Baytree Community Development District

Agenda

May 5, 2021

AGENDA

Baytree

Community Development District

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

April 28, 2021

Board of Supervisors Baytree Community Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet Wednesday, May 5, 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. Review of Final Brevard County Memorandum and Response
- 3. Community Updates
 - A. Security
 - B. BCA
 - Presentation of Play Structures for Recreation Area
 - C. Isles of Baytree
- Consent Agenda
 - A. Approval of Minutes of the April 7, 2021 Meeting
- 5. Agenda
 - A. Discussion of Fiscal Year 2022 Budget
 - B. Discussion of Creation of Dog Park in Recreation Area
 - C. Discussion of Traffic Calming
- 6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - Presentation of Chapter 2021-1, Laws of Florida
 - ii. District Manager
 - 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 memorandum and County response is enclosed under Section A.

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. Play structures will be presented under the BCA update. The proposals and pictures are enclosed for your review.

The fourth order of business is the Consent Agenda. Section A is the approval of the minutes of the April 7, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business is the Agenda. Section A is the discussion of the Fiscal Year 2022 budget. A copy of the approved budget and proposed budget with no assessment increase are enclosed for your review. Section B is the discussion of the creation of a dog park in the recreation area and Section C is the discussion of traffic calming. These are open discussion items and no back-up material is available.

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 1 of Staff Reports is the Attorney's Report. Sub-Section 1 is the presentation of Chapter 2021-1, Laws of Florida 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,

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 14, 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 1st 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 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, and you may also contact me by phone on 321-354-9767.

Sincerely,

Peter Armans, F.E. District Engineer

Attachments:

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

Attachment B: Proposed Speed Hump Design Drawing.



ATTACHMENT A



Baytree CDD, Melbourne, FL Stop Signs and Speed Hump Locations

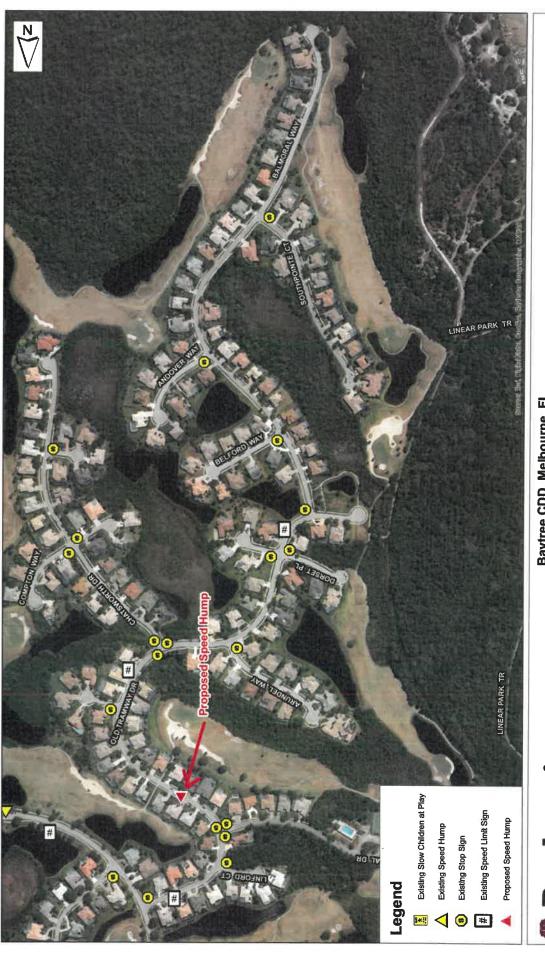
500 Feet

0 125 250

Figure 1 of 2

March, 2021





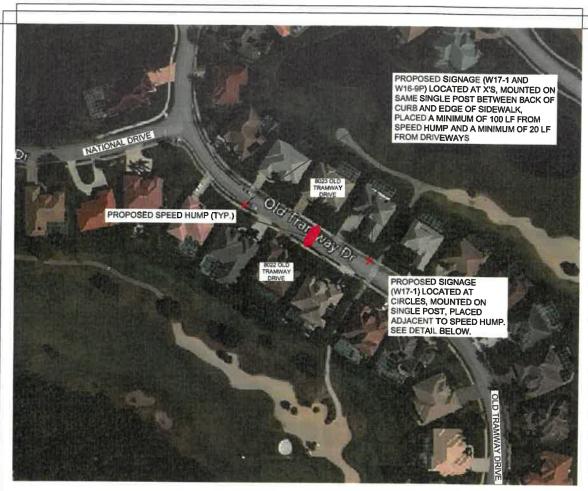
Baytree CDD, Melbourne, FL Stop Signs and Speed Hump Locations

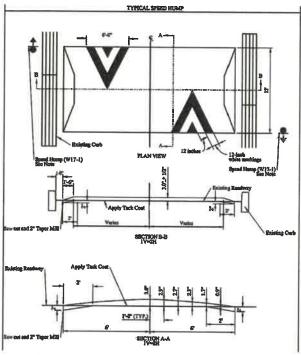
March, 2021





ATTACHMENT B





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





W16-9P

W17-1

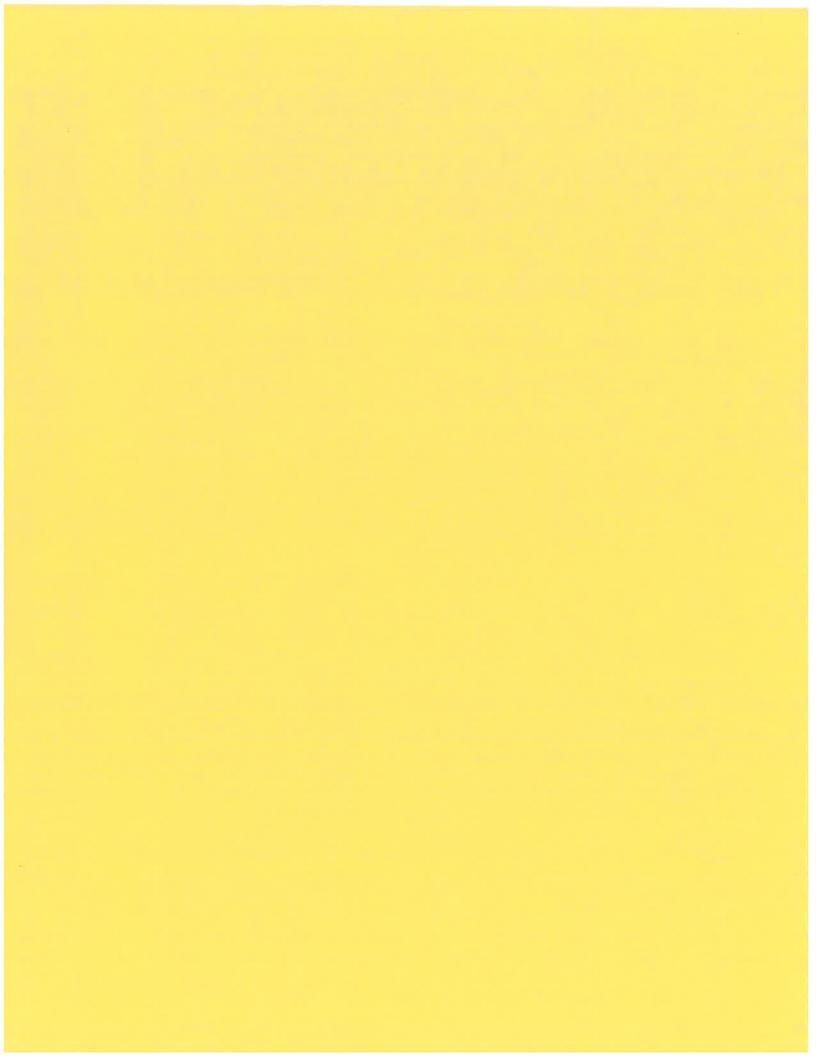


BAYTREE CDD

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



0' 100' 200'



From Gumm, Corrina cardina.gumin@knava.cdf.gov

Subject: RE: Baytree CDD: stop signs and speed humps memo

Date: April 14, 2021 at 9:36 AM

To: Armans, Peter parmers & Dewnselv.com

Go: Banfield, Molly imbanheld @Dewbodyteam, Jason Showe ishowe bransoft.com



Thank you for the documentation for our files and for your research to verify the requirements and methodologies to be used in your evaluation. I've reviewed both items and we have no comments or concerns at this time.

Regards,

Corrina Gumm, P.E.

Traffic Operations Program Manager

From: Armans, Peter <parmans@Dewberry.com>

Sent: Wednesday, April 14, 2021 8:55 AM

To: Gumm, Corrina <corrina.gumm@brevardfl.gov>

Cc: Banfield, Molly <mbanfield@Dewberry.com>; Jason Showe <jshowe@gmscfl.com>

Subject: Baytree CDD: stop signs and speed humps memo

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Morning Corrina,

This is Peter Armans, the District Engineer for the Baytree CDD in Brevard County. We last spoke on Marsh 1st about the CDD's installation of new stop signs and speed humps. On Marsh 1st, we reviewed the Florida Statute (attached word) from which we concluded that the CDD would not have to do traffic counts for the stop signs. We also discussed that the CDD has an elected board that would vote on the placement of speed humps in leu of surveying the individual property owners.

Since then, we inspected the recently installed stop signs and speed humps to verify their adherence with MUTCD and Brevard County standard details. We found the inspected stop signs and speed humps to be aligned with MUTCD and County details and we summarized our findings in the attached memo. We will also be installing a new speed hump which is also noted in the memo. We included a map showing all the stop signs and speed humps at the community.

We are providing this information for your review/comment and in case you keep inventory of location of stop signs and speed humps within the community. Please let us know if you have any comments or questions about the memo and the CDD's process of installing stop signs and speed humps.

Thank you for your help throughout this process!



SECTION III

SECTION B



3125 Skyway Circle Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Net 30

Baytree Golf Links-Swings& fr

Baytree Golf Link

8207 National Drive Melbourne, FL 32940

Date:

4/20/2021

PROPOSAL

Payment Terms:

Proposal Valid Until:

Project:

Ship To

Proposal #

5/19/2021

20916

Customer Phone:

3214318512

Customer Fa x:

021 (010012

Organization:

Baytree HOA

8207 National Dr Melbourne, FL 32940

SR

Prepared for:

R. Bosseler

Sales Rep

10, 20

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 23148

INSTALLATION OF:

- Playcraft Systems PC 2181-7 7FT Single Post Swing (2B)
- PC 2181-7 7ft Single Post AB (R, 1FB, 1HB)
- Playcraft Systems PC 1905 Thunder Dome

TOTAL: \$3,995.00

INSTALLATION OF: Supply and delivery of ADA Wood Mulch: 67 cu. yd. for coverage area of 1501 sq.ft. at a depth of 12 inches

TOTAL: \$1,340.00

Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$1,000.00 Special Project Discount

TOTAL: -\$400.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing. EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (7.0%)

TOTAL

Signature:	Print Name/Title:	Date	P.O. #	
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The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3125 Skyway Circle Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date:

4/20/2021

PROPOSAL

Proposal #

20916

Customer Phone:

3214318512

Payment Terms:

Proposal Valid Until:

Net 30

Customer Fa x:

5/19/2021

Organization:

Baytree HOA 8207 National Dr

Project:

Baytree Golf Links-Swings& fr

Melbourne, FL 32940

Baytree Golf Link

Ship To

8207 National Drive Melbourne, FL 32940

Prepared for:

R. Bosseler

Sales Rep

SR

DESCRIPTION

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation, excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.
- Dumpster to be provided by Play Space Services

100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information	Subtotal	\$5,935.00
In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not	Sales Tax (7.0%)	-\$28.00
limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.	TOTAL	\$5,907.00
Signature: Print Name/Title:	Date	P.O. #

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



Advanced Recreational Concepts, LLC

Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Baytree HOA

8207 National Dr Melbourne, FL 32940

Prepared For Richard Bosseler Ship To Baytree Golf Link

8207 National Drive Melbourne, FL 32940 Date 4/20/2021 Quotation # 23148

Prepared By Seamus Rowe

Payment Terms Net 30
Prices Valid Until 5/19/2021

Project Name Baytree Golf Links-Swings& fre

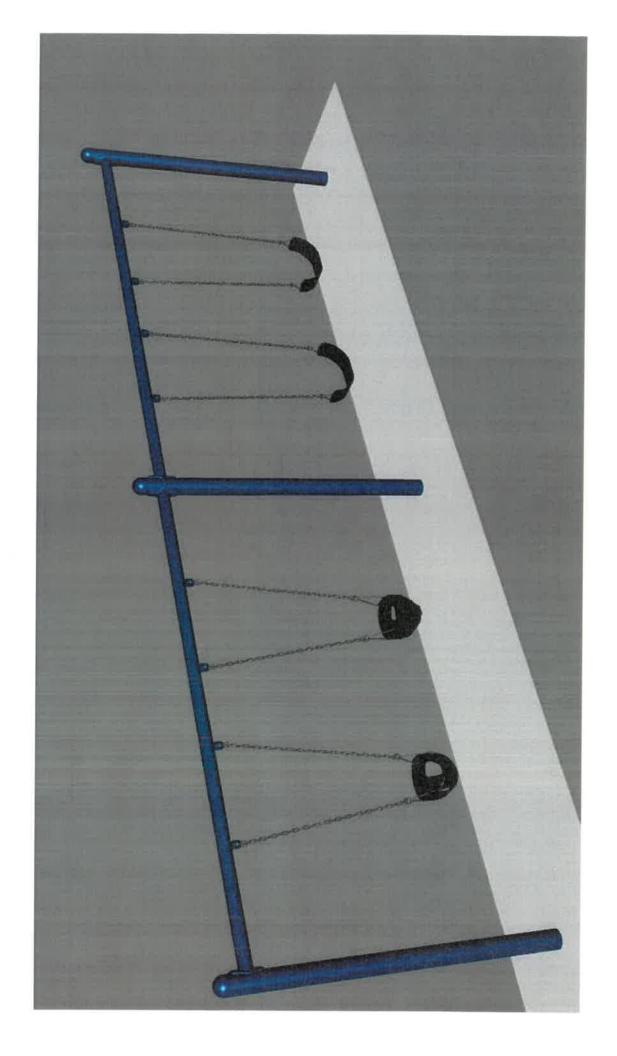
Customer Phone 3214318512

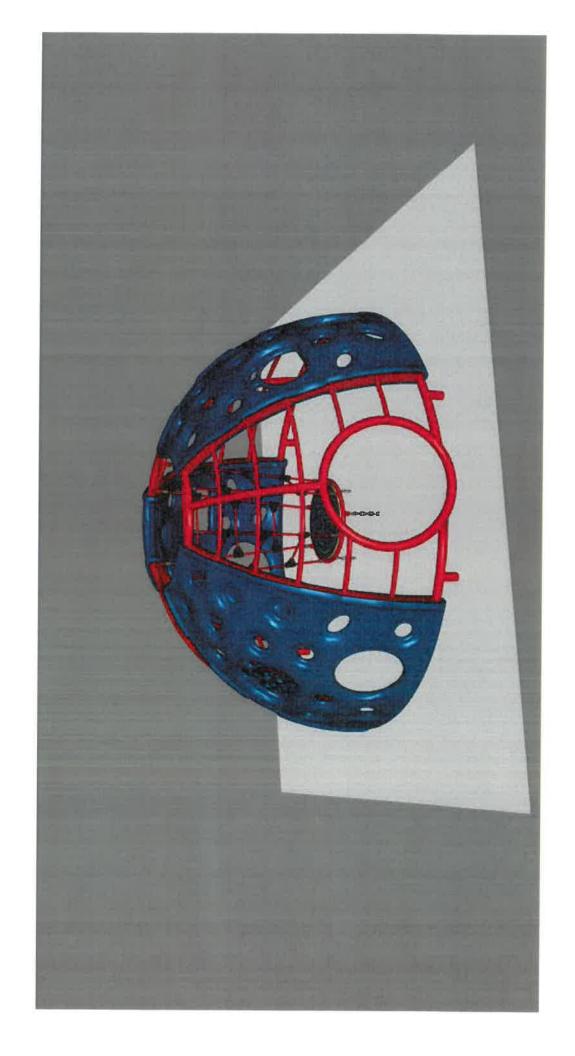
County Brevard

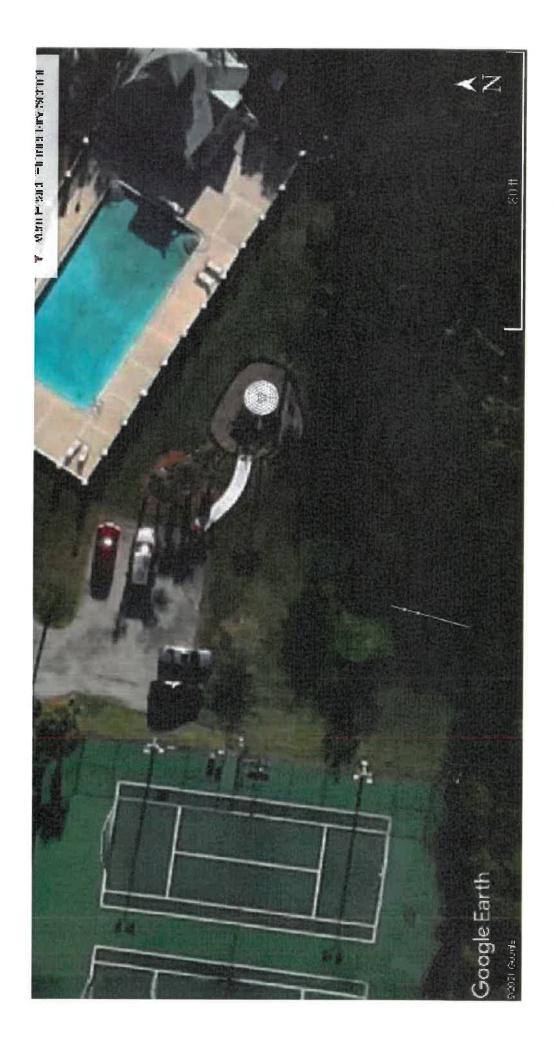
Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 20916				
A2-2181-7-2B	Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)	1		1,561.00	1,561.00T
A2-2181-7-1FB-1 HB	Playcraft Systems - PC 2181-7 7ft Single Post AB (R, 1FB, 1HB)	1		1,451.00	1,451.00T
A2-1905	Playcraft Systems PC 1905 Thunder Dome	1		7,462.00	7,462.00T
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
	Supply and delivery of ADA Wood Mulch: 67 cu. yd. for coverage area of 1501 sq.ft. at a depth of 12 inches	1		3,015.00	3,015.00T
APS-Border12"	12" APS Playground Border	28	ea	39.95036	1,118.61T
Shipping	Shipping and Handling via Common Carrier	1	12118 1733	530.00	530.00
	Special Project Discount			-925.00	-925.00

	100% Ask Your Al	Financing Available – Flexible T RC Sales Representative For More	erms Information		Subtota Sales Ta Total	l ax (7.0%)	\$15,212.65 \$963.92 \$16,176.53	2
Signature		Print Name/Title		Date	_	P.O. #		

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.







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, April 7, 2021 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Melvin MillsChairmanJerry DarbyVice ChairmanCarol WitcherAssistant SecretaryRichard BosselerAssistant SecretaryRichard BrownAssistant Secretary

Also present were:

Jason ShoweDistrict ManagerMichael PawelczykDistrict Counsel

Peter Armans District Engineer by phone

William Viasalyers Field Manager Valerie Scott 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.

SECOND ORDER OF BUSINESS

Engineer's Report

A. Discussion of Memo Traffic Calming

Mr. Armans: We don't have a lot to report on besides the memo we prepared for the District. I have a couple of comments. The memo we prepared was to the County. You have it in front of you. If you have any comments, let me know. If not, we will forward it to the County and wait for a response.

Mr. Darby: I have two quick questions. One is are we advising residents near the speed hump on Old Tramway Drive that it will be installed.

Mr. Mills: That was in the last minutes.

Mr. Showe: That's probably more of a question on our end. Once we have a timeframe on that installation, we will make sure we send out notices. If the Board approves the memo today, we will send it out to the County and let them know it is coming.

Mr. Mills: Okay. Good.

Mr. Showe: Do you want it sent to just the houses it is going to be in front of or the two houses on each side?

Ms. Witcher: The six in the square.

Mr. Showe: The six? Okay.

Mr. Brown: What was the reason it was moved down so much from where it was originally close to the cart path?

Mr. Armans: Originally it was far from the cart path and then at the last meeting, we were asked to have it closer to the cart path. Going back and forth a few times, at the last meeting, we were directed to find a new location. We had interaction back and forth a few times until we reached this location. If you look at the map, the speed hump was centered between all of the driveways. We were trying to keep the signs installed far from the driveway. I'm referring to the sign that says, "Speed Hump Ahead" or "Speed Hump." We tried to center it so it would not indirectly interfere with the cars.

Mr. Brown: With regards to the signs or the speed hump, is it 50 or 100 feet?

Mr. Armans: It's plus or minus 100 feet. It could increase or decrease slightly. It is not set in stone.

Mr. Mills: Okay.

Mr. Darby: I thought it was, Peter. I thought according to Brevard County, it had to be a minimum of 100 feet, but no shorter than that. Is that your understanding?

Mr. Armans: That's all we have. We have more than 100 feet. One hundred feet would have been very close to the driveway so we moved it about another 20 feet further away from the driveway.

Mr. Darby: Good.

Mr. Mills: That makes sense.

Mr. Armans: We meet the minimums on this.

Mr. Darby: Okay good. Peter, what are we expecting back from the County once you send this report to them? Do you think they will approve it or ignore it? What do you expect?

Mr. Armans: We basically tried to work this to where they would respond with any comments or questions. If they do not respond, if they don't have any comments or questions, we can proceed. Because we already had a conversation with them on the phone and the agreement was for us to send them a memo just to document what we are planning so they can keep an inventory.

Mr. Mills: This memo is more like an FYI to the County. Is it not?

Mr. Showe: Based on conversations that Peter had with the County, there did not seem to be a process. They just wanted to be informed what we were doing, why we were doing it and to make sure we were in compliance with the standards.

Mr. Mills: Okay. So, we need a motion to approve the memo.

Mr. Showe: Yes.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the traffic calming memo to Brevard County was approved.

Mr. Mills: Do we want to have a motion to install the speed hump?

Mr. Showe: I think you already made that motion. The purpose was to make sure that we were in compliance with the County.

Mr. Mills: Okay.

Mr. Showe: We will submit this to the County and I will put a flag on my calendar for about 30 days out. If they don't respond, we will proceed.

Mr. Brown: I look forward to getting the letter from Jason telling me that the speed hump is going in.

Mr. Showe: I have you on my list.

Mr. Mills: Thank you Peter.

Mr. Showe: I think he had another update or two.

Mr. Armans: There are a couple of other items that I wanted to comment on. One was about potentially the ability to clear the conservation area near the pavilion. That's why the question was sent to Jason. We cannot clear any conservation area. We have to leave the conservation area alone. If it was cleared, we have to let it grow back. This potentially needs to be discussed. Another item was the drainage work at the pavilion. Basically, the two projects we

have for drainage and the speed hump were approved at the last meeting. Jason and his office will be coordinating that work. If you want us to be involved in that, let me know.

Mr. Showe: We used your scope and we already coordinated with the vendor that the Board approved. It is in process.

Mr. Armans: If you have any questions for me on those items, I'm here to answer them. Otherwise, there is nothing further from me.

Mr. Mills: If the location for the pickleball court is decided, we already decided that we don't need to go into the conservation area.

Mr. Darby: Peter, not to make a special trip, but the next time you are onsite, I would like for you to take a look at a linear crack in the pavement at the corner of Old Tramway Drive and Balmoral Way. It looks like the subsurface is shifting. When William and I went out there to perform a sidewalk inspection, we noticed a couple of feet of sidewalk that was cracked. So, before we repair the sidewalks, I would like to have them evaluated to see what we need to do.

Mr. Armans: Sure.

Mr. Mills: Peter, what Jerry is talking about is years ago, we put in a pipe through to the lake on the right to get rid of the flooding in that area where we had torrential rains. It looks to me like it wasn't compacted good enough. Jerry is right. I think it is sinking.

Mr. Armans: That is definitely possible. We just had a CDD that had a depression in the road a while ago. It was ignored and that depression became a sinkhole and turned into a \$10,000 repair. Sometimes you have pipes under the road that are taking in the roadway base. If it creates a hole underneath, you could have a dip causing a safety issue. I don't know if that's what you have, but if there is a pipe underneath with a leaky joint, there could be a problem with the base. You might just have a section of the road that you peal back with native soil and our road base. It is on my list of items.

Mr. Mills: Peter, could they use an infrared camera to see if the work has actually taken place?

Mr. Armans: It is something called "Ground Penetrating Radar," which is like a robot that is sent through to the pipe to try to prevent voids outside of the pipe. That's doable. It is not an inexpensive process though.

Ms. Witcher: What are the advantages of doing it the old-fashioned way by digging a hole?

Mr. Showe: They also have cameras too that they can place in the pipe. We will have Peter take a look at it.

Mr. Witcher: When they did this originally, they had a heck of a time getting the water to actually drain. They had to redo it two or three times because of the level of the ground.

Mr. Mills: My concern is, in the future, who oversees these contractors to make sure that the compaction is done correctly?

Mr. Showe: The engineer will typically oversee the contractors to prepare them.

Mr. Mills: It is much like the columns on the monuments. That was not done right, so as a result, we have to go back.

Mr. Armans: For compaction, we usually require a geotechnical firm to test the compaction and provide a report. That is usually our way of finding out if we are compacting properly.

Mr. Mills: In the future, we need to do that.

Ms. Witcher: Can we check to see if Atkins did it?

Mr. Showe: I can go back and look at their contract.

Ms. Witcher: It was pretty extensive when they did it.

Mr. Mills: Yes it was.

Mr. Darby: I know they did it for the pavilion parking lot.

Mr. Armans: FYI, I don't have any plans to be out there. I can keep an eye on it and if it looks like it is getting worse and getting deeper, let us know and we can make a quick trip so it doesn't become a major issue.

Mr. Showe: We will keep an eye on it.

Mr. Darby: I've been looking at it for a couple of years and it hasn't gotten worse, but I would hate to replace those sidewalks.

Mr. Mills: Okay, Peter. Thank you very much!

Mr. Armans: Thank you. Have a good day!

Mr. Armans left the meeting.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Ms. Scott: Bill sent me today, but I know that he spoke with Rick this morning.

Mr. Brown: Yes, he did.

Ms. Scott: There was only one item and he asked me to relay it. I think he already spoke to Rick. Since the last time I was here, four or five months ago, new registrations for the Visitor Management System (VMS) continue to be sporadic and slim. Year-to-date 2021, I only received three. One of those I just received and I will be taking care of that in the next day or so. Other than that, I don't have a lot to add, but would be happy to answer any questions if you have any.

Ms. Witcher: We had quite a few sales in the community. So maybe we need to have the HOA have some kind of mechanism to reach out to new residents.

Mr. Showe: Both William and I let people know when they get new transponders that is one of the things they have an option for. Obviously we can't require them to register.

Ms. Witcher: Do you have any forms to give to new residents to fill out and drop off at the gate?

Mr. Showe: We have the forms online and they can get the forms from the guards. We normally refer them to the guards since that is their point of contact and we want them to get familiar with the guards.

Mr. Brown: Do we have the handout, Valerie, that you provided to us on how to set up the system?

Mr. Darby: It's on the website.

Mr. Scott: I have hard and electronic copies if someone has an issue pulling it off of the website. We can also make sure that the forms are in constant supply at the gatehouse. I know that in the beginning, we always made sure that they were there and I don't know if that's still the case.

Mr. Mills: Maybe we can include that in the next newsletter that goes out.

Mr. Brown: The welcome basket that a woman in Balmoral puts together should include the form. We can give that to Wayne to put into those baskets.

Mr. Mills: Yes.

Ms. Scott: Like I said, those come directly to me so I do see all of the ones that come in. There have been next to none for many months.

Mr. Mills: I don't know if Bill passed this along to you or not, but the Board is very pleased with Matt's performance. He is doing an outstanding job.

Ms. Scott: I will recognize them today. It has been too long. Thank you for that. We appreciate it.

Mr. Brown: The one thing that I talked with Bill about this morning was an incident that occurred at the end of March where a homeowner approached Matt at the guardhouse. It turns out that this homeowner was leasing his home and he wanted Matt to stop the lessee from driving his commercial truck to the home that he is leasing at lunchtime. Matt said, "I have to let him in." What bothers me, which Bill and I spoke about this morning, was this world is getting crazier and crazier. So, if someone walks up to an unarmed security guard at the small gatehouse, what is going to happen? I would like to see if we can't send something out in the next newsletter. I don't know whether it's my turn to publish an article on behalf of the CDD in the newsletter.

Mr. Mills: I think it is your turn.

Mr. Brown: I would think that we would want to encourage homeowners not to confront the security guard. If you have an issue, either call William, call Jason, call me or call Bill. Matt as usual, handled it very well. The owner was upset that we were letting his lessee drive his commercial truck to a home he was leasing from this homeowner and the homeowner wants us to correct the problem. What am I missing here?

Ms. Witcher: He lives in The Isles. The owner wouldn't address that. An attorney was involved with this particular tenant and owner.

Mr. Mills: Oh.

Ms. Witcher: So, I think we are getting that resolved. That commercial vehicle owner was running a business out of his garage.

Mr. Brown: That's different.

Ms. Witcher: He is renting it out five or six hours a day. He is welding in the garage. The owner is not cooperating with The Isles at all. Now it is to the point where we have to turn it over to our attorney and our attorney is taking care of it. So, we pretty much have that nipped in the bud.

Mr. Brown: Okay.

Mr. Mills: So, then we shouldn't do anything.

Ms. Witcher: No. You may want to send that particular owner a letter because he is very irate.

Mr. Brown: I would be happy to do that. I'll draft something and send it to you. Maybe you can make it nicer.

Ms. Witcher: Sure. He's threatened me too. He tried to bribe the association and everything else.

Ms. Scott: I appreciate you running that because that was one item Bill asked me to share with you.

Mr. Brown: There are very specific covenants and regulations about running a business out of your home and when commercial trucks are allowed during the day, but they are not allowed at night.

Ms. Scott: I assume if a resident has any issue about security, a complaint or wants to see something done differently, for them to approach the security officer in the gatehouse isn't the answer. Approach Jason and Will. Thanks for bringing that up.

Mr. Mills: We had a situation years ago where we had a resident go directly to the security company. We knew nothing about it. They got the guard fired. We did not know anything about it. I prefer that residents only communicate to Jason or William or Rick who is in charge of security because that situation turned out pretty bad.

Ms. Scott: Okay. I will relay that information back to the security guards.

Mr. Mills: Thank you very much!

B. BCA

Mr. Mills: No one is here from BCA.

C. Isles of Baytree

Ms. Joanne Wagner (IOB): We have our annual meeting in April. Only two people are running for Board seats, so I guess I will stay on. No one wants this job. We are still working on our fence repair. It was supposed to start in January, but we ran into all kinds of problems. They started the job, but they got the wrong parts and can't find the right parts. We are still working on that. The entrance will be painted at the end of the month. The bricks will be the colors of the

houses, which is a dark color. Our sign wall also be updated. We are also going to try to enter into a lease amendment because of the situation we are running into with people leasing in our development. Half of those that are leasing are businesses. They are receiving violation after violation for living out of state. They don't cooperate and of course you see the situation I have with this other tenant. We are trying to get something in there that the association can get more involved with taking care of this situation. He supposedly threatens me, stalks me, throws things in my driveway. He throws nails. I've had no contact with this guy ever, but he knows that I know about violations. It's nuts. We have no homes for sale in IOB right now. Everything is sold and rented. That's about all we have going on in there. There are always issues going on, but that goes on everywhere.

Mr. Mills: Joanne, I had a conversation with Agent Martin.

Ms. Wagner: Yes, I work with him very closely.

Mr. Mills: He told me that he did.

Ms. Wagner: He is wonderful. He is working with me on the speeders. He knows the speeders as well as I know them. He already stopped four of them and gave them warnings. One particular tenant that I told you about, speeds and runs through stop signs. She never stops. We have a lot of children moving into the area, even our development. Agent Martin said he would do something. He saw her flying through there and running through every stop sign. When she went through the stop sign at the gate, he stopped her and ticketed her \$169 for speeding and another \$169 for running the stop sign. Then he found out that she had a suspended license. He said if she drove down the road one more time, she would go to jail.

Mr. Brown: He told me about that one.

Ms. Wagner: Did he? I haven't seen her driving recently, but a particular guy drives his vehicle up to CVS and parks it and then she gets into his car, but at least she's not speeding on our streets.

Mr. Mills: He's helping out. He has been through the development watching people.

Ms. Wagner: He's only giving warnings at this point.

Mr. Mills: He told me that he didn't want to give tickets, only because he didn't want his family to be threatened.

Ms. Wagner: Exactly.

Mr. Mills: e gets the finger and trash dumped on his driveway. It's a mess.

Ms. Wagner: It is a mess. A lot of people don't like him because he parks his vehicle in the streets during the day.

Mr. Mills: Very good.

Mr. Darby: Joann, I think a couple of meetings ago, we talked about access to the linear trail at the zoo and the possibility of maybe the BCA helping to fund a common walkway through a decorative fence. You were going to approach the Board on that. I'm going to discuss it at my meeting.

FOURTH ORDER OF BUSINESS

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

Mr. Mills: We need a motion to approve the minutes.

Mr. Showe: We can actually approve both sets if the Board wants to. That is how you do a consent agenda. We also discussed at the workshop, adding a bench at Balmoral Park. We received a couple of minor changes to the February 3, 2021 minutes, but other than that, if the Board is amenable, you can make a motion to approve the consent agenda items.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the Minutes of the February 3, 2021 Meeting as amended, the Minutes of the March 9, 2021 Workshop Meeting as presented and an additional bench for Balmoral Park were approved.

FIFTH ORDER OF BUSINESS

Agenda

A. Consideration of Resolution 2021-03 Approving the Proposed Fiscal Year 2022 Budget and Setting a Public Hearing

Mr. Showe: This is the start of the budget process. We discussed this at the workshop. This resolution does a couple of things for the Board. It approves the Proposed Budget, which is attached as Exhibit A. That will be revised with any changes the Board makes today. It also sets the public hearing for your August Board meeting. We changed that to a Noon meeting. It also directs us to transmit the budget to Brevard County as well as posting on the website, both of which are required by the Florida Statutes. I think this budget matches pretty much what we discussed at the workshop. There is an assessment increase proposed as discussed by the Board of \$115.32 per home. I think everything else lines up with what we discussed at the workshop. Your admin costs stay fairly level. On your Operations side, expenses stay level. We tried to be

fairly conservative with these numbers. At this point, we are projecting out in February and March through next September of 2022. We are doing the best we can and try to be conservative. We may tighten some of those numbers as we get closer to the final budget. The details start on Page 3. All of the contract costs are listed out so you can see exactly how we get to each one of those figures. On Page 10 is the Capital Projects Budget. We also have the proposed detail on Page 11 of the next few years of capital projects. Page 12 is the Pavement Management Fund. Page 13 is the Community Beautification Fund. Pages 14 and 15 detail the calculation of Operations and Maintenance (O&M) assessments as well as the IOB Cost Sharing Agreement. Then there is a calculation of the carry forward in Exhibit A. Again, I know that you discussed a lot of these items at the workshop. I think it meets what the Board was requesting that needs to be presented today. A couple of items of note, just because it is here as a presentation, obviously we will make whatever changes the Board would like to make today. Again, as part of the process we have regular Board meetings in May and June. We typically leave those meetings so you can make changes to this budget as we go through the process. What you look at doing today is essentially studying a ceiling on your assessment. There is some thought that you may want to decrease it. What we said today what may be top of the line and you can break it down later. With that, we can turn it over to any questions or comments from the Board.

Mr. Bosseler: On Page 1, Tax Collector Fee increases from \$14,000 to \$18,000.

Mr. Showe: Yes. That is actually a percentage of your assessments. You are paying \$17,803. So, when your assessments go up, the percentage that they collect goes up.

Mr. Bosseler: I was just surprised that last year, it was so low.

Mr. Showe: I think we had carry forward the prior year's budget. When you get late assessments, they get collected later.

Mr. Darby: Jason, the first budget that came out, actually called for an increase in assessments of \$2,059.

Mr. Showe: Right.

Mr. Darby: Which is a considerable amount of money. In the capital plan for 2022, we have \$8,000 in the budget for *Fountain Replacement*, but we are going to do that in 2021. So, in theory, can that come out of capital as we go through this plan?

Mr. Showe: Yes. That is one of the things William and I were talking about. Timing-wise, we sent some information we received to the Board. The lake vendor cannot come out to do new lake banks until November.

Mr. Darby: Right.

Mr. Showe: There is approximately \$9,000 remaining in *Lake Bank Restoration*, so you can use those funds for the fountain in the current year. If you choose to do that later, we can definitely remove that from your capital expenses going forward.

Mr. Darby: It has a fairly significant impact.

Mr. Showe: With only 460 homes, every couple thousand makes a difference.

Mr. Darby: We could approve the budget as is, but lower it at subsequent meetings.

Mr. Showe: Correct.

Mr. Darby: To \$17 per home.

Mr. Showe: If we are approving the budget on August 4, if there is an assessment increase proposed, we have to do a 21-day mailed notice. So, three weeks before that hearing, every resident needs to have a letter in their mailbox explaining the proposed assessment increase and the date of the public hearing. That is the deadline. You can have your May and June meetings to make changes as we move forward.

Mr. Mills: I would like to make a comment regarding the assessment. I know I said this at the workshop, but I'm going to say it again. I think right now with the pandemic and everything that is going on, it is the wrong time for us to increase assessments. I will do whatever the Board wants, but I feel right now the timing is wrong. I am always for making things better, but I think we are at a point where we can back off on some of our projects at least for a year. That's basically where I'm at with this.

Mr. Brown: When is a good time?

Mr. Bosseler: In addition to what Mel said, there is a rumor that homeowner's insurance in the State of Florida is jumping rapidly. We are going to deal with that. We have notification that the Fire Department assessment is going up 35%. So, I'm kind of with Mel on this one. We probably need to do a better job with what we have.

Mr. Brown: I'm not opposed to what you are saying. We don't have to decide today whether we are going to increase the assessment or leave it alone. The County Commission is deciding by the end of this month whether the Fire Department increase is going to go through at

35% and 3% for CPI, whichever is less. So, I would say let's leave it the way it is for now. We still have time to say "yea" or "nay." I suggest, giving what we know right now, to replace the fountain and other items as we work the budget, knowing that we are going to replace the fountain this year, not next year. Then with the lake bank restoration, not being able to get here until next fiscal year, gives us some options, but we don't have to make the decision today.

Mr. Mills: I would like to see us rework the budget. Leave this one as it is. I feel strongly with Richard on the same thing. Gas prices increased significantly. Is that going to impact what Tropic-Care is doing?

Mr. Showe: I think your vendors are going to be affected by the gas prices as well as the minimum wage, along with what we will talk about later, E-Verify. There could be some additional costs. We tried to capture as much as we can in here. I will say to Mr. Bosseler's point, you will notice we received some initial estimates from our property insurance company. Those are going up as well. We propose a \$2,500 increase to the District just for property and liability insurance. We are seeing that as a trend throughout the State right now.

Ms. Witcher: The homeowner's insurance might not renew. We are trying to rebid it, but it's not easy.

Mr. Darby: There is going to be an increase in expenses. I think there is a pent up demand if you will, to increase expenses, which haven't gone up over recent years, but we may not want to raise it by this much. Rather than raise it \$115, maybe we raise it by \$50. Certainly, capital can be postponed to a certain extent. We also have \$40,000 from the BCA that we can apply to some of the amenities. I think we should still do that. We have to remember that we are completing new construction in Viera and around. As this community ages, it's going to demand more investment.

Mr. Mills: There is no question. I just think the timing is wrong.

Mr. Darby: I understand.

Ms. Witcher: With the housing right now, houses are on the market two days at the longest in here.

Mr. Mills: Another thing, as I was going through this, do we have our phone system bundled with our Internet?

Mr. Showe: Yes. We do expect there to be some cost savings once that gets fully implemented. We are switching over to Spectrum now. It has been a painful process to switchover as it is with any utility company, unfortunately.

Mr. Mills: Does the Board have any objection for Jason to rework the budget? What are the Board's wishes?

Ms. Witcher: I want to talk about the fountain in the front. It's not in our lake. The developer put it in. So why are we eating the entire cost?

Mr. Mills: The sad part of it is the entrance to Baytree. That lake is already getting stagnant if you haven't seen it.

Ms. Witcher: I know, but it's not our lake.

Mr. Mills: I realize that.

Ms. Witcher: Are we allowed to put \$9,000 into something that we don't own?

Mr. Pawelczyk: Not unless we have an easement.

Ms. Witcher: Right now, we don't have an easement. Do we?

Mr. Showe: I don't believe we have one, but in a lot of ways, it falls similar to the median we have and the entire front entrance. Even though we have an agreement with the County, we got nowhere.

Mr. Pawelczyk: The County doesn't matter because it's public property. The lake is owned by a private entity, but we maintain a recorded agreement that allows us to improve the property.

Ms. Witcher: Why can't we negotiate with them to take part of it because it is helping their algae and their cost for ECOR coming in all the time trying to fix the algae.

Mr. Mills: I don't even know if they use ECOR anymore.

Mr. Showe: I'm not sure how they service that lake.

Mr. Mills: I remember all of the phone calls I got two summers ago when that lake was full of algae. I couldn't believe it.

Mr. Darby: Traditionally we have maintained that fountain. We replaced the pumps.

Mr. Brown: We replaced the pumps three times.

Mr. Showe: That fountain has been maintained by the CDD at least as long as I have been here. I think the developer put it in and the CDD maintains it.

Ms. Witcher: The golf course is doing very well. It is packed, so why can't we at least bring it up to them? It's not just assumed that we are going to pay \$9,000 to put the fountain in. Maybe they could offer some money to pay for it. We are trying to save money on the budget.

Mr. Brown: If I was going to approach the golf course, I'd approach them on the sense of the 2.25% of our budget that they kick in, which is next year's \$21,000. They have been doing that for 20 years. Over the last five years, the major use of our roads, at least at the main gate to National Drive have been golfers. All you have to do is look at the golf course now. It's packed and the golf course is making money. Can we increase that 2.25% to 3.25%? At least that's additional money year after year after year. I think the fountain was a different issue from my own standpoint. It has been part of Baytree since I've moved here 20 years ago. I like to see it when I come through the main gates. I don't care who owns it.

Mr. Mills: It certainly sets a tone for the community.

Mr. Brown: We have been maintaining it for 20 some odd years.

Mr. Pawelczyk: There's probably something in a document.

Mr. Brown: If I am going to approach the golf course, I want to go for a buck not a quarter.

Ms. Witcher: I just want it to be legal so it doesn't come out and bite us in the end.

Mr. Brown: Has that ever been done, Mike?

Mr. Pawelczyk: That's a question for your methodology consultant, whoever that is.

Mr. Brown: It could've been just a verbal agreement between the golf course and the developer.

Mr. Pawelczyk: No, because you can assess based on benefits.

Mr. Brown: I meant the fact that the fountain has been there for so long. I doubt if there is even an easement.

Mr. Pawelczyk: With the developers of this community, your manager and attorney at the time, there is no reference.

Mr. Brown: Right. So, what would the process be?

Mr. Pawelczyk: The standard course is just to continue to maintain it. I think you still want to make sure that you notify the golf course that you are changing the fountain. You will continue to maintain it. That's all.

Mr. Brown: Okay. What would be the first step?

Ms. Witcher: What is the response from the golf course?

Mr. Pawelczyk: They need to give you permission to go onto their lake. You are asking legal questions. As a lawyer, I'm going to tell you to get permission to go on a lake and change the fountain.

Mr. Mills: Do we need to do that every time we have the maintenance crew come in?

Mr. Pawelczyk: I don't think. You can maintain it for 20 years under the same guidelines. The golf course obviously doesn't care, but if you are going to change the fountain, you are changing a use.

Mr. Mills: I got you.

Mr. Pawelczyk: Not necessarily a use, but you are changing something on the property.

Mr. Mills: Yes.

Mr. Pawelczyk: It's an improvement, but at the same time, I think you just need to at least send a letter. That way they can say, "No, we don't want you to stop maintaining it." They might ask for something else from the District in terms of an agreement to use their property. That's all. I doubt it.

Ms. Witcher: Who do we talk to about increasing the amount they give us for coming through on our roads?

Mr. Showe: That would end up being a methodology test. When the District was established and bonds were issued, a percentage was set based on an engineering test or some kind of test of the golf course's use of your infrastructure. That test was 2.5%. So that's what has been established by the Board as the assessment you levy now.

Mr. Pawelczyk: I think you are going to have to show the methodology consultant. They are going to need to have an analysis showing that is no longer the case. They are going to be getting more of a benefit than before for the use of the same infrastructure.

Mr. Darby: Can the methodology show less than 2.25%?

Mr. Pawelczyk: Absolutely.

Mr. Showe: Yes.

Mr. Darby: So, we have to wear the risk.

Mr. Brown: But we don't have to show them that.

Mr. Pawelczyk: It's a public record.

Mr. Brown: If we do this, it's a public record?

Mr. Mills: Absolutely.

Mr. Showe: Anything that's done is a public record. Typically, when you start an O&M methodology, you typically use that for the life of the District. Because it is a test.

Mr. Pawelczyk: It has already been validated.

Mr. Showe: Correct.

Mr. Pawelczyk: They usually are not going to change it.

Mr. Brown: The percentage is based on our expenses. Is that correct?

Mr. Pawelczyk: Correct.

Mr. Brown: Is it based on our assessments?

Mr. Showe: No. It's based on the total assessments levied by the District.

Mr. Pawelczyk: For instance, if the golf course was to add a nine-hole golf course on their property because they had extra property that they wanted to use, then we can make a legitimate claim because they are bringing in additional golfers to use the infrastructure. I don't know if that's the case, but that is a question. Under the master contract, it is at least \$15,000 for a methodology report.

Mr. Mills: It is based on expenses. Correct?

Mr. Pawelczyk: Correct.

Mr. Mills: If we put the fountain in, they are going to pay.

Mr. Pawelczyk: They pay 2.5%

Mr. Mills: 2.5% of the cost of the fountain to begin with.

Mr. Pawelczyk: Correct.

Mr. Showe: I will say to Mike's point, if there is a large structural difference in the way they are running their business, but you try to read that methodology test now, it's likely going to be very similar. Because then again, they haven't changed their business. The test is based on the impact the golf course has on your infrastructure. So, it has to be specific and they would have to get an engineer to figure out the impact of those vehicles on your roads. It's a pretty sensitive test. The original methodology was validated by a court so you have some backing. This process could be challenging.

Mr. Mills: I think we are opening a can of worms.

Mr. Pawelczyk: That's the big question, but I think these methodologies like for a golf course or commercial facility, look at the maximum use that, that commercial facility provides,

whether a target of \$100 per square foot retail area or an apartment complex or golf course. You are looking at the maximum number of trips that are going to be involved. As you guys probably know that maximum number of trips has probably never been reached on a constant basis.

Mr. Brown: Is the original study available?

Mr. Showe: I will send it to the Board so you can see it.

Mr. Brown: The parameters that they came up with was 2.5%.

Mr. Mills: As long as they are paying a percentage just like IOB. They are reimbursing us for a portion of the expenses anyway.

Mr. Showe: Correct.

Mr. Mills: To me, we are opening a can of worms.

Mr. Darby: Yes. We are going to spend \$15,000 for a methodology test plus engineering. It may not tell us what we want to hear.

Mr. Mills: While we are on the fountains, do we want to go ahead and approve it?

Mr. Showe: I think we are going put it on the Actions List. It's a separate discussion from the budget. Obviously, whatever you decide later, we will update the ledger for you.

Mr. Mills: Okay.

Mr. Showe: So, I think it's better if we focus on the budget for now and see what you want. We have done this in the past with Baytree. We have done separate budgets so we can do one that says, "This is what your budget might look like at no increase. This is what your budget looks like the way we presented to you at the last meeting." I will note that we tried to scrape your operations budget as best as we can. I think it is pretty lean. If you are looking at keeping your assessments level, it is going to require some cuts in capital projects and maybe the Roadway Fund for one year. GMS has been consistent. Your operational costs keep going up and assessments are level. Just like in your house, it works the same way.

Mr. Mills: By the same token, with the timing, if you have to cut back, you have to cut back.

Mr. Showe: Absolutely. We are here to help you.

Mr. Darby: So, what I think we are saying is we would like to see a zero-gain budget compared to this. Then we can see where the deltas are on where we have to be.

Mr. Showe: Sure.

Mr. Darby: I would ask you again to take a look at the O&M and Administrative expenses. You have much more insight than we do of where these things are going.

Mr. Showe: From some of the excesses and the additional capital from when we started, we were only putting \$60,000 a year in your Roadway Fund. We increased that to \$100,000. You also had significant increases in your security contract that the Board approved last year to provide better quality guards. That's been the vast majority of the cost increases. Again, you kept your assessments level. We decreased *Capital Projects* slightly, but we can certainly prepare a budget that would be a zero assessment increase. You can do that at your May meeting and make some determinations as to how you want to proceed from that point.

Mr. Mills: I hate to say this politically, but unfortunately, we don't know what the tax implications are going to be. I think we need to take a step back, look at it and then next year, increase it.

Mr. Brown: What happens next year if we have the same issues from different sections?

Mr. Mills: We can always justify that because we can say that our costs have gone up based upon our vendors.

Mr. Brown: Our costs have gone up.

Mr. Mills: Okay. Do we want to approve the budget?

Mr. Showe: I think procedurally, you still want to go ahead and approve the resolution. If the Board is comfortable, we can still use this as your Proposed Budget. That doesn't mean it's final. That may not be what's adopted. We will bring back in May some different versions of the budget and then you can let us know what direction you want to proceed from there. Procedurally, we still need to set the public hearing and use this as the start of the process.

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

Mr. Darby: I agree with Jason. This should be the way we approach it. We can actually approve the zero increase at that time.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor Resolution 2020-02 Approving the Proposed Budget for Fiscal Year 2022 with no increase in assessments and Setting a Public Hearing for August 4, 2021 at 12:00 p.m. at this location was adopted.

Mr. Showe: We will bring back a revised version for you to look at.

B. Discussion of Holiday Lighting Proposal

Mr. Showe: The proposal is in your agenda. I know that Rick has done some work on this.

Mr. Brown: There are two proposals; one was the original proposal, which totals \$15,295. The difference between last year and what is proposed for this year is primarily focusing on two areas; the front two large Oak trees on Wickham Road and Baytree Drive and adding additional icicles on the five Oak trees as you come in. Right now, there is only eight per Oak Tree, which does not look good. According to the proposal, lights will be wrapped around the trunks of two large Oak trees and major branches on either side of the main entrance at Baytree Drive; one on the CVS side and one on the bank side. The main entrance will have two Oak trees and the five Queen palms wrapped in lights and garland along the walls. That would be your main entrance to the community right off of Wickham Road. The labor and the lights that go into wrapping those two large Oak trees is primarily driving the cost increase. At the workshop, we talked about some other options on how we can come up with the money. Right now, there is \$10,000 in the budget, which has been in the budget for a number of years. The CDD kicks in \$7,000 and the BCA has given us \$3,000 each year. The BCA at their last meeting increased the amount to an additional \$1,000 and they said they would give us \$4,000 total. So now we are up to \$11,000. Mel said at the workshop he could find \$3,000, maybe \$4,000 out of his Beautification Fund. So, we could get to at least \$14,000 to \$15,000. The second quote came in at \$13,695. I recommend that we go with Option B.

Mr. Mills: Rick, one question. On the first page of the original quotation, there are two color light changes on the fountain in front.

Mr. Brown: They've never done that, and I made a note of that. They've never done that.

Mr. Mills: Yes, they did. Last year we had that.

Mr. Brown: We did? I never saw it.

Mr. Mills: We had the color rotation. I noticed it was taken out in the second proposal.

Mr. Brown: Do you want to put it back in? On the second proposal, they are not doing the four Sylvester Palms.

Mr. Mills: Right.

Mr. Brown: If we can find out what the four Sylvester Pals and the two color changes are, I think we have enough to add it in and still cover ourselves.

Mr. Darby: Are you are suggesting the \$13,695 proposal?

Mr. Brown: Yes. Mel wants to add back the cost on the original proposal under Area 4 for the Sylvester Palms and the two color changing lights.

Mr. Mills: That was on the form from last year. Put those back in and see what the total is. If the total is less than \$15,000, then go with it.

Mr. Darby: Okay.

Mr. Brown: It should be.

Mr. Mills: Do we need a motion to approve that?

Mr. Showe: Yes. We need a motion to approve the holiday lighting proposal with Holiday Lightscapes in an amount not-to-exceed \$15,000 and directing staff to draft the document. I know the vendor said he wanted to get some of these things set early this year so they will have the materials ordered. We don't have to pay for it yet, but we will at least be in the que.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the holiday lighting proposal with Holiday Lightscapes in an amount not-to-exceed \$15,000 and directing staff to draft an agreement was approved.

Mr. Brown: When Jason and I met with Shawn, the head of the holiday lighting company, he mentioned that he was getting more in the Brevard community as a direct result of the lights that we have on Baytree Drive.

Mr. Mills: Then we should get a commission.

Mr. Brown: We asked for a finder's fee and he just kind of smiled.

Mr. Darby: Is this a three-year agreement?

Mr. Mills: Yes.

Mr. Brown: A new three-year agreement.

Mr. Darby: With no cost increase.

Mr. Showe: The only cost increase is if we decide to change or add.

Mr. Pawelczyk: Correct. In the terms of the agreement, we could change it every year.

Mr. Brown: Right.

Mr. Mills: Not only the Christmas decorations, but other things we have done. I don't think we are holding the contractor to the performance of the work that we expect. I don't want

to point fingers at Rick because he did a great job last year, but the decorations weren't as good as they were the year before. I think we need to hold our contractors, all of them, to make sure that the work they do is quality work for what we are paying.

Mr. Brown: We had that conversation with Shawn and told him that we were disappointed in the quality of work that was done. He apologized and said that business had increased and he had new crews here that we hadn't had before. It's not an excuse, but we said, "If this keeps up, we may have to go somewhere else."

Ms. Witcher: What did he say his remedy is?

Mr. Brown: His business fluctuates. In the summer, he is not busy. Then from October through December, it's 24/7.

Mr. Showe: As part of our discussion, there are probably twice to three times as many icicles in this proposal. I think we said it was in the last proposal.

Mr. Brown: Right.

Mr. Showe: You should see them.

Mr. Brown: It comes down to management. He did say that he must have two guys that he didn't have before that he was using as his Supervisors. He is telling them what he needs them to do with certain key customers.

Mr. Showe: Will and I have been in direct contact with them throughout the entire process. Every time we had an issue, they were quick to respond and were here as quickly as they could. It's a challenge with all vendors at this point.

Mr. Viasalyers: We can have them do a pre-install.

Resident (Not Identified): Baytree appears to be selling at an incredible pace, as they do throughout the County, at an incredible rate. They sell it that way because this community is incredible. Here we are nibbling around the edges. It is like when I was working on the budgets, people would come in and say, "We will cut our xerox costs." Do what you have done. Do a good job. Don't worry about \$100. If people live here, they can easily pay \$100 more in their assessment. I applaud what you are trying to do, but you are nibbling around the edges. Keep making the filament look great. People will recover when they decide they want to leave here, but you are cutting xerox costs. Do what's right. Put in Christmas lights that are going to make the development look great. People will feel good about it. They will come in and it will be Christmastime. It looks incredible. Do something that looks right. If you play golf here, you can

afford the fees. We are not in a trailer park. Do what looks right and stop trying to nickel and dime. As sure as it is going to go up, property values are going to go up, but a lot of other things are going to go up, including the price of your home when you decide that you are going to leave here. So do what looks right. Make the community look right. People may piss and moan about it initially, but at the end of the day, we are going to be very glad when people are driving here and they look around and say, "I don't want to live here." Like the tennis courts, all of a sudden things start to look good. Nibbling around the edges is not going to do anybody any good. I know you are going to get complaints about this. Do people care when they get the bill, at the end of the day, they are not going to care. As far as the golfers, put up a sign, "Biohazard – Property of Golf Club."

Mr. Mills: Thank you very much. You are preaching to the choir. We all agree with this.

Resident (Not Identified): I know you do, but you have to grab it, do it and make it happen. Put in \$100. Make it happen. You have done a great job so far.

Mr. Mills: Thank you.

C. Consideration of Resolution 2021-04 Providing for the Removal and Appointment of Treasurer and Appointment of Assistant Treasurer

Mr. Showe: Mr. Ariel Lovera in our office used to serve as Treasurer of the District. He is no longer going to be involved in the day-to-day operations with GMS. The request is to appoint me as Treasurer and Ms. Katie Costa in our office to serve as Assistant Treasurer. That is for the purposes of signing checks. We don't anticipate the Board seeing any changes in terms of how things are done. Will and I already looked at every invoice that comes through. So, we already have that approval. This is just a matter of updating it to approve checks.

Mr. Darby: Is this a temporary change, Jason?

Mr. Showe: For now, it's going to be permanent, but it could change in the future. We need a motion.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor Resolution 2021-04 Removing Mr. Ariel Lovera as Treasurer and electing the District Manager as Treasurer and Ms. Katie Costa as Assistant Treasurer was adopted.

D. Discussion of BCA Funded Amenities

Mr. Bosseler: I'm not prepared today, but I will be at the next meeting. I am meeting with the vendor down at the pavilion tomorrow at 1:00 p.m. to discuss the advanced recreational concept. I think that I have enough information and I have your opinions. So, I will have a packet tomorrow and we will go from there.

Mr. Mills: Do you want to have him come to the meeting?

Mr. Bosseler: I will let you know.

Mr. Mills: Very good. Thanks, Richard.

Mr. Darby: Richard, just out of curiosity, do you think we will actually do the things we had in the Capital Plan for 2021? We had the drainage, swale, pickleball lines, cornhole equipment, charcoal grills and horseshoe pit.

Ms. Witcher: How far along are they?

Mr. Viasalyers: They are in the starting phase.

Mr. Mills: I don't know whether anyone has seen this or not, but a sign was installed at the park at Suntree saying it is for Suntree residents only.

Ms. Witcher: Yes, because everybody is going over there.

Mr. Mills: That land is owned by Suntree. Some people thought it was a Brevard County park, but it's not.

Ms. Witcher: A lot of people have their lunch over there.

Mr. Mills: Richard, that's all the better for you.

Ms. Witcher: On Murrell Road, they have the nice parks. They are always packed.

E. Ratification of E-Verify System Memorandum of Understanding

Mr. Pawelczyk: I know all of you remember the legislative memo I prepared last year.

Mr. Mills: Absolutely.

Mr. Pawelczyk: I told you that the legislature was going to require everybody, all Special Districts, municipalities, etc. to become part of the E-Verify System. So, this basically implements that statutory requirement. Even though the CDD doesn't have any employees, technically they must enroll them in the E-Verify System for IRS purposes. Even though we don't have employees, we have to become part of that system. So, GMS has done that and registered the Baytree CDD. If you go onto the E-Verify System and search for the Baytree CDD, it will come up as the District being part of it. This Memorandum of Understanding just sets forth the parameters, which management will have to follow. There is really not a whole lot

that management has to do because we don't have employees. One thing that the other part of the statute does is if you search Billing, Cochran, Lyles, Mauro & Ramsey, my firm, it will show that we are registered. So, any contractors and service providers we engage after January 1, 2021, also has to be part of this system. If we amend that in an agreement, that contractor must be part of the system. This may change. Who knows?

Mr. Mills: I was just going to ask that question.

Mr. Pawelczyk: God only knows what is going to happen. We could be saying that it's repealed, but who knows. For now, it's there. What we have done as staff, your counsel and your manager is in any new agreements, for example, the Holiday Lighting Agreement, will now include a provision that reminds the contractor that they are required to follow Florida Law and be a part of the E-Verify System. When GMS checks insurance, they also check to make sure they are part of the E-Verify System. Another aspect of this is we don't have to monitor it, to make sure that the contractor's subcontractors are part of the E-Verify System. So, if Holiday Lightscapes hires ABC Corp, Holiday Lightscapes needs to make sure they have an affidavit that says, "ABC Corp is part of the E-Verify System." If we ask for it, they must provide it. If we find out that Holiday Lightscapes is not abiding by the E-Verify System for whatever reason, we can automatically terminate their contract. No 30 days' notice or cure period is required. We are required to terminate them. I don't think that's really going to happen. I know that most of your landscape providers like Tropic-Care are already doing this because they are a big company. It's the landscape companies that maintain your homes, for instance, that aren't always a part of this E-Verify System because they are so small. In Miami-Dade County, we had a couple of instances where small landscapers were hired to maintain a median in front of the District. That's it. It's a couple of hundred dollars a month. Right?

Mr. Mills: Really?

Mr. Pawelczyk: Yes, because they weren't registered before. For the most part, I think we are finding that everybody is already registered.

Mr. Showe: Will and I for this District and all Districts, are already in touch with all of our vendors, letting them know that they must be registered with the E-Verify System if they want to continue performing work out here. I don't think we have had any challenges yet.

Mr. Pawelczyk: It doesn't cost anything. It takes about an hour to do it.

Ms. Witcher: As Supervisors, do we have to register with the E-Verify System?

Mr. Showe: No. You guys turned in your I-9 and W-4s for tax purposes anyway. In essence, we already e-verified you guys.

Mr. Pawelczyk: You are required to be a US citizen to be on the Board in the first place. It has no impact on Supervisors. It really doesn't have too much of an impact on the District other than just to add another requirement. This doesn't apply to just Special Districts; it applies to all government entities. Florida says that you are going to be like the Federal Governments and we are going to make sure you are required to do this.

Mr. Mills: Even a one-man show has to E-Verify.

Mr. Showe: Yes.

Ms. Witcher: You have to prove that you are a US citizen.

Mr. Pawelczyk: At the same time, it's really not a burden to them. It's not a recording requirement that they are being imposed upon.

Mr. Showe: If you go onto the website, there is a 30-minute video you have to watch. You fill in your name and information and I think that's it.

Mr. Mills: Do we need to ratify this?

Mr. Showe: Yes. A ratification for the Board's information is because this took effect on January 1st. District staff has already enrolled the District so it's just a ratification of that enrollment and memorandum that's in your agenda.

Ms. Witcher: So, from this day forward, any company that we hire to do has to be everified.

Mr. Showe: Yes.

Mr. Darby: Mike, do we have to have annual monitoring?

Mr. Pawelczyk: I don't think we have any reporting requirements that I'm aware of.

Mr. Showe: No.

Mr. Pawelczyk: We just have to maintain the record to show we are abiding by it.

Mr. Showe: Right.

Mr. Pawelczyk: We are alleviating a lot of that by requiring that as a contractual provision. We told them they have to be in that system. If we find out they are not, we terminate them. It is not something that Jason has to go out and check with them every three months.

Mr. Showe: It's super easy to check. We've already done that with a couple of our vendors. We had some that just weren't sure. So, you can go onto the E-Verify website, type a

corporate name and it will show whether they registered or not. We will check it when the contracts are initiated and after that, the language falls to the contractor to keep us up to date on it.

Ms. Witcher: So, if we had a three-year contract with somebody to do something and we approved it last year, we don't have to do anything this year.

Mr. Pawelczyk: That's correct, but like Jason said. This isn't just Central Florida. South Florida is doing the same thing as well as North Florida. Just remind their contractors, "You might as well do this because if you are doing work with us, the Baytree CDD, you are probably doing work with Viera or some other District in the County or the area so you might as well do it now." We haven't had any pushback from any contractors on that or the provision that is included in the agreements, because for the most part, they are already registered.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor enrolling the District in the E-Verify System based on the Memorandum of Understanding was ratified.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: We can go through some of these items quickly. Most of them are completed. Regarding the lake bank repairs, the vendor expects to come out in November. We are still reviewing the scope on some of those items,

Mr. Mills: Has the issue been resolved with the homeowner?

Mr. Showe: I have not heard back from the homeowner. For the Board's information, obviously there were a couple of properties that the Board wanted us to look at. The vendor took a look at those and based on the distance from the lake to the actual property line, the vendor thought they really didn't qualify at this time for lake bank repair. Obviously this doesn't mean he won't do it. If the Board directs those properties to be done, we can certainly do them and include them in a future contract, but that was his recommendation at the time. We had a resident that wasn't happy when I informed him of the status. The contractor doesn't expect to be out until November. So, when Peter comes out, maybe we can have him take a that might necessitate those repairs.

Mr. Darby: Is that the Studds property?

Mr. Showe: Correct. As well as the one on Ashwell.

Ms. Witcher: We have a drop off now that goes down to the water. Because we don't have plants, the wave action takes it all off.

Mr. Showe: There are a couple of ways to handle that. Like I said, it may be beneficial when Peter comes out for his next review to look at those properties, as an Engineer. Typically, the Board has used that distance from the lake bank to the property line. It is the trigger for which properties to repair.

Mr. Mills: This property is 15 feet.

Mr. Showe: Correct.

Mr. Mills: Did you send him an email or talk to him?

Mr. Showe: I wrote an email.

Mr. Mills: Okay.

Mr. Viasalyers: The second item is regarding the recreation area improvements. We have been working with Richard. We got some bike racks for the pool area. There is a water fountain that residents can use to fill up a water bottle. Those items were ordered and as soon as they arrive, we will get them installed. The third item is for the gatehouse improvements. Everything is completed with the exception of getting additional costs. Jerry provided some ideas for the hurricane shutters. We are going to measure them to see if any will work to try to save some costs to the District. All of the other improvements in the guardhouse were completed.

Mr. Darby: Is the tile in?

Mr. Viasalyers: Yes. Everything is done.

Mr. Darby: Was the door replaced?

Mr. Viasalyers: We didn't improve the sliding glass door. We are going to do the shutters. I had a vendor come out this past Monday. They inspected the back and front of our guardhouse to get an additional quote.

Ms. Witcher: I have a question about the water fountain. Is there anything with the Corona Virus that we have to do because of the water fountain?

Mr. Viasalyers: We have additional cleaning with our vendor.

Ms. Witcher: Okay.

Mr. Viasalyers: They are making sure it's disinfected. The fourth item is the Beautification Fund. I've been working with Mel. We started with the tennis court area, removing dead material along the fence line yesterday. That is completed. All of the sod has

been installed and we are just working on some minor items. Some leftover trees will be cleaned up. Tropic-Care completed the area along National Drive. They are going to clean some remaining debris out of there. Is there anything I'm missing?

Mr. Mills: They are supposed to trim the palm fronds that were broken off. They are supposed to trim the trunks to the existing fronds.

Ms. Witcher: Is that near the end of the tennis courts close to the pond? I know the pond belongs to the golf course. By cleaning all of that, does it make any more drainage go into their pond? They said it was at capacity.

Mr. Showe: We didn't affect the drainage that we had. Ours is kind of an overflow. It is designed if ours fills, it just spills over into theirs. We didn't affect any of the drainage on our side.

Ms. Witcher: One more question. The fence at the back of the tennis courts, doesn't go to the property line? Are we allowed to put a fence there? Is that the property line?

Mr. Darby: No.

Mr. Viasalyers: Are you talking about the black fence that was installed two years ago?

Ms. Witcher: Yes, the one across the back.

Mr. Viasalyers: We kept it shorter in front of the property line for maintenance purposes. We took it about 5 to 10 feet back.

Ms. Witcher: Are we allowed to go back to our property line?

Mr. Mills: Of course.

Mr. Viasalyers: You could, but it wouldn't be beneficial to the District. It is perfect where it is now.

Ms. Witcher: I was just wondering about the recreational area.

Mr. Showe: Theoretically you could turn back to that property line, but I think we are both saying that the conditions of that soil on the ground aren't conducive.

Ms. Witcher: Alright. Thank you.

Mr. Viasalyers: No problem. Item 5 is the solar heating for the pool. I haven't been able to get any proposals from vendors. I contacted every vendor in the area. They said that they were going to come out and follow up, but I never received calls back.

Ms. Witcher: How about the one that is trying to get us to do it on our houses?

Mr. Viasalyers: I didn't know that was an option.

Ms. Witcher: They are soliciting to us.

Mr. Viasalyers: I can check with them.

Ms. Witcher: Ask them about heating the poles at the same time.

Mr. Viasalyers: We can ask again. Item 6 is the flagpole movement. We completed that. We also installed a light. Item 7 is the Suntree lake bank.

Mr. Showe: I think that's on hold for now.

Mr. Mills: I received an email before I left home today. I replied to the resident that we are still in negotiations with the Suntree people. We want to be good neighbors so it's a win-win for both sides; Suntree and us. Where are we with filling in that upper end of that lake to gain access to the Suntree side? I'm talking about the lower end of the lake off of Bradwick where the restroom is. We should fill it in so we can across there once it gets wet.

Mr. Viasalyers: I spoke with Tropic-Care. They did not recommend doing that because it wouldn't make much difference, but I will follow up with them. I spoke with Mike about it.

Mr. Mills: We need to have a way to get over to the Suntree bank. That's my point.

Mr. Viasalyers: They recommend keeping that area from coming back, I will follow up.

Mr. Mills: Okay. Maybe you and I can get them to do that.

Mr. Viasalyers: Item 8 is the rear gate speaker. That was completed yesterday.

Mr. Mills: Is it above ground?

Mr. Viasalyers: I had to follow up with them in the beginning to make sure that it was completed. We had the guardhouse computer go out at the same time.

Mr. Mills: He told me the reason it was not completed is he heard a hum and there was a bad electrical ground.

Mr. Viasalyers: That was mysterious.

Mr. Mills: So, they probably fixed it. Good.

Mr. Viasalyers: I already discussed Items 9 and 10. The signage for the Phase 1 monuments are in development right now. According to the manufacturer, they should be installed in the next two weeks, hopefully.

Mr. Mills: I spoke to the sign guy yesterday. He hopes to have the letters installed Tuesday or Wednesday of next week.

Mr. Darby: Okay.

Ms. Witcher: When they were first put up, were they green?

Mr. Mills: They are not green. Those letters were wrong. The new letters are gold.

Ms. Witcher: I saw them come off.

Mr. Mills: They do come off.

Mr. Viasalyers: Item 12 is for the larger stop signs at cart crossings.

Mr. Showe: We reached out to the golf course, but have not received a response. I will try to reach out to them.

Mr. Mills: It's interesting. The other day, a golfer came across Old Tramway Drive and I didn't stop. Linda had to bear the middle finger.

Mr. Viasalyers: Item 13 was deferred to the District Engineer. Item 14 was put on the backburner.

Mr. Darby: No. Joanne is going to meet with her Board next week and bring that up.

Mr. Viasalyers: Item 15 is the conservation area cleaning at the rec center.

Mr. Showe: The engineer talked about that. You can clear off of the property line, but you cannot impact conservation property.

Mr. Viasalyers: Item 16 was the drainage work near the pavilion. It was scheduled and we are waiting for a start date from Tropic-Care. Item 17 is the repair of the Phase 1 monuments. I know that we have a proposal from Extreme Stucco for \$3,400 to raise up four columns that are leaning. We reviewed it and obtained new quotes. This is by far the cheapest. They were the original installers. They were going in, digging around and straitening those columns up.

Mr. Mills: This is one of the reasons we need to keep on our contractors to make sure that they are doing quality work. My estimation is that they should eat this, but it has been over five years so we really can't go back on them.

Ms. Witcher: They don't guarantee it forever.

Mr. Showe: The warranty was one year.

Mr. Viasalyers: There is an additional charge of \$400 for the efface around the front guardhouse. Some of the styrofoam portion right next to the storage is nicked and damaged. They would come in and repair it. That is part of the \$1,700.

Ms. Witcher: Are they going to paint it or do we have to paint it?

Mr. Viasalyers: That is something we would work on. I know there was some talk about getting another company.

Mr. Darby: Do we need a motion to approve this or is it just going to be paid out of the maintenance budget?

Mr. Showe: I think we would want the Board to discuss that to make sure you were comfortable with that.

Ms. Witcher: Yes, because we have been waiting to have it completed.

Mr. Mills: It needs to be done.

Mr. Darby: Yes it does.

Mr. Viasalyers: Okay.

Ms. Witcher: Let's get it done before hurricane season and stucco starts flying around.

Mr. Mills: Yes.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the proposal from Extreme Stucco to raise up four leaning columns in the amount of \$3,400 was approved.

Mr. Viasalyers: Item 18 is for the bench installation. I'm pleased to announce that all pads have been poured this week and we are just waiting for the benches to be delivered from the vendor.

Mr. Mills: They are coming from China.

Mr. Viasalyers: Unfortunately, everything is on back order.

Ms. Witcher: How many new benches are we putting in?

Mr. Mills: Three.

Mr. Viasalyers: Two along Baytree Drive and one at the Balmoral entrance.

Mr. Mills: I went out the back gate this morning and that bench was full with people sitting there.

Mr. Viasalyers: They always are.

Mr. Mills: That looks good. I'm so glad that they are using it.

Mr. Darby: One other thing, when are the repairs to the sidewalk and all of the markings going to be completed?

Mr. Viasalyers: I was going to touch on that in my report. That is scheduled for the next week or two.

Mr. Darby: Good.

Mr. Viasalyers: The first time we spent six hours on two different occasions going through and marking all of those areas.

Ms. Witcher: Did you hear anything from that company? Did you ask about the one that comes in and fills in from underneath so we don't have to replace the slabs?

Mr. Mills: We did.

Mr. Viasalyers: It is not feasible.

Ms. Witcher: How much of a cost difference is it?

Mr. Mills: \$7,000.

Mr. Viasalyers: They only do it for a certain amount.

Mr. Showe: I think it is a lot more than that. I will pull it up. It was pretty cost prohibitive.

Ms. Witcher: They are talking about doing driveways and people's foundation.

Mr. Mills: It is not cheap.

Mr. Viasalyers: Initially it sounds good until you get them out here.

Mr. Showe: Their proposal was \$7,850. That was only for two monuments. So, it would be double that.

Mr. Mills: Yes.

Ms. Witcher: How much would it be if we had been doing sidewalks instead of grinding?

Mr. Viasalyers: They only do it by a certain truckload, which I think was a \$4,000 or \$5,000 minimum.

Mr. Mills: Yes. It had to have a minimum.

Mr. Viasalyers: They don't just do four, five or six sidewalks. There has to be a minimum truckload.

Ms. Witcher: I was thinking about that corner of Birchington Lane where it is a mess.

Mr. Viasalyers: I know that we have 158 inches of sidewalk that are going to be completed within the next few weeks.

Ms. Witcher: What happened at the corner of Bradwick Way and Ashwell Court? Are we going to do that? Do we need to have a vote on it? The one where the fire hydrant is.

Mr. Viasalyers: It has to be re-poured.

Ms. Witcher: It has been two years. The homeowner asked again when we were going to fix it. It also has a tree that needs to be removed.

Mr. Darby: If I recall correctly that's pavement, not sidewalk. That's a road.

Ms. Witcher: It was a low spot that undermined the fire hydrant. It collapsed and broke in the middle of the night.

Mr. Darby: It is not sidewalk that needs repair. It is the road that needs to be repaired.

Ms. Witcher: It is a concrete drainage swale that goes across. That area right there and the curb.

Mr. Darby: Okay. So, I would think if we talked about repairs to Balmoral Way, we should have the engineer assess it. Then if we elect to do the work, we will put it all together.

Mr. Viasalyers: We should have them remove the Miami curbing too.

Ms. Witcher: We would do two areas at the same times.

Mr. Darby: That is what I would propose.

Ms. Witcher: Do we have to vote on anything to do that work?

Mr. Darby: No. An Engineer's assessment is what needs to be done.

Mr. Brown: Right.

Mr. Darby: Then we will get a quote and then we will vote on what to do.

Mr. Viasalyers: We just need to schedule the work and go over all of the areas.

Ms. Witcher: Thank you.

Mr. Mills: So, what do we need to approve?

Mr. Showe: The fountain, which is the next item.

Mr. Mills: What about the Extreme Plaster quote?

Mr. Viasalyers: You already approved it.

Mr. Mills: We need a motion to approve the fountain for \$9,085.

Ms. Witcher: Are you going to check and see if there is something else that we can do?

Mr. Pawelczyk: No. The motion would imply that the District Manager is going to make sure that we have permission to install the fountain.

Mr. Showe: I can assure you if there is no document that we are not going to be able to find, we just need to reach out and give verification.

Ms. Witcher: Would it be from the primary company or just the manager?

Mr. Showe: I will reach out to the manager first. If he needs to get approval from somebody else or someone higher up the chain, we can do that.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the proposal from Fountain Design Group for a lake fountain in the amount of \$9,085 was approved.

B. Additional Staff Reports

i. Attorney

Mr. Mills: Do you have anything, Mike?

Mr. Pawelczyk: Two quick items. We monitor as I indicated earlier, the legislation that goes through Florida's legislative process. They are in session now. That session will be over at the end of April. So, I wanted to put out a couple of things of interest. The first is one we talked about before, which is the tree legislation, Rick's favorite legislation, is where you have a tree that's damaged or diseased, you can remove it, the ones the Arborist said you could move. There are two bills. One bill is to repeal that law. The second bill is to define what residential property is in a way that wouldn't include HOAs. We will see what happens. I just thought it was funny. It will be part of the legislative report. I will monitor it and if it passes, we will let you know.

Mr. Showe: Thanks Mike.

Mr. Pawelczyk: The other one is of interest to everybody. This is actually a law now in Florida. You may have heard about it in the news. This is the only bill that has been signed in this session so far. For lack of a better term, it provides immunity for COVID-19 claims. I have a copy of it here and if anyone wants it, Jason can distribute it to the Board. I'm just making it a part of my report because I think it is important to understand. A lot of times, especially down south, should we open, should we not and what do we have to do? The long and short of it is in order to be immune from liability, the District in this case, has to be in good faith to follow the guidelines and regulations that are out there. This applies to private businesses as well. So, if there is a County regulation, we have to in good faith follow that regulation. Not necessarily that someone else might breach that rule and get COVID-19. We just show that we are acting in good faith. It makes it harder for people to sue with frivolous claims, basically. It requires a doctor's determination first. So, until someone starts buying off the doctors and bringing these claims, I think they are trying to nip it in the bud. The other thing is even if we are not in good faith following the regulations, in order to proceed forward and succeed in a lawsuit where someone has been damaged because they caught COVID-19 and can show that they caught it at a District facility, they would have to show that the District was grossly negligent. You guys are all business people, so you know that's much more than just showing you were negligent. It is a

difficult burden to show that you are grossly negligent. Given management around here and management in most of my Districts, it would be almost impossible for someone to show it in court. So, the legislation is online. It's Chapter 2021-1 Laws of Florida. You could read it online or Jason can distribute it.

Mr. Showe: He sent it to me and I already have a request.

Mr. Pawelczyk: We will include it in our report as part of the legislative report, but since it's already logged, I am going to bring it up at the next meeting.

Mr. Brown: We know how it goes with the trees.

Mr. Pawelczyk: As soon as I saw the bill, I said, "I have to let everyone know,"

Mr. Darby: Mike, what happens in a situation where State and Federal Law or State and County Laws are in conflict?

Mr. Pawelczyk: It is unclear. You have to show a good faith adherence to what is there.

Mr. Brown: Right.

Mr. Pawelczyk: In theory, the Federal Government for instance is saying, "Look, local governments should be responsible to address things in their local areas because those are the conditions." The conditions in Brevard County are different than in Miami-Dade County and in Troy, Alabama. I thought it was very good legislation, applauded by the municipalities and businesses everywhere.

Mr. Brown: Good.

Mr. Pawelczyk: We will see how it goes going forward. That's all I have.

Mr. Mills: Thank you, Michael.

ii. District Manager

1. Field Manager's Report

Mr. Showe: We have the Field Manager's Report. I think Will covered most of his items.

Mr. Viasalyers: I just have an update. Jerry and I worked through the sidewalk inspection. We also completed the proposed tree removal in the rights-of-way (ROWs). I need to get that address so I can add it to the list. There are six trees. We are working with the County to get that permit application started. Hopefully, within the next few weeks, we can get that completed. The underwater lights in the pool were replaced. Two of them burned out. The other two were on their way out. I think it was \$1,200 to replace all four. That has been completed.

Mr. Mills: LEDs?

Mr. Viasalyers: Yes, LEDs.

Mr. Showe: Just a note to the Board, they are required. You are required to have lights on in that pool even though there is no night swimming.

Mr. Mills: Are you serious?

Mr. Viasalyers: Yes.

Ms. Witcher: It's a safety issue.

Mr. Viasalyers: Staff is working with the pressure washing company. They set up a water meter. They are going to pressure wash the common areas. We asked them to pressure wash the pavilion area because it is getting moldy.

Ms. Witcher: He's doing it once a year now?

Mr. Viasalyers: Pressure washing the sidewalks? Yes.

Mr. Showe: He has been pressure washing it once a year and six months later, he comes in and does a soft scrub to protect the integrity of the sidewalk.

Mr. Mills: He also pressure washed the monuments. He put soap on top of them.

Ms. Witcher: That's what he does on mine because mine is down to the aggregate. He just comes in and shampoos it.

Mr. Viasalyers: We also had a fire extinguisher installed at the pavilion. That was a new requirement from the inspector. We put up a plastic enclosed one that is a breakaway. We had the bathrooms painted at the pool. That's all I have unless the Board has anything for me.

Resident (Not Identified): What kind of camera coverage do we have at the pool, pavilion and tennis courts?

Mr. Viasalyers: Pretty much full circle.

Mr. Darby: Is there one in the pavilion and one at the tennis courts?

Mr. Viasalyers: Yes.

Mr. Mills: I would like to run this by the Board. Instead of having white gates at the rear, what do you think about painting those black? They are awfully hard to keep clean. They look terrible no matter how often we wash them or paint them.

Ms. Witcher: I'm afraid at night if someone is riding a bicycle. Then they can hit it. They won't see it.

Mr. Mills: It's all well-lit back there.

Mr. Showe: They have to be LEDs.

Mr. Mills: I think it's going to help us with the maintenance costs on those iron gates.

Mr. Viasalyers: I've been their multiple times.

Mr. Mills: I know you have.

Mr. Viasalyers: I scrubbed them. It doesn't help.

Mr. Mills: I was thinking about taking some of the beautification money and painting the gates black.

Ms. Witcher: How much is it to powder coat them because that lasts a long time?

Mr. Mills: I had some powder coating done in these weather conditions and it does not last.

Mr. Showe: They must remove the gates to do it.

Mr. Mills: It's not worth it.

Mr. Darby: We can use Rust-Oleum.

Mr. Mills: Does anyone have a problem with that? Okay. Approach Justin on that.

Mr. Showe: We will work on that.

Mr. Mills: Is there anything else for William?

Ms. Witcher: He is doing a good job.

Mr. Viasalyers: Thank you.

Mr. Mills: Yes he is. I want to thank Jerry for spending time with him to work on the sidewalks.

Mr. Darby: No problem.

A.

Mr. Mills: I had four phone calls.

SEVENTH ORDER OF BUSINESS

Consideration of Check Register

Treasurer's Report

Mr. Showe: In your General Fund, we have Checks 112 through 148 in the amount of \$126,591.58. In your Capital Projects Fund, we have Checks 114 and 115 in the amount of \$8,587.50. In the Community Beautification Fund, we have Checks 39 through 42 in the amount of \$5,058.19 and February and March payroll in the amount of \$1,662.30, for a grand total of \$145,487.76. 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 January 27, 2021 to March 30, 2021 in the amount of \$145,487.76 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. The General Fund is falling in line according to the budget and we are on target. You are close on your assessments. I think we are about 90% collected, so we are in good shape.

Mr. Mills: Jason, you have given a report, which I really liked, showing the monthly expenditures for each category. Did you find anything regarding the Beautification Budget?

Mr. Showe: They don't do specific ones, but I can have them try to do one.

Mr. Mills: I would appreciate that.

Mr. Showe: We will add it to the report.

Mr. Mills: It is actually good for the Board to know as we go along how much money we are spending in each area. Thank you for doing that.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Carolyn?

Ms. Witcher: I just gave it to William. It was about my neighbor's tree.

Mr. Mills: Jerry?

Mr. Darby: Yes. Jason, would you put information on the website on how to get a transponder?

Mr. Showe: Sure.

Mr. Darby: We talked about that last time. Also, we said that we are going to raise the price to \$25 because things cost us \$21.

Mr. Showe: Yes.

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

Mr. Mills: Richard?

Mr. Bosseler: No.

Mr. Mills: Rick?

Mr. Brown: No.

Mr. Mills: The only thing that I want to suggest is stop in and look at the guardhouse because it looks good. We removed the old hot water heater in there and replaced it with an

instant hot. That should cut down on our electric bill. The floor looks great. The new toilet looks great. They put new faucets on the sink. They have nice living quarters. I told Matt he should stay overnight.

Ms. Witcher: Do they have that storm door on there?

Mr. Mills: No. We are getting a price on shutters.

Mr. Viasalyers: I forgot to mention that. We replaced all of the lights. There is a meter to the south of the guardhouse in a small island. Five out of six are completed.

Mr. Mills: They were 220 and we inverted back to 110 so we could use LEDs. I would like to thank William and Jason for doing a great job. Is there anything else?

Mr. Showe: The next meeting is on May 5th.

Mr. Darby: Jason, that's a full Board meeting, not a workshop.

Mr. Mills: Yes.

Ms. Witcher: I won't be here for that meeting.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Are there comments from the audience? Hearing none,

Resident (Not Identified): When are the food trucks going to be in the parking lot?

Mr. Darby: On May 22nd from 5:00 p.m. to 9:00 p.m. We have to make sure that the back gate is open to access the bathrooms.

Mr. Viasalyers: We have to be careful because a kid could run in there and fall.

Mr. Darby: They are going to have activities in the pool.

Resident (Not Identified): Jason, I'm confused. You said that assessments per home are going up to \$2,000 per home?

Mr. Showe: That was in the proposed budget that was approved. The Board wants to see a budget at the next meeting that would have no increase. Then they will just try to negotiate that amount as we proceed.

Resident (Not Identified): Got it. Thank you.

Mr. Mills: Is there anything else for the Board? Hearing none,

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Darby favor the meeting was adjou	y seconded by Mr. Bosseler with all in urned.
Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION V

SECTION A

BaytreeCommunity 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
Revenues					
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	\$9,25
Total Revenues	\$903,441	\$802,203	\$98,383	\$900,586	\$957,865
Expenditures					
<u>Administrative</u>					
Supervisor Fees	\$8,000	\$4,600	\$5,000	\$9,600	\$8,000
FICA Expense	\$612	\$352	\$383	\$734	\$61:
Engineering	\$30,000	\$13,715	\$17,500	\$31,215	\$35,00
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	\$3,26
Management Fees	\$42,166	\$17,569	\$24,597	\$42,166	\$42,16
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
Administrative Expenses	\$148,002	\$89,800	\$74,365	\$164,165	\$163,117

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
Operation and Maintenance					
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 \$0	\$17,947	\$15,000
Maintenance - Pool	\$17,000	\$8,895	\$10,500	\$19,395	\$18,700
Maintenance - Irrigation	\$10,000	\$862	\$1,207		. ,
Maintenance - Lighting	\$9,000	\$1,083	\$1,516	\$2,069	\$8,775
Maintenance - Monuments	\$5,000	\$2,422		\$2,598	\$8,000
Maintenance - Fountain	\$5,000 \$700		\$3,391	\$5,813	\$4,000
Maintenance - Other Field (R&M General)		\$175	\$525	\$700	\$700
	\$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
O&M Expenses	\$519,565	\$224,932	\$273,261	\$498,193	\$537,798
Reserves					
Transfer Out - Capital Projects- Paving - Baytree	\$75,370	\$0	\$75,370	\$75,370	¢75 970
Transfer Out - Capital Projects - Paving - IOB Funds	\$24,630	\$0 \$0	\$24,630		\$75,370
Transfer Out - Capital Projects - Reserves	\$60,531	\$30,266	\$30,266	\$24,630	\$24,630
Transfer Out - Community Beautification Fund	\$45,265	\$45,265	\$50,266 \$0	\$60,531	\$82,443
Transfer Out - Rebalance First Quarter Operating	\$30,078	\$0	\$30,078	\$45,265 \$30,078	\$37,265 \$37,242
Reserves	\$235,874	\$75,531	\$160,344	\$00E 074	PARA ARA
I TOWN THE	#£33,014	410,001	₹100,3 44	\$235,874	\$256,950
Total Expenses	\$903,441	\$390,263	\$507,970	\$898,233	\$957,865
Excess Revenues/(Expenditures)	- \$0	\$411.940	(\$409,587)	\$2,353	\$0

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.

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.

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.

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
	\$185,056

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
		\$14,500

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	ANNUAL
DESCRIPTION	AMOUNT	AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$2,462	\$29,545
		\$29,545

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	ANNUAL
	DESCRIPTION	AMOUNT	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	-	\$1,940
			\$51,500

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 167895-118058	201 BAYTREE DR #GUARDHOUSE 8207 NATIONAL DR #POOL	\$60 \$800	\$720 \$9,600
	CONTINGENCY	_	\$2,330 \$12,650

Gas

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

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

Trash Removal

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

DESCRIPTION	MONTHLY	ANNUAL
DESCRIPTION	AMOUNT	AMOUNT
96 Gallon Trash Toter	\$48	\$576
	·-	\$576

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 NATURAL AREAS MANAGEMENT: CONTRACT COST OF \$480 BI-MONTHLY CONTINGENCY	\$2,540	\$30,480 \$2,880 \$3,336
		\$36,696

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 CONTINGENCY	\$7,750	\$93,000 \$4,650
		\$97,650

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
		\$18,700

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

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.

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
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
Total Revenues	\$63,360	\$62,566	\$30,366	\$92,931	\$136,822
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
Total Expenses	\$62,000	\$44,703	\$33,949	\$78,652	\$130,000
Excess Revenues/(Expenditures)	\$1,360	\$17,863	(\$3,584)	\$14,279	\$6,822

Baytree CDD - Capital Improvement Program	E									
Project Description		FY 2022	E.	FY 2023	FY 2024		FY 2025		FY 2	FY 2026
Lake Bank Restoration	49	\$ 000'08	₩	30,000	₩	30,000 \$		30,000	€9	30,000
Sidewalk /Gutter Repair	₩	10,000	₩	10,000	\$ 14,5	14,500	\$ 14,5	14,500	₩	14,500
Drainage Maintenance	↔	8,000 \$	\$	10,000	\$ 10,0	\$ 000'01	,	0000	₩	10,000
Curb - Tree Trimming/Replacements	↔	4,000 \$	\$	6,500	\$ 6,5	6,500	\$ 6,5	6,500	₩	6,500
Tennis Court Lights	↔	t	↔	2,000	₩	·	\$ 2,0	2,000	₩	-
Pool Refurbuishment	↔	15,000 \$	₩	-	₩	Ī	€9	Ī	₩	1
Recreational Area Improvements	↔	30,000 \$	₩	5,000	₩	•	↔	·	49	1
Pool Drinking Fountain	↔	1,000	69	1	₩	•	↔	·	\$,
Pool Furniture	\$	4,000 \$	₩	-	₩	Ī	↔	·	₩	4,000
Lake Fountain Replacement	\$	8,000	\$	1	₩	Ī	↔	·	₩	1
Gate Operators			69	40,000	₩	ı	₩	·	₩	'
Total	↔	110,000 \$	€9	103,500 \$		61,000	\$ 63,0	63,000	₩	65,000

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
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
Total Revenues	\$378,863	\$278,787	\$100,063	\$378,850	\$478,529
Expenses:					
Bank Fees	\$0	\$165	\$231	\$396	\$0
Total Expenses	\$0	\$165	\$231	\$396	\$0
Excess Revenues/(Expenditures)	\$378,863	\$278,622	\$99,832	\$378,454	\$478,529

BAYTREE IOB CARRY FORWARD SPLIT
\$330,371 \$405,816
\$48,083 \$72,713
\$378,454 \$478,529

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
Revenues:					
Beginning Fund Balance	\$12,859	\$9,525	\$0	\$9,525	\$50,716
Transfer In - Baytree	\$45,265	\$45,265	\$0	\$45,265	\$37,265
Total Revenues	\$58,124	\$54,790	\$0	\$54,790	\$87,981
Expenses:					
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
Total Expenses	\$150	\$3,780	\$294	\$4,074	\$750
Excess Revenues/(Expenditures)	\$57,974	\$51,010	(\$294)	\$50,716	\$87,231

Community Development District

O&M Assessment Calculation

	FY 2021	FY 2022	
Net Assessments	\$853,142	\$905,346	
Discounts (4%)	\$35,691	\$37,875	
Gross Assessments	\$888,833	\$943,221	
Less : Golf Course (2.25%)	\$19,999	\$21,222	
Adjusted Gross	\$868,834	\$921,999	
Assessable Units:			
Phase 1	304	304	
Phase 2	<u>157</u>	<u>157</u>	
Total	461	461	
			Change From 2021
Per Unit O & M Assessments	\$1,884.67	\$2,000.00	\$115.32
FV 0000 P OPP 4			

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

	FY22
	Proposed Budget
Security	\$185,056
Maintenance - Gatehouse/Agreement	\$10,700
Telephone - Gatehouse	\$14,500
Utilities ¹	\$5,340
Maintenance - Lighting	\$250
Capital Reserve - Paving Management ²	\$24,630
Total	\$240,476
Less: Golf Course Contribution (2.25%)	(\$5,411)
	,
Total to be assessed To Baytree CDD & Isles of Baytree HOA	\$235,065
Total Number of Lots	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	565
Total Per Lot Assessment	****
Total Expenses divided by Total Units	\$416
Total Expenses divided by Total Offics	
Proposed Amount for Isles of Baytree HOA for FY22	\$43,269
,	¥10,200
Notes	
Total Utilities	
201 Baytree Drive Guardhouse	\$3,360
201 Baytree Drive Guardhouse - Water	\$480
8005 Kingswood Way - Street Lights	\$1,500_
	\$5,340
Comital Decomes Coloradation in Income and the C. II.	
Capital Reserve Calculation is based on the following areas:	
Baytree Boulevard National Drive	
Kindswood Drive	
KIIIdswood Diive	
Total Area of Pavement	OD 744
IOB Shared Roadway Area	89,711
Fraction of Shared Roadways	22,093 24.63%
· · · · · · · · · · · · · · · · · · ·	24.03%
Total Projected FY22 Paving Management	\$100,000
IOB Shared Cost	\$24,630
	Ψ= 1,000

Community Development District

Exhibit " A " Allocation of Operating Reserve

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



Community Development District Proposed Budget FY 2022 General Fund

Description	Adopted Budget FY2021	Actual thru 01/31/21	Projected Next 8 Months	Total Projected 09/30/21	Proposed Budget FY 2022
Revenues					
Maintenance Assessments	\$853,142	\$788,754	\$64,388	3,142	\$853,142
Miscellaneous Income (IOB Cost Share Agreement)	\$42,299	\$9,004	\$33,295	\$42499	\$42,382
Miscellaneous Income	\$8,000	\$4,445	\$2,890	\$7 :85	\$9,250
Total Revenues	\$903,441	\$802,203	\$100,573	\$902,776	\$904,774
Expenditures		4	2		
<u>Administrative</u>					
Supervisor Fees	\$8,000	\$3,800	\$4,200	\$8,000	\$8,000
FICA Expense	\$612	5291	\$321	\$612	\$612
Engineering	\$30,000	\$12,655	\$20,000	\$32,655	\$35,000
Assessment Administration	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$17,790	\$8,000	\$11,200	\$17,703	\$18,000
Annual Audit	\$3,185	\$0	\$3,185	\$3,185	\$3,265
Management Fees	\$42,166	\$14,055	\$28,111	\$42,166	\$42,166
Information Technology	\$2,800	\$943	\$2,829	\$3,772	\$2,750
Telephone	\$150	\$95	\$127	\$223	\$250
Postage	\$1,500	\$410	\$821	\$1,231	\$1,500
Insurance	\$15,100	\$16,647	\$0	\$16,647	\$18,312
Tax Collector Fee	\$3,980	\$16,028	\$1,781	\$17,809	\$17,063
Printing & Binding	\$1,700	\$272	\$816	\$1,088	\$1,500
Legal Advertising	\$1,200	\$1,094	\$0	\$1,094	\$1,500
Other Current Charges	\$1,500	\$863	\$1,727	\$2,590	\$3,000
Office Supplies	\$200	\$71	\$141	\$212	\$250
Property Taxes	\$250	\$0	\$250	\$250	\$250
Property Appraiser	\$234	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Administrative Expenses	\$148,002	\$81,637	\$75,509	\$157,146	\$161,327

Community Development District Proposed Budget FY 2022

General Fund

\$179,666 \$1,200 \$9,500 \$14,500	thru 01/31/21 \$62,392 \$0	Next 8 Months \$115,328	Projected 09/30/21	Budget FY 2022
\$179,666 \$1,200 \$9,500	\$62,392 \$0	\$115,328		FY 2022
\$1,200 \$9,500	\$0		\$177 72A	
\$1,200 \$9,500	\$0		\$177 700	
\$1,200 \$9,500	\$0		\$177 70A	
\$9,500			All the second second	\$185,056
		\$1,200	\$1,200	\$1,200
\$14.500	\$2,181	\$6,543	\$8,724	\$9,500
	\$5,769	\$10,400	\$16, 169	\$14,500
\$5,000	\$5,287	50	5,287	\$5,000
\$28,684	\$9,561	\$19,123	\$28,684	\$29,545
\$50,000	\$16,536	\$33,072	\$49,608	\$51,500
\$11,500	\$2,427	\$8,100	\$10,527	\$12,650
\$7,800	\$776	\$4,150	\$4,926	\$6,500
\$404	\$192	\$384	\$576	\$576
\$33,360	\$11,320	\$20,320	\$31,640	\$36,696
\$93,000	\$31,000	\$62,000	\$93,000	\$97,650
\$15,000	\$16,957	\$0	\$16,957	\$15,000
\$17,000	\$7,839	\$9,000	\$16,839	\$18,700
\$10,090	\$426	\$4,800	\$5,226	\$8,775
\$9.000	\$615	\$461	\$1,077	\$8,000
\$5,000	\$1,032	\$3,097	\$4,129	\$4,000
\$700 🐗	\$175	\$525	\$700	\$700
\$4,000	\$3,630	\$370	\$4,000	\$4,000
\$1,500	\$0	\$1,125	\$1,125	\$1,500 \$1,500
\$10,000	\$9,492	\$0	\$9,492	\$1,300 \$14.000
		7.		\$750
		* -		*
William .				\$15,000
\$1,000	Ψ0	\$1,000	\$1,000	\$1,000
\$519,565	\$188,904	\$311,998	\$500,902	\$541,798
¢75 270	¢ο	C7E 270	₽7E 970	£00.000
				\$60,296
	**			\$19,704
				\$61,143
,		*-		\$23,265
\$30,078	\$0	\$30,078	\$30,078	\$37,242
\$235,874	\$75,531	\$160,344	\$235,874	\$201,650
\$903 441	\$346 071	\$547.951	\$903 022	\$904,774
	AA-IAIAL I	ψστι,σσι	Ψυσυ, σε.ε.	φ304,1/4
¢n	\$456 422	(\$447 270)	ÉO OEA	\$0
The state of the s	\$75,370 \$24,630 \$60,531 \$45,265 \$30,078	\$11,000 \$0 \$1,000 \$0 \$519,565 \$188,904 \$75,370 \$0 \$24,630 \$0 \$60,531 \$30,266 \$45,265 \$45,265 \$30,078 \$0 \$235,874 \$75,531 \$903,441 \$346,071	\$11,000 \$0 \$11,000 \$1,000 \$0 \$1,000 \$519,565 \$188,904 \$311,998 \$75,370 \$0 \$75,370 \$24,630 \$0 \$24,630 \$60,531 \$30,266 \$30,266 \$45,265 \$45,265 \$0 \$30,078 \$0 \$30,078 \$235,874 \$75,531 \$160,344 \$903,441 \$346,071 \$547,851	\$11,000 \$0 \$11,000 \$11,000 \$11,000 \$1,000 \$1,000 \$0 \$1,000

Community Development District
Proposed Budget FY 2022
Capital Projects Reserve

Description	Adopted Budget FY2021	Actual thru 01/31/21	Projected Next 8 Months	Total Projected 09/30/21	Proposed Budget FY 2022
Revenues:					A
Beginning Fund Balance	\$2,729	\$32,300	\$0	\$32.300	\$13,598
BCA Contribution	\$0	\$0	\$0		\$40,000
Transfer In - Baytree	\$60,531	\$30,266	\$30,266	\$60,631	\$61,143
Interest Income	\$100	\$0	\$100	\$100	\$100
Total Revenues	\$63,360	\$62,566	\$30,366	\$92,931	\$114,841
Expenses:			0	7	
Lake Bank Restoration/Evaluation	\$30,000	\$20,680	\$0	\$20,680	\$30,000
Sidewalk/Gutter Repair	\$10,000	\$0,-1	\$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	\$9,085	\$9,085	\$0
Pool Equipment	\$0	\$4,568	\$0	\$4,568	\$0
Pool Furniture	30	50	\$0	\$0	\$4,000
Pool Refurbishing	\$0	\$0	\$0	\$0	\$15,000
Gate Operators	80	\$0	\$0	\$0	\$0
Pool Drinking Fountain	\$0	\$0	\$1,000	\$1,000	
Bank Fees	\$0	\$140	\$0	\$420	\$0
Capital Outlay	£0>	\$11,580	\$0	\$11,580	\$10,000
Total Expenses	\$62,000	\$44,633	\$34,420	\$79,333	\$111,000
Excess Revenues/(Expenditures)	\$1,360	\$17,933	(\$4,055)	\$13,598	\$3,841

Baytree CDD - Capital Improvement Program

Project Description	ir i	FY 2022	FY	FY 2023	_	FY 2024	FY 2025	 Œ	FY 2026
Lake Bank Restoration	↔	30,000	↔	30,000	₩	30,000	\$0,000	₩	30,000
Sidewalk /Gutter Repair	↔	10,000	\$	10,000	₩	14,500	14500	\$	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	↔	ı	↔	2,000	↔		\$ 2,000	↔	•
Pool Refurbuishment	↔	15,000	₩	•	\$	₹ / ()	*	↔	1
Recreational Area Improvements	\$	30,000	↔	5,000	↔		₩	69	1
Pool Drinking Fountain			↔	1	60	-11	€5	↔	'
Pool Furniture	↔	4,000	↔		*		€9	€	4,000
Lake Fountain Replacement			↔	- 1	8		€	₩	
Gate Operators			₩	40.000	\$	-	+	₩	ŀ
Tota!	₩	101,000	\$	03,500	69	61,000	\$ 63,000	₩	65,000

Community Development District

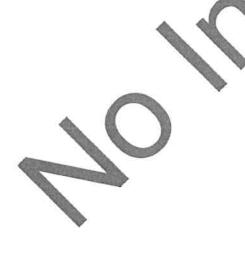
Proposed Budget FY 2022
Pavement Management

Description	Adopted Budget FY2021	Actual thru 01/31/21	Projected Next 8 Months	Total Projected 09/30/21	Proposed Budget FY 2022
Revenues:					
Beginning Fund Balance	\$278,788	\$278,775	\$0	J 8 8	\$378,740
Transfer In - Baytree	\$75,370	\$0	\$75,370	\$ \$70	\$60,296
Transfer In - IOB	\$24,630	\$0	\$24,630	\$24,630	\$19,704
Interest Income	\$75	\$7	\$68	\$75	\$75
Total Revenues	\$378,863	\$278,782	\$100,068	\$378,850	\$458,815
Expenses:			0)	
Bank Fees	\$0	\$1.00	so	\$110	\$0
Total Expenses	\$0	\$110	\$0	\$110	\$0
Excess Revenues/(Expenditures)	\$378,863	\$278,672	\$100,068	\$378,740	\$458,815
			DUCTOFF	CARRY FORWAR	
		7000	BAYTREE IOB	\$354,110 \$24,630	\$414,481 \$44,334
				\$378,740	\$44,334 \$458,815

Community Development District

Proposed Budget FY 2022 Community Beautification

	Adopted Budget	Actual thru	Projected Next	Total Projected	Proposed Budget
Description	FY2021	01/31/21	8 Months	09/30/21	FY 2022
Revenues:					>
Beginning Fund Balance	\$12,859	\$9,525	\$0	\$9.525	\$51,440
Transfer In - Baytree	\$45,265	\$0	\$45,265	\$45,765	\$23,265
Total Revenues	\$58,124	\$9,525	\$45,265	\$54,790	\$74,705
Expenses;			0		
Bank Fees	\$150	\$210	\$420	\$630	\$750
Beautification Projects	\$0	\$470	50	\$470	\$0
Landscape Improvements	\$0	\$2,250	\$0	\$2,250	\$0
Total Expenses	\$150	\$2,930	\$420	\$3,350	\$750
Excess Revenues/(Expenditures)	\$57,974	\$6,595	\$44,845	\$51,440	\$73,955



Community Development District

O&M Assessment Calculation

	FY 2021	FY 2022	
Net Assessments	\$853,142	\$853,142	•
Discounts (4%)	\$35,691	\$35,691	
Gross Assessments	\$888,833	\$888,833	
	•		
Less : Golf Course (2.25%)	\$19,999	\$19,999	
Adjusted Gross	\$868,834	\$868.834	
Assessable Units:			2
Phase 1	304	304	
Phase 2	<u>157</u>	157	
Total	461	461	
			Change From
			<u>2021</u>
Per Unit O & M Assessments	\$1,884.67	\$1,884.67	\$0.00



SECTION VI

SECTION A

tem #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Completion	Comments/Estimated Completion
-	2021 Lake Bank Repair	Viasalyers	Ongoing	17/21	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
60	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
ည	Solar Heating for Pool	Viasalyers	Ongoing	12/2/20			Staff still working on getting Quote
9	Suntree Lake Bank	Showe/Mills	On Hold				Board holding on future improvements
_	Rear Gate Speaker and Mic	Viasafyers	Ongoing	2/3/21			Vendor still working on final issues
	Bike Racks at Pool	Viasalyers	Ongoing	2/3/21			Ordered will be installed once delivered
	Water Fountain at Pool	Viasalyers	Ongoing	2/3/21			Ordered will be installed once delivered
5	Signage for Phase 1 Monuments	Viasalyers	Ongoing	2/3/21			Materials ordered, awaiting installation
=	Larger Stop Signs at Cart Crossings	Showe	Ongoing	2/3/21			Request made to GM - No response
12	Old Tramway Speed Hump	Engineer	Ongoing	2/3/21			Approved- Awaiting Final Proposal from Vendor
5	13 Zoo Trail Access Through IOB	Showe	Ongoing	2/3/21			Request made to IOB - Answer expected end of April
4	14 Drainage Work Near Pavilion	Viasalyers	Ongoing	2/3/21			Awaiting vendor to complete
5	Repair of Phase 1 Monuments	Viasalyers	Ongoing	2/3/21			
9	16 Bench Installation - Front and Rear	Viasalyers	Ongoing	2/3/21			Benches ordered, pads to be installed early April

SECTION B

SECTION 1

CHAPTER 2021-1

Committee Substitute for Senate Bill No. 72

An act relating to civil liability for damages relating to COVID-19; creating s. 768.38, F.S.; providing legislative findings and intent; defining terms; specifying requirements for civil actions based on COVID-19-related claims; requiring the court to make certain determinations in such actions; providing that plaintiffs have the burden of proof in such actions; requiring plaintiffs to commence COVID-19-related claims within specified timeframes; creating s. 768.381, F.S.; defining terms; providing preliminary procedures for civil actions based on COVID-19-related claims; providing the standard of proof required at trial for such claims; providing affirmative defenses; requiring COVID-19-related claims to commence within specified timeframes; providing applicability; providing construction; providing severability; providing applicability and for retroactive application; providing an effective date.

WHEREAS, an outbreak of the disease known as COVID-19, which is caused by a novel coronavirus that was not previously found in humans, occurred in Hubei province, China, in late 2019, and has currently been detected in more than 89 countries, including the United States, and

WHEREAS, COVID-19 is a severe respiratory disease that can result in illness or death and is caused by the person-to-person spread of the novel coronavirus, and

WHEREAS, COVID-19, as a viral agent capable of causing extensive loss of life or serious disability, is deadly, and

WHEREAS, the transmission of COVID-19 is a threat to human health in this state, and

WHEREAS, the Secretary of the United States Department of Health and Human Services declared on January 31, 2020, that a public health emergency exists in the United States due to confirmed cases of COVID-19 in this country, and

WHEREAS, on March 1, 2020, the State of Florida Department of Health, in coordination with Governor Ron DeSantis, first declared a public health emergency based on the spread of COVID-19, and

WHEREAS, throughout the declared state of emergency, the Governor's executive orders included industry-specific restrictions to prevent the spread of COVID-19 based on the best information available at the time, allowing and encouraging certain businesses to continue to safely operate, and

WHEREAS, a strong and vibrant economy is essential to ensure that Floridians may continue in their meaningful work and ultimately return to the quality of life they enjoyed before the COVID-19 outbreak, and

WHEREAS, Floridians must be allowed to earn a living and support their families without unreasonable government intrusion, and

WHEREAS, the United States Centers for Disease Control and Prevention has issued health guidance to all state and local governments and all citizens, and

WHEREAS, in March 2020, the Centers for Medicare and Medicaid Services recommended the deferral of nonessential surgeries and other procedures, and

WHEREAS, the guidance from the Centers for Medicare and Medicaid Services to defer medical procedures was based in part on its recognition that the conservation of critical health care resources is essential, and

WHEREAS, on March 20, 2020, the Governor issued Executive Order 20-72, which prohibited health care providers "from providing any medically unnecessary, non-urgent or non-emergency procedure or surgery which, if delayed, does not place a patient's immediate health, safety, or well-being at risk, or will, if delayed, not contribute to the worsening of a serious or life-threatening medical condition," and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112, which allowed health care providers to perform procedures prohibited by the earlier order if the health care provider had adequate supplies of personal protective equipment and satisfied other conditions, and

WHEREAS, medical experts have been racing to develop vaccines and to learn how COVID-19 is transmitted and how best to treat those infected with the disease, and

WHEREAS, the Federal Government, along with state and local governments, has sought to slow the spread of COVID-19 through travel bans and restrictions, quarantines, lockdowns, social distancing, and the closure of businesses or limitations on business activities, including limitations on the provision of medical services, and

WHEREAS, health care providers, including hospitals, doctors, nurses, and other health care facilities and workers, have struggled to acquire personal protective equipment and other supplies to protect against the risk of COVID-19 transmission and medications used in the treatment of the disease, and

WHEREAS, the circumstances of the COVID-19 pandemic have made it difficult or impossible for health care providers to maintain ideal levels of staffing, and

WHEREAS, health care providers are essential to the residents of this state's survival of the pandemic, and health care providers have continued to treat patients despite the potential, and still not fully known, risks of exposure to COVID-19, and

WHEREAS, while many actions may seem reasonable during the pandemic, some may attempt to construe these actions differently in hindsight when calm is restored, and

WHEREAS, as the pandemic continues and recovery begins, health care providers must be able to remain focused on serving the health care needs of their respective communities and not on the potential for unfounded lawsuits, and

WHEREAS, the Legislature finds that it is an overpowering public necessity to enact legislation that will deter unfounded lawsuits against individuals, businesses, health care providers, and other entities based on COVID-19-related claims, while allowing meritorious claims to proceed, and

WHEREAS, the Legislature finds that the unprecedented and rare nature of the COVID-19 pandemic, together with the indefinite legal environment that has followed, requires the Legislature to act swiftly and decisively, NOW, THEREFORE,

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 768.38, Florida Statutes, is created to read:

768.38 Liability protections for COVID-19-related claims.—

- (1) The Legislature finds that the COVID-19 outbreak in this state threatens the continued viability of certain business entities, educational institutions, governmental entities, and religious institutions that contribute to the overall well-being of this state. The threat of unknown and potentially unbounded liability to such businesses, entities, and institutions, in the wake of a pandemic that has already left many of these businesses, entities, and institutions vulnerable, has created an overpowering public necessity to provide an immediate and remedial legislative solution. Therefore, the Legislature intends for certain business entities, educational institutions, governmental entities, and religious institutions to enjoy heightened legal protections against liability as a result of the COVID-19 pandemic. The Legislature also finds that there are no alternative means to meet this public necessity, especially in light of the sudden, unprecedented nature of the COVID-19 pandemic. The Legislature finds the public interest as a whole is best served by providing relief to these businesses, entities, and institutions so that they may remain viable and continue to contribute to this state.
 - (2) As used in this section, the term:
- (a) "Business entity" has the same meaning as provided in s. 606.03. The term also includes a charitable organization as defined in s. 496.404 and a corporation not for profit as defined in s. 617.01401.

- (b) "COVID-19-related claim" means a civil liability claim against a person, including a natural person, a business entity, an educational institution, a governmental entity, or a religious institution, which arises from or is related to COVID-19, otherwise known as the novel coronavirus. The term includes any such claim for damages, injury, or death. Any such claim, no matter how denominated, is a COVID-19-related claim for purposes of this section. The term includes a claim against a health care provider only if the claim is excluded from the definition of COVID-19-related claim under s. 768.381, regardless of whether the health care provider also meets one or more of the definitions in this subsection.
- (c) "Educational institution" means a school, including a preschool, elementary school, middle school, junior high school, secondary school, career center, or postsecondary school, whether public or nonpublic.
- (d) "Governmental entity" means the state or any political subdivision thereof, including the executive, legislative, and judicial branches of government; the independent establishments of the state, counties, municipalities, districts, authorities, boards, or commissions; or any agencies that are subject to chapter 286.
 - (e) "Health care provider" means:
 - 1. A provider as defined in s. 408.803.
- 2. A clinical laboratory providing services in this state or services to health care providers in this state, if the clinical laboratory is certified by the Centers for Medicare and Medicaid Services under the federal Clinical Laboratory Improvement Amendments and the federal rules adopted thereunder.
- 3. A federally qualified health center as defined in 42 U.S.C. s. 1396d(1)(2)(B), as that definition exists on the effective date of this act.
- 4. Any site providing health care services which was established for the purpose of responding to the COVID-19 pandemic pursuant to any federal or state order, declaration, or waiver.
 - 5. A health care practitioner as defined in s. 456.001.
 - 6. A health care professional licensed under part IV of chapter 468.
 - 7. A home health aide as defined in s. 400.462(15).
- 8. A provider licensed under chapter 394 or chapter 397 and its clinical and nonclinical staff providing inpatient or outpatient services.
 - 9. A continuing care facility licensed under chapter 651.
 - 10. A pharmacy permitted under chapter 465.

- (f) "Religious institution" has the same meaning as provided in s. 496.404.
 - (3) In a civil action based on a COVID-19-related claim:
 - (a) The complaint must be pled with particularity.
- (b) At the same time the complaint is filed, the plaintiff must submit an affidavit signed by a physician actively licensed in this state which attests to the physician's belief, within a reasonable degree of medical certainty, that the plaintiff's COVID-19-related damages, injury, or death occurred as a result of the defendant's acts or omissions.
 - (c) The court must determine, as a matter of law, whether:
- 1. The plaintiff complied with paragraphs (a) and (b). If the plaintiff did not comply with paragraphs (a) and (b), the court must dismiss the action without prejudice.
- 2. The defendant made a good faith effort to substantially comply with authoritative or controlling government-issued health standards or guidance at the time the cause of action accrued.
- a. During this stage of the proceeding, admissible evidence is limited to evidence tending to demonstrate whether the defendant made such a good faith effort.
- b. If the court determines that the defendant made such a good faith effort, the defendant is immune from civil liability. If more than one source or set of standards or guidance was authoritative or controlling at the time the cause of action accrued, the defendant's good faith effort to substantially comply with any one of those sources or sets of standards or guidance confers such immunity from civil liability.
- c. If the court determines that the defendant did not make such a good faith effort, the plaintiff may proceed with the action. However, absent at least gross negligence proven by clear and convincing evidence, the defendant is not liable for any act or omission relating to a COVID-19-related claim.
- (d) The burden of proof is upon the plaintiff to demonstrate that the defendant did not make a good faith effort under subparagraph (c)2.
- (4) A plaintiff must commence a civil action for a COVID-19-related claim within 1 year after the cause of action accrues or within 1 year after the effective date of this act if the cause of action accrued before the effective date of this act.
 - Section 2. Section 768.381, Florida Statutes, is created to read:
 - 768.381 COVID-19-related claims against health care providers.—

- (1) DEFINITIONS.—As used in this section, the term:
- (a) "Authoritative guidance" means nonbinding instructions or recommendations from a federal, state, or local governmental entity, a clinical professional organization, or another authoritative source of clinical guidance.
- (b) "COVID-19" means the novel coronavirus identified as SARS-CoV-2; any disease caused by SARS-CoV-2, its viral fragments, or a virus mutating therefrom; and all conditions associated with the disease which are caused by SARS-CoV-2, its viral fragments, or a virus mutating therefrom.
- (c) "COVID-19 emergency" means a public health emergency relating to COVID-19 which is declared by an emergency declaration of the Federal Government or an emergency order of the State Surgeon General or a state of emergency due to COVID-19 declared by executive order of the Governor.
- (d) "COVID-19-related claim" means a civil liability claim against a health care provider which arises from the:
- 1. Diagnosis or treatment of, or failure to diagnose or treat, a person for COVID-19;
 - 2. Provision of a novel or experimental COVID-19 treatment;
 - 3. Transmission of COVID-19;
- 4. Delay or cancellation of a surgery or a delay or cancellation of a medical procedure, a test, or an appointment based on a health care provider's interpretation or application of government-issued health standards or authoritative guidance specifically relating to the COVID-19 emergency;
- 5. An act or omission with respect to an emergency medical condition as defined in s. 395.002, and which act or omission was the result of a lack of resources directly caused by the COVID-19 pandemic; or
- 6. The provision of treatment to a patient diagnosed with COVID-19 whose injuries were directly related to an exacerbation of the patient's preexisting conditions by COVID-19.

The term does not include a claim alleging that an act or omission by a health care provider caused a person to contract COVID-19 or a derivative claim to such claim unless the person was a resident or patient of the health care provider or a person seeking care or treatment from the health care provider.

(e) "Government-issued health standards" means federal, state, or local laws, rules, regulations, or orders that describe the manner in which a health care provider must operate.

- (f) "Health care provider" means any of the following:
- 1. A provider as defined in s. 408.803.
- 2. A clinical laboratory providing services in this state or services to health care providers in this state, if the clinical laboratory is certified by the Centers for Medicare and Medicaid Services under the federal Clinical Laboratory Improvement Amendments and the federal rules adopted thereunder.
- 3. A federally qualified health center as defined in 42 U.S.C. s. 1396d(l)(2)(B), as that definition existed on the effective date of this act.
- 4. Any site providing health care services which was established for the purpose of responding to the COVID-19 pandemic pursuant to any federal or state order, declaration, or waiver.
 - 5. A health care practitioner as defined in s. 456.001.
 - 6. A health care professional licensed under part IV of chapter 468.
 - 7. A home health aide as defined in s. 400.462(15).
- 8. A provider licensed under chapter 394 or chapter 397 and its clinical and nonclinical staff providing inpatient or outpatient services.
 - 9. A continuing care facility licensed under chapter 651.
 - 10. A pharmacy permitted under chapter 465.
 - (2) PRELIMINARY PROCEDURES.—
- (a) In any civil action against a health care provider based on a COVID-19-related claim, the complaint must be pled with particularity by alleging facts in sufficient detail to support each element of the claim. An affidavit of a physician is not required as part of the pleading.
- (b) If the complaint is not pled with particularity, the court must dismiss the action.
- (3) STANDARD OF PROOF.—A plaintiff who brings an action for a COVID-19-related claim against a health care provider must prove by the greater weight of the evidence that the health care provider was grossly negligent or engaged in intentional misconduct.
- (4) AFFIRMATIVE DEFENSES.—If a health care provider proves by the greater weight of the evidence the existence of an affirmative defense that applies to a specific COVID-19-related claim, the health care provider has no liability for that claim. The affirmative defenses that may apply to a COVID-19-related claim against a health care provider include, in addition to any other affirmative defenses recognized by law, the health care provider's:

- (a) Substantial compliance with government-issued health standards specifically relating to COVID-19 or other relevant standards, including standards relating to the preservation or prioritization of supplies, materials, or equipment;
- (b) Substantial compliance with government-issued health standards specific to infectious diseases in the absence of standards specifically applicable to COVID-19;
- (c) Substantial compliance with government-issued health standards relating to COVID-19 or other relevant standards was not possible due to the widespread shortages of necessary supplies, materials, equipment, or personnel;
- (d) Substantial compliance with any applicable government-issued health standards relating to COVID-19 or other relevant standards if the applicable standards were in conflict; or
- (e) Substantial compliance with government-issued health standards relating to COVID-19 or other relevant standards was not possible because there was insufficient time to implement the standards.

(5) LIMITATIONS PERIOD.—

- (a) An action for a COVID-19-related claim against a health care provider which arises out of the transmission, diagnosis, or treatment of COVID-19 must commence within 1 year after the later of the date of death due to COVID-19, hospitalization related to COVID-19, or the first diagnosis of COVID-19 which forms the basis of the action.
- (b) An action for a COVID-19-related claim against a health care provider which does not arise out of the transmission, diagnosis, or treatment of COVID-19, such as a claim arising out of a delayed or canceled procedure, must commence within 1 year after the cause of action accrues.
- (c) Notwithstanding paragraph (a) or paragraph (b), an action for a COVID-19-related claim that accrued before the effective date of this act must commence within 1 year after the effective date of this act.
- (6) APPLICATION PERIOD.—This section applies to claims that have accrued before the effective date of this act and within 1 year after the effective date of this act.

(7) INTERACTION WITH OTHER LAWS.—

- (a) This section does not create a new cause of action but instead applies in addition to any other applicable provisions of law, including, but not limited to, chapters 400, 429, 766, and 768. This section controls over any conflicting provision of law, but only to the extent of the conflict.
 - (b) This section does not apply to claims governed by chapter 440.

Section 3. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 4. This act applies retroactively and prospectively. However, this act does not apply in a civil action against a particular named defendant which is commenced before the effective date of this act.

Section 5. This act shall take effect upon becoming a law.

Approved by the Governor March 29, 2021.

Filed in Office Secretary of State March 29, 2021.

SECTION 2

This item will be provided under separate cover

SECTION VII

SECTION A

BaytreeCommunity Development District

Summary of Check Register

March 31st, 2021 through April 27th, 2021

Fund	Date	Check No.'s		Amount		
General Fund - Sun Trust	4/2/21	149 - 153	¢	6 504 04		
Scheral Faria Sull Frast	4/9/21		\$	6,584.04		
		154 - 155	\$	8,277.37		
	4/20/21	156 - 157	\$	9,396.99		
	4/22/21	158 - 163	\$	9,039.69		
			\$	33,298.09		
Payroll	<u>April 2021</u>					
	Carolyn E. Witcher	50501	\$	184.70		
	Gilbert M. Mills Jr.	50502	\$	184.70		
	Jerome S. Darby	50503	\$	184.70		
	Richard C Bosseler	50504	\$	184.70		
	Richard L. Brown	50505	\$	184.70		
			\$	923.50		
			\$	34,221.59		

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RIIN 4/27/21	1	
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	BAYTREE GENERAL FUND	THE TO HELD THE THE PARTY OF TH
	*** CHECK DATES 03/31/2021 - 04/27/2021 ***	

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4/27/21	AMOUNT	2,407.50		30.00		3,383.42		315.00	375.00		48.12		1,470.00		3,403.68	3,403.69		1,675.00		3,513.83	233.33	22.50	16.80
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MBYINGTON BAYT --BAYTREE--

DAGE 2		
RUN 4/27/21		
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	04/27/2021 *** BAYTREE GENERAL FUND	BANK F BAYTREE CDD-GF SUN
AP300R	*** CHECK DATES 03/31/2021 -	

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	JNTCHECK
	4/01/21 403 202104 320-53800-34000 FIELD MANAGEMENT APRT. 21	* 2,390.33	.33
	4/01/21 403 202104 320-53800-49000	* 1,545.20	.20
			7,721.99 000157
4/22/21 00234 3/23/21 90 GU	3/23/21 90 202103 320-53800-41100	* 1,710.00	1 - 1 - 1 - 00.
	A BETTER RENOVATIONS INC.		1,710.00 000158
4/22/21 00140	4/22/21 00140 3/15/21 265700 202103 320-53800-41100	* 214.00	1 1 1 1 1 00.
	ATP FIRE		214.00 000159
4/22/21 00019	4/22/21 00019 4/01/21 11026 202102 320-53800-46200	* 116.00	000
	4/01/21 4026 202141 200-53800-46200 APRIT. POOL SERVICE	* 625.00	00
	BEACH POOL SERVICE		741.00 000160
4/22/21 00193	4/22/21 00193 4/01/21 15800229 202104 320-53800-46200	* 1 1 431	1.00
	COVERALL NORTH AMERICA, INC DBA		431.00 000161
4/22/21 00200	4/22/21 00200 4/07/21 1800631 202104 320-53800-34500 SECURITY SERVICE 4/4-4/7	* 3,403	69.
	Q		3,403.69 000162
4/22/21 00039 4/	08/21 395107	* 2,540.00	00.
1 1 1 1	1	1	2,540.00 000163
	TOTAL FOR BANK F	6	60
	TOTAL FOR REGISTER	33,298.09	60

SECTION B



Community Development District

Unaudited Financial Reporting March 31, 2021



Table of Contents

Balance Shee	
General Fun	
Capital Reserves Fun	
Pavement Management Fund	
Community Beautification Fund	
Month to Monti	
Assessment Receipt Schedule	

BaytreeCommunity Development District

Balance Sheet

March 31, 2021

新华东州西部		General Fund	Сар	ital Projects Fund	Totals Governmental Funds			
Annah		Tana		rana	Gover	nmentai runas		
Assets:								
Cash:								
Operating Fund	\$	510,875	\$	-	\$	510,875		
Capital Reserves	\$	-	\$	17,794	\$	17,794		
Pavement Management	\$	-	\$	278,569	\$	278,569		
Community Beautification	\$	-	\$	47,422	\$	47,422		
Investments:								
Custody	\$	1,030	\$	-	\$	1,030		
Total Assets	\$	511,905	\$	343,785	\$	855,690		
Liabilities:								
Accounts Payable	\$	17,058	\$		ď	17.050		
Due To Others	\$	1,052	\$	•	\$	17,058		
Due 10 Outers	Ф	1,052	Ф		\$	1,052		
Total Liabilities	\$	18,110	\$		\$	18,110		
Fund Balances:								
Assigned For:								
Capital Reserves	\$	-	\$	17,794	\$	17,794		
Pavement Management	\$	_	\$	278,569	\$	278,569		
Community Beautification	\$	_	\$	47,422	\$	47,422		
Unassigned Fund Balance	\$	493,795	\$	-	\$	493,795		
Total Fund Balances	\$	493,795	\$	343,785	\$	837,580		
				,	T	00.,000		
Total Liabilities & Fund Equity	\$	511,905	\$	343,785	\$	855,690		

Community Development District

General Fund

Statement Of Revenues & Expenditures

	Adopted	Pro	rated Budget		Actual	E 9 6/-2	
	Budget	The	u 03/31/21	The	u 03/31/21		Variance
Revenues:							
Maintenance Assessments	\$ 853,142	\$	814,258	\$	814,258	\$	
Miscellaneous Income (IOB Cost Share Agreement)	\$ 42,299	\$	19,579	\$	19,579	\$	
Miscellan eous Income	\$ 8,000	\$	4,000	\$	5,558	\$	1,55
Total Revenues	\$ 903,441	s	837,837	S	839,395	\$	1,558
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 8,000	\$	4,000	\$	5,600	\$	(1,600
FICA Expense	\$ 612	\$	306	\$	428	\$	(122
Engineering	\$ 30,000	\$	15,000	\$	15,390	\$	(39)
Assessment Administration	\$ 7,500	\$	7,500	\$	7,500	\$	`
Attorney Fees	\$ 17,750	\$	8,875	\$	10,890	\$	(2,01
Annual Audit	\$ 3,185	\$	-	\$		\$	
Management Fees	\$ 42,166	\$	21,083	\$	21,083	\$	(
nformation Technology	\$ 2,800	\$	1,400	\$	1,410	\$	(10
Telephone	\$ 150	\$	75	\$	95	\$	(20
Postage	\$ 1,500	\$	750	\$	451	\$	299
insurance	\$ 15,100	\$	15,100	\$	16,647	\$	(1,547
Tax Collector Fee	\$ 13,980	\$	13,980	\$	16,312	\$	[2,332
Printing & Binding	\$ 1,700	\$	850	\$	403	\$	447
egal Advertising	\$ 1,200	\$	1,200	\$	1,094	\$	106
Other Current Charges	\$ 1,500	\$	750	\$	1,139	\$	(389
Office Supplies	\$ 200	\$	100	\$	94	\$	` 6
Property Taxes	\$ 250	\$	250	\$	253	\$	(3
Property Appraiser	\$ 234	\$	234	\$	234	\$	`.
Oues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Fotal General & Administrative:	\$ 148,002	5	91,628	5	99,198	\$	(7,570

Community Development District

General Fund

Statement Of Revenues & Expenditures

	Adopted		Pro	rated Budget		Actual			
		Budget	Thi	ru 83/31/21	The	u 03/31/21		Variance	
Operation and Maintenance									
Security Contract	\$	179,666	\$	89,833	\$	89.601	\$	232	
Gate Maintenance Contract	\$	1,200	\$	1,200	\$	550	\$	650	
Maintenance - Gatehouse	\$	9,500	\$	4,750	\$	4,395	\$	355	
Telephone/Internet - Gatehouse/Pool	\$	14,500	\$	7,250	\$	8,623	\$	(1,373	
Transponders	\$	5,000	\$	5,000	\$	5,287	\$	(287	
Field Management Fees	\$	28,684	\$	14,342	\$	14,342	\$	0	
Electric	\$	50,000	\$	25,000	\$	24,750	\$	250	
Water & Sewer	\$	11,500	\$	5,750	\$	4,307	\$	1,443	
Gas	\$	7,800	\$	3,900	\$	4,302	\$	(402	
Trash Removal	\$	404	\$	202	\$	289	\$	(87)	
Maintenance - Lakes	\$	33,360	\$	16,680	\$	16,950	\$	(270)	
Maintenance - Landscape Contract	\$	93,000	\$	46,500	\$	46,500	\$	(= / 5	
Maintenance - Additional Landscape	\$	15,000	\$	15,000	\$	19,597	\$	(4,597	
Maintenance - Pool	\$	17,000	\$	8,500	\$	10,097	\$	(1,597)	
Maintenance - Irrigation	\$	10,000	\$	5,000	\$	1,087	\$	3,913	
Maintenance - Lighting	\$	9,000	\$	4,500	\$	1,083	\$	3,417	
Maintenance - Monuments	\$	5,000	\$	2,500	\$	2,422	\$	78	
Maintenance - Fountain	\$	700	\$	350	\$	350	\$		
Maintenance - Other Field (R&M General)	\$	4,000	\$	4,000	\$	4,320	\$	(320)	
Maintenance - Recreation	\$	1,500	\$	750	\$	-	\$	750	
Holiday Landscape Lighting	\$	10,000	\$	10,000	\$	9,492	\$	508	
Operating Supplies	\$	750	\$	750	\$	1,403	\$	(653)	
Sidewalk/Curb Cleaning	\$	11,000	\$	5,500	\$	800	\$	4,700	
Miscellaneous	\$	1,000	\$	500	\$		\$	500	
Total O&M Expenses:	\$	519,565	\$	277,757	s	270,548	S	7,209	
<u>Reserves</u>									
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	\$	•	\$	-	\$		
Total Reserves	\$	235,874	\$	75,531	\$	75,531	\$	/H.M.	
Total Expenditures	\$	903,441	\$	444,916	\$	445,277	\$	(361)	
Excess Revenues (Expenditures)	5	(0)			Š	394,117	9.1	-21/2	
Fund Balance - Beginning	\$	V = 1 G = 1			\$	99,678			
Fund Balance - Ending	\$	(0)			\$	493,795			

Community Development District

Capital Reserves Fund

Statement Of Revenues & Expenditures

	Adopted		ated Budget	ng na	Actual		10 10	
	Budget	Thr	03/31/21	The	u 03/31/21	Variance		
Revenues:								
Transfer In - Baytree	\$ 60,531	\$	30,266	\$	30,266	\$		
Interest Income	\$ 100	\$	50	\$	1	\$	(49)	
Total Revenues	\$ 60,631	\$	30,316	\$	30,267	\$	(49)	
Expenditures:								
Lake Bank Restoration/Evaluation	\$ 30,000	\$	15,000	\$	20,680	\$	(5,680)	
Sidewalk/Gutter Repair	\$ 10,000	\$	5,000	\$	-	\$	5,000	
Drainage Maintenance	\$ 8,000	\$	4,000	\$	-	\$	4,000	
Curb-Tree Trimming/Replacements	\$ 4,000	\$	2,000	\$	•	\$	2,000	
Recreation Area Improvements	\$ 10,000	\$	5,000	\$	7,665	\$	(2,665)	
Monument Repair	\$ -	\$	-	\$	8,280	\$	(8,280)	
Signage	\$ -	\$	-	\$	3,300	\$	(3,300)	
Pool Equipment	\$ -	\$	-	\$	4,568	\$	(4,568)	
Bank Fees	\$ -	\$	-	\$	280	\$	(280)	
Total Expenditures	\$ 62,000	s	31,000	\$	44,773	\$	(13,773)	
Excess Revenues (Expenditures)	\$ (1,369)			\$	(14,506)	illi na	18 61	
Fund Balance - Beginning	\$ 2,729		JULI	\$	32,300	ui ku i		
Fund Balance - Ending	\$ 1,360			\$	17,794			

Community Development District

Pavement Management Fund

Statement Of Revenues & Expenditures

Charles in 23 th result of the	Adopted	Prorat	ed Budget		Actual	ATTE .	San St. L.
	Budget	Thru (3/31/21	Thr	u 03/31/21	V.	riance
Revenues:							
Transfer In - Baytree	\$ 75,370	\$	-	\$	-	\$	-
Transfer In - IOB	\$ 24,630	\$	-	\$	-	\$	-
Interest Income	\$ 75	\$	38	\$	14	\$	(24)
Total Revenues	\$ 100,075	\$	38	\$	14	\$	(24)
Expenditures:							
Bank Fees	\$ -	\$	•	\$	220	\$	(220)
Total Expenditures	\$	\$		\$	220	\$	(220)
Excess Revenues (Expenditures)	\$ 100,075	يجائيمينا	72.5	\$	(206)		
Fund Balance - Beginning	\$ 278,788	i ka li		\$	278,775		
Fund Balance - Ending	\$ 378,863			\$	278,569		

Community Development District

Community Beautification

Statement Of Revenues & Expenditures

	Adopted	Pror	ated Budget		Actual	2000	W 18
	Budget	Thr	103/31/21	Thre	03/31/21	1	/ariance
Revenues:							
Transfer In - Baytree	\$ 45,265	\$	45,265	\$	45,265	\$	-
Total Revenues	\$ 45,265	\$	45,265	\$	45,265	\$	
Expenditures:							
Bank Fees	\$ 150	\$	75	\$	210	\$	(135)
Beautification Projects	\$ -	\$	-	\$	4,908	\$	(4,908)
Landscape Improvements	\$ •	\$	-	\$	2,250	\$	(2,250)
Total Expenditures	\$ 150	\$	75	\$	7,368	\$	(7,293)
Excess Revenues (Expenditures)	\$ 45,115			\$	37,897		
Fund Balance - Beginning	\$ 12,859		y White	\$	9,525		
Fund Balance - Ending	\$ 57,974	200		\$	47,422		

Baytree

Community Development District

Month to Month

		Oct	i	Nov		Dec		100	H	Pah	Ä	March	V	Anril		Man	line	9	Files		Ama		Court	4	
Revenues																		ė.	(m)		Aut.		liae		10(3)
Maintenance Assessments	49		\$	179,319	69	578,800	69	30,635	49	11,063	\$		69	49	•	49	,	469		64	•	44		Ø	14.259
Miscellaneous Income (IOB Cost Share Agreement)	69	9,004	49	٠	49	,		,	49		\$ 1	3,575	44	69	•	65	1	- 69	٠	+ 49		+ 69	,	. •	19 579
Miscellaneous Income	59	332	44	9	49	838	69	3,215	1/3	27	69	1,086	€9	49	•	69	١	₩	٠	69	,	49	1	69	5,558
Total Revenues	0	9.336	\$ 179	9.379		\$ 579 638		32 850	-	11 000	¢ 26	76 404 6		•		٠		4							
	ч			2,012	н	2,000	1	00000		060				^		•	•	'n	•	2		8	ı,	\$ 83	\$ 839,395
Expendituress																									
Commenced D. A Some book in the most the con																									
Supervisor Fees	₩	1,000	49	2,000	69		49	800	49	800	69	000'1		69		64	•	49	,	49	,	45		69	5.600
FICA Expense	49	77	69	153	₩		49	61	₩2	19	€9	77		49	•	69	•	69		49		₩.	,	- 49	428
Engineering	49	3,335	₩	2,395	69	3,995	69	2,930	69	1,060	49	1,675	-	69	•	€9	1	69	,	69	,	69		- 69	15.390
Assessment Administration	49	7,500	49		69	,	49		49	,	49	9	40	69		₩		69		- 69	,	- 69	,	- 69	7.500
Attorney Fees	**	2,340	49	765	€9	3,398	69	1,980	49	2,408	49	,	46	69	•	49	,	₩		- 69	,	69	,	· 69	10.890
Annual Audit	49		169	,	₩.	(6)	49		₩,		49		40	69		69	٠	-64		- 69	,	- 69		- 49	,
Management Fees	(r)	3,514	49	3,514	69	3,514	49	3,514	69	3,514	69	3,514	40	69		69	•	49	•	- 69	,	- 69	,	- 49	21.083
Information Technology	49	233	69	233	49	243	69	233	169	233	49	233		49		69	•	69	,	- 65	•	69	,	- 41	1.410
Telephone	49	38	69	,	69	57	69		69		64	,		49		49	•	69	,	₩		- 69		- 69	95
Postage	49	11	69	189	69	33	49	178	49	2	₩	38		49		69	•	49		49	,	- 49		- 69	451
Insurance	\$ 16	16,647	49	,	49		₩.	50	49	,	69	,	,	49	'	49	٠	49	,	₩	•	69		- 4/3	16,647
Tax Collector Fee	₩	,	69	3,586	69	11,576	49	613	49	248	€9-	289		69	٠	69	٠	49		69	,	49		69	16.312
Printing & Blading	₩	104	69	41	69	114	49	12	69	86	₩	33		49	'	69	٠	49		€9		- 49		- 49	403
Legal Advertising	49	246	69	171	69	174	49	503	64		₩.			49	'	64	•	69		69	,	69		- 69	1.094
Other Current Charges	49	526	69	335	49	133	69	169	69	145	69	131		₩	•	69	٠	49		49		69		₩.	1,139
Office Supplies	44	23	69	23	44	23	49	1	49	23	69	1		₩	٠	69	١	49		69		49		49	94
Property Taxes	49	,	69	253	₩	(*)	49	,	49		69	,		49	•	69		69		69		69	,	40	253
Property Appraiser	69	234	69		49	is	49		49		69	1		69	•	49	,	49		49	٠	69		49	234
Dues, Licenses & Subscriptions	49	175	49		₩		69		49		49			69	•	₩	٠	44		49	,	€9		49	175
			1																						
Total General & Administrative:	\$ 35	35,703	\$ 1	13,658	٠,	23,261	44	10,995	44	8.591	\$ 6	6.991	10	*	109	*		*		+		•		4	90 100

Baytree

Community Development District

Month to Month

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	ł	20		NON		Dec	Ì	Jan		Feb	<u>Z</u>	March	Apr	=	M		June		July		Aug		lept	Total	
Eteld Expenses																									
Security Contract	49	13,991	₩	17,282	69	13,858	₩	17,262	\$ 10,	10,211	\$ 16.	16,998 \$		49	,	49		45			,		•	10700	5
Gate Maintenance Contract	49	ě	49	•	40	9	69		69	550	69	49	•	69	٠	69		49		+ 49	1		+ 49	5	550
Maintenance - Gatehouse	69	788	69	719	₩		69	674	69	240	3,1	1,974 \$	•	69	,	49		₩		- 6/2			- 69	4.395	95
Telephone/Internet - Gatehouse/Pool	69	1,357	69	1,406	49	1,574	₩	1,432	\$,423	\$ 1,	1,432 \$	1	69		₩	,	69	,	69		-	- 67	8,623	73
Transponders	69		49	Ť	69	5,287	₩.	,	€9	0.50	€A.	69	,	69		₩	•	49	,	69			- 69	5,287	87
Field Management Fees	49	2,390	49	2,390	69	2,390	69	2,390	\$	2,390	\$ 2.	2,390 \$,	69	•	69		69		69	1	,	4/2	14,342	42
Electric	↔	4,065	€9	4,093	69	4,044	49	4,334	\$	4,150	\$ 4,1	4,064 \$	•	49	1	69		₩9		₩			₩	24,750	20
Water & Sewer	49	,	69	631	69	934	69	862	49	984	48	\$ 268	•	49	٠	69		69		₩9	1		49	4,307	07
Gas	49	37	69	80	69	629	49		\$	1,305	\$ 2,	2,222 \$,	49	٠	49		49	,	₩			₩.	4,302	02
Trash Removal	€9	48	69	48	69	48	49	48	69	48	44	48 \$	1	49		69		69	,	₩		,	69	289	68
Maintenance - Lakes	69	2,600	69	3,090	49	2,540	49	3,090	\$ 2,	2,540	\$ 3,0	\$ 060'8	•	1/7	•	49	,	69	,	₩,	977		44	16,950	20
Maintenance - Landscape Contract	49	7,750	69	7,750	₩.	7,750	49	7,750	\$ 7,	7,750	\$ 7,	7,750 \$	٠	69	,	44		69		49	997	,	49	46,500	00
Maintenance - Additional Landscape	65	2,835	₩9	3,140	49	10,982	69		69	066	3,4	\$ 059	•	49	,	1/2		69	,	49	1	,	44	19,597	26
Maintenance - Pool	49	1,951	49	1,537	₩	3,295	69	1,056	\$ 1,	1,172	\$ 1,0	1,086 \$	٠	69	,	₩.	•	49	,	49	109		49	10,0	97
Maintenance - Irrigation	49	335	49	91	49	*	49	*	44	436	. 4	225 \$	•	49		₩		€9		49	·		**	1,087	87
Maintenance - Lighting	69	471	49	. 9.5	49	40	69	104	52	467	46	₩.	'	49		49		49		69	61	,	49	1,083	83
Maintenance - Monuments	69	1,032	69	22	49	•	69	,	\$ 1,	1,390	46	₩.	1	69	,	69		₩2		₩,		,	49	2,422	22
Maintenance - Fountain	49	•	69	1	69	175	69	,	69			175 \$		69	٠	45		65	,	69			69	m	20
Maintenance - Other Field (R&M General)	49	3,017	49	614	69	,	€9-		€4	\$ 069	**	₩.		₩	1	67		69	,	49	**	•	69	4,320	50
Maintenance - Recreation	₩		49	٠	69	•	69		49	10	46	49	٠	₩		₩9		69		69	**		69	,	
Holiday Landscape Lighting	₩		49	47	49	9,446	49	,	49	(8)	40	49	٠	₩		69	,	49		49	69		69	9,492	35
Operating Supplies	₩	213	₩.	:0:	69	,	49	1,084	49	97 \$	44	\$ 6	٠	₩		69		49		49	169		₩	1,403	03
Sidewalk/Curb Cleaning	€9:		49	*	49	,	69	1	49	,	₩ 44	\$ 008	•	₩		49		69		69	**		49	00	800
Miscellaneous	49	١.	₩	1 (1	49	60	44	<u>80</u>	49		-	449	•	49	•	49		69	,	€9	100	•	€9:	,	
Total Field Expenses:	44	42,880	49	42,917	44	63,021	4	40,085	\$ 36,	36,834 \$	44,810	\$ 018		40		*	*	**	*	~	*	*	42	270,548	2
Reserves																									1
Transfer Out - Capital Projects- Paving - Baytree	6/2		49	,	69		69	1	49	-		₩.		49		49		49		49	-	٠	•	,	
Transfer Out - Capital Projects - Paving - 10B Funds	69		€9	,	69	36	69		49	-		109	٠	69		69	,	- 49	,	169	+ 69		+9	•	
Transfer Out - Capital Projects - Reserves	₩		₩	•	69	30,266	49	1	69			69	•	69	,	₩		49		49	·		69	30,266	90
Transfer Out - Community Beautification Fund	49		69		49	ij.	\$	45,265	40	69		69	٠	49		49		69		49	65	•	₩2	45,265	55
Transfer Out - Rebalance First Quarter Operating	49		64		₩		49		44	177		t/2	•	49	,	69		₩	,	64	₩.	•	64	,	
Total Reserves	44	٠	45	(#) —)	₩9	30,266	**	45,265 \$		8		~	3763	*	-1	6/1		\$		46	*		\$	75,531	
Total Expenditures	*	78,583	5	56,576	5. 10	116,547	\$	96,345 \$	\$ 45,425	\$ 529	51,801	0.1 \$		40	7	*	E 1	**					~	445.27	1
: : : : : : : : : : : : : : : : : : : :															П		П							THE PARK	
Excess Revenues (Expenditures)	S	(69,247)	€	122,803	\$	\$ 463,090	9) \$	(62,495) \$		(34,335) \$	-	(25,700) \$	91	49	4	s	#	S	14		50.		∜:	\$ 394,117	7

Community Development District

Assessment Receipt Schedule - FY2021

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

Date		Gro	ss Assessments	D	iscounts/	Interest	N	et Amount
Received	Dist.		Received]	Penalties	Income		Received
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
3/9/21	ACH	\$	14,609.83	\$	169.63	\$ •	\$	14,440.20
Totals		\$	847,325.57	\$	33,067.89	\$ <u>-</u>	\$	814,257.68