

*Baytree Community  
Development District*

*Agenda*

*April 7, 2021*

# AGENDA



# *Baytree*

## *Community Development District*

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219 E. Livingston Street, Orlando, FL 32801

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

March 31, 2021

Board of Supervisors  
Baytree Community  
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, April 7, 2021 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. Engineer's Report
  - A. Discussion of Memo Traffic Calming
3. Community Updates
  - A. Security
  - B. BCA
  - C. Isles of Baytree
4. Consent Agenda
  - A. Approval of Minutes of the February 3, 2021 Meeting and March 9, 2021 Workshop Meeting
  - B. Consideration of Additional Bench in Balmoral Park
5. Agenda
  - A. Consideration of Resolution 2021-03 Approving the Proposed Fiscal Year 2022 Budget and Setting a Public Hearing
  - B. Discussion of Holiday Lighting Proposal
  - C. Consideration of Resolution 2021-04 Providing for the Removal and Appointment of Treasurer and Appointment of Assistant Treasurer
  - D. Discussion of BCA Funded Amenities
  - E. Ratification of E-Verify System Memorandum of Understanding
6. CDD Action Items/Staff Reports
  - A. CDD Action Items
  - B. Additional Staff Reports
    - i. Attorney
    - ii. District Manager
      1. Field Manager's Report
7. Treasurer's Report

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

The second order of business is the Engineer's Report. A copy of the report and the traffic calming memorandum will be provided under separate cover.

The third order of business is Community Updates. Section A is an update from Security, Section B is the BCA update and Section C is the Isles of Baytree update.

The fourth order of business is the Consent Agenda. Section A is the approval of the minutes of the February 3, 2021 meeting. The minutes are enclosed for your review. Section B is the consideration of the installation of an additional bench in Balmoral Park. There is no back-up material.

The fifth order of business is the Agenda. Section A is the consideration of Resolution 2021-03 approving the proposed Fiscal Year 2022 budget and setting a public hearing. Once approved, the proposed budget will be transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution and proposed budget are enclosed for your review. Section B is the discussion of the holiday lighting proposal from Holiday Lightscares. A copy of the proposal is enclosed for your review. Section C is the consideration of Resolution 2021-04 providing for the removal and appointment of Treasurer and appointment of Assistant Treasurer. A copy of the Resolution is enclosed for your review. Section D is the discussion of BCA funded amenities. This is an open discussion item. Section E is the ratification of the E-Verify System Memorandum of Understanding. A copy of the MOU is enclosed for your review.

The sixth order of business is CDD Action Items and Staff Reports. Section A is the presentation of the CDD action items enclosed for your review. Section 2 of Staff Reports is the District Manager's Report. Sub-section 1 is the presentation of the Field Manager's Report that is enclosed for your review.

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

The eighth order of business is Supervisor's Requests.

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

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

Sincerely,

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

Jason M. Showe,  
District Manager

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

## SECTION II

# SECTION A

**MEMORANDUM**

**Date:** April 1, 2021

**To:** Corrina Gumm, P.E., Traffic Operations Program Manager, Brevard County Public Works

**From:** Peter Armans, P.E. District Engineer

**Subject:** Stop Signs and Speed Humps at Baytree Community Development District

via e-mail to: corrina.gumm@brevardfl.gov

**Report:**

Dewberry Engineers (Dewberry) is submitting this Memo to Brevard County (the County) to supplement our teleconference on March 1<sup>st</sup> of 2021, during which we discussed the installation of stop signs and speed humps at the Baytree Community Development District (the CDD). We are providing this Memo to document the location of recently installed speed humps and stop signs, and to notify the County of a proposed additional speed hump. We kindly request your response with any comments or additional requirements by the County.

Dewberry conducted a field inspection of the six (6) recently installed stop signs. At each of the six (6) stop signs, Dewberry inspected size, elevation, proximity of the sign to sidewalk and curbs, and the stop bar. We concluded that the six (6) recently installed signs are in line with MUTCD and Brevard County standards (see sample photos below). Additionally, we inspected two (2) recently installed speed humps. At each speed hump site, we inspected the dimensions of the speed hump and the signs. We concluded that the two (2) recently constructed speed humps are in line with MUTCD and Brevard County standards (see sample photos below).

Example Photographs of the Recently Installed Stop Signs and Speed Humps



**Photo 1:** Old Tramway & National Dr.



**Photo 2:** Near Duncastle & Baytree Dr.



**Photo 3:** Installed Sign at the CDD

The locations of the six (6) stop signs and two (2) speed Humps are as follows:

Recently Installed Stop Signs:

1. Two signs at Bradwick & Baytree Dr.
2. Two signs at Old Tramway & National Dr.
3. Two signs at Old Tramway & Chatsworth Dr.

Recently Installed Speed Humps:

1. Near Duncastle and Baytree Dr.
2. Near Daventry and Baytree Dr.



## MEMORANDUM

Attached to this Memo is an overview map of the CDD showing all existing stop signs and speed humps (see Attachment A). Additionally, the overview map notes the location of the proposed additional speed hump. The proposed speed hump will be built in accordance with the Brevard County details. Attached as Attachment B is the design drawing for the proposed speed hump.

Please respond with any comments or questions to [Parmans@dewberry.com](mailto:Parmans@dewberry.com), and you may also contact me by phone on 321-354-9767.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Armans", written over a faint, large, diagonal "DRAFT" watermark.

Peter Armans, P.E.  
District Engineer

### Attachments:

**Attachment A:** Overview Maps of Stop Signs and Speed Humps.

**Attachment B:** Proposed Speed Hump Design Drawing.

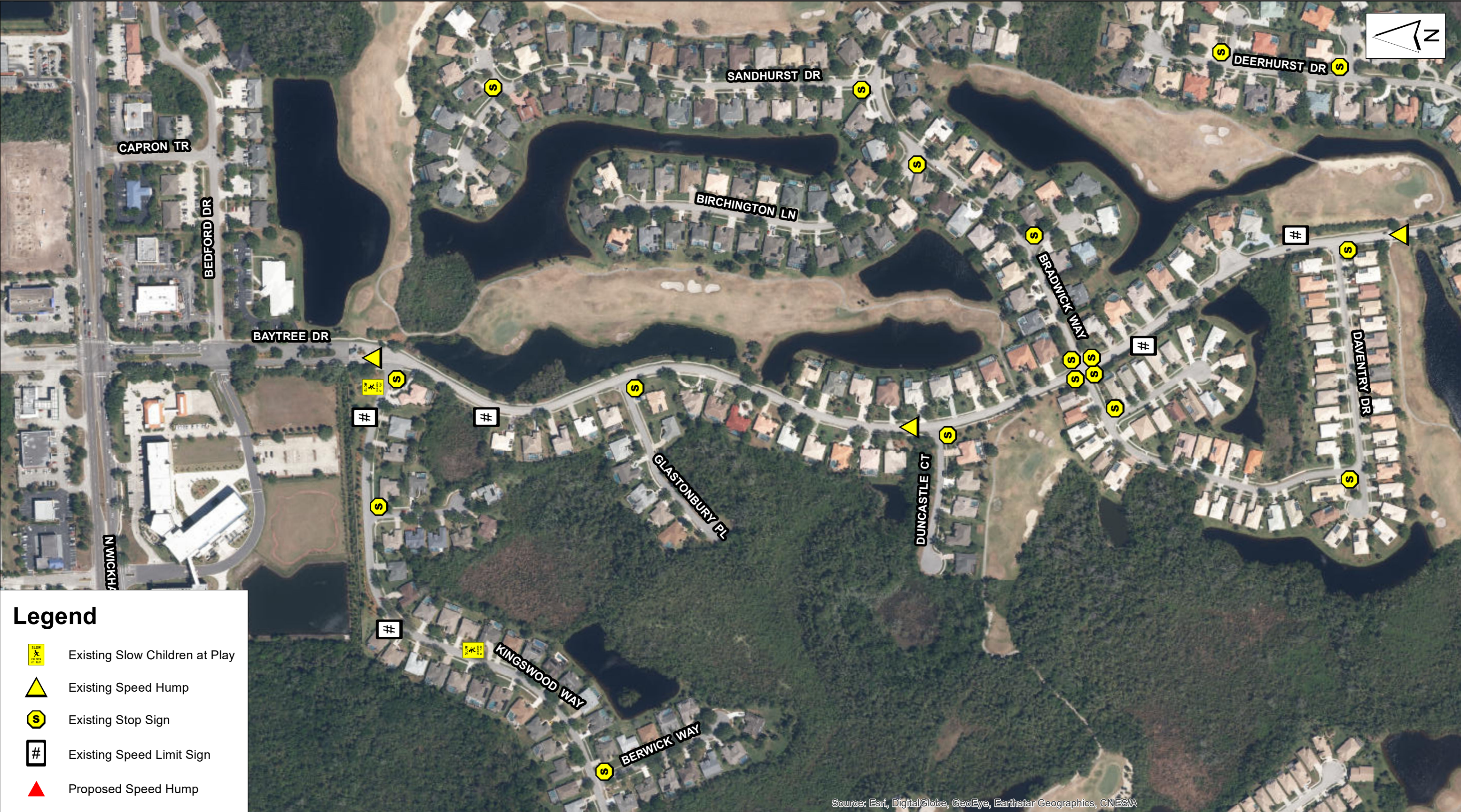
**ATTACHMENT A**

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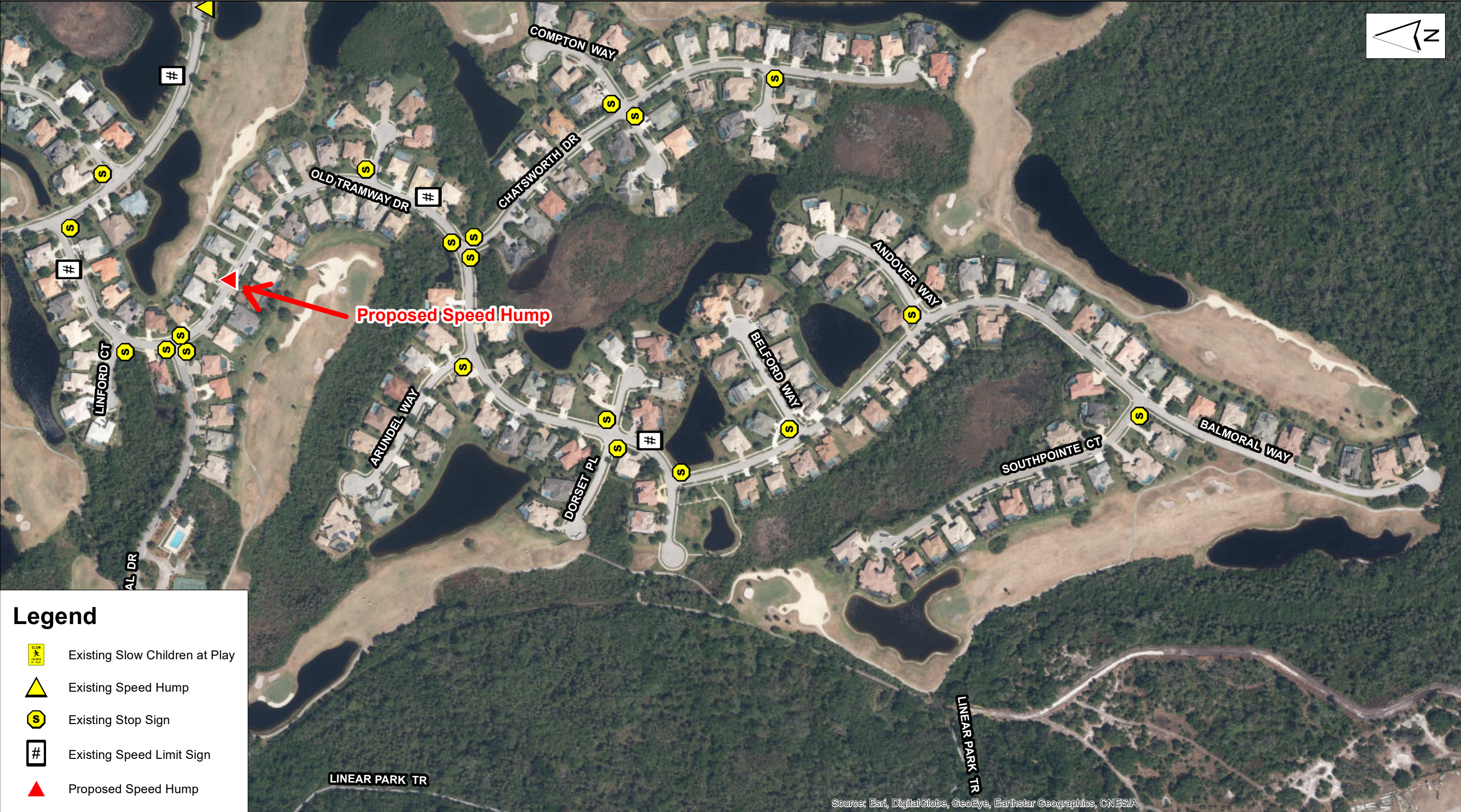
DRAFT

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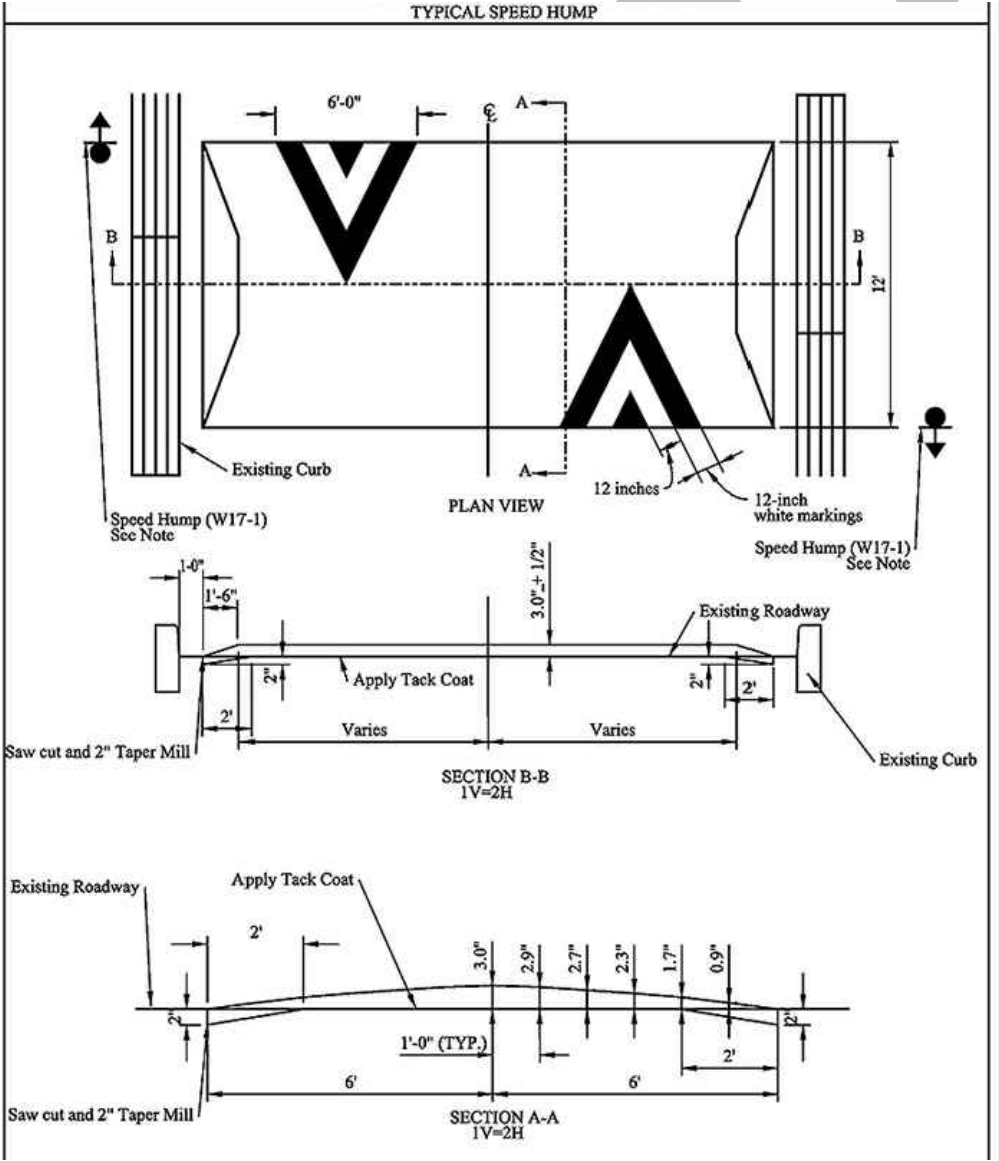


**ATTACHMENT B**

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DRAFT

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TYPICAL MUTCD SIGNAGE TO BE INCLUDED AT X-MARKED LOCATIONS, MOUNTED ON SINGLE POST:



W16-9P



W17-1



BAYTREE CDD  
OLD TRAMWAY DRIVE  
SPEED HUMP DETAIL  
MELBOURNE, FL  
02/19/2021

SPEED HUMP EXHIBIT



## SECTION IV

# SECTION A

MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, February 3, 2021 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

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

Also present were:

Jason Showe	District Manager
Michael Pawelczyk	District Counsel
Peter Armans	District Engineer by phone
William Viasalyers	Field Manager
William McLeod	DSI Security
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

- **Moment of Silence** (*Added*)

Mr. Mills: Before we start the meeting, I would like to ask for a moment of silence. We lost one of our long-time Board Members, Mr. Ed Rizzotti who have been suffering for quite a while. He was very involved in the community and loved Baytree. He served on the Board for eight years.

**SECOND ORDER OF BUSINESS**

**Engineer's Report**

Mr. Showe: Peter is on the phone and we can have him go through his Engineer's Report.

Mr. Armans: I have a short report. The first item is regarding the speed hump. At this time, we have a quote for \$14,819 from All Terrain Tractor Services, Inc. It was a high quote so a second quote was obtained from Atlantic Southern Paving and Sealcoating. Their bid was for



\$3,125. The third attachment in this report is the speed hump plan showing a bigger speed hump with “*Speed Hump Ahead*” signage. The quote from Atlantic Southern Paving and Sealcoating for the \$3,125 includes standard Florida Department of Transportation (FDOT) paint. If the Board prefers thermoplastic, which is usually what we recommend because it lasts a lot longer, it will result in an increase of \$850 to the quote.

Mr. Darby: On your first attachment proposal, you indicated that the warning sign be placed 50 feet away from the speed hump. I’m looking at Brevard County specifications. They call for 100 feet on either side of the speed hump. I believe the other signs were put up with 100-foot distance. I just want to have you take another look at that. We obviously want to comply with Brevard County.

Mr. Armans: Whether it is 50 or 100 feet, I will double check to see what the minimum is.

Mr. Darby: I’m looking at that criteria now and it says, “Warning sign placement; posted speed at 25 miles-per-hour (mph) is 100 feet minimum distance from side to side.” So, if you would take a look at that, I would appreciate it. Also, the maximum height is 3 inches, which should be suitable for 20 mph. Correct?

Mr. Brown: 20 or 25 mph.

Mr. Armans: Are you talking about the maximum height?

Mr. Darby: Yes. I believe the maximum height is 3 inches for a 25-mph transit. Correct?

Mr. Armans: Are you looking at the Manual on Uniform Traffic Control Devices (MUTCD)?

Mr. Darby: No. I’m looking at the Brevard County specifications.

Mr. Armans: I think they follow the MUTCD guidelines. Our specs show 3 to 3.5 inches.

Mr. Darby: Peter, I will give my copy of the Brevard specs to Jason to send to you. Just take a look at what you are looking at versus what Brevard says to make sure that we are in compliance.

Mr. Armans: I will definitely look at it and see if we want to incorporate it.

Mr. Mills: One of the things that I think we need to do is notify the residents that are going to be impacted by this.



Mr. Brown: Is there any way that speed hump can be moved closer to the cart path crossing? It is right by 8033 and 8032, because the homeowner at 8032 indicated that she does not have a problem with the speed hump being right by her home.

Mr. Darby: Good.

Mr. Mills: Isn't it 8043?

Mr. Brown: No 8032 is Martha's house. She already said, "You can put it right in front of my house. I don't have a problem with it."

Mr. Armans: At the last meeting we talked about putting it right at the golf cart path crossing. We looked into that. Because that is neither a high point nor low point, we would have to figure out a way to get carts through it. We were looking at a speed table versus a speed hump. That way, the cart can just go right off of the curb, straight up to the hump and then to the other side. Because the houses are pretty close together, we estimated those humps are roughly about \$10,000 more. You have to get all of the ADA drains right on the sidewalk or we would have to remove multiple sidewalk panels. We would have to basically design a structural membrane that will allow a channel on either side of the hump. That channel would allow stormwater to flow through it. To construct it, we estimate that it could be \$5,000 to \$10,000.

Mr. Brown: I'm not talking about that. I'm talking about a speed hump that is right by the golf cart cross path between 8 and 9. That is just a speed hump and it works great. Why can't we do the same kind of speed hump, just before the golf cart path or right after?

Mr. Mills: Then you would be right at the 8043 house.

Mr. Darby: We are not talking about a speed table. We are talking about a speed hump in close proximity to the cart path.

Mr. Armans: The location of the speed hump is either at a low point or high point so they don't affect the stormwater flow, but if you want to look at another location, we can do that.

Mr. Brown: I'm just saying that the homeowner doesn't have a problem with it near their property. So why not try to see if we can't put it there.

Mr. Showe: I think you are talking about essentially less than 50 feet to the west from the proposed location.

Mr. Brown: Correct. Is that Martha's house, 8043?

Mr. Darby: 8032.

Mr. Brown: If you are looking at 8042 and go one to the left, you see 8032.

Mr. Darby: Let's look at it.

Mr. Armans: 8032?

Mr. Brown: Right. It is one house to the left of where you proposed it right now.

Mr. Armans: Okay. I thought you were talking about going to the golf cart path. I don't think it will make any difference. It shouldn't be a problem to look at it.

Mr. Brown: That will be great. Thank you.

Mr. Armans: If you want to make a motion, please include my review and moving the speed hump to another address.

Mr. Mills: We batted this around for so long, so why don't we go ahead and approve it, with the understanding that he's going to move it down to 8042?

Mr. Showe: You can delegate authority to Jerry to make the final decision on a suitable location.

Mr. Brown: That's fine.

Mr. Mills: That's fine.

Mr. Brown: We've just been talking about this for years and years and years. I don't have a problem with the extra \$850.

Mr. Darby: That's what we did on the other ones. Right? With the thermoplastic?

Mr. Showe: Yes. We always recommend thermoplastic if it's going to be more than a temporary structure.

Mr. Darby: Peter, just give me your final input and then we will go from there.

Mr. Brown: I approve a speed hump at Old Tramway Drive close to the golf cart crossing as feasible, at a cost not-to-exceed \$4,100 and delegating authority to Mr. Darby on the final decision.

Mr. Mills: Did we want to include notifying residents about not only the speed hump, but the sign?

Mr. Brown: I will accept that.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor installing a speed hump at Old Tramway Drive close to the golf cart crossing as feasible at a cost not-to-exceed \$4,100, delegating authority to Mr. Darby on the final decision and notifying residents about the speed hump and signage was approved.

Mr. Showe: Do you want to go through the drainage, Peter?

Mr. Armans: Yes, the second item is the playground drainage. On December 22<sup>nd</sup>, we met with a Board Member, the District Manager and Field Manager to discuss everything that should be done. There were two issues. One was a drainage issue south of the pool. That was something I believe that Will was working on. The other part was for us to work on a drainage plan. There will be three catch basins and the plan show the location that we are taking that flow to the wetland area. We believe that three catch basins will reduce the flows dramatically, especially two of them that are in front of a pavilion. So that should reduce the flow. More work needs to be done after that and we can revisit it. Again, Catch Basin #3 will be collecting water from the valve and run off the new paved parking area.

Mr. Brown: Peter, I have a question regarding the grass between the tennis and bocce ball courts. That was soggy as well. You haven't done anything with that.

Mr. Armans: We looked at that when we were out there. That is the reason we have a field meeting, because there was something about that area during the last meeting and I wasn't clear about what you were trying to do. When we met in the field, there was no concern about that area that needed to be addressed.

Mr. Bosseler: We didn't talk about that.

Mr. Mills: If we get a hard rain, the water just sits in there.

Mr. Brown: We should look at reusing that bocce ball space for something else.

Mr. Darby: Should we then consider the drainage issue when we make that decision and just do it all at once and then just proceed with this?

Mr. Showe: I think it's always better to figure out what we want to do first before you invest in this. We talked with Peter onsite about making sure the system is expandable in the future. That was one of our primary concerns for that reason. Obviously, it's always easier to do it later when you figure out what you want to do as opposed to trying to retrofit the system.

Mr. Mills: The only problem is you are moving across.

Mr. Armans: We don't want to do something that you will have to tear out later or re-grade the site for a playground.

Mr. Bosseler: I think if we do the proposal first and see a need to include that little alley, we could run one straight down the fence.

Mr. Darby: I suggested Richard that you might want to combine that effort with any re-grading or demolition that you are going to have to do or repair at the bocce ball court. Just throw it all into one project.

Mr. Mills: That could work.

Mr. Armans: I agree. It may be best to do once you decide about the courts. If you are going to be doing work there anyway, tearing up grass, that may be the best time to do work there.

Mr. Mills: I get it, but I just wanted to make sure we didn't forget that area because that area does need attention.

Mr. Darby: Peter, can I ask you a couple of questions? Do we need permits to discharge into the conservation area? In other words, do we need to get St. Johns involved?

Mr. Armans: I checked with someone in our office and based on the fact that this drains the same way, it doesn't cause us any major change in the overall plan. Most likely this is part of the maintenance that we could consider under maintenance.

Mr. Darby: Alright. Also, are the sprinklers going to be affected by this? Are they going to have to be removed and replaced?

Mr. Armans: I honestly don't know. There are sprinkler heads around the perimeter of the pavilion so we shouldn't be affected. We will be in front of it. I don't have a plan that shows pipes there.

Mr. Darby: I don't think it was included in this quote. That's why I'm asking the question.

Mr. Armans: This is a very simple plan. We don't do a full plan. It costs more. The company that gave us the quote should be familiar with the District. They will include those in their price to make repairs if they run into an irrigation line.

Mr. Mills: Tropic-Care always takes care of that.

Mr. Armans: I will check with them to see if they want to include one or two irrigation lines. Most likely that's included.

Mr. Darby: Does this cross over any golf course property?

Mr. Mills: No.

Mr. Darby: Would sod be included as well?

Mr. Armans: Yes. Restoration is included in this quote.

Mr. Showe: Yes. Re-sod and surveying.

Mr. Darby: Alright. Good.

Mr. Mills: Tropic-Care usually covers all of that. Will, we turned off the sprinklers around the pavilion because of all the water. Right?

Mr. Viasalyers: We might have turned it off for a short period.

Mr. Mills: Okay.

Mr. Darby: \$6,100 seems like a reasonable estimate.

Mr. Mills: It does.

Mr. Showe: We have \$10,000 in the Capital Project Fund.

Mr. Mills: Yes. Another contractor bid \$7,500.

On MOTION by Mr. Darby seconded by Mr. Mills with all in favor the quote from Tropic-Care for the recreation area drainage in the amount of \$6,120 was approved.

Mr. Mills: Thanks Peter.

Mr. Showe: Is there anything else for the District Engineer? Hearing none,  
*Mr. Armans left the meeting.*

### **THIRD ORDER OF BUSINESS**

### **Community Updates**

#### **A. Security**

Mr. McLeod: Hello! Long time no see. We have done well out here. It seems like the visitors have calmed down. We still have some issues at times, but Matt's presence helps. He is very calming. Between Rich, myself and the Field Supervisor, this past month we made six site visits. Matt has done trainings out here for various subjects; everything from de-escalation techniques to properly using the Visitor Management System (VMS). That's all I have to report.

Mr. Mills: Rick, do you want to address an issue that occurred?

Mr. Brown: I would love to. Now that I'm in charge of security, there was an incident that occurred in December regarding a visitor going to a home on Birchington Lane where a visitor was rather belligerent, rude and antagonistic to Matt. He handled it very well, but I don't think that kind of behavior should be tolerated by this Board. So, I spoke to Jason and William and got some input. If we know where that visitor is going to go, maybe we should send a letter to that homeowner telling them that this particular visitor on this particular day and time, driving

this particular vehicle, was rather belligerent to the security guard who was just trying to do his or her job. This kind of behavior is not condoned by this Board. We can use different language, but I don't think that the security guard should be treated that way for just doing their job. There was another company that came in here, United States Infrastructure Corporation (USIC) whose driver was rather belligerent to Matt. He put it in his report. I went online and Googled him and got their website. I sent a comment that this kind of behavior by this driver needed to be adjusted and that this was a gated community and we do everything we can under the law to identify visitors coming into this community. Unfortunately, I didn't hear back. That's just my sense. I don't think the guards should be treated with disrespect. They are just trying to do their job. One of the main things that people bought in Baytree was that 24 hour per day/7 days a week security. I think we need to support them and not tolerate this kind of behavior. So, Jason to his credit, put together a letter that is in your agenda package.

Mr. Mills: Do you want to read it because we have a public hearing?

Mr. Showe: I can read it. It says:

*"Dear RESIDENT: You are receiving this letter at the direction of the District Board of Supervisors of Baytree. They were made aware of an incident involving a visitor to your home and the District Security staff reported at the front gate on MONTH, DAY, YEAR. The District Security staff reported that NAME OF VISITOR, a visitor to your home on the above listed date was abusive to the security guard on duty at the front gate. This type of behavior is frowned upon by the Board towards District staff just doing their jobs. As you are aware, one of the major benefits of living in Baytree is its 24/7 Security. We would ask you to request your visitors to act civilly towards these District Security Officers who are trying to be protective of the community to the greatest extent they are allowed to do under the law. That is their job. They do not deserve to be mistreated for just doing the job they are required to do. For your information they are REQUIRED to ask the name, address of the home/site they are visiting and to request a picture identification of the driver of EVERY vehicle entering the community via the visitor lane. Should you or your guest have any questions or wish to discuss this further, please do not hesitate to contact the District Office. We appreciate your consideration and request you advise your guests of the above procedure of the Baytree Community Development Board."*

Mr. Darby: Jason, a similar letter will be created for companies that have abusive employees.

Mr. Showe: Yes, a similar letter. I would request the Board allow security staff to drive the level they feel that this letter needs to go out.

Mr. Mills: This is a great letter, but I think we also need to address residents in Baytree because sometimes the residents do get nasty with the guards. We may want to address this as a visitor and homeowner.

Mr. Brown: I can work with Jason to formulate a letter to go out. Since I have been in charge of security for a few months, I have not had any reports of any residents being disrespectful to the guards, but I can go along with that.

Mr. Mills: I'm just speaking of the past; Rick and I understand that.

Mr. Brown: Oh yeah.

Mr. Mills: In the past, we had a number of residents that were nasty with the guards.

Mr. McLeod: That actually toned down a lot, over the time that we've been here and as people have gotten used to us.

Mr. Mills: Has it?

Mr. McLeod: When we were first here, it was a 50/50 split. It was either a visitor or resident and they weren't happy that we are here, but since we have been here and they realized we are here, most visitors have gotten along better.

Mr. Brown: I can do that. I would be happy to knock on their door.

Mr. Mills: Exactly. Do we need a motion to approve the letter?

Mr. Showe: I don't think you need a motion. I would just say that procedurally, we let Bill tell me that this interaction has escalated and we think a letter should be sent out.

Mr. Darby: Bill, I know they do a daily report.

Mr. McLeod: Yes sir.

Mr. Darby: When they have an incident like that, I think it is appropriate for the guard to say, "This incident warrants a letter." That would be your turn to take action.

Mr. McLeod: I would appreciate having that trigger myself. I will tell you why.

Mr. Darby: Fine.

Mr. McLeod: The guard might be having a bad day and say, "To hell with this, I want a letter sent out." So, let's allow a cooling down period before we pull that trigger.

Mr. Darby: Fair enough.

Mr. McLeod: Thank you.

Mr. Mills: It's a great letter.

Mr. Brown: I can help you.

Mr. McLeod: Yes, sir.

Mr. Mills: Very good. Is there anything else for security? Thanks, Bill.

**B. BCA**

**i. Discussion of Funding Capital Projects**

Mr. Mills: Wayne?

Mr. Wayne Huot (BCA): We haven't had any Board meetings. Some of the things that we need to discuss is this newsletter. We need articles for the newsletter post haste. We are looking to get that out on or before March 15<sup>th</sup>. We need to get the contract taken care of as far as assigning anyone to get that language taken care of. We are lowering fees to use the pavilion. We are really trying to emphasize and get more people to use the pavilion more because it is just not being used.

Mr. Darby: Do we want to discuss that now, Jason? I think you can discuss the fees now because we have a public hearing today based on some information that we received. So, if we are going to make changes to those, we need to know prior to having this public hearing.

Mr. Darby: Wayne, I think the BCA Board came to some agreement at the last meeting.

Mr. Huot: On what we have as far as what we want as a fee. Send me a note and we will get that squared away.

Mr. Darby: What I'm suggesting is that there are two agreements in this agenda package today that we are going to discuss. I don't have it in front of me, but Jason, is it a \$25 rental?

Mr. Huot: Correct.

Mr. Showe: It's \$25 for the rental and \$75 deposit.

Mr. Darby: Is that what the BCA is comfortable with as well?

Mr. Huot: Yes.

Mr. Showe: They were good.

Mr. Pawelczyk: Just for clarity, that \$25 does not come to the District. It actually gets paid to the association to arrange for the rentals.

Mr. Darby: That's a little change from the original concept, but I think to Wayne's point, he is going to make this a little more user friendly to private parties.

Mr. Pawelczyk: Correct.

Mr. Darby: So, it's \$25 for use and a \$75 refundable security deposit.



Mr. Pawelczyk: Correct. That's for residents of Baytree. The Baytree residents pay assessments. If I wanted to rent the pavilion, I have to pay \$1,200.

Mr. Darby: You have to be a member?

Mr. Pawelczyk: Let's save it for the public hearing.

Mr. Mills: Do we want to act on this resolution?

Mr. Showe: We need to have a public hearing on it. We can do that.

Ms. Sandy Schoonmaker (Kingswood): This does not take effect until after you adopt the resolution. Is that correct?

Mr. Showe: Correct.

Ms. Schoonmaker: So, for right now, residents go by the old system.

Mr. Darby: As of this moment. Hopefully by the end of today, we will have a change.

Ms. Schoonmaker: Let me know so I can let my appliance guy know.

Mr. Mills: By the time you walk out of here today, you will know.

Ms. Schoonmaker: Thank you.

Mr. Huot: Ms. Susan Frontera, our community chair is getting ready to provide suggestions to Baytree as far as participation and social distancing. We are also talking about expanding the food trucks to different sections. We have a lot of good ideas so things are looking very good. Other than that, it is fairly quiet. We are just looking into some CDD programs, so we would be looking for your recommendations.

Mr. Mills: We appreciate that. Thank you very much.

Mr. Darby: One thing you did not discuss is the new program that Ms. Dee Waldron is heading up.

Ms. Stephanie Knudson (BCA): Ms. Dee Waldron volunteered to do all of the welcome baskets for all of the new Baytree residents. Everybody will be on the same page, sort of speak. The new resident would receive a nice basket with maybe a bottle of wine or sparkling water, a nice welcome letter, contacts, how to obtain gate cards, the By-Laws and Covenants. That would be delivered by Dee. Secondly, the Board is going to vote on February 15<sup>th</sup> about changing some language regarding flags. We are also going to vote on changing some language for Voting Members (VMs). If they decide to run for the Board, they relinquish their vote and the vote would then go to the Alternate Voting Member (AVM). That is going to be a detailed process. They must have it notarized and entered into Brevard County. The other related item with the

BCA is that our email list keeps growing and growing so we are closing the gap and are able to communicate with Baytree residents much more effectively. The biggest item is the quarterly newsletter. We've had positive feedback on that. So, if anyone has anything that they want to contribute, we welcome it. I don't want it just to be the Stephanie and Wayne newsletter. There is a short story, a recipe, a trip, any viable information that the residents would like to see.

Mr. Mills: Are we still going to address the issue of letters coming anonymously to both the CDD and BCA?

Mr. Huot: Yes. That will be in the President's message. At the beginning of the newsletter, we will address it. I have four different subjects that I'm going to address, but I will include you. We will not respond. That was a one-time deal and will never happen again.

Mr. Mills: Okay.

Mr. Huot: Also, the Board approved paper copies of the newsletter to all residents. We had an astounding amount of people that requested paper copies. They weren't particularly invested in emailed copies. The next one will be a paper copy and then it will transition to paper and email newsletters. It is a \$4,000 expenditure when all is said and done.

Mr. Mills: Is there anything else from the BCA? Thanks Wayne and Stephanie.

Mr. Darby: Did we want to discuss the capital projects contribution from the BCA at this point? As a VM, I participated at the last meeting. Rick was there as well. Wayne and the Board very generously said that they have a capital surplus, which they would like to make available for use in certain projects for the CDD. Having said that, we put our Five-Year Capital Plan together. We called for around \$15,000 to \$16,000 this year for amenity improvements, including a horseshoe pit, charcoal grill, cornhole equipment, temporary pickleball lines, swings and the re-grading of that area. Last year, we allocated around \$30,000 for both the fitness course and replacing the bocca ball/shuffleboard courts. Subsequent to those discussions, we talked about having a fitness trail. A fitness trail could get a lot of traction and appeal to a number of people. You can configure it in a way to be as low as \$10,000 or as high as \$40,000, depending on what kind of equipment to get and how extensive it was. When we did the survey, the second most popular item other than improving the swing set was pickleball. Pickleball is the new tennis. I don't play it but a lot of people are enthused about it. I did some research and you can do a standalone pickleball court for anywhere from \$20,000 to \$40,000. So, these are the new projects in the 2021 Capital Plan. If the BCA has some interest and could contribute to those, I

think we as a Board would like to consider those so that they fit in the overall scheme of things. I think it's a great cooperative effort. We can open it up for discussion. I don't know how you want to proceed. Are there some areas where you specifically don't want to fund the money and some areas where you do want to fund the money or is there some place else where you think those funds would be better used?

Ms. Schoonmaker: I would like to hear more clarity on the fitness trail.

Mr. Darby: Richard, are we in the position to discuss that?

Mr. Bosseler: I am to a certain degree. I've been to a couple of fitness trails so far. They were much more expensive than I ever dreamed. They were unbelievable. Then you get into ADA items such as the footprint and what type of surface you have. I was ready with Jerry's information that we had from our workshop. If you use the 18 stations that they recommend, you can have them all in one location or all along Baytree Drive. Just for the surface alone, you are going to spend around \$40,000 to \$60,000. It is kind of scary when you look at the numbers. I was actually thinking of talking to Mel about maybe getting a small committee together because we are going to need a lot more input on what we want and where we want it. We talked about the park. I spoke to two residents around that small area and they are not that keen on having cars parked along there. They don't mind if we had one or two exercise machines in there, but they wouldn't want to put four or eight in there or half a dozen cars in a row and ruin the look of the entire thing. There are some challenges and I'm going to ask if you would help us get a little committee together.

Mr. Huot: Sure.

Mr. Showe: I think Mike can chime in on that.

Mr. Bosseler: We have a workshop on the 9<sup>th</sup>.

Mr. Showe: In terms of a committee, you would want to have both of them at the same time. I don't think you want an official committee of the CDD Board. I think you probably want a committee that helps the Board.

Mr. Pawelczyk: You also don't want an unofficial committee of the CDD. What most communities will do is they will just work with the HOA. Does the HOA want to tell us what your thoughts are while they are working with their residents to bring about items to the CDD? That's up to them.

Mr. Mills: I was going to suggest that we ask Wayne to pick maybe a resident from each community. That way you can work with Wayne and a resident from each community.

Mr. Darby: I just want to clarify one of the things that Richard indicated. The individual that I contacted with put the fitness park in at Gleason Park. Have you seen that installation?

Mr. Bosseler: I haven't seen it.

Mr. Darby: There are 18 stations. They spent \$23,000 for the equipment, per se and \$12,000 for the installation. That includes grading cement, mulch, that sort of thing. So, the total cost for them was about \$35,000. That was back in 2019. No tax was included, but we wouldn't pay tax anyway. The point is these kinds of things that we discussed before could be very simple or elaborate. You can add on to it at a later date. We also talked about stretching it through the community and maybe lowering the cost. So, there are all kinds of possibilities, but that is a matter of clarification.

Mr. Bosseler: One more point, I did go to the vendor and they have two types; they have an old area with an older walking area and a new one that goes along the sidewalk. The newer one is very attractive. They have it on quite a lot of land. That got me thinking about the possibility of Baytree Drive. We have some beautiful landscaping and ponds. Maybe we could add two or three along there. I don't know.

Mr. Huot: I don't want to be negative or anything else, but I will be brutally honest and you can pass this on to Mr. Brown. We have this bond and we are looking to try and do something with it. You want to go out and do your due diligence as far as what you guys want or don't want? My personal opinion is it should be someplace over by the courts where you can have a BBQ. You will have all of those things centrally located. People can bring their children, their grandchildren and things like that. You spread it out all over the place. Okay, we have \$80,000. The first thing that is going to come up is "Reduce/lower our rates or give us the money back." We are not increasing anything, but I don't want to because I'm worried about not so much next year, but this year. I like the idea of having pickleball and some BBQ pits, getting the water park for kids. I would love to see some things because I see people in Baytree over at the one at Interlachen. I think it's something we can do if you are investing into it. I think a lot of grandparents would love to bring their grandchildren and even new parents. We are starting to get a few more new parents, which is awesome. I would like to encourage that even more. Just food for thought.

Mr. Brown: I agree with Mr. Huot. The message that I took away from the BCA Board Meeting was that you tell us what your vision is and what you are looking to do and what you would be specifically asking us to do.

Ms. Schoonmaker: We don't want table and chairs. We don't want to survey the residents.

Mr. Brown: Right. So, I think that we as a Board need to have our act together. As I said, we have a workshop coming up in March. I would put that as number one. I have a question in my own mind. Do we as a CDD Board have the ability to approach somebody to encroach on the conservation land. Is there a possibility that we can do that to make the space behind the pavilion larger?

Mr. Mills: No, you cannot. It's protected.

Ms. Schoonmaker: You keep talking about swings and I was very involved in early childhood education. One of the most dangerous of playground equipment is a swing. You keep talking about swings and I'm hoping that you are aware that if you go around and look at the playgrounds that people are putting in, they are not putting in swings. There is a reason. It is because little kids get hurt. So, I would just like to put that out for you to consider. It may not be the best piece of equipment for small children.

Mr. Mills: Good advice.

Mr. Bosseler: I have a five-year-old and seven-year-old and we all go to three parks that have swings. The kids play on the swings and fall.

Ms. Schoonmaker: I paid for the insurance and insurance people do not like swings. You can do what you want, but I just wanted to make a comment.

Mr. Bosseler: Okay.

Resident (Stephanie Knudson, BCA): Riding the coattails of Wayne, being a BCA Member, all of us want to add value to the community, but again, we would like for you to itemize by priority if we can make the contribution of where they should go. I'm guessing that Baytree from the front gate to Balmoral is over two miles, maybe two and a half miles.

Mr. Darby: It's actually 1.8 miles.

Ms. Knudson: Not gate to gate.

Mr. Darby: Gate to the end is probably 2 miles.

Ms. Knudson: So, if we were to put something in Balmoral and I live in Kingswood, I'm surely not going to run up there to use their facility. Why isn't that available to me in Kingswood? I am against that.

Mr. Mills: Let me make a suggestion. I think we as a Board and you as a Board should look at what is going to be the dominant benefactor to all Baytree residents and not a select group of people. Because our community is changing, but yet we still have older people that live here and we have a lot of younger people moving in. I'm going to make Rick very happy when I say that when you donated for the Christmas Fund, everybody in the community benefitted by that. So, I think we as a Board need to focus on the priorities that are going to benefit the majority of the residents in Baytree.

Mr. Darby: Wayne, you would use the \$80,000 figure. Are you saying that you want all of that or some portion?

Mr. Huot: Some portion. I have people that are opposed to giving me a penny.

Mr. Darby: Right, but if I am going to try to look at the projects, I need a number I can work with.

Mr. Huot: Probably in the \$40,000 range.

Ms. Knudson: Give us your wish list.

Mr. Brown: That is exactly what you asked us to do.

Mr. Mills: Let's do that as Rick suggested at our workshop. Let's move along.

### **C. Isles of Baytree**

Ms. Joanne Wagner (IOB): We are working on a couple of projects right now. One was the zoo fence, which is a mess. It has fallen over or panels were damaged when they were doing their parking spots. Florida, Power & Light (FPL) is knocking them over too because they are putting in new poles. We had five feet on both sides cleared to get it ready to be repaired and just signed a contract to get it repaired. The zoo has been very accommodating sending us money. They are going to pay us back 25% of the contract cost and now I have to fight with FPL to get money for what they are damaging because they want to send contractors out and do it themselves and we don't want to get involved with all of that. So, we will deal with FPL. The other thing that we are going to be doing is repairing our bridge and paint it the colors of the houses and get away from that terracotta color. So, we are getting some bids to do that. We don't

have any houses right now for sale in our development. Everything has been sold. They sold them within one or two days. I'm glad that the District redid the access cards for the tennis courts. Two guys emailed me saying that they could not access the tennis courts. I told them before that they weren't supposed to be up there. It was not part of their dues. So, I'm glad you did that to control that situation.

Mr. Mills: For \$1,200 they can use it.

Ms. Wagner: Some of my residents asked where the playground equipment was. So, when you put that stuff in there, it's hard to control who goes in and out. I know you are not going to stay out there and say, "Hey, you don't belong here." We don't have that many children in our development. There are mostly retirees.

Mr. Mills: It's nice to have you as a conduit between us and the community.

Ms. Wagner: I pretty much bring all of this stuff up and send out newsletters.

Mr. Mills: Very good.

Ms. Wagner: The only other thing is I don't know if anyone was reading anything about these golf cart incidents that have been going around Suntree. If you are on Nextdoor, you know what I'm talking about. Kids have been doing this for a couple of months. I didn't figure out where these kids live. I think they live in Fieldstone. They are going down Interlachen Road and Saint Andrews Boulevard. They stole bicycles in Baytree and damaged some cars. They are throwing things at cars as they are driving in and out. They came into our development, circling around and almost ran over two little kids that were riding their bicycles. Then they hit one of the cars in our development and scratched a car with their golf cart. The lady went in to get her phone to take pictures and they put their hoodies over their heads so she couldn't get pictures of them. They are still out there rampaging around. As far as I know, they haven't been caught. Mr. Joe Martin lives in Kingswood. He has been patrolling and the Sheriff's been going through our development and all of Baytree right now trying to catch these guys.

Mr. Mills: Good.

Ms. Wagner: Hopefully they will catch them. That's it.

Mr. Mills: Is there anything for Joann? Hearing none,

#### **FOURTH ORDER OF BUSINESS**

#### **Consent Agenda**

##### **A. Approval of Minutes of the December 1, 2020 Meeting**



Mr. Showe: We received comments, which were incorporated into the finalized version. We need a motion to approve the minutes as amended.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Minutes of the December 1, 2020 Meeting as amended were approved.

## **B. Public Hearing**

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

### **i. Consideration of Resolution 2021-02 Amending Chapter II of the District's Rules of Procedure Related to the Recreational Facilities**

Mr. Showe: The rules were drafted by District Counsel. The reason we have to do this is it is a fee that we are setting. That fee can only be changed through a rulemaking process, which is what we are going through now. Essentially the only change you will see is that we lowered rental fees to \$25 from \$100 and lowered the deposit to \$75. Other than that, the resolution is similar to what you have seen before. That is the only amendment to those rules. At this point, we can open it up for any audience comments specifically on this resolution and fees for the recreational facilities.

Mr. Mills: I was just thinking about what would happen if the BCA Board wanted to have their meeting at the pavilion?

Mr. Darby: They are specifically exempt from any fees, the BCA and the CDD.

Mr. Pawelczyk: It basically allows for any Baytree wide events, whether by the BCA or CDD. Unless there are any questions, we need a motion to adopt Resolution 2021-02.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor, Resolution 2021-02 Amending Chapter II of the District's Rules of Procedure Related to the Recreational Facilities was adopted.

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

## **C. Consideration of First Amendment to Pavilion Management Agreement**



Mr. Showe: This is a follow up item. We have this agreement with the BCA for them to collect those fees. This just recognizes that change in fees. If there are no questions or comments, we need a motion for approval.

Mr. Pawelczyk: Before we go there, only because it has not been signed by the BCA, I would ask the Board to approve it in substantially final form, in case there are minor changes like Jason said. All this does is implement new rates and that the \$25 rental fee would be retained by the association to pay Fairway Management. A section of the agreement needs to reflect current address for Jason's firm. The old one had your old address. Those were the only changes. Unless there are any questions, a motion to authorize execution of the First Amendment would be in order.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor execution of the First Amendment to Pavilion Management Agreement was approved.

**D. Discussion Items**

**i. Traffic Calming Remedies**

Mr. Showe: Staff was tasked with looking into the authority for us to put up stop signs. So, we provided you with an Interlocal Agreement for Traffic Enforcement on Roadways, which is between the Baytree CDD, the Brevard County Commissioners and the Sheriff's Office. We want to point you Section II, which says, "*The County agrees to exercise jurisdiction over traffic control on private roads in the community pursuant to Florida Statutes 316.006(3)(B).*" We attached that portion of the statutes to the back of that agreement. Under 4 it says, "*Any such agreement may provide for the installation of multi-party stop signs by the parties controlling the roads carved by the agreement. If a determination is made by such parties that the signage will enhance traffic safety, the signs must conform to the manual specifications from the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage.*" So, I think based on discussions with both District Counsel and the District Engineer, we think that these two in conjunction, give him authority as long as the engineer can safely determine through this process that those were there to enhance traffic safety. Mike, I don't know if you want to craft a motion.

Mr. Pawelczyk: Yes. The only thing that I wanted to bring up was Peter and our engineers has done extensive research and discussions with the county and permitting and such.

Anything installed needs to be installed in accordance with the manual we were talking about. It would be appropriate for us as a local government to base it on a decision, which I think we did on the safety, but I think you need to make a finding of that. The way this typically works and maybe it is just me it that we dot every "i" and cross every "t" when it comes to making legal findings. Jason and I discussed that the engineer should basically indicate what he stated on the record and what you all stated on the record that there is a safety benefit to the pedestrians, those using the rights-of-way, vehicular lights, golf carts, whatever they may be. Then have you adopt that as a finding, even though some of the signs are already up. I think that would be appropriate. If the engineer comes back and says the signs in this area have no safety benefit and you agree with them, then we will remove those signs. At the next meeting, we are going to ask the District Engineer to do an analysis of that, not necessarily an Engineer's Report, but an analysis based on his experience and his firm's experience on safety and if there is a benefit from a roadway and pedestrian standpoint.

Mr. Brown: Can you help the engineer put together the appropriate language in that report so we can put this issue to bed once and for all?

Mr. Pawelczyk: I think what typically happens is if the engineer is preparing something for the agenda, before it's finalized, a draft is reviewed by Jason and myself and presented. As with all of our items, whether it's the resolution you just adopted for the rules, Jason and I will make sure that whoever needs to look at it, has looked at it.

Mr. Mills: Didn't Peter also basically acknowledge when we were working on the speed hump on Baytree Drive and the stop signs that were added, the fact that it was for a safety issue?

Mr. Showe: Yes. I believe he has done that, but I think we need a formal finding on all of these just so we have some clarity.

Mr. Brown: I think we need to memorialize it.

Mr. Pawelczyk: Exactly. If the Board wants us to do a resolution, I don't think that's necessary. We can accept his report or his letter whatever the case may be. One thing that I like to do in this situation that Jason does too is we want it on record. We don't want a record from every meeting for the past two years where this has been discussed. We want to least have one record as a finality. So, we will bring that back at the next meeting for the Board's review and to act upon should you choose to do so.

Mr. Darby: Can I bring up another point on traffic calming?

Mr. Mills: Sure.

Mr. Darby: I'm sure we all noticed certain issues about parking on the streets, particularly with cars parked across from each other. Sometimes landscapers come around the curb and you can't see and nobody knows who has right of way. It's just a head on collision waiting to happen. What remedies are available to us to address the parking issue on the street, during the daylight hours, particularly when you have a lot of vendors?

Mr. Pawelczyk: That's a particular challenge that every one of our communities has. There is not really a good solution to it because if you are crafting a street parking policy, you have to target it to what you are looking for. In some of our communities for instance, they target nighttime parking. Some of them target 24 hour on-road parking. In every case, you must have a policy and have enforcement. So, you must have security driving around enforcing that and then you also have to know that you can't tow a vehicle even if you have a policy until you warned them first. So, you must put a sticker on their car that is difficult to remove telling them, "You are in violation. Next time you are violation, you will get towed." You are going to have some pushback from residents, especially if you are looking at vendors in particular because they service a lot of different communities. You may have to make a lot of exceptions for that. Once you start making exceptions in the parking policies, that's where the challenge becomes because the residents will figure it out. If you have particular areas like around curbs that you wanted to address because of safety concerns and you make a finding and determination that is in fact a safety concern, you have to go through a rulemaking like we just did, which isn't a big deal. In order to enforce no parking, we must have signage. So basically, you would be adding signage in those areas where there is a problem if you choose to restrict parking in certain areas. I have a District where the builder built the community and ended up with a lot that wasn't big enough to put a house on so he gave it to the CDD. So, it's just greenspace next to somebody's house. Because it's in Miami-Dade, people just think that they can just park so they are all parking on this lot because there was just sod. So, they decided to fence it. Residents came and took the fences down. So, then they tried to go through a rulemaking to do something to enforce this, there were 50 people in the audience saying, "We don't want one." So, people just park in the grass because they didn't want to deal with the residents. This Board had a different mentality and it was a different type of community. My point is no matter what you do, you are going to

have difficulty. We had difficulty in Montecito, Jason and I, with a single-family area compared to the townhome area. It's like night and day in terms of the parking problems.

Mr. Mills: The BCA also has in their rules that parking is not permitted after 2:00 a.m. to 6:00 a.m., but again, who enforces it?

Mr. Pawelczyk: If you do that, the BCA will have to engage a tow company and that tow company must install signage. Like Jason said, most of the time you are going to have a sticker program. Someone has to do that. The tow company doesn't want to do it.

Mr. Showe: Tow companies will not just drive through looking for cars to tow.

Mr. Pawelczyk: They hire someone else to do that. It's not like it can't be done. It is just difficult. Jason and I tell a lot of our communities that sometimes problems can be fixed through education and sometimes there is just nothing you can do. There is always that guy who no matter what you do, is not going to abide by anything.

Mr. Mills: Could we draft a letter from the Board to give to the guards to the vendors to please not park on both sides of the street?

Mr. Showe: I think what may be better is to target those vendors if you know a particular vendor is doing it a lot. I think giving one to every vendor is going to end up costing you more than it's worth, but if you have certain vendors, let the guards know, "The next time this guy comes through, let him know that he should be parking on the street."

Mr. Pawelczyk: Especially if you have a guard like Matt where he has the personality to say, "People are talking about you the way you park. Could you just be cognizant of it? I just wanted to let you know so you don't get into any trouble." He has the personality to do something like that. My experience with letters is people don't read letters.

Mr. Brown: If you are going 25 mph, you would know what is on both sides of the street.

Mr. Pawelczyk: That's true too.

Mr. Darby: This may be a subject for the newsletter.

Mr. Showe: Correct. I think that's a good subject for our newsletter. If we see people perpetually doing it, we can engage the guard.

Mr. Pawelczyk: Rely on your vendors to not double park in the street.

Ms. Knudson: Am I permitted to speak?

Mr. Mills: Yes.

Ms. Knudson: To eliminate a lot of concerns and issues or potential accidents, my suggestion would be to allow parking with the traffic flow. My biggest pet peeve is parking against the traffic flow. Not only can I not see around them, but the person going the other way can't see either. So, if we ask them to park with the traffic flow, I think that will reduce half of the problems. The other suggestion I have is we could create a little 4x4 index card. It wouldn't cost anything and have the guards give them out as a friendly reminder to park with the flow of traffic. Why couldn't we do something like that?

Mr. Huot: I don't see anything to say that there is traffic. If you are going north and south, you are on the right-hand side. We can adopt a rule that you can only park on one side of the road. If you already see cars parked, you park on the same side as them not like on Old Tramway Drive where you have one here and one here and people driving through stop signs.

Mr. Mills: Let's get back on target. I am hearing from Mike that we should be cognizant of the fact and maybe we can talk about that at the workshop.

Mr. Pawelczyk: I think you should do it at the workshop.

**ii. Visitor Interaction Letter**

This item was discussed.

**iii. Amenity Improvements**

Mr. Showe: I think we talked about that too about doing that at the workshop.

**FIFTH ORDER OF BUSINESS**

**CDD Action Items/Staff Reports**

**A. CDD Action Items**

Mr. Showe: We can go through some of these items quickly. We are working with the vendor to get a schedule for the 2021 lake bank repair.

Mr. Mills: By the way, I want to thank Sandy, her husband and her neighbor for allowing the CDD to get into that lake to remedy the problem. So, thanks Sandy.

Ms. Schoonmaker: No problem.

Mr. Showe: Are all of your items taken care of Sandy?

Mr. Viasalyers: It's in process.

Ms. Schoonmaker: I spoke to Will this afternoon.

Mr. Viasalyers: They had to find the right plants and there were some sod issues, but they got everything figured out. I'm also waiting on the concrete guy.

Mr. Showe: Regarding the recreation area improvements, Will had some quotes for pool bicycle racks. Did we get those in, Will?

Mr. Viasalyers: That's the Domino proposal. The only feasible location would be next to the tennis court because of how bad the drainage is around the pool area. The pad is \$1,200. The bike rack itself is roughly around \$400 to \$600.

Mr. Darby: So, you are talking about \$2,000.

Mr. Viasalyers: Plus, the labor to install it.

Mr. Mills: I don't think we should do it.

Mr. Darby: I don't see the benefit.

Mr. Showe: If something comes up or you start getting resident concerns, we have the numbers.

Mr. Darby: Just for clarity, William, this is located near the tennis court, not near the pool.

Mr. Viasalyers: Correct.

Mr. Mills: Thank you, William.

Mr. Showe: As far as the gatehouse improvements, do you want to touch on that, Will?

Mr. Viasalyers: Yes. Yesterday, I picked out some of the flooring we are going to do for the guardhouse. I just wanted to show it to the Board. The material should be in by next week. Hopefully within the next three weeks we can get that completed as well.

Mr. Mills: One of the nice things about that is that it won't show a lot of dirt. Because the guardhouse inside is painted gray, we wanted some brown in there. It is paid for and waiting for the contractor to do it.

Mr. Darby: What about the other improvements for the guardhouse?

Mr. Viasalyers: I'm still waiting to get some proposers for shutters versus sliding glass doors.

Mr. Darby: Are they doing to do the concrete ramp?

Mr. Viasalyers: No. Based on discussion with the concrete company, they did not recommend it.

Mr. Showe: I think security staff wasn't interested in that.

Mr. Darby: They've gone back and forth.

Mr. Mills: I talked to Matt and standing with a scanner like this is going to be harder than standing flat.

Mr. Darby: Got you.

Mr. Mills: He agreed with that.

Mr. Showe: Mel, do you have anything on the beautification plan?

Mr. Mills: Yes. As everyone sees, the stone is on the monuments. I think it looks pretty good. The letters are being painted. We have an issue. Some of the letters are metal and some are Styrofoam. William, did you get a price from the guy?

Mr. Viasalyers: Not yet.

Mr. Mills: We want to take the Styrofoam letters and transfer them to metal so they are all the same. These are the things that came off of the monuments. I would personally like to do these myself. This is what it would look like in this color.

Mr. Darby: It sounds good.

Mr. Mills: I'm going to do it myself.

Mr. Darby: Okay. Are you going to charge us?

Mr. Mills: Just for the products. William, there was an advertisement on TV today. There is a firm in Orlando that lifts up foundations. They also do it for concrete sidewalks. I talked to you about this yesterday. So, you may want to look into that. Instead of taking those columns completely off, you get them to pump concrete underneath and it will automatically lift them back to where they should be. It's a lot cheaper than removing those columns and redoing them.

Mr. Viasalyers: I can look into that option.

Mr. Mills: Good.

Mr. Viasalyers: I did get a number for 11 monuments. The total cost would be \$2,925 or \$270 per monument to paint them.

Mr. Darby: That is just Phase 1. Right, William?

Mr. Viasalyers: Phase 1, along Baytree Drive.

Mr. Showe: We are still working on the solar heating for the pool. We are looking at that for the budget in case that's an item the Board wants to go with. The last item is the flagpole. Will, did you get a quote?

Mr. Viasalyers: Yes. I obtained a quote to remove it and relocate it for \$485. That includes all labor and material.

Mr. Darby: We have to do it. It's wrapped around that wire out in front.

Mr. Brown: Do you need a motion to do that?

Mr. Showe: It sounds like there is full direction from the Board. That's a small amount. We can just move forward with it.

Mr. Mills: Okay.

Mr. Showe: That's all we have for action items unless the Board has anything else.

Mr. Darby: William, what about the two additional benches? Did they get installed?

Mr. Viasalyers: They are on order.

**B. Additional Staff Reports**

**i. Attorney**

Mr. Pawelczyk: I really don't have anything else that we haven't already discussed. If we extend the meeting to 3:45 p.m., I will have to sneak out as I have a 7:00 p.m. meeting in Broward County. That's all I have.

**ii. District Manager**

**1. Field Manager's Report**

Mr. Viasalyers: If you go back to the proposals, Carolyn is not here today, but we did get a quote to look at that area on the Ashwell. There was some damage. She was concerned about ponding water. The first quote for \$4,200 would be to go in there and remove that section in the gutter and replace it. I don't know if the Board wants to discuss that or revisit that.

Mr. Showe: We have funding under sidewalk repair if the Board is inclined to go forward with it.

Mr. Mills: Is this where the water is ponding?

Mr. Viasalyers: Correct.

Mr. Mills: We have that issue throughout all of Baytree.

Mr. Showe: I know they tried to work on it when they were doing the roadway work because it makes a lot more sense to do it at the same time.

Mr. Mills: I agree. What are the Board's wishes?

Mr. Darby: Does it seriously jeopardize the condition of the road?

Mr. Viasalyers: I would have to defer to the engineer on that. I know that it is cracked. There is some damage there and it is ponding water.



Mr. Showe: We can have them take some pictures, review it and the Board can decide at the next meeting.

Mr. Darby: I think we need some professional advice.

Mr. Showe: Can you get some pictures, Will?

Mr. Viasalyers: Yes, I will do that. The third item would be the request to add two bench presses. I know it says \$1,200, but that's for two 4x10 bench pads using the existing material.. That would not include the benches. Just the pads. The benches are around \$1,000 plus whatever the freight is currently.

Mr. Darby: So, are we talking about \$3,500 in total?

Mr. Viasalyers: Yes.

Mr. Mills: Something like that.

Resident (Not Identified): Can I ask where they are going to be placed?

Mr. Mills: Do you know where the two current ones are up at the front lake and the one at the back lake? It will be right there. They are getting used.

Resident (Not Identified): All the time.

Mr. Mills: I'm happy to see that.

Mr. Showe: As I recall, the Board already approved the two benches. If there's no opposition, we will give them the okay.

Mr. Mills: Will, you and I will get together with the exact location if that's okay with the Board.

Mr. Viasalyers: Tropic-Care is currently working on the annual clearing of all of the conservation areas throughout the community. We have a meeting on Monday to touch on some of those areas to make sure that they are to the Board's standards. The pool was pressure washed back in December. The tennis court access control has been completed. That's all I have. I will touch on the speakers at the back of the guardhouse. Everything is in right now. We are just waiting for the vendor to install it.

Mr. Mills: Is that Spectrum?

Mr. Viasalyers: Yes. There was initially going to be an out-of-pocket expense for the District of around \$2,000. Being that the connection is already established at the pool area, they are going to use that construction cost and apply it towards the construction cost for the back

gate, leaving only around \$200 for the District to pay. Staff is working on getting that authorization form sent over to them to get that project started.

Mr. Mills: Two things that I would like to remind you of, William, is power washing the front wall. It is starting to get black.

Mr. Viasalyers: Off of N. Wickham Road and Baytree Drive.

Mr. Mills: We need to get those power washed and sealed. I talked to him yesterday while we were doing that. We went back and looked at the bathhouses. We will get him to do the floors at the same time because it is cruddy.

Mr. Viasalyers: We will get them to clean the grout.

Mr. Mills: We have to get it sealed as well.

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

Mr. Darby: I don't know where this one is going to go, but we received a request that we put larger stop signs at the cart crossing.

Mr. Mills: That is the golf course.

Mr. Showe: We requested the golf course do that. I will send them another email. That's all that we have.

## **SIXTH ORDER OF BUSINESS**

### **Treasurer's Report**

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

Mr. Showe: In your General Fund, from November 23, 2020 to January 26, 2021, we have Checks 76 through 111 in the amount of \$135,864.23. In your Capital Projects Fund, we have Checks 112 and 113 in the amount of \$24,908. In the Community Beautification Fund, we have Check 38 in the amount of \$2,100 and December and January payroll in the amount of \$1,662.30, for a grand total of \$163,606.53. Will and I can answer any questions on those invoices should you have any.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Check Register for November 23, 2020 to January 26, 2021 in the amount of \$163,606.53 was approved.

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

Mr. Showe: No action is required by the Board. Most of your accounts are falling in line and are in good shape. You are about 75% collected on your assessments, so we are in good shape.

**SEVENTH ORDER OF BUSINESS****Supervisor's Requests**

Mr. Mills: Rick, do you have anything?

Mr. Brown: Yes. I have three items. For the upcoming workshop, I would like to explore the possibility of annexing some of the conservation land and if there is a process we have to go through, who do we have to go to? I think the recreation area behind the pavilion, the way that land comes into the conservation area, if we have the ability to go in 10 or 12 feet, I think we have space for the pickleball court and a separate one. You may be fighting a giant or something, but we don't know until you ask. The only other concern that I have is at the pavilion parking lot, a black BMW was parked there for at least two-and-a-half weeks. When that one is not there, a white BMW is parked there for weeks at a time. I think they flip back and forth. I sent the license plate to Jason to see whether or not it is a resident because the black one has a transponder in it. We just can't make out what the transponder number is because the window is tinted, to see whether our transponder software system allows us to put in a license plate and will the owner pop up?

Mr. Showe: I think Will is good at that.

Mr. Viasalyers: I haven't found that one in my system.

Mr. Mills: The suggestion was made to put up a sign up there saying, "No Overnight Parking." It's only one car, but it has been there for at least two-and-a-half weeks

Mr. Showe: I think Mike can discuss the process.

Mr. Pawelczyk: I think we touched on that already. It does require some rulemaking for no overnight parking in the parking lot. The vehicle will be subject to towing.

Mr. Mills: Couldn't we just put a note on the windshield, "Please Do Not Park Here?"

Mr. Viasalyers: Sure.

Mr. Showe: I will draft one of those up for the next time he is out here.

Mr. Brown: I drive up and down here all the time when I play golf. I can put one there.

Mr. Showe: I will send both of you a copy of it.

Mr. Mills: Jason, we are going to meet with the holiday lighting guy when he gets back here.

Mr. Showe: Yes. It's on my calendar.

Mr. Brown: Great. I'm good.

Mr. Mills: Thanks Rick. Jerry?

Mr. Darby: Yes, a couple of things. A resident in Balmoral asked if there could be a way to get direct access to a linear trail from Baytree. The area that was suggested was difficult to accomplish. It is pretty overgrown. It may only be a quarter mile. There are various points along the golf course property where they would be not too much distance to get access. I know that Joanne and IOB has direct access to the linear trail. I'm not sure whether that would be something IOB would entertain for Baytree residents to use that access.

Ms. Wagner: I will bring it up at my next Board meeting and see what the residents' feelings are. My only concern is once we allow that, residents are going to start parking in our Clubhouse parking lot to go to the zoo and we just don't have the capacity to have all of those cars parked there, plus having them walk through all of that grass. We are in the process of hooking that gate to our access cards in the future. Not this year, but next year. I will bring it up at our next Board meeting.

Mr. Darby: Joann, I don't have a solution.

Ms. Wagner: I wish we could do something. Maybe we can work out some type of agreement between us and IOB.

Mr. Mills: Are a lot of people parking at the zoo and going on that trail from the zoo?

Ms. Wagner: Yes. That is what they are doing.

Mr. Darby: A possible solution is if we talk to the BCA about some of the funds that they are appropriating. If we were to suggest a paved path going from your parking lot to the gate. In addition, bikers don't like to go out onto N. Wickham Road to come around to the zoo.

Ms. Wagner: That would be a better solution, to have a path through there so they don't have to keep going through our grass. We just re-sodded a bunch of it now because of bicycles going through there.

Mr. Darby: I think that would be a good solution. Think about it.

Ms. Wagner: We will work on that.

Mr. Darby: I just want to put before the Board and this group to see how much interest there is. I know it is a secured area so people from outside can't get in without access. So, I think it's something we should pursue.

Ms. Wagner: The residents where I live, a lot of them volunteer there. I volunteer over there. It is always used.

Mr. Darby: Jason, are you going to update on our expense plan per our last conversation?

Mr. Showe: Yes.

Mr. Darby: Is that for the workshop?

Mr. Showe: Yes.

Mr. Pawelczyk: Just to follow up on what Jerry was saying about this path. If the CDD is going to fund it and it is not on CDD property, we would need to have an easement over it. Then it becomes public. So, it might be something that is more of a BCA/IOB issue for them to work together. We can certainly help them, but I'm thinking ahead. It is probably not something that you want to see.

Ms. Wagner: Just out of curiosity, what liability is associated with that?

Mr. Pawelczyk: The liability is less if it is public than it is if it is private because the District has sovereign immunity. When I say it's public, that means we can't restrict access from anyone utilizing the path. I think the goal as I am hearing is to limit it to IOB and Baytree residents. If the CDD is going to use assessment money to fund it, we need to have homeowner interest in that public improvement.

Ms. Wagner: So, the BCA would need to check with their members to see what arrangements could be made between us and IOB.

Mr. Pawelczyk: The CDD can do it. Now if there is something that connects through CDD property to the pad, then we can be involved in that. Just think about that. We can certainly answer any questions.

Mr. Mills: That is another item that we can discuss at the workshop.

Mr. Darby: Jason, what do we charge residents for transponders?

Mr. Showe: \$20.

Mr. Darby: We pay \$21 for them.

Mr. Showe: We can start looking at that. I think it may be time to go up to \$25. It just went over \$21 some time ago. It depends on how many you order. If I order another 500 at a time, I don't know that we use that many.

Mr. Darby: No, you ordered 250 last time. I think it might be worth taking a look at and readjusting that charge.

Mr. Showe: Sure.

Mr. Darby: To that extent, I was going through the website as I told you earlier today and I didn't see any place on there where a resident can find information as to how to get

transponders. Maybe I just missed it. Could you make sure that's updated? You might want to put the fee in there as well.

Mr. Showe: Yes. We will look at that.

Mr. Mills: They have been asking the guards at the front gate.

Mr. Showe: I get probably two or three calls per week. They are calling.

Mr. Darby: If it is just on there, they can just say, "Look, I'll be there at 10:00 a.m.

Mr. Showe: The challenge to that is sometimes we will rotate so we can confirm that they are going to be here on a certain date and time. We can put something on the website.

Mr. Darby: That's all I have.

Ms. Wagner: How do you handle tennis court access, Jason? Do they have to have a Driver's License?

Mr. Showe: They need to provide something that shows they own the home. So, if it's a tenant and they haven't registered their vehicle here yet, we load the Driver's License and we have them bring their Lease Agreement that shows their name, address and Driver's License. We need to have proof of ownership if they haven't had their car registered yet.

Mr. Brown: Can I make a suggestion? When that happens and you have a lessor showing you the Lease Agreement for a certain address, could you give that name and address to Fairway Management?

Ms. Wagner: We get it. I knock on the door and say, "Hi, you're a renter."

Mr. Brown: There was a major issue where eight or nine homes in Baytree were being leased and Fairway Management had three copies of the leases.

Ms. Wagner: In the newsletter that was just sent out, it said, "If you are a renter call Fairway Management."

Mr. Mills: If the homeowner has a lease with me, then the homeowner doesn't get the notice.

Mr. Showe: We can certainly try to get those.

Ms. Wagner: Jason, on the tennis, I have one house that has people coming in and out, but there is only one person on this lease. So, you would only give it to the person on the lease. They have a Driver's License that has that address.

Mr. Showe: If they have a Driver's License that has an address, they are entitled to a transponder.

Ms. Wagner: Okay.

Mr. Showe: If the vehicle is registered at that address, they are entitled to a transponder.

Ms. Wagner: What is the life of those transponders, just out of curiosity?

Mr. Showe: Forever.

Mr. Mills: Is that it, Jerry?

Mr. Darby: I'm good.

Mr. Mills: Rick?

Mr. Bosseler: I'm good.

Mr. Mills: I only have two items. Have we heard anything back from Space Coast?

Mr. Showe: I have not and I followed up with the county who said they were going to follow up with their code enforcement. I contacted them two weeks ago. So, I was going to wait and give them some more time.

Mr. Mills: Alright. We discussed this earlier. I want to use the rest of the beautification budget to cleanup a lot of the edges of the conservation areas because it looks pretty lousy in my opinion. William and I rode around the other day and we are going to try and improve the conservation area from encroaching on CDD property. It looks better. I think we are turning a corner on making Baytree look pretty good. That's all I have.

## **EIGHTH ORDER OF BUSINESS**

## **Public Comment Period**

Mr. Mills: Are there comments from the audience?

Ms. Wagner: The property as we come into National Drive from Old Tramway Drive heading towards the golf course, who owns that property on the right-hand side?

Mr. Mills: That is a conservation area. Will and I discussed what we can do there and how far back we can do.

Ms. Wagner: That probably could be a viable area.

Mr. Mills: It's already on the agenda. Are there any other public comments?

Mr. J.P. Heatherington (Southpointe): I have been a resident for 10 years. I am affected by the stop signs to the maximum degree possible. To be clear, I'm not anti-safety and I'm certainly supportive of the Board's efforts to control the speeding. I agree with you; however, it is very clear that a stop sign is not a speed control device. Secondly, if you go through the main road, stop signs could be used as a ROW device. So, the consideration of putting a stop sign in

had to do with essentially either A the amount of traffic through the area or B the number of crashes. We don't have either of those problems.

Mr. Mills: Yes, we do.

Mr. Heatherington: That's fine. So, I recognize what we are doing, which is to have the engineer study the documents because that's also a requirement. My question for the engineer is am I going to be able to see it?

Mr. Showe: Yes. It will be in the agenda package. It is on the Baytree website. All of the agenda packages were there.

Mr. Heatherington: Okay. I am going to want to see it because I don't know who this engineering firm is. If they are not following a manual, I will go to the FDOT. You can't use stop signs for speed control and you can't just say safety. You can't do that. That's my comment.

Mr. Mills: Do you have any suggestions as to what we can do?

Mr. Huot: Yes. Read the stop signs.

Mr. Heatherington: What does that do if it does the same thing before I was coming over here? Turning in from Balmoral, a guy from in the back somewhere, went up to the left without stopping for the stop sign.

Mr. Brown: I live on Old Tramway Drive. I have a grandson. When he comes over after school, we like to play. I can't tell you how many times I have seen cars coming from Phase 2 down Old Tramway Drive doing at least 40 mph. I looked upon it as a safety issue. This is a neighborhood. It is not a small neighborhood, but a large neighborhood. The streets are two-and-a-half lanes wide, yet people are doing 35 to 40 mph down my street. I fear for the safety of my grandson who wants to play basketball. If that basketball goes out into the street, God forbid. Maybe I'm over exaggerating.

Mr. Heatherington: I don't think there's anything wrong with what you are saying. I'm just telling you that you can't use stop signs. That solves that problem. It's very clear.

Ms. Wagner: So how do we solve the problem? Do you have a suggestion?

Mr. Heatherington: That is not my job. I'm just telling you that you can't have stop signs.

Mr. Mills: Let's not get into a public debate.

Mr. Brown: Based on what I heard today, we asked the engineer to work with the attorney to make sure that everything we are doing is according to law, regulation, requirements, whatever in the State of Florida. When that comes out, if they can put that in writing, we are



going to take a look at that at our next meeting. That will be in the Board packet. I encourage you to go out and take a look at it and go from there. I just think from a safety standpoint, you like to tell people to do 25 mph, but I have seen people coming down there texting on their phone doing 35 to 40 mph in a 25 mph speed limit zone.

Mr. Darby: When we looked to changing our engineering firm last year from Atkins, we specifically looked for a firm that specialized in traffic control. We selected them because the engineers in this firm are certified traffic engineers, at least 50% are, following major projects such as the I-4 reconstruction because of the traffic issues we have here. So, when they come back, it should be an authentic well thought out response to the situation. If for some reason we are not allowed to do it, then we have to follow up.

Mr. Mills: I agree. Anything else?

Resident (Not Identified): I have a question about the pool area. It was power washed and it was great that you have that done, but it has uncovered a lot of imperfections. I think the entire area needs a facelift, the bathrooms, ladies' room, showers. A lot of us go there at least three times a week and we are all complaining about it, but no one seems to do anything about it. So, I thought that I would say something.

Mr. Mills: It's very interesting that you brought that up because William and I were there yesterday looking at possibly getting rid of the green paint that is there and do the gray to match all of the monuments.

Resident (Not Identified): What about all of the cracks.

Mr. Mills: I don't have an address, but that is not my area of responsibility.

Mr. Bosseler: William and I just started talking seriously about getting bids for repairing the imperfections. So that is in process.

Resident (Not Identified): What about the bathrooms?

Mr. Mills: We are power washing all of these doors.

Mr. Viasalyers: She is talking about painting it.

Resident (Not Identified): Everything looks sad.

Mr. Bosseler: I disagree with you. I go there once or twice a week. The bathrooms are passable. To put in an ADA bathroom in our facility is \$25,000. That's not conceivable. We clean them up. We need a new light.

Resident (Not Identified): What about the showers?

Mr. Bosseler: We do need chains on the shower. My wife does water aerobics with you and I hear this all day. I'm on it.

Resident (Not Identified): What about the new access system?

Mr. Bosseler: Did you send us a letter?

Resident (Not Identified): Yes.

Mr. Showe: They are working on it right now.

Mr. Bosseler: Why they put in the incorrect one to begin with, I don't know. We are talking about the new access gate to the pool. They put in a pole and ran the conduit along the sidewalk. They didn't like that, so they came back on their own. They took all of that out and they put something on the inside of the pillar where you press the button and the gate opens. The problem is you can redrum the pillar and activate the gate. So, William has already jumped on that. We are taking care of that.

Resident (Not Identified): Thank you.

Mr. Bosseler: We need new pool furniture. There is a ton of things we can spend money on. Keep suggesting. We have to replace the drinking fountain. It looks terrible.

Mr. Mills: William, the guy that is painting the monuments, have him get an appraisal on painting those bathrooms.

Mr. Viasalyers: Alright.

Mr. Mills: Everything else will be brought before the Board. Thank you very much for attending and we will see you in April.

## **NINTH ORDER OF BUSINESS**

## **Adjournment**

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



Baytree CDD  
March 9, 2021

***Workshop Meeting***

1. Roll Call
  - A. Board of Supervisors – Mel Mills (Chair), Jerry Darby (VC), Richard Bosseler, Rick Brown, Carolyn Witcher
  - B. Staff – Jason Showe (District Manager), William Viasalyers (Field Manager), Peter Armans (District Engineer – via phone)
2. Engineer Discussion
  - A. Engineer discussed drafting memo to Brevard County detailing stop signs and speed humps.
3. Discussion of Zoo Trail
  - A. Discussion of weather on not to pursue this project from the CDD, Manager to communicate with resident.
4. Letter to Golf Course
  - A. Board discussed review of the letter to golf course. Manager will revise and send to Rick Brown to review.
5. Discussion of Holiday Lighting
  - A. Board discussed the need for additional information. Manager to bring revised proposal back for consideration, removing Add-Ons – Area 4, and getting pricing for individual items on Area 5.
6. Discussion of Additional Benches
  - A. Discussion to add pad and bench to Balmoral Park
7. Discussion of Overnight Parking Rules
  - A. Discussion regarding adding signage at Recreation Area for “No Overnight Parking”. And whether or not to move forward on official rule making process.
8. Discussion of Amenity Plans and FY 2022 Budget Process
  - A. Amenity Plan
    - i. Get Quotes for Pickleball Court
  - B. FY 2022 Budget – Discussion Changes
    - i. \$5k from Beautification for Holiday Lighting
    - ii. Remove \$40k from Gate Operators and move to FY 2023
    - iii. Hold Assessments at \$2k per home, balance to reserves
9. Meeting Adjournment
  - A. **APPROVED UNANIMOUSLY**

## SECTION V

# SECTION A

## RESOLUTION 2021-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Baytree Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 4, 2021

HOUR: 12:00 p.m.

LOCATION: Baytree National Golf Links  
8207 National Drive  
Melbourne, FL 32940

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF APRIL, 2021.**

ATTEST:

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_



# **Baytree**

***Community Development District***



## **Proposed Budget**

**FY 2022**

Presented by:



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**Baytree**  
**Community Development District**  
Proposed Budget FY 2022  
General Fund

Description	Adopted Budget FY2021	Actual thru 02/28/21	Projected Next 7 Months	Total Projected 09/30/21	Proposed Budget FY 2022
<b>Revenues</b>					
Maintenance Assessments	\$853,142	\$788,754	\$64,388	\$853,142	\$905,346
Miscellaneous Income (IOB Cost Share Agreement)	\$42,299	\$9,004	\$33,295	\$42,299	\$43,269
Miscellaneous Income	\$8,000	\$4,445	\$700	\$5,145	\$9,250
<b>Total Revenues</b>	<b>\$903,441</b>	<b>\$802,203</b>	<b>\$98,383</b>	<b>\$900,586</b>	<b>\$957,865</b>

**Expenditures**

**Administrative**

Supervisor Fees	\$8,000	\$4,600	\$5,000	\$9,600	\$8,000
FICA Expense	\$612	\$352	\$383	\$734	\$612
Engineering	\$30,000	\$13,715	\$17,500	\$31,215	\$35,000
Assessment Administration	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$17,750	\$8,483	\$16,965	\$25,448	\$18,000
Annual Audit	\$3,185	\$0	\$3,185	\$3,185	\$3,265
Management Fees	\$42,166	\$17,569	\$24,597	\$42,166	\$42,166
Information Technology	\$2,800	\$1,176	\$1,624	\$2,800	\$1,650
Website Maintenance	\$0	\$0	\$0	\$0	\$1,100
Telephone	\$150	\$95	\$134	\$229	\$250
Postage	\$1,500	\$412	\$577	\$990	\$1,500
Insurance	\$15,100	\$16,647	\$0	\$16,647	\$19,058
Tax Collector Fee	\$13,980	\$16,023	\$1,780	\$17,803	\$18,107
Printing & Binding	\$1,700	\$370	\$518	\$887	\$1,500
Legal Advertising	\$1,200	\$1,094	\$547	\$1,642	\$1,500
Other Current Charges	\$1,500	\$1,008	\$1,412	\$2,420	\$3,000
Office Supplies	\$200	\$93	\$144	\$237	\$250
Property Taxes	\$250	\$253	\$0	\$253	\$250
Property Appraiser	\$234	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenses</b>	<b>\$148,002</b>	<b>\$89,800</b>	<b>\$74,365</b>	<b>\$164,165</b>	<b>\$163,117</b>

**Baytree**  
**Community Development District**  
Proposed Budget FY 2022  
General Fund

Description	Adopted Budget FY2021	Actual thru 02/28/21	Projected Next 7 Months	Total Projected 09/30/21	Proposed Budget FY 2022
<u>Operation and Maintenance</u>					
Security Contract	\$179,666	\$72,603	\$101,644	\$174,247	\$185,056
Gate Maintenance Contract	\$1,200	\$550	\$650	\$1,200	\$1,200
Maintenance - Gatehouse	\$9,500	\$2,421	\$3,389	\$5,810	\$9,500
Telephone/Internet - Gatehouse/Pool	\$14,500	\$7,191	\$10,068	\$17,259	\$14,500
Transponders	\$5,000	\$5,287	\$0	\$5,287	\$5,000
Field Management Fees	\$28,684	\$11,952	\$16,732	\$28,684	\$29,545
Electric	\$50,000	\$20,686	\$28,961	\$49,647	\$51,500
Water & Sewer	\$11,500	\$3,411	\$4,775	\$8,186	\$12,650
Gas	\$7,800	\$2,080	\$2,912	\$4,992	\$6,500
Trash Removal	\$404	\$241	\$337	\$577	\$576
Maintenance - Lakes	\$33,360	\$13,860	\$19,404	\$33,264	\$36,696
Maintenance - Landscape Contract	\$93,000	\$38,750	\$54,250	\$93,000	\$97,650
Maintenance - Additional Landscape	\$15,000	\$17,947	\$0	\$17,947	\$15,000
Maintenance - Pool	\$17,000	\$8,895	\$10,500	\$19,395	\$18,700
Maintenance - Irrigation	\$10,000	\$862	\$1,207	\$2,069	\$8,775
Maintenance - Lighting	\$9,000	\$1,083	\$1,516	\$2,598	\$8,000
Maintenance - Monuments	\$5,000	\$2,422	\$3,391	\$5,813	\$4,000
Maintenance - Fountain	\$700	\$175	\$525	\$700	\$700
Maintenance - Other Field (R&M General)	\$4,000	\$3,630	\$0	\$3,630	\$4,000
Maintenance - Recreation	\$1,500	\$0	\$1,000	\$1,000	\$1,500
Holiday Landscape Lighting	\$10,000	\$9,492	\$0	\$9,492	\$10,000
Operating Supplies	\$750	\$1,394	\$0	\$1,394	\$750
Sidewalk/Curb Cleaning	\$11,000	\$0	\$11,000	\$11,000	\$15,000
Miscellaneous	\$1,000	\$0	\$1,000	\$1,000	\$1,000
<b>O&amp;M Expenses</b>	<b>\$519,565</b>	<b>\$224,932</b>	<b>\$273,261</b>	<b>\$498,193</b>	<b>\$537,798</b>
<u>Reserves</u>					
Transfer Out - Capital Projects- Paving - Baytree	\$75,370	\$0	\$75,370	\$75,370	\$75,370
Transfer Out - Capital Projects - Paving - IOB Funds	\$24,630	\$0	\$24,630	\$24,630	\$24,630
Transfer Out - Capital Projects - Reserves	\$60,531	\$30,266	\$30,266	\$60,531	\$82,443
Transfer Out - Community Beautification Fund	\$45,265	\$45,265	\$0	\$45,265	\$37,265
Transfer Out - Rebalance First Quarter Operating	\$30,078	\$0	\$30,078	\$30,078	\$37,242
<b>Reserves</b>	<b>\$235,874</b>	<b>\$75,531</b>	<b>\$160,344</b>	<b>\$235,874</b>	<b>\$256,950</b>
<b>Total Expenses</b>	<b>\$903,441</b>	<b>\$390,263</b>	<b>\$507,970</b>	<b>\$898,233</b>	<b>\$957,865</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$411,940</b>	<b>(\$409,587)</b>	<b>\$2,353</b>	<b>\$0</b>

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2022**

**REVENUES:**

**Maintenance Assessments**

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

**Interest Income**

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

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

Represents estimated earnings from Isles of Baytree.

**Miscellaneous Income**

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

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**EXPENDITURES**

**Administrative:**

**Supervisor Fees**

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

**FICA Expense**

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

**Engineering**

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

**Assessment Administration**

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

**Attorney Fees**

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



**Baytree**  
**Community Development District**  
**FISCAL YEAR 2022**

**Annual Audit**

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

**Management Fees**

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

**Information Technology**

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

**Website Maintenance**

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc

**Telephone**

Telephone and fax machine.

**Postage**

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

**Insurance**

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

**Tax Collector Fee**

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

**Printing & Binding**

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

**Legal Advertising**

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

**Other Current Charges**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2022**

**Office Supplies**

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

**Property Taxes**

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

**Property Appraiser**

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

**Dues, License & Subscriptions**

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

**Operation and Maintenance:**

**Security Contract**

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

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: CONTRACT COST OF \$20.26 PER HOUR FOR 356 DAYS	\$173,102
HOLIDAY HOURS: CONTRACT COST OF \$30.39 PER HOUR FOR 9 DAYS	\$6,564
CONTINGENCY	\$5,390
	<u>\$185,056</u>

**Gate Maintenance Contract**

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

**Maintenance - Gatehouse**

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

**Telephone/Internet - Gatehouse/Pool**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
201 BAYTREE DR FRONT GATE	\$200	\$2,400
630 BAYTREE DR BACK GATE	\$400	\$4,800
8207 NATIONAL DR POOL AREA	\$200	\$2,400
CONTINGENCY		\$4,900
		<u>\$14,500</u>

# Baytree Community Development District FISCAL YEAR 2022

## Transponders

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

## Field Management Fees

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$2,462	\$29,545
		<u>\$29,545</u>

## Electric

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
00533-81406 8002 BRADWICK WAY # WALL	\$15	\$180
02781-39043 8207 NATIONAL DR # POOL HSE	\$500	\$6,000
04080-73153 609 BAYTREE DR # WALL	\$15	\$180
04396-25492 8205 NATIONAL DR # COURTS	\$45	\$540
09459-03086 8147 OLD TRAMWAY DR # ENTRANCE	\$20	\$240
11105-10375 7948 DAVENTRY DR # WALL	\$15	\$180
14771-79517 345 BAYTREE DR # PUMP	\$40	\$480
15604-14425 8005 KINGSWOOD WAY # FOUNTAIN	\$300	\$3,600
36008-52200 602 BAYTREE DR # SIGN	\$20	\$240
46619-40025 8253 OLD TRAMWAY DR # ENT SIGN	\$25	\$300
47131-19107 1409 SOUTHPOINTE CT# ENT SIGN	\$15	\$180
67950-66148 7951 DAVENTRY DR # PUMP STREET	\$45	\$540
724916-0156 7942 KINGSWOOD WAY #LIGHTS	\$20	\$240
73679-10572 201 BAYTREE DR # GRD HSE	\$110	\$1,320
83711-46575 8005 KINGSWOOD WAY # STREET LIGHTS	\$2,700	\$32,400
86596-45173 8005 KINGSWOOD WAY # PUMP	\$140	\$1,680
88573-27285 687 DEERHURST DR # PUMP	\$70	\$840
91260-64568 8128 OLD TRAMWAY DR # SIGN	\$15	\$180
99142-26460 8005 KINGSWOOD WAY# GATE	\$20	\$240
Contingency		<u>\$1,940</u>
		<u>\$51,500</u>



**Baytree**  
**Community Development District**  
**FISCAL YEAR 2022**

**Water & Sewer**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$60	\$720
167895-118058	8207 NATIONAL DR #POOL	\$800	\$9,600
	CONTINGENCY		\$2,330
			<u>\$12,650</u>

**Gas**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
2932702542	8205 NATIONAL DR POOL HEATER	\$500	\$6,000
	CONTINGENCY		\$500
			<u>\$6,500</u>

**Trash Removal**

Represents cost of trash removal services. Services are provided by Waste Management.

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
	96 Gallon Trash Toter	\$48	\$576
			<u>\$576</u>

**Maintenance - Lakes**

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

	DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
	LAKE MAINTENANCE	\$2,540	\$30,480
	NATURAL AREAS MANAGEMENT: CONTRACT COST OF \$480 BI-MONTHLY		\$2,880
	CONTINGENCY		\$3,336
			<u>\$36,696</u>

# Baytree Community Development District FISCAL YEAR 2022

## **Maintenance - Landscape Contract**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$7,750	\$93,000
CONTINGENCY		\$4,650
		<u>\$97,650</u>

## **Maintenance - Additional Landscape**

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

## **Maintenance - Pool**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
VENDOR: BEACH POOLS		
POOL MAINTENANCE		
SEPTEMBER THRU MAY - 3 DAYS/WEEK	\$625	\$5,625
JUNE THRU AUGUST - 5 DAYS/WEEK	\$800	\$2,400
CONTINGENCY - POOL REPAIRS		\$3,500
VENDOR: COVERALL OF ORLANDO		
JANITORIAL SERVICES	\$431	\$5,172
SUPPLIES		\$2,003
		<u>\$18,700</u>

## **Maintenance - Irrigation**

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

## **Maintenance - Lighting**

Estimated cost for routine/replacement of fixtures.

## **Maintenance - Monuments**

Estimated cost to pressure clean and paint monuments.

## **Maintenance - Fountain**

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

## **Maintenance - Other Field**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2022**

**Maintenance – Recreation**

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

**Holiday Landscape Lighting**

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

**Operating Supplies**

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

**Sidewalk/Curb Cleaning**

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

**Miscellaneous**

Any other miscellaneous expenses incurred during the year.

**Reserves:**

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

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

**Transfer Out - Capital Projects - Reserves**

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

**Transfer Out - Community Beautification Fund**

Represents the assessments dedicated to the Community Beautification Fund.

**Baytree**  
**Community Development District**  
Proposed Budget FY 2022  
Capital Projects Reserve

Description	Adopted Budget FY2021	Actual thru 02/28/21	Projected Next 7 Months	Total Projected 09/30/21	Proposed Budget FY 2022
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**Revenues:**

Beginning Fund Balance	\$2,729	\$32,300	\$0	\$32,300	\$14,279
BCA Contribution	\$0	\$0	\$0	\$0	\$40,000
Transfer In - Baytree	\$60,531	\$30,266	\$30,266	\$60,531	\$82,443
Interest Income	\$100	\$0	\$100	\$100	\$100

<b>Total Revenues</b>	<b>\$63,360</b>	<b>\$62,566</b>	<b>\$30,366</b>	<b>\$92,931</b>	<b>\$136,822</b>
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**Expenses:**

Lake Bank Restoration/Evaluation	\$30,000	\$20,680	\$9,320	\$30,000	\$30,000
Sidewalk/Gutter Repair	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Drainage Maintenance	\$8,000	\$0	\$8,000	\$8,000	\$8,000
Curb -Tree Trimming/Replacements	\$4,000	\$0	\$4,000	\$4,000	\$4,000
Recreation Area Improvements	\$10,000	\$7,665	\$2,335	\$10,000	\$30,000
Lake Fountain Replacement	\$0	\$0	\$0	\$0	\$8,000
Pool Equipment	\$0	\$4,568	\$0	\$4,568	\$0
Pool Furniture	\$0	\$0	\$0	\$0	\$4,000
Pool Refurbishing	\$0	\$0	\$0	\$0	\$15,000
Gate Operators	\$0	\$0	\$0	\$0	\$0
Pool Drinking Fountain	\$0	\$0	\$0	\$0	\$1,000
Bank Fees	\$0	\$210	\$294	\$504	\$0
Capital Outlay	\$0	\$11,580	\$0	\$11,580	\$20,000

<b>Total Expenses</b>	<b>\$62,000</b>	<b>\$44,703</b>	<b>\$33,949</b>	<b>\$78,652</b>	<b>\$130,000</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$1,360</b>	<b>\$17,863</b>	<b>(\$3,584)</b>	<b>\$14,279</b>	<b>\$6,822</b>
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Baytree CDD - Capital Improvement Program					
Project Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Lake Bank Restoration	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk /Gutter Repair	\$ 10,000	\$ 10,000	\$ 14,500	\$ 14,500	\$ 14,500
Drainage Maintenance	\$ 8,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Curb - Tree Trimming/Replacements	\$ 4,000	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
Tennis Court Lights	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -
Pool Refurbishment	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Recreational Area Improvements	\$ 30,000	\$ 5,000	\$ -	\$ -	\$ -
Pool Drinking Fountain	\$ 1,000	\$ -	\$ -	\$ -	\$ -
Pool Furniture	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Lake Fountain Replacement	\$ 8,000	\$ -	\$ -	\$ -	\$ -
Gate Operators		\$ 40,000	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 110,000</b>	<b>\$ 103,500</b>	<b>\$ 61,000</b>	<b>\$ 63,000</b>	<b>\$ 65,000</b>

**Baytree**  
**Community Development District**  
**Proposed Budget FY 2022**  
**Pavement Management**

Description	Adopted Budget FY2021	Actual thru 02/28/21	Projected Next 7 Months	Total Projected 09/30/21	Proposed Budget FY 2022
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**Revenues:**

Beginning Fund Balance	\$278,788	\$278,775	\$0	\$278,775	\$378,454
Transfer In - Baytree	\$75,370	\$0	\$75,370	\$75,370	\$75,370
Transfer In - IOB	\$24,630	\$0	\$24,630	\$24,630	\$24,630
Interest Income	\$75	\$12	\$63	\$75	\$75

<b>Total Revenues</b>	<b>\$378,863</b>	<b>\$278,787</b>	<b>\$100,063</b>	<b>\$378,850</b>	<b>\$478,529</b>
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**Expenses:**

Bank Fees	\$0	\$165	\$231	\$396	\$0
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<b>Total Expenses</b>	<b>\$0</b>	<b>\$165</b>	<b>\$231</b>	<b>\$396</b>	<b>\$0</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$378,863</b>	<b>\$278,622</b>	<b>\$99,832</b>	<b>\$378,454</b>	<b>\$478,529</b>
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	CARRY FORWARD SPLIT	
BAYTREE	\$330,371	\$405,816
IOB	\$48,083	\$72,713
	<u>\$378,454</u>	<u>\$478,529</u>



**Baytree**  
**Community Development District**  
**Proposed Budget FY 2022**  
**Community Beautification**

Description	Adopted Budget FY2021	Actual thru 02/28/21	Projected Next 7 Months	Total Projected 09/30/21	Proposed Budget FY 2022
<b>Revenues:</b>					
Beginning Fund Balance	\$12,859	\$9,525	\$0	\$9,525	\$50,716
Transfer In - Baytree	\$45,265	\$45,265	\$0	\$45,265	\$37,265
<b>Total Revenues</b>	<b>\$58,124</b>	<b>\$54,790</b>	<b>\$0</b>	<b>\$54,790</b>	<b>\$87,981</b>
<b>Expenses:</b>					
Bank Fees	\$150	\$210	\$294	\$504	\$750
Beautification Projects	\$0	\$1,320	\$0	\$1,320	\$0
Landscape Improvements	\$0	\$2,250	\$0	\$2,250	\$0
<b>Total Expenses</b>	<b>\$150</b>	<b>\$3,780</b>	<b>\$294</b>	<b>\$4,074</b>	<b>\$750</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$57,974</b>	<b>\$51,010</b>	<b>(\$294)</b>	<b>\$50,716</b>	<b>\$87,231</b>

# Baytree

## Community Development District

### O&M Assessment Calculation

	<u>FY 2021</u>	<u>FY 2022</u>	
Net Assessments	\$853,142	\$905,346	
Discounts (4%)	\$35,691	\$37,875	
Gross Assessments	<u>\$888,833</u>	<u>\$943,221</u>	
Less : Golf Course (2.25%)	\$19,999	\$21,222	
Adjusted Gross	<u>\$868,834</u>	<u>\$921,999</u>	
Assessable Units:			
Phase 1	304	304	
Phase 2	<u>157</u>	<u>157</u>	
Total	461	461	
			<u>Change From</u>
			<u>2021</u>
Per Unit O & M Assessments	\$1,884.67	\$2,000.00	\$115.32

FY 2022 Baytree CDD Assessments	Phase 1	Phase 2
Per Unit O & M	\$2,000	\$2,000



**Isles of Baytree**  
**Baytree Roadway Maintenance Cost Sharing Agreement**  
**Proposed Budget FY2022**

	<b>FY22 Proposed Budget</b>
Security	\$185,056
Maintenance - Gatehouse/Agreement	\$10,700
Telephone - Gatehouse	\$14,500
Utilities <sup>1</sup>	\$5,340
Maintenance - Lighting	\$250
Capital Reserve - Paving Management <sup>2</sup>	\$24,630
<b>Total</b>	<b>\$240,476</b>
Less: Golf Course Contribution (2.25%)	(\$5,411)
<b>Total to be assessed To Baytree CDD &amp; Isles of Baytree HOA</b>	<b>\$235,065</b>
<b>Total Number of Lots</b>	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	<b>565</b>
<b>Total Per Lot Assessment</b>	<b>\$416</b>
<b>Total Expenses divided by Total Units</b>	
<b>Proposed Amount for Isles of Baytree HOA for FY22</b>	<b>\$43,269</b>

**Notes**

**Total Utilities**

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

Capital Reserve Calculation is based on the following areas:

Baytree Boulevard  
National Drive  
Kingswood Drive

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

Total Projected FY22 Paving Management	\$100,000
IOB Shared Cost	\$24,630

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

<b>Allocation of Operating Reserves</b>	
<b><u>Estimated Funds Available</u></b>	
Beginning Fund Balance - Fiscal Year 2021	\$99,678
Projected Fiscal Year 2021 Excess (Deficit)	<u>\$2,353</u>
Total Estimated Funds Available First Quarter Operating Reserve- 9/30/21	<u>\$102,031</u>
Rebalance First Quarter Operating - FY 22	<u>\$32,419</u>
<b>Total First Quarter at 9/30/21</b>	<b><u>\$134,449</u></b>
<b><u>Allocation of Reserves</u></b>	
Estimated Capital Reserve Fund Balance (Carry forward Plus New FY22 Funds)	\$96,722
Estimated Beautification Fund Balance (Carry forward Plus New FY22 Funds)	<u>\$87,981</u>
<b>Total Reserves for Capital Projects (Start of FY22)</b>	<b><u>\$184,703</u></b>

## **SECTION B**



## PROPOSAL

**Holiday Lightsapes**  
3855 Tucks Road  
Boynton Beach, FL 33436  
[www.holidaylightsapes.com](http://www.holidaylightsapes.com)  
[info@holidaylightsapes.com](mailto:info@holidaylightsapes.com)

To: Jason Showe - [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

**Project Title: Baytree Community Holiday Lighting 2021 – 2022 Season**

Submitted on: 3/3/2021

### Job Description:

**Holiday Lightsapes will install, maintain, and remove the following lights and decorations.**

**(Maintenance included through January 2<sup>nd</sup>)** Holiday Lightsapes will light all areas specified below with commercial grade LED products. The overall project objective is to provide The Baytree Community with a beautiful display that will be enjoyed through the Holidays. The project is broken down by section and details are provided below.

**Any additional services to be added require further bid and proposal**

### AREA 1 – ALL PREVIOUS LIGHTING AND DÉCOR AS OF 2020

- Outlining 3 monuments in LED garland with 2 red bows on each monument
- 4 – large palms spiral wrapped in warm white LED minis on base
- Drooping pre-lit LED garland on two wing walls at main entrance
- Lining Trim of 2 guard houses with LED C-9

(LABOR ONLY) **TOTAL = \$1,965.00**

**\*\* ADD-ON – One large palm at front center median**

**+\$350.00**

### AREA 2 – MONUMENT SIGNS THROUGHOUT COMMUNITY

- 15 monument signs throughout community decorated with 1 pre-lit wreath per sign
- 15 monument signs w top edge outlined in LED C9 stringer lighting

**TOTAL = \$2,275.00**

**\*\* ADD-ON – Upgrade to 36" wreath for center of monument signs**

**+525.00**

### AREA 3 – MAIN ENTRANCE OAK TREES IN CENTER MEDIAN

- 5 – Large Oak trees spiral wrapped in LED mini lights on base and main branches
- 40 – Animated Icicles randomly staggered throughout branches in 5 main Oak trees

**TOTAL = \$3,280.00**

### \*\* ADD-ONS | AREA 4 – NEW PALMS ADDED TO DISPLAY

- 4 – Sylvester palms on exit side drive spiral wrapped in LED mini lights on base
- 1 – Large Medjool palm in front of guardhouse spiral wrapped in LED mini lights on base
- 1 – Large Queen palm behind guardhouse spiral wrapped in LED mini lights on base
- 2 – Color changing RGB up-lights to showcase fountain on the drive into community

**TOTAL = \$1,600.00**

**DISPLAY TOTAL = \$9,995 LESS 10% DISCOUNT FOR MULTI-YEAR CONTRACT = \$8,995.50**

**\*\* ADD-ONS | AREA 5 – OAK TREES WITH ADDITIONAL ICICLES FOR CENTER MEDIAN**

- 2 – Large Oak trees spiral wrapped in LED mini lights on base and main branches.  
*(Entrance and exit side of main entrance off Wickham Road)*
- 80 – Animated Icicles randomly staggered throughout branches in 2 main Oak trees – 40 per
- 60 – Additional animated Icicles randomly staggered throughout branches in 5 main Oak trees.  
*(Center median at main entrance off Wickham Road)*
- Random pattern LED mini lights laced in hedges on center median at main entrance.

**TOTAL = \$6,300.00**

**3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$15,295.00**

**\*\* PRICE ABOVE INCLUDES PRODUCT, MATERIAL, EQUIPMENT and LABOR \*\***

**\*\* INSTALLATION, MAINTENCE, and REMOVAL \*\***

**50% deposit to secure installation, 50% due upon completion of installation**

## **Terms of Agreement**

Thank you for the opportunity to partner with The Baytree Community. This agreement outlines the terms under which Holiday Lightscares agrees to serve as your holiday decorator for 2021-2022 decorating season.

### **FEES**

The Baytree Community agrees to pay Holiday Lightscares the total cost outlined in the proposal that includes the cost of materials and labor. Payment must be made with a 50% deposit prior to beginning work and final balance at completion of installation. The 'completion date' is defined as the date when the décor has been installed and working properly.

Invoices shall be payable with fifteen (15) days of the invoice date. A penalty of 3% per month will be applied to all balances over 30 days past due.

### **INSURANCE**

During the term of this agreement, Holiday Lightscares agrees to maintain Commercial General Liability Insurance.

### **LIABILITY**

The Baytree Community agrees to defend, hold harmless and indemnify Holiday Lightscares, its officers and employees from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation/takedown or location of materials, unless such damage or loss is a result of the gross negligence of Holiday Lightscares.

### **CONDITIONS**

Installation of lights and décor will take place before November 24<sup>th</sup> 2016. Every effort will be made to have the lights plugged in on the date provided to us at the bottom of this agreement. Note: Installation will not always occur on the same day as the plug-in date.

It is assumed that sufficient electrical power will be available for use in decorative illumination. The Baytree Community will be responsible for supplying the adequate power including receptacles for completing the project. \*\*\*GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets from tripping when the lights get wet. They simply must be reset once they are dried out.

Holiday Lightscares will use the best commercial grade materials in installing the decorative lighting but makes no claim to installation code compliance. All of the lights and decorations are supplied with a manufacturer's warranty.

Employee(s) of Holiday Lightscares will periodically visit the site and make service calls to the customer as necessary to repair any installation problems and replace expired bulbs. Maintenance does not cover vandalism, damage from lawn/landscape companies, or animals.

Any permanent fastening or drilling will be approved in advance. Best efforts will be made to avoid permanent fasteners.

In any case The Baytree Community decides to terminate contract early and not retain our services, Holiday Lightscares retains the right to charge 30% buyout of contract for remaining years.



## AGREEMENT

This Agreement contains a complete statement of all terms of the Agreement between the parties, superseded all previous agreements, and cannot be changed or modified, except by written agreement signed by both parties. In the event of an express conflict between the terms of this Agreement and an Agreement Addendum, the terms of this Agreement shall govern. This agreement shall be governed by and in accordance with the laws of the State of Florida.

The Holiday Lightscares team looks forward to working with you! Upon acceptance, sign and email to [info@holidaylightscares.com](mailto:info@holidaylightscares.com).

Holiday Lightscares  
3855 Tucks Road  
Boynton Beach, FL 33436  
407.808.8328

Jason Showe – [jshowe@govmgtsvc.com](mailto:jshowe@govmgtsvc.com)  
8207 National Drive  
Melbourne, FL 32940  
407.470.8825

**3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$15,295.00**

**\*\* MUST SIGN CONTRACT AND SUBMIT 50% DEPOSIT FOR AUTHORIZATION \*\***

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

### **UPON ACCEPTANCE, PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION**

I would like the lights plugged in on \_\_\_\_\_ (weather permitting)

I would like the lights unplugged on \_\_\_\_\_ (weather permitting)

I would like the lights to turn on at (circle one)

4PM   4:30PM   5PM   5:30PM   6PM   6:30PM   7PM   7:30PM   8PM   8:30PM

I would like the lights to turn off at (circle one)

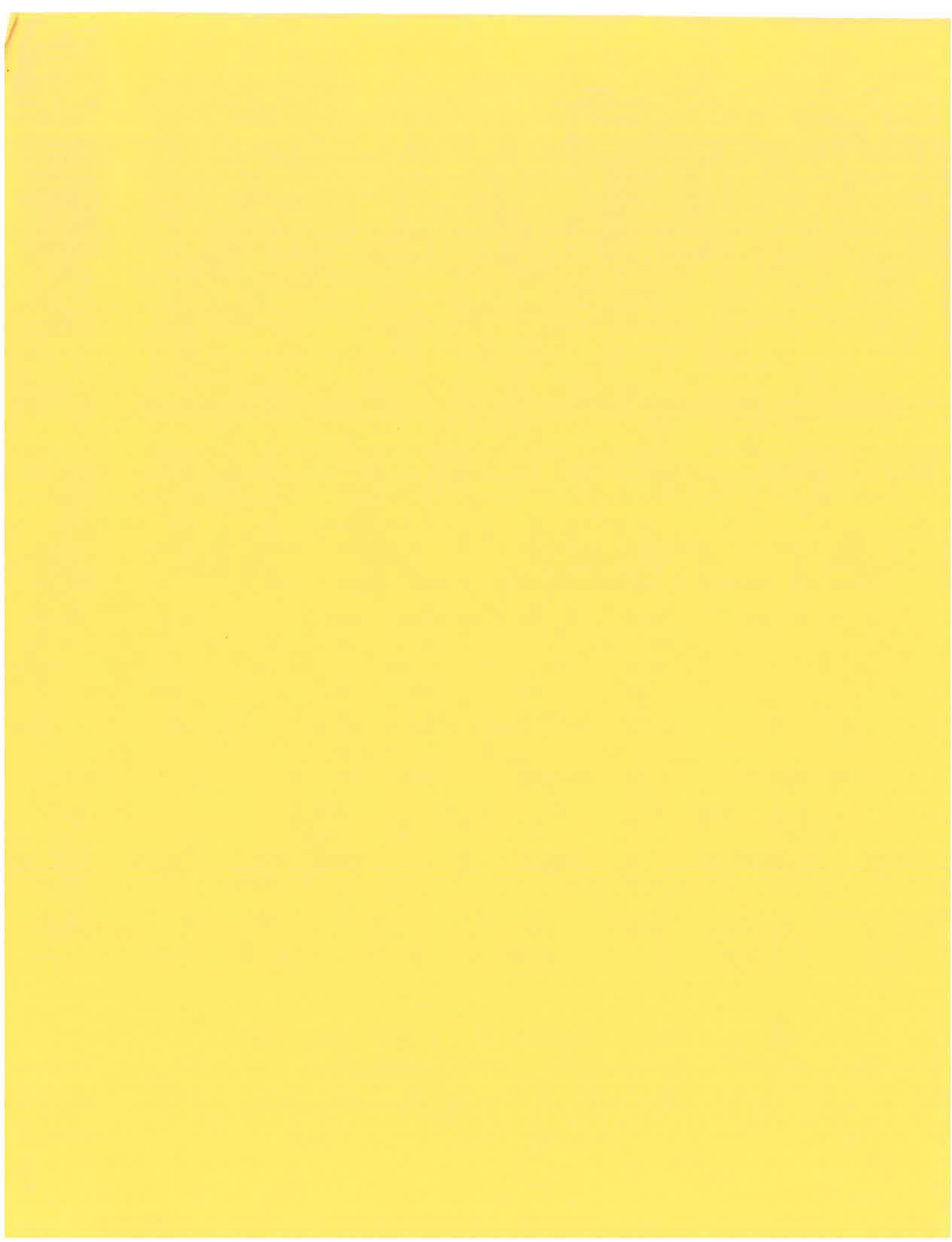
10PM   10:30PM   11PM   11:30PM   12AM   12:30AM   1AM   1:30AM   2AM

Leave them on all night

Please provide us with any special instructions, neighborhood codes, etc. (if any)

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**THANK YOU FOR YOUR BUSINESS!**





## PROPOSAL

**Holiday Lightscapescapes**  
3855 Tucks Road  
Boynton Beach, FL 33436  
[www.holidaylightscapescapes.com](http://www.holidaylightscapescapes.com)  
[info@holidaylightscapescapes.com](mailto:info@holidaylightscapescapes.com)

To: Jason Showe - [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

**Project Title: Baytree Community Holiday Lighting 2021 – 2022 Season**

Submitted on: 3/10/2021

### Job Description:

**Holiday Lightscapescapes will install, maintain, and remove the following lights and decorations.**

**(Maintenance included through January 2<sup>nd</sup>)** Holiday Lightscapescapes will light all areas specified below with commercial grade LED products. The overall project objective is to provide The Baytree Community with a beautiful display that will be enjoyed through the Holidays. The project is broken down by section and details are provided below.

**Any additional services to be added require further bid and proposal**

### AREA 1 – ALL PREVIOUS LIGHTING AND DÉCOR AS OF 2020

- Outlining 3 monuments in LED garland with 2 red bows on each monument
- 4 – large palms spiral wrapped in warm white LED minis on base
- Drooping pre-lit LED garland on two wing walls at main entrance
- Lining Trim of 2 guard houses with LED C-9

(LABOR ONLY) **TOTAL = \$1,965.00**

**\*\* ADD-ON – One large palm at front center median**

**+\$350.00**

### AREA 2 – MONUMENT SIGNS THROUGHOUT COMMUNITY

- 15 monument signs throughout community decorated with 1 pre-lit wreath per sign
- 15 monument signs w top edge outlined in LED C9 stringer lighting

**TOTAL = \$2,275.00**

**\*\* ADD-ON – Upgrade to 36" wreath for center of monument signs**

**+525.00**

### AREA 3 – MAIN ENTRANCE OAK TREES IN CENTER MEDIAN

- 5 – Large Oak trees spiral wrapped in LED mini lights on base and main branches
- 40 – Animated Icicles randomly staggered throughout branches in 5 main Oak trees

**TOTAL = \$3,280.00**

**\*\* ADD-ONS | AREA 4 – DISPLAY REMOVED \*\***

**\*\* ADD-ONS | AREA 5 – OAK TREES WITH ADDITIONAL ICICLES FOR CENTER MEDIAN**

- 2 – Large Oak trees spiral wrapped in LED mini lights on base and main branches.  
(Entrance and exit side of main entrance off Wickham Road) = \$1,370
- 80 – Animated Icicles randomly staggered throughout branches in 2 main Oak trees – 40 per  
YOUR CHOICE OF LED ICICLES, SPHERES, OR STARBUSTS = \$2,560
- 60 – Additional animated Icicles randomly staggered throughout branches in 5 main Oak trees.  
(Center median at main entrance off Wickham Road)  
YOUR CHOICE OF LED ICICLES, SPHERES, OR STARBUSTS = \$1,920
- Random pattern LED mini lights laced in hedges on center median at main entrance.  
= \$450

**TOTAL = \$6,300.00**

**DISPLAY TOTAL = \$14,695 LESS 10% DISCOUNT FOR MULTI-YEAR CONTRACT = \$13,695.50**

**3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$13,695.00**

**\*\* PRICE ABOVE INCLUDES PRODUCT, MATERIAL, EQUIPMENT and LABOR \*\***

**\*\* INSTALLATION, MAINTENCE, and REMOVAL \*\***

**50% deposit to secure installation, 50% due upon completion of installation**

## **Terms of Agreement**

Thank you for the opportunity to partner with The Baytree Community. This agreement outlines the terms under which Holiday Lightsapes agrees to serve as your holiday decorator for 2021-2022 decorating season.

### **FEES**

The Baytree Community agrees to pay Holiday Lightsapes the total cost outlined in the proposal that includes the cost of materials and labor. Payment must be made with a 50% deposit prior to beginning work and final balance at completion of installation. The 'completion date' is defined as the date when the décor has been installed and working properly.

Invoices shall be payable with fifteen (15) days of the invoice date. A penalty of 3% per month will be applied to all balances over 30 days past due.

### **INSURANCE**

During the term of this agreement, Holiday Lightsapes agrees to maintain Commercial General Liability Insurance.

### **LIABILITY**

The Baytree Community agrees to defend, hold harmless and indemnify Holiday Lightsapes, its officers and employees from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation/takedown or location of materials, unless such damage or loss is a result of the gross negligence of Holiday Lightsapes.

### **CONDITIONS**

Installation of lights and décor will take place before November 24<sup>th</sup> 2016. Every effort will be made to have the lights plugged in on the date provided to us at the bottom of this agreement. Note: Installation will not always occur on the same day as the plug-in date.

It is assumed that sufficient electrical power will be available for use in decorative illumination. The Baytree Community will be responsible for supplying the adequate power including receptacles for completing the project. \*\*\*GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFI's. There is no way to prevent GFI protected outlets from tripping when the lights get wet. They simply must be reset once they are dried out.

Holiday Lightsapes will use the best commercial grade materials in installing the decorative lighting but makes no claim to installation code compliance. All of the lights and decorations are supplied with a manufacturer's warranty.

Employee(s) of Holiday Lightsapes will periodically visit the site and make service calls to the customer as necessary to repair any installation problems and replace expired bulbs. Maintenance does not cover vandalism, damage from lawn/landscape companies, or animals.

Any permanent fastening or drilling will be approved in advance. Best efforts will be made to avoid permanent fasteners.

In any case The Baytree Community decides to terminate contract early and not retain our services, Holiday Lightsapes retains the right to charge 30% buyout of contract for remaining years.

## AGREEMENT

This Agreement contains a complete statement of all terms of the Agreement between the parties, superseded all previous agreements, and cannot be changed or modified, except by written agreement signed by both parties. In the event of an express conflict between the terms of this Agreement and an Agreement Addendum, the terms of this Agreement shall govern. This agreement shall be governed by and in accordance with the laws of the State of Florida.

The Holiday Lightsapes team looks forward to working with you! Upon acceptance, sign and email to [info@holidaylightsapes.com](mailto:info@holidaylightsapes.com).

Holiday Lightsapes  
3855 Tucks Road  
Boynton Beach, FL 33436  
407.808.8328

Jason Showe – [jshowe@govmgtsvc.com](mailto:jshowe@govmgtsvc.com)  
8207 National Drive  
Melbourne, FL 32940  
407.470.8825

**3 SEASON LEASE AGREEMENT (PER SEASON TOTAL): \$13,695.00**

**\*\* MUST SIGN CONTRACT AND SUBMIT 50% DEPOSIT FOR AUTHORIZATION \*\***

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

### **UPON ACCEPTANCE, PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION**

I would like the lights plugged in on \_\_\_\_\_ (weather permitting)

I would like the lights unplugged on \_\_\_\_\_ (weather permitting)

I would like the lights to turn on at (circle one)

4PM   4:30PM   5PM   5:30PM   6PM   6:30PM   7PM   7:30PM   8PM   8:30PM

I would like the lights to turn off at (circle one)

10PM   10:30PM   11PM   11:30PM   12AM   12:30AM   1AM   1:30AM   2AM

Leave them on all night

Please provide us with any special instructions, neighborhood codes, etc. (if any)

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**THANK YOU FOR YOUR BUSINESS!**



# SECTION C

**RESOLUTION 2021-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BAYTREE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER OF THE DISTRICT; PROVIDING FOR THE APPOINTMENT OF ASSISTANT TREASURER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Baytree Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within Brevard County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer and appointment of an Assistant Treasurer.

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

Section 1. Jason M. Showe is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 7th DAY OF APRIL, 2021.**

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIR/VICE-CHAIR**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

# SECTION E



Company ID Number: 1633764

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Baytree Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1633764

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 1633764

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1633764

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify





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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> Baytree Community Development District	
<b>Name (Please Type or Print)</b> Darren De Santis	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/26/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/26/2021



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Baytree Community Development District
Company Facility Address	219 E. Livingston St Orlando, FL 32801
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	202172855
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA

1 site(s)



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Kelly Adams  
Phone Number (865) 717 - 7700  
Fax Number  
Email Address kadams@gmstnn.com

Name Darren A De Santis  
Phone Number (954) 721 - 8681 ext. 208  
Fax Number  
Email Address ddesantis@gmssf.com

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## SECTION IV

# SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	2021 Lake Bank Repair	Viasalyers	Ongoing	1/7/21	11/1/21		Vendor estimates November of 2021
2	Recreation Area Improvements	Showe/Viasalyers	Ongoing	7/9/20			To be discussed by Board for Recommendations - Pool Bike Racks
3	Gatehouse Improvements	Viasalyers	Ongoing	7/9/20			Most improvements completed, awaiting electrician and hurricane shutters
4	Beatification Fund Plans for FY 21	Viasalyers	Ongoing	7/9/20			To be discussed by Board for Recommendations
5	Solar Heating for Pool	Viasalyers	Ongoing	12/2/20			Staff still working on getting Quote
6	Flagpole Movement	Viasalyers	COMPLETE	12/2/20			Completed in March 2021
7	Suntree Lake Bank	Showe/Mills	On Hold				Board holding on future improvements
8	Rear Gate Speaker and Mic	Viasalyers	Ongoing	2/3/21			Vendor still working on final issues
9	Bike Racks at Pool	Viasalyers	Ongoing	2/3/21			Ordered will be installed once delivered
10	Water Fountain at Pool	Viasalyers	Ongoing	2/3/21			Ordered will be installed once delivered
11	Signage for Phase 1 Monuments	Viasalyers	Ongoing	2/3/21			Materials ordered, awaiting installation
12	Larger Stop Signs at Cart Crossings	Showe	Ongoing	2/3/21			Request made to GM - No response
13	Old Tramway Speed Hump	Engineer	Ongoing	2/3/21			
14	Zoo Trail Access Through IOB	Showe	Ongoing	2/3/21			Request made to IOB - Answer expected end of April
15	Conservation Area Clearing at Rec Area	Showe	Ongoing	2/3/21			Property can be cleared to property line
16	Drainage Work Near Pavilion	Viasalyers	Ongoing	2/3/21			Awaiting vendor to complete
17	Repair of Phase 1 Monuments	Viasalyers	Ongoing	2/3/21			
18	Bench Installation - Front and Rear	Viasalyers	Ongoing	2/3/21			Benches ordered, pads to be installed early April

**FOUNTAIN DESIGN GROUP, INC.**  
**dba CASCADE FOUNTAINS DIV.**

**7628 N.W 6th AVENUE BOCA RATON, FL. 33487**  
**SERVICE CENTERS : ORLANDO AND TAMPA**  
**PHONE: (800) 446-1537 FAX (561) 994-3944**

**PROPOSAL # 6244**

**Date: March. 26, 2021**

**To: GMS of Central Florida**  
**219 E. Livingston Street**  
**Orlando, Fl. 32801**  
**Attn: William Vlasalyers**  
**Phone: 407-841-5524**  
**Cell: 407-451-4047**  
**Email: [wviasalyers@gmscfl.com](mailto:wviasalyers@gmscfl.com)**

**Ship To: Baytree CDD**  
**Baytree Drive**  
**Melbourne, Fl.**

**Equipment: Floating Fountain**

**Scope of Work:**

Deliver and install One (1) Aries 300, 3hp, 230v, single phase lake fountain with two (2) white LED lights and 125' of power cables. Float the fountain into position in the lake and properly moor it in place. The fountain will be ETL listed and meet or exceed all NEC and local electrical codes.

Cascade Fountains will mount a new UL listed control panel and make all necessary electrical connections to your existing power supply.

Cascade Fountains will run the electrical cables from the fountain to the panel and terminate the wires from the fountain to the control panel. Once the fountain has been started we will make any additional adjustments to the fountain display if needed.

- \* Assumes all existing electrical work is in good working condition. Should we find any problems with the existing service there may be additional cost
- \* All permits are the responsibility of others, All of our fountains and controls are ETL listed.
- \* A three year limited warranty on fountain components, including labor.
- \* **A five year warranty on fountain components, including labor, with the acceptance of our quarterly maintenance contract**

<b>Aries 300 lake fountain with LED lights</b>	<b>\$8,135.00</b>
<b>All on Shore Electrical &amp; Installation of a new Electrical Rack</b>	<b>\$950.00</b>
<b>Total Cost</b>	<b>\$9,085.00</b>

**Respectfully Submitted,**  
**FOUNTAIN DESIGN GROUP**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:

**CONDITIONS**

Date of Acceptance:

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount



## SECTION B

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

**Memorandum**

**DATE:**     **April 7<sup>th</sup>, 2021**

**TO:**             Jason Showe  
                      District Manager

**via email**

**FROM:**         William Viasalyers  
                      Field Services Manager

**RE:**             Baytree CDD Monthly Managers Report – April 7<sup>th</sup>, 2021

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. Tropiccare working on annual cleanup of conservation areas throughout community
3. Tropiccare installed annuals at monuments
4. Tropiccare working on tennis court landscaping enhancements and clean up along national dr

**Pool:**

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

2. Pool had new led underwater lights installed

**Other:**

1. Painting of mens and womens bathroom inside complete
2. Concrete request misc items-Update
3. Spectrum internet conversion-Update
4. Tile install in guardhouse update-Complete
5. 11 monuments along Baytree Dr have been painted waiting for fastsigns to install lettering on them
6. Staff had a fire extinguisher installed at pavilion per county inspector request
7. Staff working on getting oak tree removal permit
8. Staff completed annual sidewalk inspection
9. Staff working with pressure washing company to pressure wash the pavilion and common area sidewalks throughout the community

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

Respectfully,

William Viasalyers

## SECTION VII

# SECTION A

# Baytree

## Community Development District

### Summary of Check Register

January 27th, 2021 through March 30th, 2021

Fund	Date	Check No.'s	Amount
General Fund - Sun Trust	1/29/21	112 - 120	\$ 35,681.41
	2/25/21	121 - 133	\$ 43,323.87
	3/12/21	134 - 137	\$ 9,057.18
	3/19/21	138 - 144	\$ 25,925.72
	3/26/21	145 - 148	\$ 12,603.40
			<hr/> \$ 126,591.58
Capital Projects Fund	1/29/21	114 - 115	\$ 8,587.50
			<hr/> \$ 8,587.50
Community Beautification Fund	1/29/21	39	\$ 470.00
	2/25/21	40	\$ 150.00
	3/9/21	41	\$ 3,588.19
	3/26/21	42	\$ 850.00
			<hr/> \$ 5,058.19
Payroll	<u>February 2021</u>		
	Gilbert M. Mills Jr.	50492	\$ 184.70
	Jerome S. Darby	50493	\$ 184.70
	Richard C Bosseler	50494	\$ 184.70
	Richard L. Brown	50495	\$ 184.70
	<u>March 2021</u>		
	Carolyn E. Witcher	50496	\$ 184.70
	Gilbert M. Mills Jr.	50497	\$ 184.70
	Jerome S. Darby	50498	\$ 184.70
	Richard C Bosseler	50499	\$ 184.70
	Richard L. Brown	50500	\$ 184.70
			<hr/> \$ 1,662.30
			<hr/> <b>\$ 145,487.76</b>



AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21  
 \*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\* BAYTREE GENERAL FUND  
 BANK F BAYTREE CDD-GF SUN

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/29/21	00047	1/13/21 S227621	202101 320-53800-41100	GATE REPAIR - 01/08/21	*	355.32	
				ACCESS CONTROL TECHNOLOGIES			355.32 000112
1/29/21	00004	12/31/20 166502	202012 310-51300-31500	GENERAL COUNSEL - DEC20	*	3,397.50	
				BILLING, COCHRAN, LYLES, MAURO & RAMSEY			3,397.50 000113
1/29/21	00224	1/12/21 1916440	202012 310-51300-31100	GENERAL ENGINEER - DEC20	*	3,995.00	
				DEWBERRY ENGINEERS, INC			3,995.00 000114
1/29/21	00200	12/23/20 1800237	202012 320-53800-34500	SECURITY 12/17-12/23/20	*	3,403.68	
		1/06/21 1800301	202101 320-53800-34500	SECURITY 12/31-01/06/21	*	3,646.80	
		1/13/21 1800312	202101 320-53800-34500	SECURITY 01/07-01/13/21	*	3,403.68	
				DOTHAN SECURITY INC			10,454.16 000115
1/29/21	00231	1/05/21 10257	202012 320-53800-47200	PEPPER TREE REMOVAL	*	5,500.00	
				ECONOMY LAWN CARE/DOMINICK MATALONE			5,500.00 000116
1/29/21	00039	1/07/21 389531	202101 320-53800-47000	AQUATIC CONTROL - JAN21	*	2,540.00	
				ECOR INDUSTRIES			2,540.00 000117
1/29/21	00085	1/07/21 12646	202010 310-51300-45000	UPDTD INSURANCE-SITE VIST	*	2,014.00	
				EGIS INSURANCE ADVISORS, LLC.			2,014.00 000118
1/29/21	00023	12/31/20 00036545	202012 310-51300-48000	WORKSHOP MTG 12/23/20	*	174.32	
				FLORIDA TODAY			174.32 000119
1/29/21	00021	1/01/21 394	202101 310-51300-34000	MANAGEMENT FEES - JAN21	*	3,513.83	
		1/01/21 394	202101 310-51300-35100	TECHNOLOGY FEES - JAN21	*	233.33	
		1/01/21 394	202101 310-51300-51000	OFFICE SUPPLIES	*	.93	
		1/01/21 394	202101 310-51300-42000	POSTAGE	*	16.60	
		1/01/21 394	202101 310-51300-42500	COPIES	*	12.45	

BAYT --BAYTREE-- MBYINGTON

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21

PAGE 2

\*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\*

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 #
		1/01/21 395	202101 320-53800-34000		*	2,390.33	
			FIELD MANAGEMENT - JAN21				
		1/01/21 395	202101 320-53800-51100		*	1,083.64	
			LOWES/HOME DEPOT/HINGE				
				GOVERNMENTAL MANAGEMENT SERVICES			7,251.11 000120
2/25/21 00047		1/27/21 S227779	202101 320-53800-41100		*	258.70	
			LUBRICATED ALL HINGES				
		2/01/21 SA16445R	202102 320-53800-41300		*	550.00	
			SPS PROGRAMMING AGREEMENT				
				ACCESS CONTROL TECHNOLOGIES			808.70 000121
2/25/21 00019		2/01/21 3717	202102 320-53800-46200		*	625.00	
			FEBRUARY POOL SERVICE				
				BEACH POOL SERVICE			625.00 000122
2/25/21 00233		2/01/21 15800217	202102 320-53800-46200		*	431.00	
			JANITORIAL SERVICE FEB21				
				COVERALL ORLANDO			431.00 000123
2/25/21 00224		2/16/21 1926551	202101 310-51300-31100		*	2,930.00	
			GENERAL ENGINEERING JAN21				
				DEWBERRY ENGINEERS, INC			2,930.00 000124
2/25/21 00200		1/20/21 1800328	202101 320-53800-34500		*	3,403.68	
			SECURITY SVC 01/14-01/20				
		1/27/21 1800347	202101 320-53800-34500		*	3,403.68	
			SECURITY SVC 01/21-01/27				
		2/03/21 1800400	202101 320-53800-34500		*	3,403.68	
			SECURITY SVCS				
		2/10/21 1800421	202102 320-53800-34500		*	3,403.70	
			SECURITY SVC 02/04-02/10				
				DOTHAN SECURITY INC			13,614.74 000125
2/25/21 00039		1/18/21 389532	202101 320-53800-47000		*	550.00	
			NATURAL AREAS MANAGEMENT				
		1/20/21 391061	202101 320-53800-41100		*	60.00	
			PEST CONTROL AT POOLHOUSE				
		2/08/21 391407	202102 320-53800-47000		*	2,540.00	
			AQUATIC WEED CONTROL				
				ECOR INDUSTRIES			3,150.00 000126
2/25/21 00008		2/02/21 7-263-82	202101 310-51300-42000		*	161.16	
			JAN 27 2021 POSTAGE				
				FEDEX			161.16 000127

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21

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\*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\*

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 #
2/25/21	00023	1/31/21 00036946	202101 310-51300-48000		*	116.88	
		NOTICE OF RULE ADMENDMENT					
		1/31/21 00036946	202101 310-51300-48000		*	386.13	
		NOTICE OF RULE ADMENDMENT					
				FLORIDA TODAY			503.01 000128
2/25/21	00052	12/21/20 653511	202012 320-53800-47500		*	40.00	
		MAXLITE BF30AUDW30B					
		1/28/21 654423	202101 320-53800-47500		*	103.80	
		PHOTOCELL MALE THREAD					
				FLORIDA BULB & BALLAST INC.			143.80 000129
2/25/21	00021	2/01/21 397	202102 310-51300-34000		*	3,513.83	
		MANAGEMENT FEES FEB2021					
		2/01/21 397	202102 310-51300-35100		*	233.33	
		INFORMATION TECH FEB2021					
		2/01/21 397	202102 310-51300-51000		*	22.62	
		OFFICE SUPPLIES					
		2/01/21 397	202102 310-51300-42000		*	2.04	
		POSTAGE					
		2/01/21 397	202102 310-51300-42500		*	97.65	
		COPIES					
		2/01/21 398	202102 320-53800-34000		*	2,390.33	
		FIELD MANAGE FEES FEB2021					
		2/01/21 398	202102 320-53800-51100		*	97.29	
		THE HOME DEPOT					
				GOVERNMENTAL MANAGEMENT SERVICES			6,357.09 000130
2/25/21	00124	2/17/21 021721	202102 320-53800-47600		*	1,390.00	
		CLEANING MONUMENTS					
				KENNETH G HORN			1,390.00 000131
2/25/21	00016	12/23/20 43197	202012 320-53800-47200		*	5,411.25	
		LANDSCAPING ENTRANCE WEST					
		1/07/21 43253	202101 320-53800-47300		*	7,750.00	
		MTHLY LAWN SVC JAN 2021					
				TROPIC-CARE OF FLORIDA, INC.			13,161.25 000132
2/25/21	00225	1/26/21 9913336-	202102 320-53800-43300		*	48.12	
		WASTE MANAGEMENT FEB21					
				WASTE MANAGEMENT CORPORATE SERVICES			48.12 000133
3/12/21	00004	1/31/21 166997	202101 310-51300-31500		*	1,980.00	
		GENERAL COUNSEL JAN 21					
				BILLING, COCHRAN, LYLES, MAURO & RAMSEY			1,980.00 000134

BAYT --BAYTREE-- MBYINGTON

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21

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\*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\*

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 #
3/12/21	00005	3/12/21 03122021	202103 320-53800-51200	METER GLASTONBERRY/BAYTR	*	800.00	
							CITY OF COCOA UTILITIES
							800.00 000135
3/12/21	00021	12/31/20 399	202012 310-51300-35100	DOMAIN DEC 2020	*	9.74	
		3/01/21 400	202103 310-51300-34000	MANAGEMENT FEE MAR 21	*	3,513.83	
		3/01/21 400	202103 310-51300-35100	INFO TECHNOLOGY MAR 21	*	233.33	
		3/01/21 400	202103 310-51300-51000	OFFICE SUPPLIES	*	.96	
		3/01/21 400	202103 310-51300-42000	POSTAGE	*	38.19	
		3/01/21 400	202103 310-51300-42500	COPIES	*	33.45	
		3/01/21 401	202103 320-53800-34000	FIELD MGMT MARCH 21	*	2,390.33	
		3/01/21 401	202103 320-53800-51100	ACE HOME & SUPPLY	*	9.23	
							GOVERNMENTAL MANAGEMENT SERVICES
							6,229.06 000136
3/12/21	00225	2/24/21 9918974-	202103 320-53800-43300	WASTE MANAGEMENT MAR 21	*	48.12	
							WASTE MANAGEMENT CORPORATE SERVICES
							48.12 000137
3/19/21	00047	2/15/21 S228188	202102 320-53800-41100	GATE MAINTENANCE 2/15/21	*	240.00	
							ACCESS CONTROL TECHNOLOGIES
							240.00 000138
3/19/21	00019	3/01/21 3869	202103 320-53800-46200	MARCH POOL SERVICE	*	625.00	
							BEACH POOL SERVICE
							625.00 000139
3/19/21	00193	3/01/21 15800223	202103 320-53800-46200	COMM CLEANING SERVICE MAR	*	431.00	
							COVERALL NORTH AMERICA, INC DBA
							431.00 000140
3/19/21	00232	2/17/21 1800440	202102 320-53800-34500	SECURITY 02/11-02/17/21	*	3,403.68	
		2/24/21 1800458	202102 320-53800-34500	SECURITY 02/18-02/24/21	*	3,403.68	
		3/03/21 1800514	202103 320-53800-34500	SECURITY 02/25-03/03/21	*	3,403.68	
		3/10/21 1800530	202103 320-53800-34500	SECURITY 03/04-03/10/21	*	3,403.68	
							DSI SECURITY SERVICES
							13,614.72 000141

BAYT --BAYTREE-- MBYINGTON

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\*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\*

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
BAYTREE GENERAL FUND  
BANK F BAYTREE CDD-GF SUN

RUN 3/30/21

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/19/21	00039	3/03/21 393201	202103 320-53800-47000		*	550.00	
		NATURAL AREA MGMT -3/3/21					
		3/04/21 393200	202103 320-53800-47000		*	2,540.00	
		AQUATIC WEED CONTRO MAR21					
				ECOR INDUSTRIES			3,090.00 000142
3/19/21	00210	3/03/21 23409A	202103 320-53800-46900		*	175.00	
		FOUNTAIN CLEANING MAR 21					
				FOUNTAIN DESIGN GROUP			175.00 000143
3/19/21	00016	2/09/21 43374	202102 320-53800-47300		*	7,750.00	
		LAWN MAINTENANCE FEB 21					
				TROPIC-CARE OF FLORIDA, INC.			7,750.00 000144
3/26/21	00141	3/24/21 21032424	202103 320-53800-41100		*	25.00	
		REINSPECTION FEE 3/24/21					
				BREVARD COUNTY FIRE RESCUE			25.00 000145
3/26/21	00224	3/16/21 1937166	202102 310-51300-31100		*	1,060.00	
		GEN ENGINEER SERV FEB 21					
				DEWBERRY ENGINEERS, INC			1,060.00 000146
3/26/21	00052	2/05/21 655503	202102 320-53800-47500		*	467.40	
		GROUND LIGHTING 2/5/21					
				FLORIDA BULB & BALLAST INC.			467.40 000147
3/26/21	00016	2/23/21 43414	202102 320-53800-47400		*	149.00	
		IRRIGATION REPAIR 2/23/21					
		2/23/21 43420	202102 320-53800-47400		*	287.00	
		IRRIGATION REPAIR 2/23/21					
		2/25/21 43454	202102 320-53800-47200		*	750.00	
		TREE REMOVAL 2/25/21					
		2/26/21 43460	202102 320-53800-47200		*	240.00	
		INSTALL SOD 02/26/21					
		3/04/21 43484	202103 320-53800-47200		*	150.00	
		VEGETATION 03/04/21					
		3/05/21 43490	202103 320-53800-47300		*	7,750.00	
		LANDSCAPE MAINT - MAR21					
		3/09/21 43547	202103 320-53800-47400		*	225.00	
		IRRIGATION REPAIR 3/9/21					
		3/10/21 43549	202103 320-53800-47200		*	1,500.00	
		TREE REMOVALS 3/10/21					
				TROPIC-CARE OF FLORIDA, INC.			11,051.00 000148
				TOTAL FOR BANK F		126,591.58	
				BAYT --BAYTREE--			
				MBYINGTON			

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
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TOTAL FOR REGISTER	126,591.58
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BAYT --BAYTREE-- MBYINGTON

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21 PAGE 1  
 \*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\* BAYTREE CAPITAL PROJECTS  
 BANK B BAYTREE CDD-RESERVE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/29/21	00021	1/15/21 33803	202101 600-53800-48700		ACCESS - TENNIS COURT	*	4,077.50	
					ACCESS CONTROL TECHNOLOGIES, INC.			4,077.50 000114
1/29/21	00035	1/11/21 944354	202101 600-53800-48800		INSTALLING STONE - SIGNS	*	4,510.00	
					CREATIVE STONE SOURCE, INC			4,510.00 000115
TOTAL FOR BANK B							8,587.50	
TOTAL FOR REGISTER							8,587.50	

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AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/30/21 PAGE 1  
 \*\*\* CHECK DATES 01/27/2021 - 03/30/2021 \*\*\* BAYTREE BEAUTIFICATION  
 BANK D BAYTREE CDD-COMM BEA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/29/21	00002	11/24/20 43085	202011 600-53800-46000	INSTALL POINSETTIAS	*	470.00	
				TROPIC-CARE OF FLORIDA, INC.			470.00 000039
2/25/21	00002	12/23/21 43206	202012 600-53800-47300	TREATMENT TO COMMON AREA	*	150.00	
				TROPIC-CARE OF FLORIDA, INC.			150.00 000040
3/09/21	00013	3/08/21 EST-4704	202103 600-53800-46000	SIGN - 50% DEPOSIT	*	3,588.19	
				FASTSIGNS			3,588.19 000041
3/26/21	00002	2/25/21 43455	202102 600-53800-46000	POOL AREA SOD 2/25/21	*	850.00	
				TROPIC-CARE OF FLORIDA, INC.			850.00 000042
TOTAL FOR BANK D						5,058.19	
TOTAL FOR REGISTER						5,058.19	

BAYT --BAYTREE-- MBYINGTON

## SECTION B

***Baytree***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2021***



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<b>5</b>	<b><u>Pavement Management Fund</u></b>
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**Baytree**  
**Community Development District**  
**Balance Sheet**  
**February 28, 2021**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<b>Cash:</b>			
Operating Fund	\$ 542,593	\$ -	\$ 542,593
Capital Reserves	\$ -	\$ 17,864	\$ 17,864
Pavement Management	\$ -	\$ 278,621	\$ 278,621
Community Beautification	\$ -	\$ 51,860	\$ 51,860
<b>Investments:</b>			
Custody	\$ 1,030	\$ -	\$ 1,030
<b>Total Assets</b>	<b>\$ 543,623</b>	<b>\$ 348,346</b>	<b>\$ 891,968</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 19,863	\$ 850	\$ 20,713
Due To Others	\$ 1,052	\$ -	\$ 1,052
<b>Total Liabilities</b>	<b>\$ 20,915</b>	<b>\$ 850</b>	<b>\$ 21,765</b>
<b>Fund Balances:</b>			
<b>Assigned For:</b>			
Capital Reserves	\$ -	\$ 17,864	\$ 17,864
Pavement Management	\$ -	\$ 278,621	\$ 278,621
Community Beautification	\$ -	\$ 51,010	\$ 51,010
Unassigned Fund Balance	\$ 522,708	\$ -	\$ 522,708
<b>Total Fund Balances</b>	<b>\$ 522,708</b>	<b>\$ 347,496</b>	<b>\$ 870,204</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 543,623</b>	<b>\$ 348,346</b>	<b>\$ 891,968</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement Of Revenues & Expenditures**  
For The Period Ending February 28, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/21	Thru 02/28/21	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments	\$ 853,142	\$ 799,817	\$ 799,817	\$ -
Miscellaneous Income (IOB Cost Share Agreement)	\$ 42,299	\$ 9,004	\$ 9,004	\$ -
Miscellaneous Income	\$ 8,000	\$ 3,333	\$ 4,472	\$ 1,139
<b>Total Revenues</b>	<b>\$ 903,441</b>	<b>\$ 812,155</b>	<b>\$ 813,293</b>	<b>\$ 1,139</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 8,000	\$ 4,600	\$ 4,600	\$ -
FICA Expense	\$ 612	\$ 352	\$ 352	\$ -
Engineering	\$ 30,000	\$ 12,500	\$ 13,715	\$ (1,215)
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Attorney Fees	\$ 17,750	\$ 7,396	\$ 8,483	\$ (1,087)
Annual Audit	\$ 3,185	\$ -	\$ -	\$ -
Management Fees	\$ 42,166	\$ 17,569	\$ 17,569	\$ 0
Information Technology	\$ 2,800	\$ 1,167	\$ 1,176	\$ (10)
Telephone	\$ 150	\$ 63	\$ 95	\$ (33)
Postage	\$ 1,500	\$ 625	\$ 412	\$ 213
Insurance	\$ 15,100	\$ 15,100	\$ 16,647	\$ (1,547)
Tax Collector Fee	\$ 13,980	\$ 13,980	\$ 16,023	\$ (2,043)
Printing & Binding	\$ 1,700	\$ 708	\$ 370	\$ 339
Legal Advertising	\$ 1,200	\$ 1,200	\$ 1,094	\$ 106
Other Current Charges	\$ 1,500	\$ 625	\$ 1,008	\$ (383)
Office Supplies	\$ 200	\$ 83	\$ 93	\$ (10)
Property Taxes	\$ 250	\$ 250	\$ 253	\$ (3)
Property Appraiser	\$ 234	\$ 234	\$ 234	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 148,002</b>	<b>\$ 84,127</b>	<b>\$ 89,800</b>	<b>\$ (5,673)</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement Of Revenues & Expenditures**  
**For The Period Ending February 28, 2021**

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b><u>Operation and Maintenance</u></b>				
Security Contract	\$ 179,666	\$ 74,861	\$ 72,603	\$ 2,258
Gate Maintenance Contract	\$ 1,200	\$ 550	\$ 550	\$ -
Maintenance - Gatehouse	\$ 9,500	\$ 3,958	\$ 2,421	\$ 1,537
Telephone/Internet - Gatehouse/Pool	\$ 14,500	\$ 6,042	\$ 7,191	\$ (1,150)
Transponders	\$ 5,000	\$ 5,000	\$ 5,287	\$ (287)
Field Management Fees	\$ 28,684	\$ 11,952	\$ 11,952	\$ 0
Electric	\$ 50,000	\$ 20,833	\$ 20,686	\$ 147
Water & Sewer	\$ 11,500	\$ 4,792	\$ 3,411	\$ 1,381
Gas	\$ 7,800	\$ 3,250	\$ 2,080	\$ 1,170
Trash Removal	\$ 404	\$ 168	\$ 241	\$ (72)
Maintenance - Lakes	\$ 33,360	\$ 13,900	\$ 13,860	\$ 40
Maintenance - Landscape Contract	\$ 93,000	\$ 38,750	\$ 38,750	\$ -
Maintenance - Additional Landscape	\$ 15,000	\$ 15,000	\$ 17,947	\$ (2,947)
Maintenance - Pool	\$ 17,000	\$ 7,083	\$ 8,895	\$ (1,812)
Maintenance - Irrigation	\$ 10,000	\$ 4,167	\$ 862	\$ 3,305
Maintenance - Lighting	\$ 9,000	\$ 3,750	\$ 1,083	\$ 2,667
Maintenance - Monuments	\$ 5,000	\$ 2,083	\$ 2,422	\$ (339)
Maintenance - Fountain	\$ 700	\$ 175	\$ 175	\$ -
Maintenance - Other Field (R&M General)	\$ 4,000	\$ 1,667	\$ 3,630	\$ (1,964)
Maintenance - Recreation	\$ 1,500	\$ 625	\$ -	\$ 625
Holiday Landscape Lighting	\$ 10,000	\$ 10,000	\$ 9,492	\$ 508
Operating Supplies	\$ 750	\$ 750	\$ 1,394	\$ (644)
Sidewalk/Curb Cleaning	\$ 11,000	\$ 4,583	\$ -	\$ 4,583
Miscellaneous	\$ 1,000	\$ 417	\$ -	\$ 417
<b>Total O&amp;M Expenses:</b>	<b>\$ 519,565</b>	<b>\$ 234,356</b>	<b>\$ 224,932</b>	<b>\$ 9,424</b>
<b><u>Reserves</u></b>				
Transfer Out - Capital Projects- Paving - Baytree	\$ 75,370	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ 24,630	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Reserves	\$ 60,531	\$ 30,266	\$ 30,266	\$ -
Transfer Out - Community Beautification Fund	\$ 45,265	\$ 45,265	\$ 45,265	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ 30,078	\$ -	\$ -	\$ -
<b>Total Reserves</b>	<b>\$ 235,874</b>	<b>\$ 75,531</b>	<b>\$ 75,531</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 903,441</b>	<b>\$ 394,013</b>	<b>\$ 390,263</b>	<b>\$ 3,750</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (0)</b>		<b>\$ 423,030</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 99,678</b>	
<b>Fund Balance - Ending</b>	<b>\$ (0)</b>		<b>\$ 522,708</b>	



**Baytree**  
**Community Development District**  
**Capital Reserves Fund**  
**Statement Of Revenues & Expenditures**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues:</b>				
Transfer in - Baytree	\$ 60,531	\$ 30,266	\$ 30,266	\$ -
Interest Income	\$ 100	\$ 42	\$ 1	\$ (41)
<b>Total Revenues</b>	<b>\$ 60,631</b>	<b>\$ 30,307</b>	<b>\$ 30,267</b>	<b>\$ (41)</b>
<b>Expenditures:</b>				
Lake Bank Restoration/Evaluation	\$ 30,000	\$ 12,500	\$ 20,680	\$ (8,180)
Sidewalk/Gutter Repair	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Drainage Maintenance	\$ 8,000	\$ 3,333	\$ -	\$ 3,333
Curb-Tree Trimming/Replacements	\$ 4,000	\$ 1,667	\$ -	\$ 1,667
Recreation Area Improvements	\$ 10,000	\$ 4,167	\$ 7,665	\$ (3,498)
Monument Repair	\$ -	\$ -	\$ 8,280	\$ (8,280)
Signage	\$ -	\$ -	\$ 3,300	\$ (3,300)
Pool Equipment	\$ -	\$ -	\$ 4,568	\$ (4,568)
Bank Fees	\$ -	\$ -	\$ 210	\$ (210)
<b>Total Expenditures</b>	<b>\$ 62,000</b>	<b>\$ 25,833</b>	<b>\$ 44,703</b>	<b>\$ (18,869)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (1,369)</b>		<b>\$ (14,436)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 2,729</b>		<b>\$ 32,300</b>	
<b>Fund Balance - Ending</b>	<b>\$ 1,360</b>		<b>\$ 17,864</b>	

**Baytree**  
Community Development District  
**Pavement Management Fund**  
**Statement Of Revenues & Expenditures**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues:</b>				
Transfer In - Baytree	\$ 75,370	\$ -	\$ -	\$ -
Transfer In - IOB	\$ 24,630	\$ -	\$ -	\$ -
Interest Income	\$ 75	\$ 31	\$ 12	\$ (20)
<b>Total Revenues</b>	<b>\$ 100,075</b>	<b>\$ 31</b>	<b>\$ 12</b>	<b>\$ (20)</b>
<b>Expenditures:</b>				
Bank Fees	\$ -	\$ -	\$ 165	\$ (165)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 165</b>	<b>\$ (165)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 100,075</b>		<b>\$ (153)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 278,788</b>		<b>\$ 278,775</b>	
<b>Fund Balance - Ending</b>	<b>\$ 378,863</b>		<b>\$ 278,621</b>	

**Baytree**  
Community Development District  
**Community Beautification**  
**Statement Of Revenues & Expenditures**  
For The Period Ending February 28, 2021

	Adopted Budget	Prorated Budget Thru 02/28/21	Actual Thru 02/28/21	Variance
<b>Revenues:</b>				
Transfer In - Baytree	\$ 45,265	\$ 45,265	\$ 45,265	\$ -
<b>Total Revenues</b>	<b>\$ 45,265</b>	<b>\$ 45,265</b>	<b>\$ 45,265</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Bank Fees	\$ 150	\$ 63	\$ 210	\$ (148)
Beautification Projects	\$ -	\$ -	\$ 1,320	\$ (1,320)
Landscape Improvements	\$ -	\$ -	\$ 2,250	\$ (2,250)
<b>Total Expenditures</b>	<b>\$ 150</b>	<b>\$ 63</b>	<b>\$ 3,780</b>	<b>\$ (3,718)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 40,115</b>		<b>\$ 41,485</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 12,859</b>		<b>\$ 9,525</b>	
<b>Fund Balance - Ending</b>	<b>\$ 52,974</b>		<b>\$ 51,010</b>	

# Baytree

## Community Development District

### Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$ -	\$ 179,319	\$ 578,800	\$ 30,635	\$ 11,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 799,817
Miscellaneous Income (IOB Cost Share Agreement)	\$ 9,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,004
Miscellaneous Income	\$ 332	\$ 60	\$ 838	\$ 3,215	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,472
<b>Total Revenues</b>	<b>\$ 9,336</b>	<b>\$ 179,379</b>	<b>\$ 579,638</b>	<b>\$ 33,850</b>	<b>\$ 11,090</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 813,293</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 1,000	\$ 2,000	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600
FICA Expense	\$ 77	\$ 153	\$ -	\$ 61	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 352
Engineering	\$ 3,335	\$ 2,395	\$ 3,995	\$ 2,930	\$ 1,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,715
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Attorney Fees	\$ 2,340	\$ 765	\$ 3,398	\$ 1,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,483
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,569
Information Technology	\$ 233	\$ 233	\$ 243	\$ 233	\$ 233	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176
Telephone	\$ 38	\$ -	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95
Postage	\$ 11	\$ 189	\$ 33	\$ 178	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412
Insurance	\$ 16,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,647
Tax Collector Fee	\$ -	\$ 3,586	\$ 11,576	\$ 613	\$ 248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,023
Printing & Binding	\$ 104	\$ 41	\$ 114	\$ 12	\$ 98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 370
Legal Advertising	\$ 246	\$ 171	\$ 174	\$ 503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,094
Other Current Charges	\$ 226	\$ 265	\$ 203	\$ 169	\$ 145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,008
Office Supplies	\$ 23	\$ 23	\$ 23	\$ 1	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93
Property Taxes	\$ 253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 253
Property Appraiser	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 35,956</b>	<b>\$ 13,336</b>	<b>\$ 23,331</b>	<b>\$ 10,995</b>	<b>\$ 6,183</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 89,800</b>

**Baytree**  
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Field Expenses</u></b>													
Security Contract	\$ 13,991	\$ 17,282	\$ 13,858	\$ 17,262	\$ 10,211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,603
Gate Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550
Maintenance - Gatehouse	\$ 788	\$ 719	\$ -	\$ 674	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,421
Telephone/Internet - Gatehouse/Pool	\$ 1,357	\$ 1,406	\$ 1,574	\$ 1,432	\$ 1,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,191
Transponders	\$ -	\$ -	\$ 5,287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,287
Field Management Fees	\$ 2,390	\$ 2,390	\$ 2,390	\$ 2,390	\$ 2,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,952
Electric	\$ 4,065	\$ 4,093	\$ 4,044	\$ 4,334	\$ 4,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,686
Water & Sewer	\$ -	\$ 631	\$ 934	\$ 862	\$ 984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,411
Gas	\$ 37	\$ 80	\$ 659	\$ -	\$ 1,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,080
Trash Removal	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241
Maintenance - Lakes	\$ 2,600	\$ 3,090	\$ 2,540	\$ 3,090	\$ 2,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,860
Maintenance - Landscape Contract	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,750
Maintenance - Additional Landscape	\$ 2,835	\$ 3,140	\$ 10,982	\$ -	\$ 990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,947
Maintenance - Pool	\$ 1,951	\$ 1,537	\$ 3,295	\$ 1,056	\$ 1,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,895
Maintenance - Irrigation	\$ 335	\$ 91	\$ -	\$ -	\$ 436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862
Maintenance - Lighting	\$ 471	\$ -	\$ 40	\$ 104	\$ 467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,083
Maintenance - Monuments	\$ 1,032	\$ -	\$ -	\$ -	\$ 1,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,422
Maintenance - Fountain	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Maintenance - Other Field (R&M General)	\$ 3,017	\$ 614	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,630
Maintenance - Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Landscape Lighting	\$ -	\$ 47	\$ 9,446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,492
Operating Supplies	\$ 213	\$ -	\$ -	\$ 1,084	\$ 97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,394
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Field Expenses:</b>	<b>\$ 42,880</b>	<b>\$ 42,917</b>	<b>\$ 63,021</b>	<b>\$ 40,085</b>	<b>\$ 36,028</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 224,932</b>
<b><u>Reserves</u></b>													
Transfer Out - Capital Projects - Paving - Baytree	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Reserves	\$ -	\$ -	\$ 30,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,266
Transfer Out - Community Beautification Fund	\$ -	\$ -	\$ -	\$ 45,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,265
Transfer Out - Rebalance First Quarter Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,266</b>	<b>\$ 45,265</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,531</b>
<b>Total Expenditures</b>	<b>\$ 78,836</b>	<b>\$ 56,253</b>	<b>\$ 116,617</b>	<b>\$ 96,345</b>	<b>\$ 42,212</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 390,263</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (69,500)</b>	<b>\$ 123,126</b>	<b>\$ 463,020</b>	<b>\$ (62,495)</b>	<b>\$ (31,122)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 423,030</b>

**Baytree**  
**Community Development District**  
**Assessment Receipt Schedule - FY2021**

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

<b>Date Received</b>	<b>Dist.</b>	<b>Gross Assessments Received</b>	<b>Discounts/ Penalties</b>	<b>Interest Income</b>	<b>Net Amount Received</b>
11/13/20	ACH	\$ 13,581.64	\$ 716.54	\$ -	\$ 12,865.10
11/20/20	ACH	\$ 173,389.64	\$ 6,935.81	\$ -	\$ 166,453.83
12/8/20	ACH	\$ 566,553.29	\$ 22,662.87	\$ -	\$ 543,890.42
12/23/20	ACH	\$ 36,300.30	\$ 1,390.57	\$ -	\$ 34,909.73
1/12/21	ACH	\$ 31,582.85	\$ 947.48	\$ -	\$ 30,635.37
2/9/21	ACH	\$ 11,308.02	\$ 244.99	\$ -	\$ 11,063.03
<b>Totals</b>		<b>\$ 832,715.74</b>	<b>\$ 32,898.26</b>	<b>\$ -</b>	<b>\$ 799,817.48</b>