has anybody asked about the playground?

Mr. Showe: No.

Mr. Bosseler: Carolyn, has anybody asked you about the playground?

Ms. Witcher: No.

Mr. Bosseler: We have the luxury of being in the heat of the summer and nobody is really interested. So, I think we should keep researching this, head out to take a look and take pictures.

Ms. Witcher: Have you seen that park on Murrell Road?

Mr. Darby: Yes.

Ms. Witcher: That's a nice one there.

Mr. Mills: William, see if you can get prices for me. You and I will meet with Wayne and come up with some figures to slope that down and make a level spot for playground equipment, because we have a drainage problem there.

Mr. Viasalyers: Yes. I was out there with the engineer. For the Board's information, the District's insurance company, Egis, recommends removing the sign from a safety and liability standpoint, based on their analysis. So, you need to make a decision on whether you want to leave that in there or not.

Mr. Mills: Are you talking about the sign as you enter the playground?

Mr. Viasalyers: Yes, because it's encouraging play there.

Mr. Mills: That might be a good idea.

Mr. Darby: That sign is in bad shape anyways.

Mr. Viasalyers: No, we replaced it.

Mr. Darby: That's right.

Mr. Mills: We can always put it back up or is it cemented in?

Mr. Viasalyers: No, it just has metal aluminum stakes that you beat into the ground.

Mr. Mills: Why don't we just take them down.

Ms. Witcher: Did you get any bicycle racks?

Mr. Viasalyers: No.

Ms. Witcher: I have some neighbors that go there every day to swim and they ride their bicycles there.

Mr. Showe: There are some folks who ride their bikes on the pool deck.

Mr. Viasalyers: I think we were looking at a few different locations.

Ms. Witcher: Maybe we should have some bike racks at the tennis courts.

Mr. Viasalyers: So, the direction is I will remove the sign.

Mr. Darby: Yes. Richard, I appreciate you doing this work. I think it's very interesting, but I would like to suggest having an overall strategy for the recreational area, before we decide on any one kind of facility, because we talked about putting grills there and got horseshoe pits, etc. So, I think maybe at the next workshop, we can make one of our goals, to devise an overall strategy for that area, even though they implemented it in phases so you don't trip all over yourself and tear up stuff that we just put in.

Mr. Brown: Good idea.

Mr. Mills: But we have to do something with that drainage there.

Mr. Darby: It has been that way for years and I'm not sure that we want to do it until you have a plan of what you want to put there.

Mr. Mills: The parking lot has caused a lot of runoff, so we definitely have to address this issue.

FIFTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: Most of these items have already been covered. As far as the gate pool system, that work is done. We received a lot of positive feedback from residents. We distributed a proposal for the same kind of system for the tennis courts, for two of the gates in the amount of \$7,175. That would integrate with the current key system, so folks wouldn't need new keys. That was something the Board wanted us to move forward with on October 1st.

Mr. Darby: That's correct.

Mr. Showe: We are happy that's around the same price. We will coordinate that work starting in October. The Kingswood Way drainage is complete and we are coordinating with the vendor for a final proposal. I sent out all of the information as far as what we were looking for. We are just waiting for final information. We just discussed the recreation area improvements. Will is getting more proposals for the gatehouse improvements. Mel, did you want to talk about the Beautification Fund?

Mr. Mills: We can. One of the things that is taking place now, is we have to finish the front coming in on the right-hand side and left-hand side at the gate. That has not been

completed, but hopefully, it will be completed soon. AT&T has a wire exposed. When they tore out the shrubbery, they were supposed to bury it. Has it been buried yet?

Mr. Viasalyers: Yes.

Mr. Mills: So now the landscaping can go in?

Mr. Viasalyers: Yes.

Mr. Mills: Perfect. If you noticed the back entrance, the sign is up, with the exception of the "BA." They broke the posts off because they are aluminum so they won't rust. They were soft. They broke them off when putting them in. The area right by the parking lot to the right is a trash can. If you look at all of the growth that's in that particular area, there are a bunch of Pepper trees that leaned over into the lake, which is our property. That is the process of being done for \$1,500 if he gets it done this week. If we waited and had him come back, it would be \$2,000. Apparently, he is in the area right now, so that is getting taken care of.

Mr. Darby: Is that the pavilion parking lot?

Mr. Mills: Yes, to the right.

Mr. Darby: The drainage goes from the parking lot.

Mr. Mills: Yes. I got a price on having stone put on the face of 10 monuments in Phase 1. I want the Board's approval because I have the money. I was shocked when they came back with a price of \$7,540 including the stone installation. I thought that would really dress up Phase 1 to be at least compatible with Phase 2. We had the green tiles taken off of the columns in the back and had glass put around them. To do that in the front will cost \$3,500. That should be in the process.

Mr. Brown: Does that include the letters too?

Mr. Mills: No, not the lettering. We need to get a price on raised lettering for all of the monuments, William.

Mr. Viasalyers: I have a rough amount, but I wanted to get a revised proposal.

Mr. Mills: By the way, William has been absolutely fantastic getting prices and getting things done.

Mr. Bosseler: William has done a great job. He is very responsive. I would like to talk to his boss about giving him a raise.

Mr. Viasalyers: I have to get a revised quote. It looks like we are looking at around \$8,000 to paint and install all new lettering, raised 9-inch lettering and adjust four columns that are separated.

Mr. Mills: So, all of the monuments are being repaired along with the lettering?

Mr. Viasalyers: Yes.

Ms. Witcher: What about those columns we put in five years ago?

Mr. Mills: They weren't put on correctly.

Ms. Witcher: Who did that work?

Mr. Mills: I don't remember who did that. Jason, do you recall?

Mr. Showe: I would have to go back.

Mr. Mills: It was when Maria was on the Board. It has been a long time. They didn't compact the ground good enough and they are pulling away from the monument.

Ms. Witcher: How about repairing it rather than replacing it, since we don't have the money to do it?

Mr. Viasalyers: It is \$2,200 to do all of them.

Ms. Witcher: As opposed to?

Mr. Mills: Doing nothing.

Mr. Brown: So, it's \$15,000.

Mr. Mills: We either fix them or we don't.

Ms. Witcher: Fix them.

Mr. Viasalyers: That's just the front.

Mr. Mills: It's the flat part that's getting stoned.

Mr. Darby: Just as a matter of clarification, are all of these expenses coming out of this year's beautification allocation?

Mr. Mills: Yes.

Mr. Darby: So, it doesn't affect 2021 at all.

Mr. Mills: Is that right, Jason?

Mr. Showe: I think it's a little tight for the rest of this year, especially with the proposal for the Suntree plants. Without that, I think you will be okay. With those Suntree plants, we may want to push some of those monuments into October.

Mr. Mills: That's fine.

Mr. Showe: I will look at your budget and figure out what you can do.

Mr. Mills: Yes. Give me bottom line numbers.

Mr. Viasalyers: The only item I would like to add, would be to convert the pickle ball courts. I spoke with the vendor. The only way you can do it is with permanent striping, which is about \$250 per court. In other to go back to the original pickleball court, you must resurface the entire court.

Mr. Bosseler: They can't paint them?

Mr. Viasalyers: Varsity Courts doesn't don't do it. They do permanent striping.

Mr. Showe: I think what we have seen typically, is that folks that play pickleball will use chalk. They can chalk the court themselves. I think we would be okay with that, if they remove it after use, because the tennis folks don't like having an extra line.

Ms. Witcher: How would they remove it?

Mr. Showe: If it's chalk, they could just wash it off. I haven't seen anybody playing pickleball.

Ms. Witcher: There's a whole group that plays.

Mr. Showe: It's certainly something that we can look at, if the Board is interested. I think Will's suggestion to stripe one court is probably the right one. I'm not recommending the strategy that Jerry was talking about. Maybe someday.

Mr. Bosseler: A rain like that would remove the chalk.

Mr. Showe: I think if the pickleball players brought their own tape and removed it, that would be an option as well.

Ms. Witcher: I didn't know if tape would leave a residue.

Mr. Darby: Not likely. Will, what is the status of the transponder upgrade? Has that been done?

Mr. Viasalyers: What was the issue?

Mr. Darby: I think we had some issues with the static IP.

Mr. Viasalyers: That's been completed.

Mr. Darby: Can we now track who comes in and at what frequency? To Rick's point, several meeting ago, if we see some transponders that haven't been activated in a while, we can take action on them. Right?

Mr. Viasalyers: Yes. We can have them removed.

Mr. Darby: Okay. Good. You talked about putting a speaker and microphone at the back gate. I know you have the speaker at the pool. Where do we stand on that project?

Mr. Viasalyers: I'm still waiting on feedback from the vendor. He is waiting to get some more information. This is for the fall.

Mr. Darby: Is it Modern Security?

Mr. Viasalyers: Yes, Modern Security.

Mr. Darby: I think Richard asked for a sign to be posted at the pool.

Mr. Viasalyers: I'm working on that. I haven't had an opportunity. I've been a little stretched with three hurricanes.

Mr. Darby: No problem. I just wanted to know where we stand.

Mr. Mills: Did you get the sign put up in the ladies restroom regarding sanitary napkins.

Mr. Viasalyers: That's on my list.

Mr. Mills: Okay.

Mr. Bosseler: We need signs for the tables to put the umbrellas down. Did you have an opportunity to look into the pool resurfacing?

Mr. Viasalyers: Yes. I'm going to address that in my Field Manager Report. They recommended using a metal product that will reduce the metal because we get our water from a cast iron pipe. They said that's fine. There's nothing wrong with it. It's just discoloration from the cast iron that introduces the water. So, the pool vendor is actually using an organic citrus product that takes several stages of treatments. They are going to do it free of charge over the next month or two.

Mr. Bosseler: Okay. Thank you.

Mr. Mills: Let me know if I can help you.

Mr. Bosseler: We have one more recommendation for a sign stating watering on this day, between this hour.

Mr. Viasalyers: Yes, we can do that.

Mr. Bosseler: You can put that right in the sleeve.

Mr. Viasalyers: On the gate?

Mr. Bosseler: Yes.

Mr. Viasalyers: I have the COVID information. We can put something on there. I was actually suggesting getting a bulletin board where we can post the permit and other updates. They are protected and enclosed and will keep people from taking it off of the gate.

Ms. Witcher: That is a good idea.

B. Additional Staff Reports

i. Attorney

1. Discussion of Golf Course Letter of Understanding

Mr. Pawelczyk: This is just an update. At the past meeting, which we held virtually, we talked about a golf course incident that occurred. One of the parcels out there, is a CDD owned parcel and the golf cart path happens to have been constructed on the parcel. Without spending too much of your money, we researched it and did not find any specific easement rights for the golf cart path on the property. There is a little bridge there as well.

Mr. Darby: Right.

Mr. Pawelczyk: That being said, the golf cart has been there since before you moved in. So, there is still a legal interest that the golf course has to the path. Without making too big of a deal about it, we prepared a License Agreement, which would grant the golf course the right to continue to use the property as long as they agree to maintain and be responsible for the path and fence. I don't blame them in this circumstance nor their counsel, but the golf course is hesitant to sign a License Agreement. License Agreements are essentially revokable by this Board. So, what we agreed to do and what his client agreed to do, is to sign off on a letter of agreement that basically says the same thing that would be in the License Agreement. It would be a recordable document, setting out the terms and the parameters. That's just an update. We are going to bring that back to you at the next meeting because it's not ready yet. One of the things that Jason wanted to make sure stayed in there, was that the golf course acknowledges that the parcel itself is owned by the CDD. The public technically has a right to access that parcel and utilize it for the purposes for which it is intended. I think it was intended as part of the stormwater project, essentially, because it's greenspace, but it happens to have a path on it. However, if someone from the public happens to be standing on the path, that's fine. It's a public area, but if they go onto golf course property, that's a different situation. So, while it has been like this forever and it's probably okay to just leave things as is, based on the incident that occurred, Jason and I recommended that we go forward with this letter of agreement that Bill signed off on. We are

going to bring that back to you. Hopefully, it will be signed off on by the golf course so you can look at it. We will circulate a draft of it to the Board when we circulate it to the golf course. So, if you have any individual comments, you can send them to me, but I doubt that you will have any. We are trying to keep it as simple as possible. For instance, keep it under two pages, just to hit the high points that they have to maintain it and are responsible for it. They will indemnify the District in the event there's an incident. So that's the update of the golf course letter of understanding.

Mr. Mills: The letter that you talked about, is almost like a Memorandum of Understanding?

Mr. Pawelczyk: Essentially yes. We are just going to put it in letter form. This is what I agreed on with their counsel. They are more than willing to come up with a solution that everybody thinks works.

Mr. Mills: Good. Thanks Mike.

2. Legislative Update

Mr. Pawelczyk: This is the legislative update, which my firm prepares every year. We monitor the legislation that comes in throughout the course of the legislative session. We try to report on it once these bills are passed and become effective. Many of them became effective on July 1st. I'm not going to go into much detail, except for maybe the first two. You can read them at your leisure. If you want a copy, you can look it up on the internet or send Jason and email. He has the PDF of all the documents, which is 40 pages long. The legislative update is on the agenda, which was posted on the website. This is really tailored to Special Districts, local government law, people who have served on Boards and competitive bidding affecting local governments. Those are the things that we typically look at when we monitor pending legislation. The first one is *Chapter 2020-077*. The interesting part here is, you will remember that we dealt with American with Disabilities Act (ADA) issues over the last two years. Now the legislature said, you don't have to attach the entirety of the agenda package on your website. We just had to post the agenda, itself. So, after GMS and every other District Manager figured out a way to do this, now they told us we don't have to post all of this stuff on the District's website. So, I don't know if they are going to continue to do that. Some managers have said, "We are going to continue to post the agenda package," but that's going to be up to GMS or direction

from you. I found that most of the members of the public don't look at the agenda package, and some Board Members don't look at their agenda package until they get to the meeting. The reason you post the agenda itself is, if I am reading the agenda as a member of the public and I want to see an item, I can email Jason and say, "Send me that item," and he will send it to me. So, I think that saves on a lot of hassle from them. That's the important part of that one. The next one is *Chapter 2020-154*, which deals with bidding thresholds. If the project is over \$300,000, we must competitively bid it. That means we can't just get a proposal. We have to advertise it and go through a bid process. That would also be for electrical work in excess of \$75,000. This law clarifies that when we are looking to calculate the project cost, that includes engineering, permitting, everything counts towards that \$300,000. I know that there has been a lot of interpretation with the prior statute to say, "Engineering costs aren't construction, so as long as my construction costs come in at \$299,000, I don't have to bid." Now this clarifies that it meets the entire project. That doesn't affect us too much here. We have probably completed one or two projects in 20 years that required us to bid it out, so we will adhere to that going forward. *Chapter 2020-149* talks about the E-Verify system, which is something that impacts the way Districts and small local governments like yourself do business. It will not be implemental until next year. City Attorneys don't know what they are going to do with this right now, because it requires all of our vendors to be part of the E-Verify system, which ensures that our landscape contractors are using people who were lawfully working within the US. We monitor that. Jason probably has more information to report on this. I think it went a little too far personally, but we will see. The last one that I want to mention is, *SB 7004* relating to public records. It deals with the public record exemption for taxpayer email addresses, where the email addresses are held by Tax Collectors for tax notice purposes. Basically, there's an exception that the Property Appraiser and Tax Collector, have email addresses. The District doesn't have that same exemption, but if you send your email address to them for tax notice purposes, it's exempt from this law. The Governor hasn't signed this bill yet, but I'm sure that he will, when he gets around to it. That's all I wanted to mention, unless the Board has any questions.

Mr. Darby: Not for me.

Mr. Mills: None for me.

ii. Engineer

1. Discussion of Speed Humps/Speed Reduction

Mr. Armans: We started looking at this a couple of weeks ago. We had a field visit, just to get an idea of all of the existing improvements. We put a map together showing where all of the current speed bumps and stop signs are. We started putting some ideas together to reduce speed in the entire community, not just Baytree Drive. We ran it by one of our transportation experts. We don't have a final plan yet. We are still working on that. Some of the things we are looking at is there were narrower lanes that reduce speeds. They did specifically tell me that stop signs should not be used as a traffic calming device.

Mr. Darby: Why can't you use stop signs?

Mr. Armans: It's not made for that. It's more of a traffic calming feature. If there is a spot that needs a stop sign, that causes people to slow down there, we would recommend that. There are a couple of locations, that could benefit from being a four-way intersection. We are going to look at other intersections that may benefit from a stop sign. Again, we are looking at additional speed humps and adding a center line to make the lanes work. That forces people to stay in their lane and they have to slow down to do that. We are looking at the placements of those speed humps. Just as a heads up, we understand that this has been a process for several years. We are looking at it strictly at the perspective as the current engineer and we will let you analyze all of the other unknowns, factors that go into it, whether the location does not fit previous concerns that came up. We will be thinking about it, about those items, but we are not going to let that guide our decision. So, we are continuing to look at that. For the next meeting, we will have a map or plan for you to look at and provide some feedback.

Mr. Mills: Are you taking the current speed humps into consideration?

Mr. Armans: If you want us to look at whether they need to come out or not, we can do that. We are assuming that they are there and are doing their job as far as slowing people down. What we need is more speed control, not less. If we think it needs to move from an engineering perspective, we will let you know.

Mr. Mills: I looked on the internet at these traffic calming devices, sort of speak, and I know what you are talking about, narrowing the lane down. That is going to be very expensive for us to do.

Mr. Armans: In the areas where we have some issues, you would have to add a current line there. Those lines would have to be restored every time you make any payment restorations.

Every device comes with its own cost. There are lines that are cheaper than others. You can use thermoplastic. Some people just use paint, but it doesn't last very long, but yes, there's definitely a cost associated with all of that.

Mr. Darby: We will wait for the final report.

Mr. Bosseler: Did we have anything else for the engineer?

Ms. Witcher: The drainage of the recreational area.

Mr. Mills: Will is going to take them there today. The only other item was one of our Board Members noticed that we had a drainage issue. I think we took you over there when we rode around over by Space Coast Credit Union. Apparently, the homeowner has been doing some work. What we need to find out is if that homeowner impeded everything that we have done over there. It's better for you to go over there than the neighbor of the Board Member. William, do you know what I'm talking about?

Mr. Viasalyers: Yes.

Mr. Bosseler: Maybe you can find out. Today would be a great day.

Mr. Darby: That's Mike Ward's place.

Mr. Bosseler: Don't tell them that you were sent.

Mr. Mills: We added the extra sod, but if he's done something to alter that, you know what it looked like before.

Mr. Armans: Yes, we are going to do it.

Mr. Mills: It's a shame.

Mr. Armans: We provided at the prior workshop, a comparison between the micro-surfacing versus traditional resurfacing and provided some budgetary numbers. I'm not sure if you had a chance to look at that or discuss additional security caps. We communicated with multiple contractors and contractors from other states to come up with these budgetary numbers.

Mr. Darby: Peter, based on your information, mill and overlay was about \$1.1 million to do the entire community and I think it indicated a 17-year life with that kind of process.

Mr. Armans: We used the same lifecycles that you currently use to analyze your roads. Currently, the plan assumes that you have three levels in the community. I think they are very busy or high traffic, medium traffic and low traffic areas. So, we used those same lifecycles, which are different for each road. If you want exact numbers, I can get them to you.

Mr. Darby: I just reacted to the information we received last week. I'm just going to pass out a spreadsheet. It's kind of interesting because using your assessments, I don't know if \$1.1 million is right. Following on Jason's comment, we should do half of the community at a time, because some of these roads are fresh. Assuming we did the first repaving in 2025 and the second repaving in 2030, we can actually reduce our contributions to the Pavement Fund for the next 10 years, from \$85,000 to \$70,000 thereafter and still be able to self-fund all of the paving, assuming a 17-year life. Now if that life is a little different, those numbers will change, but the fact the roads are good enough to go on this schedule, you could have a situation where you can reduce your pavement cost with our reserves and possibility reduce assessments and still avoid having to go out, and get additional funds to do it. So, I just offer this for the Board's consideration. I know that we will have further discussion on this at other meetings.

Mr. Mills: That's a good table.

Mr. Darby: Thank you. I made it myself.

Mr. Armans: In this table, are you assuming that the entire community is being redone every cycle?

Mr. Darby: No. What I'm assuming is if you look at 2025, half of the community and half of \$1.1 million, would be \$550,000, which would be done at that point, and then the other half will be done in 2030. Then there is the 17-year cycle for each half going forward.

Mr. Armans: The current plan that you have, assumes a 21-year lifecycle for light traffic, 18 years for medium traffic and 14 years for heavy traffic. So, the numbers that we came up with, actually drove those out, where the light traffic areas will be re-done every 21 years, medium traffic areas every 18 years and heavy traffic areas every 14 years.

Mr. Mills: So now Baytree Drive and Old Tramway would be the two most used highways.

Mr. Armans: Those will be done every 14 years. We came up with the mill and resurface costs, the yearly costs, because we suggested a yearly budgetary cost of \$65,000 per year.

Mr. Mills: For the next meeting, could you take this table and see where it fits into your plan of 14 years and 21 years with regards to heavy, medium and light, and sort of work those numbers in?

Mr. Darby: Peter, if you give me your email, I'll send you this table. You have Excel, I assume.

Mr. Armans: Yes.

Mr. Darby: Then you can just modify it any way you want to.

Mr. Armans: So, the Board needs to come up with a stone or table, incorporating different options.

Mr. Mills: Exactly. Tell us what has to be done for 14 years, based upon the light, medium and heavy traffic flow.

Mr. Armans: Sure.

Mr. Mills: That would be great.

Mr. Armans: We followed the same logic of not going to the entire community.

Mr. Mills: Exactly.

Mr. Darby: The reason we looked at half of the community at a time was to save on mobilization costs. The second is you won't have as many different looks in the community as if you were to go every three years or every two years. We are talking about doing the entire community at once, but that would be very difficult, particularly in some of the areas, that have recently been repaved and don't need to be repaved now. So that is our logic.

Mr. Armans: Do you want that just for the mill and resurface or for other options as well?

Mr. Showe: I think they just want to look at mill and resurfacing.

Mr. Darby: We were advised previously that you can't micro-surface the cul-de-sacs because of Waste Management trucks turning around, would give it undue wear. They really wouldn't hold up. So then if you had to have a hybrid, micro-surfacing and mill and overlay, it would look different. So, we said for not a lot of more money, based on previous quotes, why not just mill and overlay the whole thing.

Mr. Mills: You have had the pleasure of addressing to us the advantages or disadvantages of micro-surfacing, versus milling and repaving.

Mr. Armans: If you want, I can just briefly comment on that. I spoke to contractors about whether we can mill and resurface cul-de-sacs. They can, but it just won't work, because it's more manual wear than a truck just laying material. We have to do it manually. We have a contractor that does micro-sealing and high polymer micro-sealing. We had him visit the community and look at all the cul-de-sacs. The numbers that I have included the cul-de-sacs all being manually micro-surfaced. So, I understand that's additional labor. The high polymer and your comment about garbage trucks, in general, for micro-surfacing, they recommend doing the

double application. Because you have specifically residential roads, when you map out your vehicle, stop and turn, you are grinding at it and over time it starts to wear in those locations. That's why they recommend a double application. Even better than that, was the new product where it has twice as much of an adhesive material, which is the high polymer material. That remedies the issue of wheels turning out. When I communicated with them, I said, "We are more concerned about heavy vehicles driving on them." That was the contractor's recommendations. So, yes, it could be done. There is a product that addresses the grinding effect. The benefit is a quicker application than normal resurfacing. If you are going to use this product, there is a lot of education to the community about what this product does, because when it's applied, it doesn't look as beautiful as mill and resurface. Mill and resurface looks crisp. When you apply this product, it requires 90 days to cure, as cars are driving over it. Then it becomes more uniform.

Mr. Mills: So, the aesthetics of a mill and resurface is going to be better.

Mr. Armans: After application, yes. The other product, micro-sealing, eventually gets there, but it takes 60 to 90 days, depending on how much traffic there is.

Mr. Mills: Longevity compared to appeal and resurface.

Mr. Armans: So, for micro-sealing, they only have light, medium and heavy. For mill and resurface, it's 21, 18 and 14 years.

Mr. Darby: High polymer micro-sealing?

Mr. Armans: It's \$80,000. For the regular polymer, it's five to eight years. From the contractor's perspective, you have heavy traffic, because it is a main arterial. The years that he gave me, assuming it's a community that has lights, was five and eight years for the regular and 10 and 11 years for the high polymer.

Mr. Mills: So, mill and resurfacing are probably our best bet.

Mr. Darby: Yes, I would think so. Is that the double application of the regular micro-surfacing?

Mr. Armans: Yes, the double application. The price is in a very simplified table that we provided that had the high polymer, double micro costing about \$55,000 a year, versus mill and resurfacing, which is about \$65,000 a year. So, for the cost, the high polymer is actually less, but you will have traffic disturbances and have to close down roads.

Mr. Mills: It sounds to me that there is no use to even bother with the micro-surfacing.

Mr. Darby: I guess my feeling is if it looks better and is going to last twice as long.

Mr. Mills: Exactly.

Mr. Darby: Unless it's five times more expensive. That would seem to me to be the way to go.

Mr. Mills: Any comments, Carolyn or Richard?

Mr. Bosseler: No.

Mr. Mills: I would say just give us the numbers based on mill and resurface and not micro-surfacing.

Mr. Armans: To that same logic, micro-sealing does not restore the structural integrity of the road, so any place that has structural issues, which I believe there are a couple, you would have to do a mill and resurface.

Mr. Mills: Remember, I shared with you when we were riding around about how they laid the road right over the top of tree stumps?

Mr. Armans: Yes.

Mr. Mills: That happened on Old Tramway.

Mr. Armans: Those structural issues are not affected by micro-surfacing.

Mr. Mills: Alright. What you may want to do is to include some kind of a contingent number, because we also ran into a problem on Old Tramway where they started to mill. It was very soft. So, they had to recompact. We also need to have a core sample done. The road looked perfectly fine, but when they went down and milled it down, it was soft.

Mr. Armans: We often do structural review reports for a community like yours. If you would like, there is the option of getting ahead of those projects and doing core samples to have a better idea for budgeting. If that's something you would like for us to do, we can get a cost comparison and some core samples.

Mr. Mills: I think we need to do that.

Mr. Armans: Okay.

Ms. Witcher: The road in front of my house has already been poured.

Mr. Mills: Yours was done. I'm sure you can drive through the community and take core samples from a lake. We had an issue down in Balmoral, right when you come off of Old Tramway where the road has now sunk down. That's because we put a pipe in from one lake to another. Again, it wasn't compacted correctly.

Mr. Armans: To get a proposal for core samples, do you want us to try to do something for the entire community or for the next few projects?

Mr. Mills: I would say the high traffic areas.

Mr. Darby: Yes. Can we have it both ways.

Mr. Armans: Sure. We can maybe break the community in half and say, "*We can do half now and half later.*"

Mr. Mills: When is our next resurfacing project and in which areas?

Mr. Darby: I don't think we have one. At the workshop, we said that we were going to wait five years.

Mr. Mills: Yes. Okay. Good.

Ms. Witcher: At the same time, we do the paving, we do the concrete first in the area that we are doing. If there's any breakage, fix it and then do the paving in that area. It has to be included in the proposal.

Mr. Mills: Is there anything else?

Mr. Darby: I had a couple of questions, Peter. I think Jason sent to you, a spreadsheet for lake bank restoration.

Mr. Armans: Yes.

Mr. Darby: You were supposed to put proposals together. In that area, we want to also take a look at 554 Ashwell Court and 7971 Chatham Court. I didn't see those highlighted in the spreadsheet. I believe you have a letter from Jason on 554 Ashwell Court. Also, was there any difficulty in transferring files or documents from Atkins into your system?

Mr. Armans: All of the files Jason sent to us were received and we were able to find PDF and Excel sheets.

Mr. Darby: So, Atkins gave you everything you need, all of the drawings, records and so on.

Mr. Armans: We don't have original drawings for the community. We will look at them for the grading of the roads and placement of speed humps. So, we might be requesting that from Atkins. If they give them to us great, if not, we will try to get them from the original permit.

Mr. Showe: I will follow up with Atkins.

Mr. Darby: Regarding the lake bank, I would like to put together a Lake Bank Restoration Plan for the next five years. I know that Atkins put together one. I don't know if you

had the opportunity to look at it and whether you agree with their proposal. So, I would like to have an opportunity to review that with you guys when you get an opportunity to look at it. You probably have to physically walk some of these banks.

Mr. Armans: We have a plan, but I don't think it's a Five-Year Plan. Do you want us to look at that same plan? So, we need a Five-Year Plan and that means we need to inspect the banks and figure out what needs to happen first.

Mr. Mills: Look at it and see if it's feasible in your opinion.

Mr. Darby: The one I have is dated February 25th of this year. Jason, do you still have that?

Mr. Showe: Yes. We can provide that to you. That's the one we received from Atkins that showed all of the lakes.

Mr. Darby: It goes out to 2025. Thank you.

iii. District Manager

1. Field Manager's Report

Mr. Viasalyers: I have a few things starting with landscaping. Tropic-Care did an excellent job addressing any concerns that Mel or any Board Member bring to our attention, along with our drive throughs. We've worked with Tropic-Care to install some new landscaping around the front guardhouse. You might notice there is a new Palm tree bed with some new plant material. That's part of the upgrade package we are including along the sides of the entrance and exit as well. We had several areas cleaned up. We have the area as you exit the back guardhouse heading towards Interlachen Road. We removed all of the foliage that was overgrown along the sidewalk. It looks good. We also had Tropic-Care work on the cul-de-sac on Balmoral Way to get all of that extra overgrowth off of there and illuminate the area for the residents. We worked with Waste Management to get the 96-gallon garbage can placed next to the guard shack. They use that in conjunction with janitorial staff.

Mr. Bosseler: William, yesterday, I saw the old one out there.

Mr. Viasalyers: I addressed that in the map. Apparently, they must have filled that up by mistake. We will get rid of it.

Mr. Bosseler: Okay.

Mr. Viasalyers: So, we are working on eliminating that. Staff worked on getting all of the golf cart crossing signs replaced as requested by the Board. We also added a couple of signs

about oversized cables and worked with Mel on the fountain entrance. It wasn't performing. We removed a line and added a regular hose spicket in there, re-adjusted the level and brought it to where it is coming up to the perfect level now. We haven't had any issues since we have done that. That also allows us to attach a hose fixture there. We worked with Modern to upgrade the guardhouse graphics card. That has pretty much eliminated all of the connection issues we were having.

Mr. Darby: Great.

Mr. Viasalyers: I haven't seen any reports that the cameras were not working.

Mr. Darby: Only occasionally.

Mr. Viasalyers: That's all I have unless the Board has any questions.

Mr. Mills: I do. Have they gotten back to you about what they are going to do with the rear gate intermittent problem?

Mr. Viasalyers: I have to follow up with them. One of the most recent items we had was to replace the loop sensor. You and I spoke about that. I still need some feedback.

Mr. Mills: I would like to make the Board aware that William and I were at the back gate. He has the key to take the panel off so you can actually see the operations of the inside. The mechanical part of all of that is in excellent condition. The only concern I have is with the one that is intermittent. I think the motherboard is bad and we need to get a price to get that replaced, because I'm almost 100% sure that is our problem.

Mr. Viasalyers: We installed a new LED 4-foot wide landscape light for the back entrance monument to illuminate the sign.

Mr. Mills: I was going out the other day and a commercial vehicle came in the back gate. So, we have to get that fixed.

Mr. Viasalyers: Did they tailgate?

Mr. Mills: No. Somebody had come in while the arm was still up. I don't know how much a motherboard costs, probably \$700 or \$800.

Mr. Viasalyers: Yes, somewhere in there.

Mr. Mills: But it's not doing its job. So mechanically it's fine. It has to be an electrical part. Good job, William.

Mr. Viasalyers: Thanks.

Mr. Darby: William, there is a request for ECOR to clean up some wetlands in back of a house on Chatsworth. Do you know if they did that?

Mr. Viasalyers: I will follow up with them. They were supposed to schedule it.

Mr. Showe: I talked to ECOR last week and they said they were going to get out here last week.

Mr. Darby: So, it was done. Great. One of Rick's favorite subjects is the clarity on Lake 17, which is on the 18th hole. I think ECOR was going to look into that and see what the issue was. That's all I had.

SIXTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, from May 28, 2020 to July 27, 2020, we have Checks 53710 through 53738 in the amount of \$221,316.57. In the SunTrust account, we have Checks 1 through 6 in the amount of \$20,193.56. In your Capital Projects Fund, we have Checks 104 through 107 in the amount of \$22,907 and June and July payroll in the amount of \$1,622.30, for a grand total of \$266,079.43. William and I can answer any questions.

Mr. Bosseler: I feel that we can discontinue the special janitorial service. You had a bill for a pool storage closet for \$950.

Mr. Viasalyers: I can address that. We had some rodent issues, so we had to have staff come out and move everything in there and patch up the wall. They organized it and cleaned up all of the feces.

Mr. Mills: Richard and I could've done that for \$250.

Mr. Bosseler: A couple of lines down we have "*Golf Cart Image*" for \$1,781.

Mr. Viasalyers: It was very expensive based on the style. It was the same style you previously used.

Mr. Showe: They are engraved and must be custom made. It's an upgrade in look.

Mr. Bosseler: The last item I have is standing water at fence line for \$16,330. Is that the new fence?

Mr. Showe: That is the end of the repair that we did on Kingswood. That invoice is from May 19th.

Mr. Bosseler: That was \$16,000?

Mr. Showe: Yes.

Mr. Bosseler: Oh my God. We were told it was only going to be a couple thousand.

Mr. Mills: That's what I heard.

Mr. Showe: It was in the neighborhood of \$14,000, but it likely included some additional work they did at the pool area.

Mr. Mills: I would suggest sending half of that bill to the Space Coast Credit Union.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Check Register for May 28, 2020 to July 27, 2020 in the amount of \$266,079.43 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Are there any Supervisor's Requests? Hearing none,

EIGHTH ORDER OF BUSINESS

Public Comment Period

Mr. Sherbin: On the fifth green pond on the east side, the far end looks similar to a pond where we had a fish kill a couple of years ago. I don't know who takes care of that, but it looks pretty ugly. There is a lot of algae.

Mr. Viasalyers: I will pass that along.

Mr. Mills: Are there any other comments from the audience? I would like to thank Joanne for her constant inclusion in our meetings. It's refreshing. We are going to add her to the agenda to give comments from her community. She is a partner with us and I think it's important that we share our ideas and thoughts. I appreciate her being here.

Ms. Wagner: I appreciate you having me here. It gives me a lot of input too.

Mr. Mills: Exactly.

Ms. Wagner: We have to work together.

Mr. Mills: Yes.

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

**FIRST AMENDMENT TO
SMALL PROJECT AGREEMENT
(Lake Bank Restoration 2020)**

THIS FIRST AMENDMENT TO SMALL PROJECT AGREEMENT (the "First Amendment") is made and entered into this ____ day of _____, 2020, by and between:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 East Livingston Street, Orlando, Florida 32801 (the "District"),

and

AMERICAN SHORELINE RESTORATION INC., a Florida corporation, having as its principal business address, 4521 PGA Boulevard, Suite 134, Palm Beach Gardens, Florida 33418 (the "Contractor").

RECITALS

WHEREAS, District and Contractor entered into the Small Project Agreement (Lake Bank Restoration 2020), dated February 5, 2020 (the "Agreement"), with respect to the design, construction, and installation of the Project, as defined in the Agreement; and

WHEREAS, the Agreement provided for lake bank restoration of approximately 532 linear feet of shoreline of Lake(s) 1A, 12B, 19, and 20 located within the boundaries of the District (532 linear feet of geotube repair); and

WHEREAS, since the Project has not yet been started and due to difficulties with respect to mobilization and other matter, the parties have determined that it is necessary to amend and replace the scope of work and Project area for the Project thereby resulting in an increase in linear feet of shoreline to be restored from 532 linear feet to 587 linear feet.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Proposal (Exhibit A to the Agreement) is hereby replaced in its entirety with the Contractor's Proposal, dated September 25, 2020 ("Revised Proposal"), which modifies the Project area, linear feet of shoreline to restore, and the compensation to be paid for such work, which

Revised Proposal is attached hereto and made a part hereof as Exhibit A-1. All references to "Proposal" in the Agreement shall be replaced with the Revised Proposal as attached to this First Amendment.

Section 3. The first paragraph of Section 3, entitled, "COMPENSATION", is hereby replaced with the following:

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in a total amount of **TWENTY-THREE THOUSAND FOUR HUNDRED EIGHTY AND 00/100 (\$23,480.00) DOLLARS** in accordance with the terms and conditions set forth in the Proposal and after completion of the Project.

Section 4. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties dated February 5, 2020, are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment and further agree that it shall take effect as of the date first above written.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman

_____ day of _____, 2020

WITNESSES:

**AMERICAN SHORELINE
RESTORATION INC., a Florida
corporation**

[PRINT NAME OF WITNESS]

By: _____
Print Name: William Anderson
Title: President

[PRINT NAME OF WITNESS]

_____ day of _____, 2020

Exhibit A-1
Revised Proposal

American Shoreline Restoration

4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418

1 - 888 - 753 - 7633 • Email: ba33418@yahoo.com

September 25, 2020

Atkins Global
7175 Murrell Road
Melbourne, FL 32940

Via email to: jshowe@gmscfl.com

RE: Baytree Community Development District shoreline restoration Agreement

American Shoreline Restoration (ASR) has evaluated lakes 1A and 19 which are under consideration for geo-tube repair at Baytree Community Development District.

The total linear foot designated for repair is 587.

The following is the linear foot (LF) and address of repair:

LAKE 1A - 91 LF - 8035 Kingswood Way
77 LF - 8037 Kingswood Way
74 LF - 407 Berwick Way

LAKE 19 - 100 LF - 8176 Andover Way
100 LF - 8186 Andover Way
70 LF - 8175 Belford Way
75 LF - 983 Balmoral Way

All permanent geo-tube will be constructed of "404 woven" monofilament polypropylene with a "flap" layer to guard against below tube erosion during low water events, and below tube tunneling from fish. All restoration will receive a "sacrificial" geo-tube layer to provide sufficient fill material used to match existing slope. St. Augustine sod will be installed on the entire project.

(Baytree CDD / ASR Agreement - 587 LF - page 1 of 2)

The total linear foot under consideration for geo-tube repair is 587. The cost per linear foot is \$40, for a total project cost of \$23,480. This is the total cost to Baytree CDD. A deposit will not be required. An invoice for the total due will be emailed upon completion.

ASR scope of work includes all material, equipment, supplies, labor, sod, and sod sub-contractor installation expense necessary to restore the shoreline according to the descriptions and pictures depicted in the ASR brochure and this Agreement.

ASR warrants all geo-tube installations against defects in material and workmanship, and will repair or replace, at our option, any such defect at no charge, for a period of 15 years after completion.

ASR will provide Certificates of Insurance for Workers Compensation, General Liability and ASR vehicles, with Baytree CDD as additional insured, prior to project start.

A start date will be communicated to Jason Showe and Katie C. Sweetman.
Project completion time is approximately 2 weeks.

SUBMITTED BY:

ACCEPTED ON _____ (date)

For Baytree CDD

electronic signature -
William Anderson

William Anderson - President / Owner
American Shoreline Restoration Inc.

By: _____
Authorized Signature

(Baytree CDD / ASR Agreement - 587 LF - page 2 of 2)

BAYTREE CDD

<u>Lake</u>	<u>Linear foot of repair</u>	<u>Year of repair</u>
1A	242	2020
2	938	
4	773 + 544 Ashwell Ct. (LF to be determined)	
5	----- + 7971 Chatham Ct. (LF to be determined)	
7	90	
7A	231	
8	75	
11B	50	
12B	110	
12C	200	
16	180	
19	345	2020
20	80	
21	260	
22	595	
23	<u>245</u>	
<u>TOTAL</u>	<u>4414</u>	

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

September 24, 2020

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

Subject: **Work Authorization Number 2021-1
Baytree Community Development District (CDD)
Lake Bank Inspection and Restoration Plan
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). We will provide these services pursuant to our current agreement ("District Engineer Agreement") as follows:

I. Project Understanding

It is our understanding that the CDD owns and maintains the majority of stormwater management lakes and ponds located within the CDD limits. The CDD currently has a bank restoration plan that is nearing its end and needs a new plan for bank restoration based on existing conditions. Based on your request, we are providing the scope and fees below.

II. Scope of Work

A. Data Collection

We will download and review available stormwater plans from the South Florida Water Management District. We will communicate with the CDD's maintenance manager to gather maintenance related information pertaining to the stormwater ponds. We will conduct site visits to visually inspect CDD maintained lakes, retention ponds, and/or conservation area(s) for bank erosion, defects, and/or unusual water elevations. We will document visual defects using photographs.

B. Restoration Plan and Report

We will analyze the collected information to identify and prioritize lake bank sections needing improvements. We will provide repair recommendations and provide a rehabilitation plan. We will conduct additional site visits necessary to complete the analysis. Inspection results, recommendations, and a rehabilitation plan will be summarized in a report with summaries, photographs, and maps reflecting the analysis results and recommendations.

C. Consultant Coordination/Project Meetings

We will meet with the Client as necessary to keep the Client informed of the current project status and review engineering or other items. We will also attend meetings with the CDD's contractor to coordinate the planning aspects of the project. This will also be used for miscellaneous requests that are not covered in previous tasks.

D. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include the or earthwork analysis or any of the application fees for the various agencies, which are the owner's responsibility, and have not been accounted for in this Work Authorization.

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 Work Authorization in the amount of \$36,300. 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 Work Authorization, together with the District Engineer Agreement, represents the entire understanding between the District and Dewberry Engineers Inc. with regard to the referenced project. 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.

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

Sincerely,



Peter Armans, P.E.
Project Manager



Reinardo Malavé, P.E.
Associate Vice President
Department Manager, Municipal Engineering

PA:RM:ap

M:\Proposals - Public\Municipal\Baytree CDD\Work Authorizations Baytree CDD WO 2021-1 Lake Bank Inspection and Restoration Plan

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Baytree Community Development District

Date: _____



SECTION B

From: Jason Showe jshowe@gmscfl.com
Subject: Fwd: Tuesday/Thursday classes
Date: September 3, 2020 at 1:42 PM
To: Richard Bosseler rbosseler@gmail.com
Cc: William Viasalyers wviasalyers@gmscfl.com, Stacie Vanderbilt svanderbilt@gmscfl.com



Richard, water aerobics would like to add a Tuesday and Thursday class on from 3-4, in addition to 2 classes each day M, W, and Friday. Are you Ok if I approve this for temporary and Board can ratify at 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

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.

Begin forwarded message:

From: renee hubert <mos1mimi@yahoo.com>
Subject: Re: Tuesday/Thursday classes
Date: September 3, 2020 at 1:37:40 PM EDT
To: Jason Showe <jshowe@gmscfl.com>

Class would be 3-4 p
Schedule now;
M,W,F 9-10 and 3-4

Sent from my iPad

On Sep 3, 2020, at 1:31 PM, Jason Showe <jshowe@gmscfl.com> wrote:

What would be the total use of the facility? What is a current schedule including these?

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

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 Sep 2, 2020, at 1:42 PM, mos1mimi <mos1mimi@yahoo.com> wrote:

SECTION C



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 18, 2020

George Flint, District Manager
Governmental Management Services, LLC
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Baytree Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2020.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

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Private Companies practice Section

Member FICPA



Baytree Community Development District
August 18, 2020
Page 2

In making our risk assessments, we consider internal control relevant to Baytree Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Baytree Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Capital Projects Fund
3. Pavilion Fund



Baytree Community Development District
August 18, 2020
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Baytree Community Development District
August 18, 2020
Page 4

Management is responsible for identifying and ensuring that Baytree Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Baytree Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Baytree Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Baytree Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Baytree Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Baytree Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Baytree Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Baytree Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



Baytree Community Development District
August 18, 2020
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Katie Costa. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2020 will not exceed \$3,185, unless the scope of the engagement is changed, the assistance which Baytree Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Baytree Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Baytree Community Development District, Baytree Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Baytree Community Development District
August 18, 2020
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Baytree Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Baytree Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Baytree Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Baytree Community Development District's financial statements. Our report will be addressed to the Board of Baytree Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Baytree Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Baytree Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Baytree Community Development District
August 18, 2020
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BAYTREE COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 18, 2020)**

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

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

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

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

**GMS-CF, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSNF.COM**

Auditor: J.W. Gaines

District: Baytree CDD

By: _____



By: _____

Title: Director

Title: _____

Date: August 18, 2020

Date: _____

SECTION D

SECTION 1

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

THIS AGREEMENT entered into this 4th day of August, 2020, by and between TROPIC-CARE OF FLORIDA, INC. OF BREVARD, FLORIDA AND The Baytree Community Development District.

JOB NAME: Suntree lake bank with Wax Myrtles and Philodendrons

JOB LOCATION: Baytree

DATE PERFORMANCE IS TO BEGIN: To be discussed

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

Install 250 plants and mulch under plants, 130 Wax Myrtles and 130 Philodendrons along the north end of Suntree Lake bank, No irrigation will be installed. Hand watering will be billed if needed.

Total of Job: \$ 5,200.00

Notes:

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

WE PROPOSE:

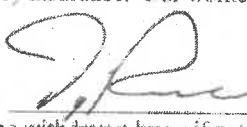
hereby to furnish material and labor-complete in accordance with above specifications for the sum of:
Five Thousand-Two Hundred-Dollars and 00/100 \$ 5,200.00.

Payments to be made as follows:

Due upon completion.

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

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

Authorized Signature 

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

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

Date of Acceptance _____ Signature _____

SECTION V

SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Lake 1 Access/2020 Lake Bank Repair	Viasalvers	Ongoing	6/5/19	11/16/20		Awaiting Final Vendor Schedule - Estimate Q4 2020
2	Recreation Area Improvements	Showe/Viasalvers	Ongoing	7/9/20			To be discussed by Board for Recommendations
3	Gatehouse Improvements	Viasalvers	Ongoing	7/9/20			Awaiting Speaker Installation and Other Quotes from William
4	Beatification Fund Plans for FY 21	Viasalvers	Ongoing	7/9/20			To be discussed by Board for Recommendations

SECTION B

SECTION 1

October _____, 2020

Via U.S. Mail and Email

Thomas Little, Esq.
Foley & Lardner
100 N. Tampa Street, Suite 7200
Tampa, Florida 33602

**Re: Baytree Community Development District
Tract 22, Plat of Baytree, Planned Unit Development Phase 1, Stages 1-5
Brevard County Parcel ID: 26-36-22-PU-*-C22 (the “CDD Property”)**

Dear Mr. Little:

As you know, this firm serves as District Counsel to the Baytree Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Brevard County Ordinance No. 92-11 (the “District”). The purpose of this correspondence is to outline the District’s position and what the District believes to be the mutual understanding of the District and your client, Baytree Golf, LLC (“Baytree Golf”), the owner of the 18-hole golf course situated within the boundaries of the District, with respect to the use and maintenance of the CDD Property. The District has attempted to memorialize this understanding in the form of a license agreement or letter of agreement, but your client has rejected that opportunity.

As Baytree Golf is well aware, there exists an asphalt-paved golf cart path and wooden bridge (the “Improvements”) on, over, and within the CDD Property, which Improvements have been maintained by Baytree Golf and its predecessor owners of the golf course since and prior to the completion of the Baytree residential development in the early to mid-1990s. The Improvements have been and continue to be typically utilized on a non-exclusive basis and without objection by the District by golf carts, golfers, and employees of Baytree Golf traversing Baytree Golf’s 18-hole golf course, as well as residents of Baytree and any members of the general public not utilizing the golf course facilities of Baytree Golf.

It is understood that the Improvements located on CDD Property were constructed or installed when the District was first developed and have been utilized as an integral

means of ingress and egress associated with the permitted use of the lands owned by Baytree Golf. It is the District's position that Baytree Golf does not have any prescriptive easement rights under Florida law to utilize the CDD Property. Further, the Special Warranty Deed recorded at Official Records Book 3308, Page 4041 in the Public Records of Brevard County, Florida (the "Deed"), does not reserve to Baytree Golf any easement rights for golf cart paths or bridges, etc., as those easement rights are clearly limited to the Easement Parcels, as defined said Deed. The CDD Property is not included as one of the Easement Parcels.

Notwithstanding, at this time, the District will not object to Baytree Golf's continued use of the CDD Property for the existing Improvements, provided that Baytree Golf continues to regularly maintain and repair as required, at its sole cost and expense, the Improvements, as well as the grass and landscaping, including, but not limited to, tree branches hanging or growing over the cart path area and airspace, on and within the CDD Property, in a safe, clean, and neat condition, as necessary to ensure the safety of any person or persons using the Improvements.

Baytree Golf (a) shall not permit the CDD Property to be used or occupied for any purpose other than as set forth herein, (b) shall not permit or commit any waste, injury, or damage to the CDD Property, (c) shall not permit, install, or construct any other structures on, in, over, under, or within the CDD Property, without the prior written approval and consent of the District Board of Supervisors, (d) shall not permit the CDD Property to be utilized by Baytree Golf, its employees, agents, and guests in any manner that violates any laws, rules, policies or regulations of any federal, state, or local governmental entity, including the District, (e) shall not restrict the use of the CDD Property by Baytree residents and the general public, (f) shall repair, replace or pay for landscaping and irrigation improvements on CDD Property that are damaged by Baytree Golf, its employees, guests, and patrons, and (g) shall remove and properly dispose of, at its sole cost and expense, any items, fixtures, encroachments, or other improvements not authorized herein and be responsible for all costs and expenses, if any, incurred by the District to remove and properly dispose of such item or items.

Nothing herein shall be construed or interpreted to grant or otherwise convey any property or contract right with the respect to the use of the CDD Property, other than for the limited and non-exclusive purposes expressly stated herein. Further, nothing herein shall be construed or interpreted to restrict or otherwise limit the District's right to inspect the CDD Property, the District's right or discretion to utilize the CDD Property for any lawful purpose, any future action(s) by the District to restrict the use of the CDD Property, or the District's right to otherwise rescind for lawful purpose any of the limited and non-exclusive permissions reflected herein.

The District will hold Baytree Golf responsible for any occurrence, incident, injury, damages, liability, or accident occurring on the CDD Property and arising out of or in any way connected with Baytree Golf's continued use of the CDD Property, and the use of the Improvements by any officers, guests, visitors, employees, or agents of Baytree Golf.

Thomas Little, Esq.
October __, 2020
Page 3

Should your client wish to discuss moving forward with a letter of agreement regarding the non-exclusive use of the CDD Property by Baytree Golf, as was originally discussed, please feel free to contact this office. While the District has determined it to be necessary in this instance for the District to reflect its position in writing with respect to Baytree Golf's continued use of the CDD Property, the District, through its Board of Supervisors, has also expressed its intention to continue with work in a cooperative manner with Baytree Golf to ensure the success of the golf course and the Baytree community, while also ensuring the safety of those utilizing lands within the boundaries of the District.

Yours very truly,

MICHAEL J. PAWELCZYK
District Counsel

cc: Members of the Board of Supervisors (via e-mail only)
Jason Showe, District Manager (via e-mail only)

SECTION 2



ENGINEER REPORT

Date: September 29, 2020

To: Baytree CDD Board of Supervisors

From: Peter Armans, P.E. District Engineer

Subject: Engineer Report for the October 7th, 2020 Board Meeting

Report:

Dewberry Engineers (Dewberry) is submitting this report to the Baytree CDD Board of Supervisors (Board) to be reviewed and discussed during the October 7th, 2020 Board meeting.

Multiple items were requested during the previous Board meeting, and by the District Manager, which are being addressed in this report.

Future Paving Cost Review: During the August 5th 2020 Board meeting, the Board requested that I review, and provide comments on a spreadsheet prepared by Mr. Darby. A review was completed and a response was forwarded to Mr. Darby and the CDD Manager. A summary of the review comments is attached as [Attachment A](#).

Kingswood Way Drainage: On August 5th 2020, during a routine walkthrough with the Field Manager, we noticed materials placed in the stormwater path along the north end of the CDD limits. A memo with exhibits was prepared with photographs and a map of the area of concern. The memo was electronically submitted to the CDD Manager on 8/20/2020. A copy of the memo is attached as [Attachment B](#).

Pavement Cores: During the August 5th Board meeting, the Board mentioned that during past pavement repair projects, it was noted that the pavement suffered structural issues and base material deficiencies. The Board requested that we solicit quotes for performing pavement cores throughout the CDD maintained roadways to understand if the previously noted issues will be encountered during future pavement repair projects. The results of the core samples will aid the district in planning and budgeting for future pavement repair projects and reduce the potential for unplanned costs during construction. Two proposals were obtained from qualified contractors; Terracon Consultants Inc. and GEC Consultants Inc (see [Attachment C](#) for Proposals). The District Engineer recommends the Board to consider to lower cost proposal provided by Terracon Consultants Inc.

Lake Bank Inspection and Restoration Plan: The Board requested that we provide a Work Order scope and fee to inspect, report, and create a future repairs and restoration plan for CDD owned and maintained ponds/lakes within the Baytree CDD limits. The Work Order was forwarded to the District Manager and is included in the Agenda Packet under "[New Business](#)" for the Board's consideration.

Speed Reduction Study: The Board requested that we prepare a speed reduction plan to add speed calming devices throughout the community. We conducted field visits to document existing traffic calming devices and related signs, and we prepared a speed reduction plan (see [Attachment D](#)). The budgetary cost estimate to construct devices per the attached plan is \$27,000.

Playground/Pavilion Area Drainage: The Board requested that we review the drainage issues and prepare a drainage plan to resolve the ponding adjacent to the pavilion and within the playground area. We performed a field inspection following a rain event and prepared a plan to address the ponding within the area of concern (see [Attachment E](#)).

If you have any comments or questions, you may contact me at Parmans@dewberry.com, or 321-354-9767.

Attachments:

Attachment A: Summary Review Comments on Future Paving Cost.

Attachment B: Kingswood Way Drainage Debris Memo.

Attachment C: Pavement Cores Proposals.

Attachment D: Speed Reduction Plan.

Attachment E: Playground Drainage Plan.

ATTACHMENT A

ATTACHMENT A

Summary Review Comments on Future Paving Cost

Below is a summary of information sent by District Engineer to District Manager and Mr. Darby via E-mail:

Based on my review of the 2015 plan, and accounting for resurfacing projects completed in the last 5 years, I have the following comments:

- a. Approximately 45% of the CDD streets would reach or pass their remaining useful life by 2025 if no projects are completed until then.
- b. 85% of the CDD streets would reach their remaining useful life by 2028 if no projects are completed until then.
- c. On average, resurfacing should be completed 2-3 years before streets reach their useful life.
- d. Assuming a 3% inflation in construction cost per year:
 1. If the first project is in 2025 (per Mr. Darby's table), 45% of the community would cost approximately \$575,000.
 2. If the second project is in 2030 (per Mr. Darby's table), the remaining 40% of the community would cost approximately \$590,000.
 3. These budgetary costs are total "project" cost, including engineering, contracting, construction, and construction administration.
- e. Please note that the costs above (in items d.1 and d.2) assume that the CDD is waiting past the remaining useful life of roadways to resurface them. We do not recommend that approach. Our recommendation is the following:
 1. In 2021-22, 30% of the community would be resurfaced, 2-3 years prior to reaching the remaining useful life. Approximate cost would be \$340,000.
 2. In 2026-27, the remaining 55%, would be resurfaced, with an approximate cost of \$720,000.

The 2015 plan recommended at least \$100k in the account each year to be able to keep the roads maintained before they reach the end of their life. That seems appropriate given the construction cost inflation.

Please let me know if you have any questions,

Peter Armans, P.E.
District Engineer

Dewberry
800 North Magnolia Ave
Suite 1000
Orlando, FL 32803
321-354-9767 - Office
www.dewberry.com

ATTACHMENT B



MEMORANDUM

Date: August 20, 2020

To: Baytree CDD Board of Supervisors

From: Peter Armans, P.E. District Engineer

Subject: Kingswood Way Drainage Debris

Overview:

Dewberry Engineers (Dewberry) is submitting this memo to the Baytree CDD Board of Supervisors (Board) to advise the Board on the removal of noted debris within the drainage path along the north end of the CDD limits.

On August 5th 2020, during a routine walkthrough of the CDD drainage areas, the District Engineer and the Field Manager noted the presence of debris and other materials accumulated and placed in the drainage path of the stormwater conveyance area along the north end of the CDD limits. The area of concern (see Exhibit A) is directly north of 8018 Kingswood Way property address and adjacent to neighboring properties. Photographs of the noted debris are attached to this memo (see Exhibit B). The debris present in the drainage path, banks, and wetland area is impeding the stormwater flow and therefore, deviates from the permitted drainage path and function.

It is the District Engineer's recommendation to immediately remove the debris shown in Exhibit B and restore the drainage channel to its originally permitted function. Once the debris is removed, the District Engineer will re-inspect the area and document the restoration work for the Board's records.

If you have any comments or questions, you may contact me at Parmans@dewberry.com, or 321-354-9767.

Exhibits:

Exhibit A: Property Lines and Area of Concern.

Exhibit B: Noted Debris Photographs.

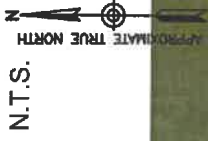


EXHIBIT A



600 N. MILITARY AVE
SUITE 1000
ORLANDO, FL 32803
(407) 333-5120

TITLE

BAYTREE CDD - MELBOURNE, FL

DATE

07/20/2020

PROJECT

PROPERTY LINES EXHIBIT - KINGSWOOD WAY

PROJ. NO.

501205

EXHIBIT B
8/20/2020



Figure 1: Concrete blocks and soil dam.



Figure 4: Plastic enclosure/container.

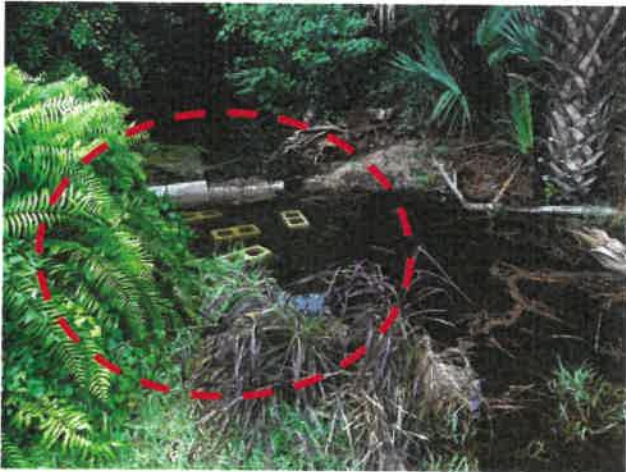


Figure 2: Concrete blocks and soil dam.



Figure 3: Wood frames.

ATTACHMENT C

September 8, 2020

Dewberry Engineering
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32801



Attn: Ms. Molly Banfield
P: (240) 772 5622
E: mbanfield@dewberry.com

Re: Proposal for Geotechnical Engineering Services
Baytree CDD Pavement Evaluation
Baytree Subdivision
Melbourne, Florida
Terracon Proposal No. PH1205288

Dear Ms. Banfield:

We appreciate the opportunity to submit this proposal to Dewberry Engineering (Dewberry) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$11,050. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Bruce H. Woloshin, P.E.
Principal

Eric A. McAra, P.E.
Geotechnical Department Manager

Terracon Consultants, Inc. 1675 Lee Road Winter Park, Florida 32789
P (407) 740 6110 F (407) 740 6112 terracon.com

Environmental

Facilities

Geotechnical

Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Dewberry Engineers Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Baytree CDD Pavement Evaluation project ("Project"), as described in Consultant's Proposal dated 09/08/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ / agg); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided

upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. Client and Owner are additional insured with respect to general and auto liability.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**
 By: _____ Date: **9/8/2020**
 Name/Title: **Bruce H Woloshin, P.E. / Principal**
 Address: **1675 Lee Rd**
Winter Park, FL 32789-2207
 Phone: **(407) 740-6110** Fax: **(407) 740-6112**
 Email: **Bruce.Woloshin@terracon.com**

Client: **Dewberry Engineers Inc**
 By: _____ Date: _____
 Name/Title: **Molly Banfield /**
 Address: **800 N Magnolia Ave Ste 1000**
Orlando, FL 32803-3251
 Phone: _____ Fax: _____
 Email: **mbanfield@dewberry.com**

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Dewberry and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Baytree Subdivision in Melbourne, Florida. About 24 acres Latitude/Longitude (approximate center): 28.2168327, -80.7055947 (See Exhibit D)
Existing Improvements	Paved roads
Current Ground Cover	Asphalt
Existing Topography (USGS)	The original grades were relatively flat at approximate elevation 30
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted coring equipment.
Expected Subsurface Conditions	Our experience with roadway in this area consist of asphalt over limerock base followed by stabilized subgrade and natural subgrade consisting of sand with varying amounts of silt and clay and relatively high groundwater conditions.

Planned Construction

Item	Description
Information Provided	We were provided with an aerial of the subdivision with 25 core locations identified.
Project Description	We were asked to provide pavement evaluation with pavement cores, based and subgrade determinations, and groundwater in all areas of the subdivision.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Pavement Cores/Borings	Planned Boring Depth (feet) ¹	Planned Location
25	5	Existing roadway areas

^{1.} Below ground surface.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will perform a core (approximately 6-inch in diameter) and determine the asphalt and base thicknesses. A manual auger boring will then be performed in the core hole to evaluate thickness of a stabilized subgrade material, if present, and type of material encountered in the upper five feet. We will also identify the depth to groundwater if encountered in the upper 5 feet. Upon completion the hole will be backfilled with sand and asphalt cold patch.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Sunshine State One Call of Florida (SSOCOF). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon will assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are included in our current Scope of Services. The detection of underground

Proposal for Geotechnical Engineering Services

Baytree CDD Pavement Evaluation ■ Melbourne, Florida

September 8, 2020 ■ Terracon Proposal No. PH1205288



utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Maintenance of Traffic will include only the use of signs and cones. We have not budgeted two-man flagging or lane closures.

Site Access: Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the scope of services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for our own employees but shall not be responsible for the supervision or health and safety precautions from any third parties, including the Client's contractors, subcontractors, or other parties present at the site.

In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. The client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Organic content
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual pavement and soil classification
- Groundwater levels observed during drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of pavement and subsurface conditions

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$11,050 ¹
1. The prices shown include up to one hour of meeting time. Additional meeting time will be billed at \$195/hr.	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	2 days
Site Characterization	15 days
Geotechnical Engineering	20 days
1. Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.	
2. We will maintain a current calendar of activities within our GeoReport® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.	

EXHIBIT D – SITE LOCATION

Baytree CDD Pavement Evaluation ■ Melbourne, Florida
September 8, 2020 ■ Terracon Proposal No. PH1205288

Terracon



EXHIBIT E – ANTICIPATED EXPLORATION PLAN
 Baytree CDD Pavement Evaluation ■ Melbourne, Florida
 September 8, 2020 ■ Terracon Proposal No. PH1205288



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



September 9, 2020

Dewberry
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32803

Attention: Mr. Peter Armans, P.E.

Subject: Proposal for Geotechnical Engineering Services
BAYTREE CDD
Brevard County, Florida
GEC Proposal No. 10299G

Dear Mr. Armans:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. This proposal was requested by you and our scope of services is based on the information provided in email correspondence from Ms. Molly Banfield on September 8, 2020.

The purpose of this investigation will be to explore the pavement conditions at the project site for use by others to evaluate the condition of the existing pavement. This proposal presents our understanding of the project, our scope of services and a cost and schedule for providing those services.

Site Location and Project Description

The site is located south of North Wickham Road and east of I-95 in Brevard County, Florida as shown on the attached figures.

We understand that the Baytree Community Development District (CDD) wants to evaluate the condition of the existing pavement.

Scope of Geotechnical Services

Our recommended scope of services includes the following:

- Mark pavement core locations at the site.
- Mobilize pavement core equipment and personnel.
- Use 1 flagger to route traffic for the pavement core locations. Signs and traffic cones will also be used.
- Perform 25 asphalt pavement cores within the development. Backfill the coreholes with cuttings and patch with cold patch asphalt.
- Issue a geotechnical engineering report, signed and sealed by a geotechnical engineer licensed in Florida. The report will address the following project elements:
 - Encountered pavement and base thicknesses and conditions at the core locations, including pavement condition, cracking and other distress observed
 - Photographs of all pavement core locations in the field and core samples in the laboratory

Estimated Fee and Schedule

Our estimated fee to provide the described scope of services is a Lump Sum Fee of \$13,500.00. This fee includes an electronic copy of the report emailed to you.

Our schedule to complete the work will be about 3 to 4 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed.

Authorization

You may confirm your authorization to proceed by completing the attached Professional Services Agreement and returning a copy to us.

Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please contact us if you have any questions or comments regarding this proposal.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Jose R. Benitez Jr." with a stylized flourish at the end.

Jose R. Benitez Jr., E.I.
Engineer Intern

A handwritten signature in blue ink, appearing to read "Daniel C. Stanfill" with a stylized flourish at the end.

Daniel C. Stanfill, P.E.
Senior Vice President

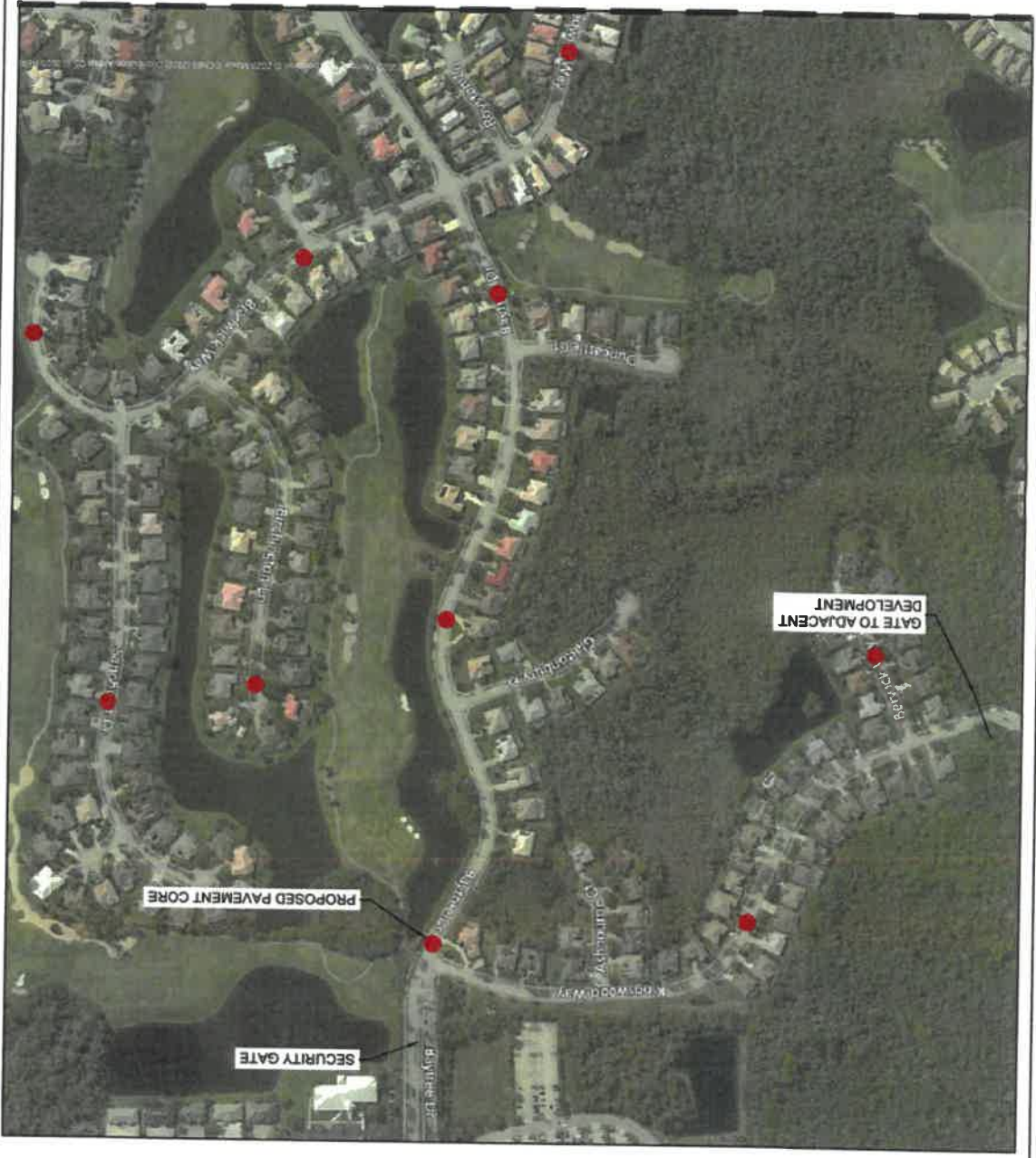


BAYTREE CDD
PROPOSED PAVEMENT CORES
MELBOURNE, FL
8/24/2020

SHEET 1 OF 3
0' 300' 600'



MATCHLINE - SEE SHEET 2





BAYTREE CDD
PROPOSED PAVEMENT CORES
MELBOURNE, FL
8/24/2020

SHEET 2 OF 3





BAYTREE CDD
PROPOSED PAVEMENT CORES
MELBOURNE, FL

8/24/2020

SHEET 3 OF 3



MATCHLINE - SEE SHEET 2



PROFESSIONAL SERVICES AGREEMENT GEOTECHNICAL ENGINEERING SERVICES

Proposal No.: 10299G

Proposal Date: September 9, 2020

Project Name: BAYTREE CDD

Project Location: Brevard County, Florida

Type of Services: Lump Sum Fee: \$13,500.00

Both parties warrant and represent that they have full authority to execute this agreement. Both parties have accepted the terms and conditions as presented in the Proposal and as stated in this Professional Services Agreement.

Accepted this _____ day of _____, 2020

Geotechnical and Environmental Consultants, Inc. (GEC)

By: _____

Signature

Gary L. Kuhns, P.E.

Printed Name

President

Title

Client

By: _____

Signature

Printed Name

Title

TERMS AND CONDITIONS

- PAYMENT TERMS:** Unless otherwise specified in the proposal, invoice payments are due within 10 days of date of invoice. GEC reserves the right to stop work on any project, when any invoice becomes past due, until Client's account is current. Past due invoices will be subject to a service charge of 1.5% per month. Should it become necessary for GEC to retain the services of legal counsel or a collection agency to collect past due accounts, Client agrees to bear all costs of collection, including but not limited to reasonable Attorney's Fees, Court Costs, Filing Fees, and agrees to a non-jury trial in Orange County, Florida.
- OBLIGATION TO PAY:** GEC does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for GEC's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
- STANDARD OF CARE:** GEC will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality at the same time under similar conditions. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports.
- LIMITATION OF LIABILITY:** GEC's liability for damages due to an error, omission, or other professional negligence will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event Client does not wish to limit our professional liability to this sum, GEC agrees to increase this limitation to a maximum of \$500,000 upon receiving Client's written request and agreement by Client to pay additional consideration of 5% of our total fee or \$500.00 whichever is greater.
- INDEMNIFICATION:** Client shall indemnify and hold GEC harmless for any losses or damages caused by the negligent acts of Client or other consultants employed by Client. GEC shall indemnify and hold Client harmless for any losses or damages to the extent caused by the negligent acts of GEC, subject to the limitations in paragraph 4.
- THIRD PARTY RELIANCE:** The services under this agreement are being performed for the Client's exclusive use. GEC assumes no responsibility for third party use of or reliance on GEC's findings, opinions, conclusions, or recommendations unless such use or reliance is authorized in writing by GEC.
- DISCLOSURES BY CLIENT:** Client shall provide GEC all information that is known or suspected by Client which may be reasonably necessary for completion of the services to be performed by GEC. Such information includes records of environmental assessment activities undertaken at the project site, locations of buried utilities, and any hazardous substances known or suspected to exist on site or adjacent property prior to the commencement of services on a

project, or at any time thereafter when new information becomes available to the Client. Client shall provide prompt, full and complete disclosure to GEC of information that could pose potential hazardous conditions or risk to the health or safety of GEC's employees, agents, and subcontractors.

8. **RIGHT OF ENTRY:** Client grants to GEC right of entry to the project site by GEC, its employees, agents, and subcontractors in order to perform the services under this agreement. If Client does not own the project site, Client warrants and represents to GEC that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to GEC.

Reasonable precautions shall be taken by GEC to minimize damage to the project site from GEC's activities and use of equipment. Client recognizes that the performance of the services included in this agreement will cause alteration and damage to the site. Client accepts the fact that this is inherent in the work and will not look to GEC for reimbursement or hold GEC liable or responsible for any alteration or damage required to perform our scope of work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage.

9. **UNANTICIPATED HAZARDOUS CONDITIONS:** Hazardous substances may exist at a site where there is no reason to believe that they could or should be present. GEC and the Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition and would require a renegotiation of the scope of work or termination of services. GEC and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for GEC to take immediate measures to protect health and safety. GEC agrees to notify Client as soon as practicable should unanticipated or suspected hazardous substances be encountered. Client encourages GEC to take any and all measures that, in GEC's professional opinion, are justified to preserve and protect the health and safety of GEC's personnel and the public. Client agrees to compensate GEC for the additional cost of such protective measures.
10. **HANDLING OF HAZARDOUS SAMPLES:** In the event that obtained samples or materials contain, or are suspected to contain, hazardous substances as defined by federal, state, or local criteria, GEC will, after completion of testing, (1) return such samples and materials to the Client or owner, or (2) using a hazardous materials manifest signed by the Client, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of hazardous materials. Client shall assume all potential liability as generator of the waste, including liability under CERCLA for "arranging" for the disposition of the hazardous substances.
11. **CONFIDENTIALITY:** Subject only to the exceptions set forth herein GEC agrees to maintain the confidentiality of all

information collected in the performance of the services. GEC shall release such information only to the Client or the Client's authorized representative, its employees and subcontractors in the performance of their services, or to persons designated by the Client to receive such information. GEC shall instruct its employees and subcontractors to maintain the confidentiality of the information. When required by law, rule, or canon of professional ethics, it shall be GEC's responsibility to report certain findings to the appropriate regulatory agency. Client agrees to hold GEC harmless for any damages resulting from GEC's disclosure which GEC believed to be required by law or canon of professional ethics.

12. **TERMINATION:** This agreement may be terminated by GEC or Client upon receipt of seven (7) days written notice. GEC shall be paid for services rendered to the date of termination.
13. **CORPORATE ENTITY:** The Client acknowledges that GEC is a corporation and **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, GEC IS THE SOLE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL, EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**
14. **PRIORITY OVER FORM AGREEMENTS:** Client agrees that these terms and conditions shall govern and supersede any form agreements signed by GEC and/or Client such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client as a matter of convenience without altering any of the terms or conditions herein.
15. **SURVIVAL:** All provisions of this agreement for indemnity or allocation of responsibility or liability between Client and GEC shall survive the completion of the services and the termination of this agreement.
16. **SEVERABILITY:** In the event that any provision of this agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
17. **ASSIGNMENT:** This agreement may not be assigned by either party without the prior permission of both.
18. **ENTIRE AGREEMENT:** This Agreement, including referenced Proposal, represents the entire agreement and understanding between Parties. This Agreement is to be Governed and Construed in accordance with the laws of the State of Florida, and the venue for any legal proceedings shall be Orange County, Florida.

ATTACHMENT D



MATCHLINE - SEE SHEET 2

LEGEND	
	STOP SIGN
	"SLOW - CHILDREN AT PLAY" SIGN
	SPEED LIMIT SIGN - 20-25 MPH
	SPEED HUMP



BAYTREE CDD
SPEED STUDY
MELBOURNE, FL

7/30/2020

SHEET 1 OF 3





0' 300' 600'



MATCHLINE - SEE SHEET 1



MATCHLINE - SEE SHEET 3

LEGEND	
	STOP SIGN
	"SLOW - CHILDREN AT PLAY" SIGN
	SPEED LIMIT SIGN - 20-25 MPH
	SPEED HUMP



BAYTREE CDD
SPEED STUDY
MELBOURNE, FL
7/30/2020

SHEET 2 OF 3



MATCHLINE - SEE SHEET 2



LEGEND

- * STOP SIGN
- "SLOW - CHILDREN AT PLAY" SIGN
- SPEED LIMIT SIGN - 20-25 MPH
- ▲ SPEED HUMP



BAYTREE CDD
SPEED STUDY
MELBOURNE, FL

7/30/2020

SHEET 3 OF 3



ATTACHMENT E


**BAYTREE CDD
COMMUNITY AREA
DRAINAGE PLAN**

SEAL

KEY PLAN

SCALE
1" = 20'

NORTH



NO.	DATE	BY	DESCRIPTION

DRAWN BY	LAB
APPROVED BY	RM
CHECKED BY	JJA
DATE	09/24/2020
TITLE	

**EXISTING
CONDITIONS**

PROJECT NO.	20190954
-------------	----------

SHEET NO.

1 2 3 4 5



E D C B A

SECTION 3

Baytree Community Development District
219 E Livingston St, Orlando Florida 32801

Memorandum

DATE: October 7th, 2020

TO: Jason Showe
District Manager

via email

FROM: William Viasalyers
Field Services Manager

RE: Baytree CDD Monthly Managers Report – October 7th, 2020

The following is a summary of activities related to the field operations of the Baytree Community Development District.

Lakes:

1. Ecor Aquatic contractor continues to work on the lakes addressing any issues.

Landscaping:

1. Staff continues to meet with Tropic Care every other week to do landscape inspections.
2. Tropic Care will be installing the quarterly annuals.
3. Landscaping enhancements on left and ride side of guardhouse-Updates
4. Tropic Care cleaned up foliage and removed invasive trees around tennis court area
5. Multiple irrigation issues have been resolved.
6. TropicCare installed 6 new Italian cypress at several monument locations along Baytree Dr.
7. TropicCare removed declining hedges at Saddelworth monument and replaced with new sod to enhance monument area

Pool:

1. The pool area is being maintained with no current issues

2. Staff worked on installing new bulletin board at pool area
3. Staff installed new sanitary sign and stations in the ladies stalls
4. Staff installed please close umbrellas after use signs on 2 pool tables
5. Replacement of the sliding glass doors at the guardhouse-Discussion
6. Replacing laminate flooring in guardhouse-Discussion

Other:

1. Staff drained entrance fountain and sprayed entire basin to remove build up and refilled fountain
2. Baytree entrance column bands have been retiled on both sides and entrance area
3. Staff worked with Modern Cameras to replace damaged guardhouse camera

Should you have any questions please call me at 407-451-4047

Respectfully,

William Viasalyers



321-802-9517

Brevard Window & Doors Inc..

Estimate No: 2990
Date: 08/21/2020
For: Baytree CDD
wviasalyers@gmscfl.com
201 Baytree Dr
Melbourne, FL, 32940

Estimate

Brevard Window & Doors Inc.,
203 East New Haven
Melbourne, Florida 32901
brevardwindowdoors@gmail.com
321-802-9517
321-802-9517 OFFICE

Description	Quantity	Rate	Amount
9700 Guardian Impact Multi Slider Door 72 x 79.5	2	\$3,555.00	\$7,110.00
Color: Bronze/White, Gas Filled, Soft E Pkg			
	Subtotal		\$7,110.00
	Total		\$7,110.00
Total			\$7,110.00

Comments

The pricing provided on this estimate is good for 30 days.

50% Deposit required to order all materials and schedule job.

This estimate does not include pricing for any stucco, trim or painting that might be needed.

Thank you for the opportunity to do business with you!

Brevard Window & Doors Inc..

Client's signature

ESTIMATE

A Better Renovations Inc.
Estimate #83

\$7,200.00

AWAITING APPROVAL

Approve estimate

A Better Renovations Inc.
Estimate #83

Bill to:

Melvin Mills
8200 Compton Way
Melbourne, FL, 32940
gmmills@cfl.rr.com

Date: Sep 20, 2020

Download estimate PDF

Description / Qty / Rate

Amount

• Baytree front guard gate:

\$7,200.00

Remove and replace (2) sliding glass doors

Door product: CWS 8800 series white pvc impact sliding doors, low e insulated impact glass, no grids or screen

Provide permitting

Subtotal	\$7,200.00
0%	\$0.00
Total	\$7,200.00

Total	\$7,200.00
--------------	-------------------

English (United States) ▾

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861 Kings Post Rd
Rockledge, FL, 32955
abr777@cfl.rr.com
321-749-3010

A Better Renovations Inc.

Estimate

For: Melvin Mills
gmills@cfl.rr.com
8200 Compton Way
Melbourne, FL, 32940

Estimate No: 84
Date: 09/20/2020

Description	Amount
• Baytree front guard gate:	\$700.00
Install vinyl core plank flooring over existing floor	
Install shoe molding trim around baseboard perimeter	
Remove and reset toilet	
• Flooring material allowance	\$600.00
Based on purchasing from Prosource @ \$3.50 a square foot and shipping charge	
Subtotal	\$1,300.00
0%	\$0.00
Total	\$1,300.00

Total	\$1,300.00
-------	------------

SECTION VI

SECTION A

Baytree

Community Development District

Summary of Check Register

July 28, 2020 to September 29, 2020

Fund	Date	Check No.'s	Amount
General Fund - Wells Fargo	9/1/20	53739	\$ 77,000.00
	9/29/20	53741*	\$ 1,911.67
			\$ 78,911.67
General Fund - Sun Trust	7/30/20	7 - 10	\$ 6,672.55
	8/7/20	11	\$ 3,687.90
	8/13/20	12 - 15	\$ 9,778.77
	8/28/20	16 - 24	\$ 27,665.89
	9/10/20	25	\$ 4,497.75
	9/11/20	26 - 32	\$ 10,215.44
	9/17/20	33 - 34	\$ 21,032.24
	9/25/20	35 - 41	\$ 35,313.48
			\$ 118,864.02
Capital Projects Fund	8/13/20	108	\$ 450.00
			\$ 450.00
Payroll	<u>August 2020</u>		
	Carolyn E. Witcher	50468	\$ 184.70
	Gilbert M. Mills Jr.	50469	\$ 184.70
	Jerome S. Darby	50470	\$ 184.70
	Richard C Bosseler	50471	\$ 184.70
	Richard L. Brown	50472	\$ 184.70
			\$ 923.50
			\$ 199,149.19

*Check #53740 was voided

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/30/20 00004		6/30/20 163339	202006	310-51300-31500				BOARD MTG/CORRES/PREPARE	*	2,110.00	
7/30/20 00200		7/29/20 1822306	202007	320-53800-34500				BILLING, COCHRAN, LYLES, MAURO&RAMSEY	*	3,264.24	2,110.00 000007
				SECURITY 07/23-07/29/20							
7/30/20 00010		7/07/20 1059285	202006	320-53800-41100				DOTHAN SECURITY INC	*	1,233.12	3,264.24 000008
				GATE REPLACEMENT 06/29/20							
7/30/20 00225		7/24/20 9859676	202007	320-53800-43300				FLORIDA DOOR CONTROL OF ORLANDO INC	*	31.51	1,233.12 000009
				TRASH REMOVAL - JUL20							
7/24/20 9859676		202007	300-15500-10000						*	33.68	
				TRASH REMOVAL - AUG20							
8/07/20 00021		8/01/20 380	202008	310-51300-34000				WASTE MANAGEMENT CORPORATE SERVICES	*	65.19	000010
				MANAGEMENT FEE-AUGUST2020							
8/01/20 380		202008	310-51300-35100						*	133.33	
8/01/20 380		202008	310-51300-51000						*	22.92	
8/01/20 380		202008	310-51300-42000						*	7.20	
8/01/20 380		202008	310-51300-42500						*	112.95	
				COPIES							
8/13/20 00193		8/01/20 15800179	202008	320-53800-46200				GOVERNMENTAL MANAGEMENT SERVICES	*	3,687.90	000011
				POOL JANITORIAL - AUG20						431.00	
8/13/20 00200		8/05/20 1822354	202008	320-53800-34500				COVERALL NORTH AMERICA, INC DBA	*	3,264.24	431.00 000012
				SECURITY 07/30-08/05/20							
8/12/20 1822371		202008	320-53800-34500						*	3,264.24	
				SECURITY 08/06-08/12/20							
8/13/20 00008		8/04/20 7-084-50	202007	310-51300-42000				DOTHAN SECURITY INC	*	140.19	6,528.48 000013
				DELIVERIES 07/30/20							
8/13/20 00021		8/01/20 381	202008	320-53800-34000				FEDEX	*	2,320.75	140.19 000014
				FIELD MANAGEMENT - AUG20							

AP300R

*** CHECK DATES 07/28/2020 - 09/29/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/29/20 PAGE 3

BAYTREE GENERAL FUND
BANK F BAYTREE CDD-GF SUN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	.....EXPENSED TO..... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/01/20	381	202008 320-53800-51100	USPS/HOME DEPOT/BATTERIES			*	358.35	
8/28/20	00019	8/01/20 2242	202008 320-53800-46200		GOVERNMENTAL MANAGEMENT SERVICES	*		2,679.10 000015
			POOL MAINTENANCE - AUG20			*	625.00	
8/28/20	00226	8/12/20 081220	202008 320-53800-47600		BEACH POOL SERVICE	*	950.00	625.00 000016
			BACK GATE MONUMENT SIGN			*		
8/28/20	00224	8/24/20 1863820	202007 310-51300-31100		COCOA HANDYMAN INC	*	3,310.00	950.00 000017
			GEN ENGINEER SRVC - JUL20			*		
8/28/20	00200	8/19/20 1822384	202008 320-53800-34500		DEWBERRY ENGINEERS, INC	*		3,310.00 000018
			SECURITY 08/13-08/19/20			*	3,264.24	
8/26/20	1822403	202008 320-53800-34500	SECURITY 08/20-08/26/20			*	3,264.24	
8/28/20	00039	7/08/20 378063	202007 320-53800-47000		DOTHAN SECURITY INC	*		6,528.48 000019
			AQUATIC WEED CNTRL-JUL20			*	2,540.00	
7/28/20	381791	202007 320-53800-47000	CUTTING/REMOVAL IN WTLAND			*	800.00	
7/30/20	378064	202007 320-53800-47000	NATURAL AREAS MGMT-JUL20			*	550.00	
8/28/20	00008	8/18/20 7-097-16	202007 310-51300-42000		ECOR INDUSTRIES	*		3,890.00 000020
			DELIVERY 07/30/20			*	21.15	
8/28/20	00023	7/31/20 00034511	202007 310-51300-48000		FEDEX	*		21.15 000021
			BOS MTG/FY21 BUDGET 07/15			*	770.26	
8/28/20	00021	8/14/20 382	202008 320-53800-49000		FLORIDA TODAY	*		770.26 000022
			REMOVAL/STORAGE BOARDERS			*	350.00	
8/28/20	00016	7/20/20 42511	202007 320-53800-47400		GOVERNMENTAL MANAGEMENT SERVICES	*		350.00 000023
			IRRIGATION REPAIR TIMER 3			*	225.00	
7/28/20	42585	202007 320-53800-47200	REPLACE SOD-CONSERVATION			*	2,205.00	

BAYT --BAYTREE-- MBYINGTON

AP300R
 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/29/20
 *** CHECK DATES 07/28/2020 - 09/29/2020 ***
 BAYTREE GENERAL FUND
 PAGE 4

....CHECK.....
AMOUNT #

WASTE MANAGEMENT CORPORATE SERVICES	33.68 000032
BAYT --BAYTREE--	
MBYINGTON	

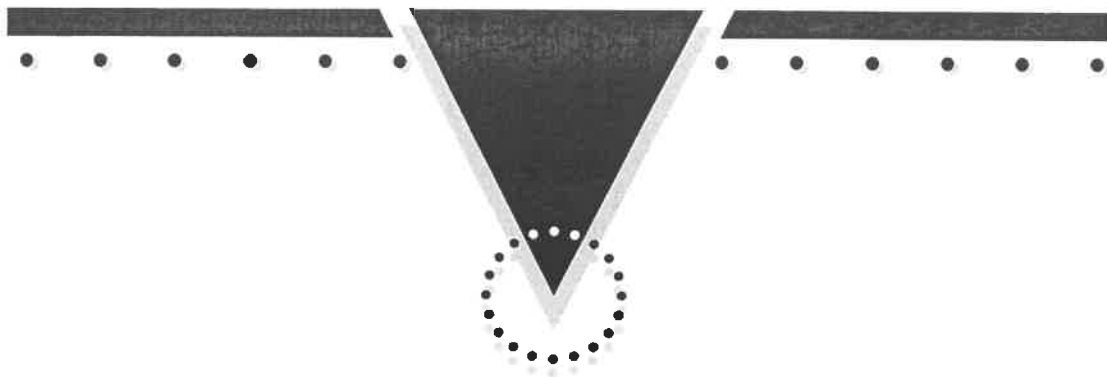
CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO... DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/17/20	00085	8/31/20	11517	202009	300-15500-10000				*	6,299.00	
			FY21	PROPERTY INSURANCE							
8/31/20	11517	202009	300-15500-10000						*	4,659.00	
			FY21	GEN LIABILITY INSRNC							
8/31/20	11517	202009	300-15500-10000						*	3,675.00	
			FY21	PUBLIC OFF. INSURANCE							
EGIS INSURANCE ADVISORS, LLC.											
9/01/20	00021	9/01/20	383	202009	310-51300-34000				*	3,411.50	14,633.00 000033
				MANAGEMENT FEES - SEP20							
9/01/20	383	202009	310-51300-35100						*	133.33	
				TECHNOLOGY FEES - SEP20							
9/01/20	383	202009	310-51300-51000						*	.21	
				OFFICE SUPPLIES							
9/01/20	383	202009	310-51300-42000						*	3.50	
				POSTAGE							
9/01/20	383	202009	310-51300-42500						*	53.10	
				COPIES							
9/01/20	384	202009	320-53800-34000						*	2,320.75	
				FIELD MANAGEMENT - SEP20							
9/01/20	384	202009	320-53800-51100						*	476.85	
				PROSOURCE/HOME DEPOT/ACE							
GOVERNMENTAL MANAGEMENT SERVICES											
9/16/20	00227	5/16/20	1651	201912	310-51300-35100				*	2,750.00	6,399.24 000034
				WEBSITE ADA COMPLIANCE							
VGLOBALTECH											
9/17/20	00224	9/17/20	1874605	202008	310-51300-31100				*	2,855.00	2,750.00 000035
				GEN ENGINEER SVC 8/20							
9/17/20	1881606	202008	310-51300-31100						*	1,475.00	
				GEN ENGINEER SVC 8/20							
9/17/20	1881608	202008	310-51300-31100						*	900.00	
				GEN ENGINEER SVCS 8/20							
9/17/20	1881610	202008	310-51300-31100						*	1,565.00	
				GEN ENGINEER SVCS 8/20							
DEWBERRY ENGINEERS, INC											
9/16/20	00200	9/16/20	1822480	202009	320-53800-34500				*	3,264.24	6,795.00 000036
				SECURITY 9/10-9/19							
9/23/20	1822498	202009	320-53800-34500						*	3,264.24	
				SECURITY 9/17-9/23							
DOTHAN SECURITY INC											
8/06/20	00039	8/06/20	380021	202008	320-53800-47000				*	2,540.00	6,528.48 000037
				AQUATIC WEED CNTRL-AUG20							
ECOR INDUSTRIES											
											2,540.00 000038

CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT
9/25/20	00021	9/15/20 385	202009	320-53800-49100						SIDEWALK GRINDING 9/9/20	*	450.00	
9/15/20	386	202009	300-15500-10000							FY21 ASSESSMENT ROLL CERT	*	7,500.00	
GOVERNMENTAL MANAGEMENT SERVICES													
9/25/20	00196	8/17/20 05865	202008	320-53800-41100						SECURITY EQUIP INSTALL	*	1,000.00	7,950.00 000039
MODERN SECURITY SYSTEMS LLC													
9/25/20	00016	9/03/20 42767	202009	320-53800-47300						LAWN SERVICE SEPT 20	*	7,750.00	1,000.00 000040
TROPIC-CARE OF FLORIDA, INC.													
												7,750.00	000041
TOTAL FOR BANK F												118,864.02	
TOTAL FOR REGISTER												197,775.69	

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	PAGE	1
8/13/20	00032	7/27/20	379	202007	600-53800-46200			SIDEWALK REPLACEMENT	*	450.00			
GOVERNMENTAL MANAGEMENT SERVICES										450.00	000108		
TOTAL FOR BANK B										450.00			
TOTAL FOR REGISTER										450.00			

BAYT --BAYTREE--
 MBYINGTON

SECTION B



Baytree

Community Development District

Unaudited Financial Reporting
August 31, 2020



Table of Contents

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

Baytree
Community Development District
Combined Balance Sheet
August 31, 2020

	General Fund	Capital Projects Fund	Totals (Memorandum Only) FY20
<u>Assets:</u>			
<u>Cash:</u>			
Wells Fargo	\$79,963	---	\$79,963
SunTrust	\$85,296	---	\$85,296
SunTrust - Capital Reserves	---	\$32,300	\$32,300
SunTrust - Pavement Management	---	\$278,772	\$278,772
Regions - Community Beautification	---	\$12,934	\$12,934
<u>Investments:</u>			
Custody	\$1,030	---	\$1,030
Total Assets	<u>\$166,289</u>	<u>\$324,007</u>	<u>\$490,295</u>
<u>Liabilities:</u>			
Accounts Payable	\$8,321	\$0	\$8,321
<u>Fund Balances:</u>			
Assigned	---	\$32,300	\$32,300
Assigned	---	\$278,772	\$278,772
Assigned	---	\$12,934	\$12,934
Unassigned	\$157,967	---	\$157,967
Total Liabilities and Fund Equity & Other Credits	<u>\$166,289</u>	<u>\$324,007</u>	<u>\$490,295</u>

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2020

	Adopted Budget	Prorated Budget Thru 08/31/20	Actual Thru 08/31/20	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$853,142	\$853,142	\$839,633	(\$13,509)
Interest Income	\$0	\$0	\$6	\$5
Miscellaneous Income (IOB Cost Share Agreement)	\$40,223	\$20,112	\$30,758	\$10,646
Miscellaneous Income	\$8,000	\$7,333	\$4,710	(\$2,624)
Total Revenues	\$901,365	\$880,587	\$875,107	(\$5,481)
<u>Expenditures:</u>				
<u>Administrative</u>				
Supervisor Fees	\$8,000	\$7,333	\$6,400	\$933
FICA Expense	\$612	\$561	\$490	\$71
Engineering	\$25,000	\$25,000	\$40,913	(\$15,913)
Assessment Administration	\$7,500	\$7,500	\$7,500	\$0
Attorney Fees	\$17,750	\$17,750	\$21,055	(\$3,305)
Annual Audit	\$3,400	\$3,400	\$3,185	\$215
Management Fees	\$40,938	\$37,527	\$37,527	\$0
Information Technology	\$5,300	\$4,858	\$1,467	\$3,392
Telephone	\$150	\$138	\$0	\$138
Postage	\$1,500	\$1,375	\$1,110	\$265
Insurance	\$13,970	\$13,970	\$13,665	\$305
Tax Collector Fee	\$13,980	\$0	\$0	\$0
Printing & Binding	\$1,700	\$1,558	\$746	\$813
Legal Advertising	\$1,200	\$1,200	\$2,547	(\$1,347)
Other Current Charges	\$1,700	\$1,558	\$610	\$948
Office Supplies	\$200	\$183	\$124	\$59
Property Taxes	\$250	\$250	\$248	\$2
Property Appraiser	\$234	\$234	\$234	\$0
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$143,559	\$124,571	\$137,995	(\$13,424)

Baytree
Community Development District
General Fund
Statement of Revenues & Expenditures
For The Period Ending August 31, 2020

	Adopted Budget	Prorated Budget Thru 08/31/20	Actual Thru 08/31/20	Variance
<u>Operation and Maintenance</u>				
Security Contract	\$172,306	\$157,947	\$154,732	\$3,215
Security - Speed Control	\$5,000	\$4,583	\$0	\$4,583
Gate Maintenance Contract	\$1,200	\$1,200	\$1,100	\$100
Maintenance - Gate House	\$10,000	\$9,167	\$8,193	\$973
Telephone/Internet - Gate House/Pool	\$11,000	\$10,083	\$13,514	(\$3,430)
Transponders	\$4,500	\$4,500	\$5,030	(\$530)
Field Management Fees	\$27,849	\$25,528	\$25,528	\$0
Electric	\$55,000	\$50,417	\$44,379	\$6,038
Water & Sewer	\$10,460	\$9,588	\$9,403	\$185
Gas	\$7,800	\$7,150	\$5,993	\$1,157
Trash Removal	\$0	\$0	\$65	(\$65)
Maintenance - Lakes	\$32,600	\$29,883	\$31,810	(\$1,927)
Maintenance - Landscape Contract	\$94,536	\$86,658	\$86,384	\$274
Maintenance - Additional Landscape	\$15,000	\$15,000	\$17,597	(\$2,597)
Maintenance - Pool	\$17,000	\$17,000	\$21,091	(\$4,091)
Maintenance - Irrigation	\$11,000	\$10,083	\$5,718	\$4,365
Maintenance - Lighting	\$15,000	\$13,750	\$777	\$12,973
Maintenance - Monuments	\$6,000	\$5,500	\$965	\$4,536
Maintenance - Fountain	\$700	\$642	\$562	\$79
Maintenance - Other Field (R&M General)	\$6,000	\$5,500	\$5,393	\$107
Maintenance - Tennis Court Area	\$0	\$0	\$230	(\$230)
Maintenance - Recreation	\$1,500	\$1,375	\$0	\$1,375
Holiday Landscape Lighting	\$10,000	\$10,000	\$9,098	\$902
Operating Supplies	\$750	\$750	\$1,412	(\$662)
Sidewalk/Curb Cleaning	\$11,000	\$10,083	\$1,950	\$8,133
Miscellaneous	\$1,000	\$917	\$592	\$325
Total Operation and Maintenance	\$527,201	\$487,305	\$451,517	\$35,788
<u>Reserves</u>				
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
Total Reserves	\$230,605	\$209,402	\$209,402	\$0
Total Expenditures	\$901,365		\$798,914	
Excess Revenues (Expenditures)	(\$0)		\$76,193	
Fund Balance - Beginning	\$0		\$81,774	
Fund Balance - Ending	\$0		\$157,967	

Baytree
Community Development District
Capital Reserves Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2020

	Adopted Budget	Prorated Budget Thru 08/31/20	Actual Thru 08/31/20	Variance
<u>Revenues:</u>				
Transfer In	\$68,901	\$68,901	\$68,901	\$0
Paving Contributions	\$0	\$0	\$28,000	(\$28,000)
Interest Income	\$100	\$92	\$13	(\$78)
Total Revenues	\$69,001	\$68,993	\$96,914	(\$28,078)
<u>Expenditures:</u>				
Lake Bank Restoration	\$30,000	\$27,500	\$0	\$27,500
Sidewalk/Gutter Repair	\$13,500	\$13,500	\$16,162	(\$2,662)
Drainage Maintenance	\$6,500	\$5,958	\$1,275	\$4,683
Curb - Tree Trimming/Replacements	\$6,500	\$5,958	\$3,950	\$2,008
Playground Replacement	\$21,400	\$19,617	\$9,629	\$9,988
Landscaping	\$0	\$0	\$7,800	(\$7,800)
Landscape Lighting	\$0	\$0	\$4,532	(\$4,532)
Pool Refurbishing	\$0	\$0	\$23,320	(\$23,320)
Pool Heater Replacement	\$4,200	\$4,200	\$3,928	\$272
Pavillion Parking	\$0	\$0	\$43,899	(\$43,899)
Bank Fees	\$0	\$0	\$75	(\$75)
Capital Outlay	\$0	\$0	\$19,030	(\$19,030)
Total Expenditures	\$82,100	\$76,733	\$133,600	(\$56,866)
Excess Revenues (Expenditures)	(\$13,099)		(\$36,685)	
Fund Balance - Beginning	\$13,268		\$68,986	
Fund Balance - Ending	\$169		\$32,300	

Baytree
Community Development District
Pavement Management Fund
Summary of Revenues & Expenditures
For The Period Ending August 31, 2020

	Adopted Budget	Prorated Budget Thru 08/31/20	Actual Thru 08/31/20	Variance
<u>Revenues:</u>				
Transfer In - Baytree	\$71,783	\$71,783	\$71,783	\$0
Transfer In - IOB	\$23,453	\$23,453	\$23,453	\$0
Interest Income	\$75	\$69	\$62	(\$7)
Total Revenues	\$95,312	\$95,305	\$95,298	(\$7)
<u>Expenditures:</u>				
Roadway Paving	\$0	\$0	\$39,165	(\$39,165)
Total Expenditures	\$0	\$0	\$39,165	(\$39,165)
Excess Revenues (Expenditures)	\$95,312		\$56,133	
Fund Balance - Beginning	\$222,635		\$222,640	
Fund Balance - Ending	\$317,947		\$278,772	

Baytree
Community Development District
Community Beautification
Summary of Revenues & Expenditures
For The Period Ending August 31, 2020

	Adopted Budget	Prorated Budget Thru 08/31/20	Actual Thru 08/31/20	Variance
<u>Revenues:</u>				
Transfer In	\$45,265	\$45,265	\$45,265	\$0
Total Revenues	\$45,265	\$45,265	\$45,265	\$0
<u>Expenditures:</u>				
Bank Fees	\$150	\$150	\$150	\$0
Beautification Projects	\$45,000	\$41,250	\$33,900	\$7,350
Contingency	\$0	\$0	\$175	(\$175)
Total Expenditures	\$45,150	\$41,400	\$34,225	\$7,175
Excess Revenues (Expenditures)	\$115		\$11,040	
Fund Balance - Beginning	\$1,281		\$1,894	
Fund Balance - Ending	\$1,396		\$12,934	

Baytree Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$0	\$468,942	\$284,500	\$20,597	\$25,760	\$5,467	\$10,652	\$8,014	\$15,702	\$0	\$0	\$0	\$839,633
Interest Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$6
Miscellaneous Income (IOB Cost Share Agreement)	\$0	\$0	\$0	\$0	\$10,646	\$0	\$0	\$10,056	\$0	\$0	\$10,056	\$0	\$6
Miscellaneous Income	\$440	\$540	\$310	\$304	\$740	\$300	\$240	\$64	\$472	\$995	\$307	\$0	\$30,758
													\$4,710
Total Revenues	\$440	\$469,482	\$284,809	\$20,901	\$37,146	\$5,767	\$10,892	\$18,134	\$16,174	\$999	\$10,363	\$0	\$875,107
Expenditures:													
Administrative													
Supervisor Fees	\$800	\$0	\$800	\$0	\$1,000	\$0	\$0	\$1,000	\$1,000	\$800	\$1,000	\$0	\$6,400
FICA Expense	\$61	\$0	\$61	\$0	\$77	\$0	\$0	\$77	\$77	\$61	\$77	\$0	\$490
Engineering	\$5,458	\$9,058	\$4,684	\$9,298	\$3,219	\$638	\$860	\$1,585	\$2,805	\$3,310	\$0	\$0	\$40,913
Attorney Fees	\$4,343	\$900	\$2,610	\$1,080	\$2,160	\$1,463	\$1,688	\$3,443	\$2,110	\$1,260	\$0	\$0	\$21,055
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	\$3,185	\$0	\$0	\$0	\$0	\$3,185
Management Fees	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$3,412	\$0	\$37,527
Information Technology	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$0	\$1,467
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$9	\$264	\$32	\$179	\$0	\$9	\$140	\$227	\$48	\$194	\$7	\$0	\$1,110
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	\$97	\$58	\$8	\$113	\$0	\$746
Legal Advertising	\$0	\$171	\$0	\$0	\$0	\$596	\$343	\$492	\$174	\$770	\$0	\$0	\$2,547
Other Current Charges	\$65	\$51	\$111	\$50	\$50	\$63	\$47	\$47	\$45	\$50	\$32	\$0	\$610
Office Supplies	\$23	\$1	\$23	\$25	\$0	\$1	\$1	\$13	\$13	\$2	\$23	\$0	\$124
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
Total Administrative	\$36,025	\$14,292	\$11,969	\$14,268	\$10,049	\$6,347	\$6,664	\$13,709	\$9,874	\$9,999	\$4,796	\$0	\$137,995

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	\$16,554	\$13,057	\$10,026	\$16,321	\$0	\$154,732
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	\$0	\$443	\$60	\$871	\$646	\$1,574	\$917	\$1,293	\$0	\$618	\$0	\$8,193
Telephone/Internet - Gate House/Pool	\$783	\$813	\$1,216	\$1,224	\$1,218	\$1,220	\$1,359	\$1,516	\$1,358	\$1,381	\$1,425	\$0	\$13,514
Transponders	\$0	\$5,030	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,030
Field Management Fees	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$2,321	\$0	\$25,578
Electric	\$4,047	\$3,959	\$3,830	\$4,694	\$3,941	\$4,008	\$3,978	\$3,816	\$4,002	\$4,103	\$4,003	\$0	\$44,379
Water & Sewer	\$931	\$731	\$473	\$1,273	\$1,180	\$675	\$949	\$587	\$658	\$970	\$976	\$0	\$9,403
Gas	\$35	\$36	\$1,054	\$1,181	\$1,446	\$1,086	\$467	\$437	\$186	\$65	\$0	\$0	\$5,993
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32	\$34	\$0	\$65
Maintenance - Lakes	\$2,540	\$3,020	\$2,540	\$3,020	\$2,540	\$3,020	\$2,690	\$3,020	\$2,990	\$3,890	\$2,540	\$0	\$31,810
Maintenance - Landscape Contract	\$8,128	\$8,128	\$8,128	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$7,750	\$0	\$86,384
Maintenance - Additional Landscape	\$3,000	\$0	\$5,100	\$0	\$330	\$225	\$0	\$3,000	\$3,150	\$2,205	\$567	\$0	\$17,597
Maintenance - Pool	\$6,623	\$1,434	\$1,503	\$1,279	\$2,281	\$1,056	\$1,380	\$1,881	\$1,056	\$1,542	\$1,056	\$0	\$21,091
Maintenance - Irrigation	\$2,493	\$0	\$270	\$225	\$564	\$407	\$160	\$900	\$0	\$600	\$99	\$0	\$5,718
Maintenance - Lighting	\$0	\$0	\$0	\$0	\$0	\$332	\$0	\$0	\$17	\$0	\$0	\$0	\$777
Maintenance - Monuments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15	\$0	\$0	\$950	\$0	\$965
Maintenance - Fountain	\$0	\$37	\$175	\$0	\$0	\$175	\$0	\$0	\$175	\$0	\$0	\$0	\$562
Maintenance - Other Field (R&M General)	\$174	\$89	\$89	\$157	\$729	\$89	\$0	\$0	\$3,716	\$0	\$350	\$0	\$5,993
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	\$208	\$0	\$248	\$358	\$0	\$1,412
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
Total Field	\$45,999	\$40,784	\$53,287	\$36,978	\$38,292	\$41,039	\$35,989	\$42,920	\$41,728	\$35,132	\$39,368	\$0	\$451,517
Reserves:													
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 IOB 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
Total Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$209,402	\$0	\$0	\$0	\$0	\$0	\$209,402
Total Expenditures	\$82,025	\$55,077	\$65,256	\$51,246	\$48,341	\$47,386	\$252,054	\$56,630	\$51,603	\$45,131	\$44,164	\$0	\$798,914
Excess Revenues (Expenditures)	(\$81,585)	\$414,405	\$219,553	(\$30,345)	(\$11,196)	(\$41,619)	(\$241,163)	(\$38,496)	(\$35,429)	(\$44,132)	(\$33,802)	\$0	\$76,193

**BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2020

TAX COLLECTOR

Gross Assessments \$ 888,832
Net Assessments \$ 853,279

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Commission	Interest Income	Net Amount Received
11/6/19	ACH	\$ 12,258.44	\$ 587.36	\$ 234.36	\$ 46.85	\$ 11,483.57
11/20/19	ACH	\$ 486,244.86	\$ 19,450.37	\$ 9,335.89	\$ -	\$ 457,458.60
12/4/19	ACH	\$ 228,045.07	\$ 9,122.04	\$ 4,378.46	\$ -	\$ 214,544.57
12/17/19	ACH	\$ 74,185.30	\$ 2,802.54	\$ 1,427.65	\$ -	\$ 69,955.11
1/6/20	ACH	\$ 21,667.61	\$ 650.03	\$ 420.36	\$ -	\$ 20,597.22
2/4/20	ACH	\$ -	\$ -	\$ -	\$ 482.11	\$ 482.11
2/5/20	ACH	\$ 26,385.38	\$ 591.48	\$ 516.40	\$ -	\$ 25,277.50
3/4/20	ACH	\$ 5,654.01	\$ 75.39	\$ 111.57	\$ -	\$ 5,467.05
4/6/20	ACH	\$ 10,827.51	\$ 1.00	\$ 216.55	\$ -	\$ 10,609.96
4/23/20	ACH	\$ -	\$ -	\$ -	\$ 41.64	\$ 41.64
5/8/20	ACH	\$ 8,007.74	\$ -	\$ 163.55	\$ 169.62	\$ 8,013.81
6/4/20	ACH	\$ 5,654.01	\$ -	\$ 116.47	\$ 169.62	\$ 5,707.16
6/12/20	ACH	\$ 9,901.93	\$ -	\$ 203.98	\$ 297.06	\$ 9,995.01
Totals		\$ 888,831.86	\$ 33,280.21	\$ 17,125.24	\$ 1,206.90	\$ 839,633.31