

*Baytree Community
Development District*

Agenda

October 6, 2021

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

September 29, 2021

Board of Supervisors
Baytree Community
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, October 6, 2021 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Engineer's Report
3. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
4. Consent Agenda
 - A. Approval of Minutes of the August 4, 2021 Meeting
5. Agenda
 - A. Consideration of Annual Contracts
 - i. Landscape Maintenance Agreement
 - ii. Aquatic Maintenance Agreement
 - iii. Security Services Agreement
 - iv. Pool Maintenance Agreement
 - B. Discussion of Playground and Outdoor Gym Equipment
 - C. Consideration of Resolution 2022-01 Amending the Fiscal Year 2021 Budget
 - D. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2021
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. District Manager
 1. Field Manager's Report
 2. Discussion of December Meeting Date
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. The Report and related matters will be discussed under this item.

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

The fourth order of business is the Consent Agenda. Section A is the approval of the minutes of the August 4, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business is the Agenda. Section A is the consideration of the annual maintenance contracts. The landscape, aquatic maintenance, pool and security agreements are enclosed for your review. Section B is the discussion of the installation of a playground and outdoor gym equipment. The revised proposal is enclosed for your review. Section C is the consideration of Resolution 2022-01 amending the Fiscal Year 2021 budget. A copy of the Resolution and amended budget are enclosed for your review. Section D is the consideration of the agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2021. A copy of the agreement is enclosed for your review.

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

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
Peter Armans, District Engineer
Darrin Mossing, GMS

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, August 4, 2021 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

| | |
|------------------|------------------------------|
| Melvin Mills | Chairman |
| Jerry Darby | Vice Chairman |
| Richard Bosseler | Assistant Secretary |
| Richard Brown | Assistant Secretary |
| Carol Witcher | Assistant Secretary by phone |

Also present were:

| | |
|--------------------|----------------------------|
| Jason Showe | District Manager |
| Michael Pawelczyk | District Counsel |
| Peter Armans | District Engineer by phone |
| William Viasalyers | Field Manager |
| Residents | |

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 1:30 p.m. and called the roll. The Pledge of Allegiance was recited. Mr. Darby, Mr. Mills, Mr. Bosseler and Mr. Brown were present in person and Ms. Witcher was present via phone.

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Is our engineer on the line?

Mr. Showe: Peter is not on the phone. The only item we have is the new speed humps went in. We are having him review all of the signage to make sure that it is appropriate signage. So, the vendor hasn't been paid yet until we get a review from the engineer to make sure that the signage is in the right place.

Mr. Mills: Have you checked the height?

Mr. Showe: Yes.

Mr. Mills: They don't seem to be as high as the others.

Ms. Witcher joined the meeting via phone.

Mr. Showe: So, we will have him check that. If he doesn't join the meeting, let me know if you have any concerns and we will get them over to him.

Mr. Darby: Jason, one other thing. There was conversation about cutting the roots on Birchington Lane. What's happening with that?

Mr. Viasalyers: We are still working with Tropic-Care to come out to assess that, to make sure whether or not it is mature. We haven't received any feedback from them yet. I'm working on it though.

Mr. Darby: Okay.

Mr. Showe: Peter reached out to the county and the answer they got from the county is, *"We are not going to tell you what to do and we are not going to give you any advice. You need to find your own arborist."* So, that's why we are reaching out to Tropic-Care.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Mr. Showe: Security isn't here. Do you have any issues with security at this time?

Mr. Mills: Not that I know of.

Mr. Darby: Just a couple of follow-ups from the last meeting. One was the discussion about a sound system of some sort and body cams to record. Have we done anything on that?

Mr. Showe: I think Mike looked into the statutes related to the audio recording. So, Mike can talk a little bit about it.

Mr. Pawelczyk: Yeah. The law isn't especially clear on this, but we spent a little bit of time researching it. There is a Statute in Florida that prohibits any recording of oral communication unless all parties give consent, but that Statute is primarily here for when you have an expectation of privacy, for instance, in your home. You can't intercept someone's phone call and you can't record somebody in their home without a warrant. So, what we've done is if you're going to move forward with something like this, we recommend that you have appropriate signage there and then the guard be instructed if someone starts acting in a manner that is not appropriate they can say, *"Just so you know, you are being recorded. A sign is*

posted.” We can do that if it is the Board’s direction. Once this is installed we can develop appropriate language.

Mr. Darby: Given some of the incidents we have, I think it would be appropriate.

Mr. Pawelczyk: The other thing is just like we maintain our video for 30 days, we also have to make sure we maintain that audio as well for at least 30 days in record retention. It shouldn't be a problem because an audio doesn't take up much space when you record it as compared to video.

Mr. Mills: If we could, I'm going to ask the Board to refrain until we get to our request in bringing up any old business. Let's just move through this.

Mr. Darby: Okay?

Mr. Mills: Security is not here. Is there anything that you want to add, Rick, regarding the BCA?

Mr. Brown: Somebody plowed through the visitor gate and it's got to be put back.

Mr. Viasalyers: I will get to that today.

Mr. Mills: Okay, because in the meantime two guests sped right through the visitor gate.

Mr. Viasalyers: I will put it back on today.

Resident (Art Breitner, Kingswood): Did they break it?

Mr. Brown: It's just knocked off. They drove right through it.

Resident (Art Breitner, Kingswood): They just went right through?

Mr. Brown: They wouldn't wait for the gate to go up.

Ms. Witcher: The front gate?

Resident (Art Breitner, Kingswood): These people are crazy.

Mr. Mills: On the guest side.

Mr. Brown: That's why we want to put audio and visual at the guest gate.

Resident (Art Breitner, Kingswood): Put spikes on the ground so they get flats.

Mr. Mills: I'm with you, Artie.

Mr. Showe: I don't think that our insurance company is going to like that.

Mr. Mills: Jason, when we have a tag number, can't you call and get the address from their tag number?

Mr. Showe: The Sheriff will not share that information.

Mr. Mills: He will not.

Mr. Showe: No. In those cases, we typically go to our transponder system just to see if they've been put in the system. We track them down that way. That's been successful in a couple of cases but not always.

Resident (Sandy Schoonmaker, Berwick Way): Are the back gates new or just repainted?

Mr. Mills: Just repainted.

Resident (Sandy Schoonmaker, Berwick Way): I am having a hard time getting in. One time, thank goodness, Matt was watching on the monitor and he let me in.

Mr. Showe: He can't open that gate. So, he would've been able to let you in.

Mr. Mills: He has no control over that gate at all.

Mr. Brown: I am going to follow up with Will. When a visitor comes in they show us their license. Do we take a picture of their license?

Mr. Viasalyers: They scan it into the system with a bar code scanner.

Mr. Brown: Will that bar code give us a name and address?

Mr. Viasalyers: That would be a question for security. I don't know exactly, but I can find out.

Mr. Brown: That might be a way to identify them. In one of these incidents the guy gave us his license and he was somewhat intoxicated, then started beligerentlky attacking Matt and drove straight through. That's why I sent you, Jason. I think if we're taking the barcode, I wonder if that bar code information gives us the guy's name and address.

Mr. Showe: I think they just have a scanner. I think they are supposed to put it on the scanner and scan their driver's license.

Mr. Pawelczyk: It is my understanding there's certain information on that strip that is protected with confidentiality under the Confidentiality Statute, so if we collect it by accident, we need to make sure it's not released.

Mr. Showe: Yeah.

Mr. Pawelczyk: Because there's a penalty associated in releasing that.

Resident (Sandy Schoonmaker, Berwick Way): Excuse me. Last week, when I went to the Great Outdoors, I gave them my driver's license and I was presented with a that had my picture, name and address. I put the card in my window and it said it was good for the areas of the Great Outdoors that I could go to and what the date was. It seemed to me like it was a very sophisticated system that I'm kind of surprised we don't have.

Mr. Mills: We do have that, if you're going to be a visitor in Baytree for more than a week, or even a week.

Resident (Sandy Schoonmaker, Berwick Way): This was just for going in for nine holes of golf. You guys are saying that you want to know who this people are. Well obviously, if he's printing it out and giving it to me to put on the card in my window, he's got a copy. I know he's got a copy in his computer because I've been there before and he asked me if I come very often and I said no. Anyway, it just seems like there's other systems out there that would resolve some of your issues because my address was on there.

Mr. Mills: We give passes to people who are going to be coming in and out.

Resident (Sandy Schoonmaker, Berwick Way): Does the pass have their name, picture and address?

Mr. Showe: I don't know whether that information goes on the pass that they hand out, but it should be in the computer system based on whatever information they got when they first came in. We will check with security to see what information they have.

Resident (Sandy Schoonmaker, Berwick Way): So then they do have the name and address.

Mr. Showe: I'll confirm with the security if that's something that's available, but it should be.

Mr. Brown: If not, lets find out.

B. BCA

Mr. Mills: Does anyone want to give the BCA Report?

C. Isles of Baytree

Mr. Mills: Joanne isn't here.

Mr. Brown: I was on call. They are moving some of their money from their operating account to a money market account. They are still interested in working with us on potentially providing some funds for recreation. I know they are going to be redoing their social budget to try to put more money in the social budget, so we can have more events like the food trucks.

Resident (Sandy Schoonmaker, Berwick Way): If any of you want to write articles for the newsletter they're kind of anxious to get some new fresh ideas. We would give one to Ms. Stephanie Knudson.

Mr. Mills: Carolyn, from the Board, you are the next one to create an article for the newsletter. Everyone of us has already done so. So get your thoughts together when it comes to your duties and responsibilities and get that letter to Stephanie.

Resident (Sandy Schoonmaker, Berwick Way): Her address is on the Baytree website.

- **Engineer's Report** (*Item 2*)

Mr. Showe: Peter is on the line if you want him to give a quick update. Peter, we talked briefly about having you come out and inspect the repair that was done on Balmoral, the speed bumps and the sign and speed hump heights just to make sure they were done in accordance with the contract and the specs. I didn't know if you had anything else.

Mr. Armans: We are planning on doing it this Friday. I don't recall whether you closed the loop on the Arborist. I know you were going to check with your landscaping company.

Mr. Viasalyers: Yes, we already addressed that early on. We are working with Tropic-Care to have an Arborist come out to look at those roots and assess the tree.

Mr. Armans: Okay. I will do an inspection this Friday and then I'll let you know.

Mr. Brown: I have the name of an Arborist.

Mr. Showe: Perfect. Is there anything else for Peter?

Mr. Darby: Jason. I just want to make an observation. I don't know whether this falls under William's responsibility or the Engineer's responsibility, but when we do construction maintenance kind of the project of significance, I think we need to have a representative. Not a supervisor, but a representative to supervise that activity and make sure it's done according to plan. We had a situation where the humps were in Kingswood and discussion as to whether or not they are too short. When Atkins was our engineer, it was very simple. They would just drive down the block and they were here, but with this firm, it's a little more complicated. I know they have a very difficult schedule, but we just have to make sure somebody's here to supervise this activity. Since we're going to add several more of this activities, particularly in rec area as we go forward, it's all the more important that we have somebody responsible supervising.

Mr. Showe: Yeah. We can certainly coordinate a little better going forward. I know in this case he actually said he was coming out a day later then he came out. I was actually going to

be onsite that day while he was here doing the work, but they went a day early. So, it kind of threw the schedule off a little bit, but between William and I and the engineer, we can coordinate a little better.

Mr. Darby: You understand my point?

Mr. Showe: Absolutely. I think that's it, Peter.

Mr. Mills: Thanks, Peter.

Mr. Armans: Thank you so much.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the June 9, 2021 Meeting

Mr. Mills: Next is the approval the minutes for June 9th. We need a motion to approve the minutes.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Minutes of the June 9, 2021 Meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Agenda

A. Public Hearing

Mr. Mills: Jason, would you like to give the presentation?

Mr. Showe: Sure. I can go over the procedural process. The first item we have is if the Board is amenable, we would like to have a motion to open the public hearing on the budget.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the public hearing on the Budget for Fiscal Year 2022 was opened.

i. Consideration of Resolution 2021-06 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations

Mr. Showe: Our next item is consideration of Resolution 2021-06 which is adopting the Fiscal Year 2022 budget and also the appropriations in that budget. The resolution is in your agenda package and the main content, which is the budget attached behind that. It's the Proposed Budget for Fiscal Year 2022. We took into account the Board's direction on that going forward.

So, we'll go through just a quick presentation for both the audience and the Board. For those who aren't super familiar with Baytree CDD, these are some items that we take care of: landscaping, roads, lakes, recreation areas, wetlands and conservation, gate security, as well as the administration. We have a website set up at BaytreeCDD.com. On there you can follow our past audits, agendas, minutes. Everything related to the CDD is available on that website. We will make sure this presentation gets posted there as well, if you want to share that with any residents. We also want to go through some of the accomplishments that the District has gone through over the last year. We've done lake bank restoration with budget around \$30,000 a year to do that work, which covers about 750 linear feet. We've done some beautification projects such as the re-design of the front entrance. The redesign of the back entrance is planned for next fiscal year. We've done sidewalk repair. They added a gate access system for both the tennis court and the pool which has been upgraded. We replaced the front fountain in the golf course lake at the front. We increased the number of aerobic classes for water aerobics. We repaired drainage issues in the rec area. That was just done. We've had a lot of ongoing efforts to assist in traffic safety. We've upgraded and repaired the Phase 1 monuments, installed additional benches, improved the holiday lighting with some additional improvements slated for next fiscal year. We made some updates to the guardhouse. We also improved security by adding some additional cameras and microphones at the pool and the back gate. We added some bike racks at the pool. We upgraded some of the internet services to reduce some of the costs and the BCA reduced the cost to rent out the pavilion for residents to hold their own events. So, the proposed assessment, which is what you will see on your non-ad valorem section of your Tax Bill, it does show an increase in the proposed budget of a \$115.33. That equates to about 6% up to around \$2,000. This shows you the expenses by category within the budget. Obviously we've got administrative at around \$160,000. The operations and maintenance (O&M) of a District, which are our current bills and the things we pay on a day-to-day ongoing basis, is approximately \$540,000. Then they have got reserves of \$252,000. We kind of show you the difference between the current year and next fiscal year. You will see that the admin is little higher now. We are pretty conservative with our admin costs. We don't expect to spend that much, but in order to make sure we are sufficiently funded, we budget higher. It is similar with the maintenance, but you'll see those are slight increases over current. The big increase is in reserves and how much money the Board is putting into reserves for next year. That represents about a

23% increase over current year. These are the categories that we have in the capital reserves. We have roadway paving of \$100,000. That is split up proportionally between the Isles of Baytree and the Baytree CDD based on an old agreement. We've got some general reserves of approximately \$80,000. There's community beautification and we are also re-balancing our operating reserve to make sure we're sufficiently funded for ongoing bills. We also want to provide a historical perspective on the O&M assessments. You can see from 2014 to 2018 the assessment was \$1,537 per home. There was a 23% increase in 2019 up to \$1,884. This increase approximately 6% up to \$2,000. If you annualized that out from 2014 to now, it equates to about a 3.3% increase annually. This is some of the reason for the increase. We've had increases in recreational opportunities. We will talk about it later today, but the Board is looking for some additional playground and recreation equipment. There is some refurbishment of the pool area. There are some slight contract cost increases in your operating and that's due to minimal wage going into effect. All of these things kind of flow down to all of our contracts. We are expanding holiday lighting and we're also continuing to fully fund road re-paving. About six years ago, we were only funding \$60,000 but because of the cost increases in all those materials and the supplies needed to do the road re-paving, the past engineer recommended that we go up to \$100,000 per year. So, in order to kind of keep that level of funding and make sure that we can maintain the roads, which is the biggest asset the District has, we've gone ahead and funded that fully at \$100,000. That's my presentation. We could turn it back to the Board if the Board has any questions. Otherwise, we can open it up for public comment.

Mr. Mills: Are there any comments from the Board?

Mr. Showe: For those in the audience, the way we do our budgets at GMS, we try to be as transparent as possible with our budget. Starting on Page 3 and all the way through Page 9, in your General Fund, you'll see that we try to detail out every account line. Where there are contracts, we try to provide you with back up so you know where we get those numbers from. Then there's also the Payment Management Fund, the Community Beautification Fund as well as the capital reserves. We also have the Isles of Baytree Cost Sharing Agreement, which is in the agenda package as well. So that's just the background.

Mr. Darby: Jason, the golf course contributes 2.25% of the overall budget.

Mr. Showe: That is correct.

Mr. Darby: So they are involved as well.

Mr. Showe: Correct. Are there any other questions from the Board before we open up for public comment?

Mr. Mills: You may want to basically go over again that the reserves are actually capital reserves.

Mr. Showe: Correct.

Mr. Mills: They are not reserves as surplus money sitting in an account if something were to happen.

Mr. Showe: Correct.

Mr. Mills: So, it is actually capital reserves, like for doing the streets.

Mr. Showe: Right. As part of what we do with the capital reserves, we try to look at a 3 or 4 year time frame and we try to cashflow it out to make sure the next couple of years worth of items are fully funded using that. You can see that in the budget. So, with that we can open it up for members of the audience who would like to make any comments. We ask that you please state your name and address for the record. Please keep your comments to three minutes. We'll also note that this is a public comment period. It's not necessarily a question and answer session. When we're done with all the audience comments, if the Board would like me to answer any questions that were raised or they'd like to answer any questions, we'll take those all at once just to make sure we can get through everybody's comments. With that we will open it up. It's first come, first serve.

Resident (Rudy Salvaggio, Chatham Court): I got here a little late and I apologize. I hope that I didn't interrupt anything. I have a question about the budget and you might have mentioned it. Did we schedule any funds for the restoration of the bank along the lake behind our home?

Mr. Showe: So, the Board allocates \$30,000 for lake restoration every single year and the Engineer actually will assign a priority basis for how that \$30,000 is spent. I don't believe that your address is on the current schedule for this year, but we'll note it so when the Engineer reviews it for next year, we'll make sure that he evaluates that one in terms of priority.

Resident (Rudy Salvaggio, Chatham Court): You don't need an engineer to figure out that the bank is falling into the lake. You've got common sense. I think the Board needs to be more aggressive about addressing this problem.

Mr. Mills: Okay. Anybody else?

Resident (Lou Cardinale, Royston Lane): Is any more work going to be done on the monuments?

Mr. Mills: Yes.

Resident (Lou Cardinale, Royston Lane): I hope so.

Mr. Mills: The medallions will get put back up like they used to be with a golfer on it. We're waiting for the sign company to put a dark background behind the letters, which will frame it out. There will be an inch on each side wider, top and bottom, like the one at Hamlet, except it will be a little bit larger.

Resident (Lou Cardinale, Royston Lane): I got a lot of complaints that nobody can read them.

Mr. Mills: Tell them to look at Hamlet's. Hamlet is what it is going to look like.

Resident (Lou Cardinale, Royston Lane): Thank you.

Mr. Mills: Anybody else?

Resident (Not Identified): I have a question. In an email that I received, it said for Phase 1, there are so many houses and then there's Phase 2, which has even more houses. Why isn't this cost of \$2,000 split proportionally? Phase 2 has larger homes than in Phase 1.

Mr. Showe: I can address that. The Board has determined that the benefit that each home receives is equal from the CDD. So, the size of your home it doesn't matter. You're getting the same benefit from stormwater and the same access to recreation and the same security services. Every home is getting the same benefit from the CDD.

Resident (Not Identified): Have we had our storm drains cleaned out yet?

Mr. Mills: They are always cleaned out prior to hurricane season. You may not see them, but GMS has a crew that comes in and cleans them. Next?

Resident (Stu Waldron, Southpointe Ct): I have been in support of the budget. I have been here for the past couple of meetings and saw the Board pull it together. It's a good plan.

Mr. Mills: Thank you. Anybody else?

Resident (Jan Hill, Balmoral Way): I'm happy to see that you're increasing our reserves proportionately. That's what happened before. We went so long without getting an increase and then got hit with all of it at once. So, I think this is very responsible.

Mr. Mills: If I may, for those of you who weren't here, the Board has had a lot of discussion whether this would be the appropriate time to raise fees or not due to the increases

that we see worldwide. I just read recently that a lot of restaurants are taking lobsters off of their menu. They are taking scallops off of their menu because they blown 116%. They are not passing that on. They are just not going to have it on their menu. So, we were cognizant of that and the Board felt very strongly under the direction of our Board Member, Mr. Brown, that we have to do it sooner or later. We polled some people in the audience like Artie and Sandy and they agreed that we should do that. I was the last to bow down and say, "*Fine, let's go ahead.*" So, I thank you for those positive comments. That's good to hear.

Mr. Showe: By the way, I know that we've discussed this particular assessment increase for the last several years. When we look at our budget projections and the things that you guys want to do in terms of capital, it has been a recommendation I think for myself. That's something sooner or later is going to happen.

Mr. Darby: I would just like to add Jason, that the original budget that was put together had a \$156 increase.

Mr. Showe: Correct.

Mr. Darby: We worked towards getting to \$115. We looked at a budget with no increase and that would've cut \$40,000 out of the Pavement Fund and we just didn't feel that was prudent. So, for \$115 a year, we thought that we can maintain the level of quality within this community, and yet not put everybody in the poor house.

Resident (Bernard Bryan, Chatsworth Drive): I want to commend this Board for the actual curb appeal and movement that I have seen over the last few years. When you drive into the entryway everything looks really nice and fresh. So, I think you guys are doing a very good job. My question is are you expecting any increase next year?

Mr. Mills: I think that's hard to determine right now. We're going to have to look at whether our costs and expenses are going to go up next year as a result of increased wages. All of those things will impact our vendors that we use, so we're going to have to be very cautious. Believe me, this Board is very conservative in their approach to making things as tight as we can make it, but yet make it presentable. So, I encourage you to come next year when we're doing the budget and give us your comments. I Appreciate that.

Resident (Joan Rotonda, Baytree Drive): I was wondering the money that's put into reserves, is it getting any interest? Is it in some kind of a fund that makes better interest?

Mr. Showe: We typically use the SBA, which is what most governments use in terms of investment. It's better than what you get in your checking account. It's 2% or 3% versus a tenth of a percent. We have to use it and we need to put it in a place that's insured and is liquid for us to get out if something happens and we need to get our hands on it. That's typically what our District use and that's what most city and counties use throughout the state.

Mr. Mills: I also see some new faces. We also have a line of credit for \$100,000 at a bank, should we ever need it, in case of an emergency. So far we've been fortunate to not have to use it, so that's good.

Resident (Not Identified): I don't know if I am calculating it correctly, but we are going up \$2,000, which divided by 12 months is \$166 a month. Where else do you find a Homeowners Association (HOA) that collects that little amount of money?

Mr. Mills: You don't know how refreshing it is for the rest of the Board to hear positive comments. Because we usually get the opposite, so thank you, thank you, thank you. I've been on this Board for 12 years and this is the first time ever that I've heard compliments come from the community.

Resident (Not Identified): These are all fine people.

Mr. Showe: I'll note for the Board, before we close of the comments, we did not receive any opposition emails, phone calls or letters back from the memos that were sent out. We did get two comments back about people who received the letter, who no longer live here, but that's really due to a delay in us getting the information from the Property Appraiser. Other than that, there were no negative comments. Had we received any they would have been passed on at the Board meeting.

Mr. Mills: I don't know if any of you remember, but when there was a \$100 increase several years ago, that \$100 was strictly dedicated to landscaping and beautification of Baytree. That's all assigned to that. So, that increase will not affect that as it stands. So, that's good.

Mr. Showe: Are there any other public comments?

Resident (Not Identified): I sent an email to Wayne and Jason, but I didn't get a response. Last month, our neighbors in Crystal Lake hired trappers to pull alligators out of the lake. Do you recall that email?

Mr. Showe: Yeah. I think I talked to you on the phone.

Resident (Not Identified): You did talk to me.

Mr. Showe: That same day.

Mr. Viasalyers: They removed them.

Resident (Not Identified): Yes, that is true. The issue is you're trying to hunt an alligator that by definition is not a nuisance alligator by the State of Florida. It has to be according to Florida Law. Yes that was an incident. I reported it. That's not to say next month or three months from now, they're not going to try again. What action are we taking as a community to ask these people to stop trespassing in our lake and improve the wildlife that a lot of my neighbors and myself enjoy seeing?

Mr. Mills: Let me bring you up to speed on what's going on with that. The Board, blessed me to have a meeting with the manager of Suntree, the Master Homeowners Association. Several months ago, we had a Zoom meeting with myself and all of the residents on that side.

Mr. Showe: I was there too.

Mr. Mills: That's right. We had a resident that called the Sheriff and had the police arrest a resident across the lake. So, it's the Hatfields and McCoy's and we've got to stop it.

Resident (Not Identified): Yes.

Mr. Mills: We had a meeting with them and came to a mutual agreement. We originally were going to screen that whole bank. We decided just to let it lay now. Everybody seems pretty quiet and pretty happy. They were told about the alligator. That will never happen again.

Resident (Not Identified): Okay. The second time or the first time?

Mr. Mills: The first time.

Resident (Not Identified): Okay. Well it happened again.

Mr. Mills: I know, but we're trying to get things stable. We don't want this bitter fighting back and forth.

Resident (Not Identified): Okay. So, obviously, they did not hear the message.

Mr. Mills: I heard the message. I'll talk to Todd.

Resident (Not Identified): They are trying to trap an alligator that's less than two-foot-long.

Mr. Mills: Okay. No problem. Thank you.

Mr. Showe: Are there any other public comments? Hearing none, we can turn it back to the Board for comments or take a motion of Resolution 2021-06 as presented.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor Resolution 2021-06 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations was adopted.

Mr. Mills: Again, thank you audience.

ii. Consideration of Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: This is second part of your budget adoption process, which is Resolution 2021-07. This is the instrument that actually levies the assessments on the Tax Bill. We've got a roll here. It's basically just an Excel spreadsheet. I could provide it for inspection for anyone, but it's essentially just an Excel spreadsheet with everybody's parcel ID and the \$2,000 that was just approved as part of the Proposed Budget, which gets transmitted to the Tax Collector. That's the instrument that levies the assessment you see on your Tax Bill. We can again, take public comments on this, but it's strictly on this resolution imposing those special assessments.

Mr. Darby: Jason, just a matter of clarification. Exhibit A that's referred to in this resolution, is it that spreadsheet?

Mr. Showe: Exhibit A is actually the Adopted Budget. We'll finalize the budget that is proposed. It'll say adopted. That's Exhibit A. Exhibit B is the Assessment Roll.

Mr. Darby: Okay.

Mr. Showe: If there are no further public comments, we'll bring it back to the Board for consideration of Resolution 2021-07.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

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

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

B. Review and Acceptance of Fiscal Year 2020 Audit Report

Mr. Showe: We will note that in order for compliance for the State of Florida, we've already transmitted this to them. I think it was due on June 30th, but this is the first chance we've had to present it to the Board. On Page 29 is the Report to Management. I will note that there are no prior year audit findings. You have not met a financial condition emergency and all the items that they are required to look at is part of the Florida Statutes. It's a clean audit. Mike, do you have any comments about the audit?

Mr. Pawelczyk: No, I don't have any. It's a clean audit.

Mr. Showe: Okay. So, it should be our recommendation that the Board make a motion to accept the audit unless you have any questions or comments that we can clarify.

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| On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the Fiscal Year 2020 Audit Report was accepted. |
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Mr. Mills: Thanks Jason.

C. Approval of Fiscal Year 2022 Meeting Schedule

Mr. Showe: We've presented that to you in your agenda. It's the same schedule we used for this year. You've got the first Wednesday of every other month plus December, which we moved to six o'clock at the Isles of Baytree as we typically do. We've made your budget hearing in August at 12:00 p.m. as we've done in the past. Then we've got four workshops throughout the year at 10:00 a.m. Obviously, we can take any changes at this time or however the Board would you like to proceed on this.

Mr. Darby: Jason, I thought we had a discussion shortly after last December's meeting saying with relatively marginal benefits, it's a very poor turnout and perhaps you want to forego the 6:00 p.m. meeting in favor of the regular scheduled time.

Mr. Showe: We certainly could do that. That's really up to the Board and I think this will be the time to make that recommendation if the Board's amenable.

Mr. Mills: Let me ask the audience. What are your thoughts on having a yearly meeting, which we had in December anyway to wind up what we've done over the year? Basically, having at night or just a regular day meeting.

Resident (Not Identified): I'm in favor of that.

Mr. Mills: What, a night meeting?

Resident (Not Identified): Yeah.

Mr. Mills: Anybody else?

Resident (Sandy Schoonmaker, Kingswood): I've attended every one and nobody comes except the same people.

Mr. Mills: I know.

Resident (Sandy Schoonmaker, Kingswood): It costs us money to do that. It's not like it's a free benefit to us. From my standpoint, with the Kingswood people who live the closest, it's easy for us to get there. It just seems like nobody comes.

Mr. Mills: Are there any other comments?

Resident (Not Identified): Normally, what date do you have? If it is close to the holidays, that is possibly why people don't show up. A lot of activity goes on in December.

Mr. Mills: That is what is on our schedule. It is December 1.

Mr. Showe: It is always the first Wednesday. So, it's always been December 1st, December 4th, December 5th. I think we've had three of them now and to Sandy's this point, I think there's been basically the same residents.

Mr. Mills: Yes.

Resident (Sandy Schoonmaker, Kingswood): The people who come to this meeting are the same. There aren't new people.

Resident (Not Identified): My wife and I meet a lot of new residents with the BCA. There's a fair amount of interest for new people that moved in to attend these meetings, but the time is very inconvenient. They are working. It should be easier for working families to attend.

Mr. Bosseler: I agree. We had a turnover in Kingswood with people buying and selling homes so there's a lot of new residents.

Mr. Mills: Why don't we just give it one more shot and see how it goes?

Mr. Darby: I think we should give it a shot, but if we don't get a good turnout this time because it's a little difficult for some people to make it in the evening, then we should seriously consider what we do in the future.

Resident (Not Identified): You start at what time?

Mr. Mills: 6:00 p.m.

Resident (Not Identified): For a working person that might be too early.

Mr. Mills: 7:00 p.m.?

Resident (Not Identified): Yeah, I would say at 7:00 p.m. I may be wrong. I'm not a working person, but I have other activities in the evening with working people and 6:00 p.m. is really rushing it if you don't get out of work until 5:00 p.m. So that might be a consideration.

Mr. Mills: Will 7:00 p.m. be a good number for you?

Resident (Not Identified): It would. You have to think about people coming home and eating dinner.

Mr. Mills: What are the Board's wishes? 7:00 p.m.?

Mr. Darby: I would ask the support people. Is that going to be okay for you?

Mr. Showe: I'm here for the Board.

Mr. Pawelczyk: It's up to you.

Mr. Darby: Okay. 7:00 p.m.

Resident (Not Identified): This is not a new problem. When we moved here, my husband was on a trip out of the area. He flew home for a 1:00 p.m. meeting that was empty and never came back again.

Mr. Mills: I hear you. Alright. Let's make it at 7:00 p.m. and we will determine after this one where we go from there. Is that okay with the Board?

Mr. Darby: Yeah.

Mr. Mills: Alright. Do the workshop dates look okay to the Board?

Mr. Darby: Yes.

Mr. Bosseler: Yes.

Mr. Showe: We need a motion to approve that meeting scheduled as amended.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Fiscal Year 2022 meeting schedule as amended was approved.

D. Discussion of Tennis Instructor License

Mr. Mills: Jason you want to address this?

Mr. Showe: Yes. I received an email from Ms. Demsy who is a tennis coach. She has requested that if the Board would be interested she would be willing to do some tennis lessons at the tennis courts as well as some clinic classes. I know in the past there's some challenges with

tennis coaches especially in terms of if you have an agreement with water aerobics they can bring folks from the outside in. So, the Board needs to be aware of that. Again, I know there were some challenges in the past. We got a lot of complains at least from our end from the last tennis coach that was here, not really abiding by the timeframes. So, we didn't know what the Board wanted to do so we brought it here.

Mr. Mills: Richard? Do you want to comment since that's your area?

Mr. Bosseler: Jason, you reached out to the gentleman and sent him a sample package. Did he respond?

Mr. Showe: She said she'll be willing to do 10%. That's not a problem. She gave me some dates that she might want to do, but we have to bring the agreement back at your next meeting anyway. I wanted to see if the Board was even interested.

Mr. Brown: Is she going to do this for Baytree residents or anybody?

Mr. Showe: Typically you haven't really restricted it to just residents.

Mr. Brown: Remember when we set up the water aerobics? It was specifically for Baytree residents because it was brought up by Baytree residents, even though some of those residents invited their friends who lived outside of Baytree. But it never got to be an issue with somebody wanting to use the pool and ladies water aerobics was controlling the pool. I know we've had in the past history with a tennis instructor utilizing our courts and providing lessons for people who didn't live in Baytree. So, I'm not totally in favor of doing this.

Mr. Showe: What she requested was Monday, Tuesday and Wednesday from 5:30 p.m. to 8:00 p.m. each day.

Mr. Mills: That's in the evening.

Mr. Showe: You have really active players that play tennis. We did reach out to one of those and he said he doesn't play here anymore.

Mr. Mills: Carolyn, do you have a comment?

Ms. Witcher: I don't agree about having a tennis person giving lessons. It didn't work the last time and it's not going to work this time. We have a pretty good active tennis players and were talking about pickleball courts. You're going to tie the courts up for three or four days a week after work.

Mr. Bosseler: Carolyn, I don't see a lot of play especially in the summer, but maybe in the fall and winter in the evenings. Seeing this is my area of responsibility, my area of expertise

so to speak, I would be willing to give it a try because I have grandkids that would like to take tennis lessons and this would facilitate that perfectly. So, I'm for it.

Mr. Showe: I'll also note that in your policies, if you're a resident you can bring a guest to the tennis court. There's no issue with that, so if your guest is a tennis instructor, nothing precludes her from teaching lessons if she's there as a guest. That becomes a kind of private transaction between you and your guest versus somebody who is actively using your facility on a continual basis. I just want to throw that out there.

Mr. Darby: I kind of feel that in our effort trying to expand the use of the recreational area that the more amenities we can offer to residents, the better. I know that's a dicey bringing in outsiders, but we can also put a contract together that is probational for three months or six months, evaluate after that period of time and then think about what we need to do on a full-time basis.

Mr. Mills: Maybe do a six month contract.

Resident (Sandy Schoonmaker, Berwick Way): We are getting younger people in here. When Richard mentioned his grandkids the lightbulb went off in my head, I have some young kids and it is a possibility that that would be a way that we could get our kids together doing stuff too. I think we always think adults when we talk about activities here in Baytree, but we have to realize there are kids too.

Mr. Mills: Taking it a little bit further, Sandy, maybe we could have summer classes during the day for the kids.

Resident (Sandy Schoonmaker, Berwick Way): Well that would be something to think about for next summer.

Mr. Mills: That could go in the newsletter.

Resident (Sandy Schoonmaker, Berwick Way): Yeah. Personally, I would advocate for maybe not three days, maybe just have her here for two days rather than three. She wanted Monday, Tuesday and Wednesday. Is that what she said?

Mr. Mills: Yes.

Resident (Sandy Schoonmaker, Berwick Way): Maybe that's a little excessive.

Mr. Mills: I know there's a team that plays on Monday night here on our tennis court. That I do know.

Resident (Sandy Schoonmaker, Berwick Way): Maybe the thing to do is to reach out to the people that play tennis before you go any further and find out what their thoughts are about the timeframe that she could use, times and days and then go from there with negotiating with her.

Mr. Darby: Jason, I think she's only talking about to use of one court. Right?

Mr. Showe: We wouldn't allow her to use both courts.

Mr. Darby: Okay so somebody could still play tennis.

Mr. Mills: It would be limited to one, to one court.

Mr. Mills: I like what Jerry proposed that we do it for a period of time and see what happens.

Mr. Showe: There are several ways the Board can proceed if that's where you'd like to go. You can direct staff to go ahead and draft the agreement now, execute it and start it as soon as you'd like or we can draft an agreement and bring it back to you at the next meeting. Obviously if we do that, that's October the earliest. So, it's really up to the Board's pleasure. If you want to give us parameters to make an agreement with I think the District Council and I can work up an agreement.

Mr. Pawelczyk: I think the only thing I would want to know is what the term would be?

Mr. Showe: Correct.

Mr. Pawelczyk: Well obviously you can cancel at any time. Do you want to have it as a six month agreement? We would use the same form of agreement we've used for water aerobics.

Mr. Showe: Which days and which times would go into the agreement.

Mr. Darby: And just put a restriction stating the use of one court only.

Mr. Showe: Yeah.

Mr. Mills: I say six months. That would give them time to know whether it is going to work or not.

Mr. Pawelczyk: Six months renewable by mutual consent of the parties.

Ms. Witcher: Would this be for residents only?

Mr. Pawelczyk: We can't do that.

Mr. Mills: No we can't do that because it's actually public.

Mr. Pawelczyk: One of the things that we concluded in these types of agreements is they are suppose to report who are residents and who are not.

Mr. Mills: Right.

Mr. Pawelczyk: So that way when you get the report back, you can see they're not Baytree residents utilizing this service. Then you can terminate the agreement.

Mr. Mills: That's a good point.

Mr. Bosseler: Should we eliminate Monday because there's a group that plays on Monday?

Mr. Mills: They only use one court.

Resident (Not Identified): Only a comment from experience with my own granddaughter, when doing summertime, it should be done perhaps in the morning because the afternoon is hot.

Mr. Mills: Yeah.

Resident (Not Identified): Just from a safety aspect.

Mr. Mills: Okay. Are we all on board with that?

Mr. Showe: I think we would need a motion from the Board.

Mr. Mills: You're going to do a contract and bring it back to us at the next meeting?

Mr. Showe: We could do that, but lessons wouldn't start until after that contract would be approved by the Board or you can give some authority to the chair to execute the contract once staff has put it together in accordance with your rules. It's really up to the Board.

Mr. Darby: That's what I would suggest.

Mr. Showe: Okay.

Mr. Mills: You okay with that Rick?

Mr. Brown: If Richard's okay with it I guess I am fine. I'm hesitant, but I'll go with it.

Mr. Bosseler: I think it's worth a try.

Mr. Mills: Okay.

Mr. Showe: So let me draft the motion here and see if I've got what you guys want in that parameter. I think what we'd like is a motion to approve an agreement as drafted by staff for not to exceed a term of six months, renewable upon consent of both parties for Monday, Tuesday and Wednesday from 5:30 p.m. to 8:00 p.m. on only one court and delegate authority to the Chair to execute that contract as soon as it's executed by the vendor and after District Counsel has drafted it.

On MOTION by Mr. Bosseler seconded by Mr. Darby with all in favor the Tennis Instructor License Agreement as drafted by staff for Monday, Tuesday and Wednesday from 5:30 p.m. to 8:00 p.m. on one court for a term not-to-exceed six months renewable upon the consent of both parties and delegating authority to the Chairman to execute that contract upon execution by the vendor was approved.

Resident (Not Identified): Do they have insurance?

Mr. Showe: As part of the contract, she will need to have full coverage. The water aerobics instructor provides insurance liability as well.

Resident (Art Breitner, Kingswood): If we are going to have somebody use that one court from 5:30 p.m. to 8:00 p.m., I think some sort of notice should be put on the tennis court so if somebody comes in that's a Baytree resident and doesn't realize that it's reserved, it's perfectly clear.

Mr. Mills: Good point.

Mr. Showe: We typically do that. We do that for water aerobics as well with a sign that says, *"This facility is utilized by these folks at these times."*

Mr. Mills: Perfect.

Resident (Sandy Schoonmaker, Berwick Way): Jason or Richard, once this gets finalized, somebody needs to share it with the BCA so it's in their newsletter.

Mr. Mills: Right.

Resident (Sandy Schoonmaker, Berwick Way): Because people want to know about that, so they can start to think about it. I won't give any details, just that you are considering it. Even better, get it out to the DMs.

Mr. Bosseler: If the tennis coach works out and we know water aerobics works, maybe those two people could write an article for our newsletter.

Resident (Sandy Schoonmaker, Berwick Way): Yes. I'm not the editor, but I don't think she's going to give you a hard time about that.

Mr. Mills: I think Stephanie would definitely put it in the newsletter.

Resident (Sandy Schoonmaker, Berwick Way): I think so. She wants new information. Not the same thing over and over again.

Mr. Mills: Yes.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Showe: I think we can quickly go through these. The lake bank repair is expected to start in November. The scope of that work was approved by the Board. Richard, do you want to go over the recreation improvements?

Mr. Bosseler: Let's do that. You have all been given a copy of the total. It's a total of all the equipment that we are suggesting that we do including installations. The same price when we started working with ARC, we have the same price for all of the equipment and the installation. The only thing that changed on the newest one is they allow for the increase in the material surcharge. They're getting a lot of stuff from overseas, so they have built in a surcharge. So, that increased our whole project probably about \$4,000 since we first started looking at it. Nothing's really changed. We're going to do the dome and next to the dome we're going to put in a swing set. I met with the gentleman again this past week and he saw how we put in the drain and the new drainage is working great. He's a little concerned about having the swing set go over the drainage. The dome is now going to be closer to the swimming pool.

Mr. Darby: Okay.

Mr. Bosseler: Just south of that will be the swing set. It will go like that with the pavilion here and the swing set over here. Because the drainage is a little bit at an angle, the top pole would actually go over it. I kept trying to assure him that I didn't think it would be a problem because we are probably never going to touch that drainage again. It's working fine. The pavilion is dry. I was down there yesterday and today and they did a good job.

Mr. Mills: I have a question about the surcharge. What happens if they do not have a surcharge? Are they going to refund that money?

Mr. Bosseler: That's a good question. I'll find out.

Mr. Mills: I wonder if he's taken the surcharge and marking it up 20%.

Mr. Bosseler: Well I asked him how long this price was going to hold, and he said they only take an increase once a year on January 1st. So, he said we are good until January 1st, but I will ask him about the surcharge.

Mr. Mills: Yeah, I would. That could be a part of their profit.

Mr. Bosseler: Okay so the next thing is the timeline. We can approve it, but we can't do anything until October 1st because that's when our budget starts. So, if we do approve this

project as is that we've been talking about for six months, I would go to the BCA and present it to them. So, we have to talk a little bit about what percentage we're going to ask them to pay and what we would pay. So, be thinking about that.

Mr. Mills: Richard, I just want to interject. I think in our budget we assumed \$40,000 from the BCA. So, I think that's what we got to have.

Mr. Bosseler: Okay.

Mr. Darby: Does this proposal include removal of the bocce ball court?

Mr. Bosseler: No.

Mr. Darby: It does not include the cost of permitting.

Mr. Bosseler: He has to get a permit for the exercise equipment in that area, but he said because you have a playground there and you can prove that you have a playground there that was permitted 25 years ago, you don't have to get a permit again.

Mr. Darby: My only concern is I think they were going to charge us \$1,500 for permits in the last proposal and we said, "*We can do it ourselves.*" So, there is no cost for permits in this proposal.

Mr. Bosseler: If we want to do it ourselves we can. He does have that in there for the exercise equipment.

Mr. Darby: Jason, you talked about that before that Jim is perfectly capable to do permits right?

Mr. Showe: I think as long as we have those signed and sealed drawings. That's the big thing we found on other projects, is you have signed and sealed drawings.

Mr. Darby: Yeah.

Mr. Showe: So, there may be some additional costs for us having the engineer to look at everything to make sure everything is processing correctly.

Mr. Mills: We might as well let them do it.

Mr. Darby: Yeah. Whatever's cheapest. I really don't care.

Mr. Mills: I think just let the contractor do it because they know what they are going to do.

Mr. Viasalyers: They can do all of that.

Mr. Mills: Exactly.

Mr. Bosseler: They know the lingo too.

Mr. Viasalyers: As far as the removal, we are going to pay for Tropic-Care for the removal of the pine straw.

Mr. Darby: Okay.

Mr. Bosseler: So, will GMS take care of that?

Mr. Viasalyers: We can't do it ourselves.

Mr. Bosseler: Why not?

Mr. Viasalyers: We don't have the ability.

Mr. Bosseler: So, I gave you the warranty information and it looks really good. The company is asking for a 20% good faith deposit. I'm going to meet with the gentleman again to make him comfortable where we're going to put the swings in conjunction with the drains. It may require moving one of the Palm trees.

Resident (Sandy Schoonmaker, Berwick Way): What is the total cost?

Mr. Bosseler: The total cost is less than \$60,000. They did show me that there was a misprint. They included tax and we are non taxable, so my rough cost is \$55,000 plus the removal of the bocce ball court.

Resident (Sandy Schoonmaker, Berwick Way): You just said that somebody else is going to do that.

Mr. Bosseler: Yeah, but we kind of want to put that in the price. I don't know what that will cost. Maybe a couple of thousand.

Mr. Mills: Sandy, I think it's also important that when you do that, the money from the BCA is really not resident's money.

Resident (Sandy Schoonmaker, Berwick Way): Yeah, we can. I'm just going to tell them to make a proposal with the BCA.

Mr. Viasalyers: Do you know if they were able to repurpose the timbers that we have?

Mr. Bosseler: No. He has better material. It will be 12 inches deep with mulch and surrounded by rubber all the way round. It's really nice. If you want to go see it, go out towards the wetlands. At the last neighborhood, take a left and go in there about a quarter of a mile and you will see how it is all laid out. All the equipment for the physical fitness will be in one area and then on the other side, both the swing and the dome will be circled in another area. He's going to try to make it low enough so we don't need a ramp. It would just gradually go down there.

Mr. Mills: Good.

Mr. Bosseler: So, Jason how do we proceed from here?

Mr. Mills: I have a question. Jerry, when you did your survey for the community about use of the recreation area, do you recall whether or not there was a question in regard to the exercise equipment?

Mr. Darby: There was not. There were some people who made comments about the exercise equipment. I do recall that the number one thing is the swing set and number two was pickleball, but my recollection is that there was nothing specific about exercise equipment.

Mr. Mills: The reason I'm bringing it up is I'm not an exercise freak, but I've gotten some feedback from people that are saying, "*Why are you going to put exercise equipment over there if no one is using it?*" I guess I'm betwixed in between when you are talking about \$20,000 and it is probably be half of ours and half of the BCA's.

Resident (Not Identified): I'm going to use it.

Mr. Brown: It doesn't matter to me.

Mr. Darby: Let me just expound on that. We had some discussion about the rec area at some point. I think it was after the survey was done. We had come up with the idea of exercise equipment around the community. There was a lot of enthusiasm at the time. It wasn't that I specifically included it on the questionnaire by oversight I guess, but it seems to have a lot of traction for those who are here. So, that's how we got to where we are.

Mr. Mills: Go ahead Carolyn.

Ms. Witcher: Is there any ADA requirements that we have for the recreational equipment and the play area?

Mr. Bosseler: No. They take care of all the ADA.

Mr. Darby: It just has to be accessible.

Mr. Bosseler: It will be totally ADA approved, including the mulch.

Ms. Witcher: Okay.

Mr. Mills: It will be their responsibility.

Mr. Showe: I guess process wise, if the Board is comfortable, you may want to approve authority for the Chair if there's 20% deposit. It sounds like you still need to have discussions with the BCA to confirm. If you don't want to wait until the October meeting, you could delegate authority to the Chair to just approve the deposit check if needed from the Baytree

CDD. That way you could at least get the deposit down after Richard confirmed with the BCA their contribution and then we can email the Board to say, "Here are the conditions, here are the term, here is what we're looking at. Is there any opposition to proceeding at this point." I think that's the only thing that you are going to be able to do between now and the October meeting unless there's a hard number or a hard proposal.

Mr. Bosseler: Two things, if we can get this approve and ready to go by October 1, he committed to January for installation. There's a big lead time on ordering this stuff from overseas.

Resident (Art Breitner, Kingswood): You know in reality, with prices going up the way they are, if this down payment will allow him to order his material overseas, the chance of avoiding increases goes down dramatically. Beyond any doubt. It's not labor costs that are going to go up. It is the material cost.

Mr. Mills: Exactly.

Resident (Art Breitner, Kingswood): So, the faster we get him to order his stuff, the better off we are.

Mr. Mills: Yes. Exactly.

Mr. Darby: The only thing that I would say is that this particular project is highly dependent on BCA participation. If BCA decides not to participate, that puts us in a a very unfortunate situation.

Mr. Mills: I thought they already passed it?

Resident (Sandy Schoonmaker, Berwick Way): No, they're waiting to see what your proposal is.

Mr. Mills: Oh, okay.

Resident (Sandy Schoonmaker, Berwick Way): There will be no action until you tell us specifically what you want.

Mr. Bosseler: Do we need to approve what I presented so far?

Resident (Sandy Schoonmaker, Berwick Way): Right.

Mr. Bosseler: From the CDD, we've approved this.

Mr. Brown: Can we approve this to the standpoint that we authorize the Chair to deposit the 20%, after we get the approval from the BCA to participate?

Mr. Darby: That's what I would do.

Mr. Mills: When's the next BCA meeting?

Mr. Pawelczyk: Why don't you authorize the Chair to execute any agreements pertaining to agreements, permit applications, etc. pertaining to the playground equipment purchase and installation, subject to the BCA providing a contribution. That way we can have the agreement ready and if they approve it, they're going to give us the money. When I saying BCA contribution, we need at least their portion of the deposit to make sure that they are going to contribute. We don't want the community to get stuck, having paid the deposit and then have to try to find a way to get it back. Because that's very difficult.

Mr. Darby: I would agree with that.

Mr. Showe: And by my math you can give authority to the Chair to approve a not-to-exceed of \$12,000 or 20% of roughly \$58,000, which should cover whatever deposit they need for the material.

Mr. Mills: Well if they're coming up with \$40,000, that would be our share.

Mr. Bosseler: I wouldn't give them the deposit until I have the opportunity to meet with the BCA.

Mr. Pawelczyk: Correct.

Mr. Showe: When you get us the information from the BCA, I would circulate it out to the Board saying, "Here's where we are at. It's our intent based on approval today at the meeting, if it's made, that we're going to proceed with making the deposit unless anyone has an objection. Then, if there's an objection from the Board at that point then we'll hold it until the October meeting.

Mr. Darby: Yes. Sandy do you know when the next BCA meeting is?

Resident (Sandy Schoonmaker, Berwick Way): Because of Rick and the ARC, they occasionally meet more frequently because they have to assess people.

Mr. Brown: Excuse me?

Resident (Sandy Schoonmaker, Berwick Way): I would say to you that even though I can come up at the next meeting, they might have one in the interim and they've been known to throw business into those things. They are very flexible about meeting. They may even call a special meeting because I don't think they are quite as stringent as you guys are.

Mr. Darby: Having said that, do you know when their regular scheduling is?

Resident (Sandy Schoonmaker, Berwick Way): July 8th is their next official one.

Mr. Mills: It is not until November.

Resident (Sandy Schoonmaker, Berwick Way): Actually, December 6th is their next budget meeting. You are probably going to have to ask them to call a special meeting. I'm sure that they will. They were doing it by Zoom.

Mr. Brown: November 15th is what I was told.

Resident (Sandy Schoonmaker, Berwick Way): No, that's the budget meeting when we all meet. That's what I saw too, but that's the meeting that nobody goes to.

Mr. Mills: So, we need to get in touch with Dwayne. Maybe they can do a phone call.

Mr. Bosseler: Yes.

Mr. Showe: So I think I can craft a motion here, if what I'm hearing is correct. I think the motion would be the authority of the Chair to execute up to a not-to-exceed amount of \$12,000 for the deposit, after confirmation from Mr. Bosseler that the BCA is still going to make their contribution for the deposit of the playground as they indicated.

Mr. Mills: If I have any issues, I'll let you know.

Mr. Showe: Well it's your authority.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor authorizing the Chairman to authorize up to a not-to-exceed amount of \$12,000 for the deposit for the playground after approval from the BCA for their contribution of \$40,000 was approved.

Mr. Pawelczyk: Can I raise an issue with what we just did? Not an issue per say, but the last time we did the pavilion, we had a Cost Share Agreement, which I believe, but Jerry would remember more than I do, that we incorporated something in there that would allow us to amend that agreement to add additional projects.

Mr. Darby: It wasn't additional projects. It was an opportunity to value engineer the project if the costs were exceeding the original budget.

Mr. Pawelczyk: The reason for bringing this up is I don't want to slow it down because we don't have our agreement with the BCA. We would need some additional authority to execute an agreement with the BCA, in the same form as the Pavillion Agreement.

Mr. Bosseler: Yes.

Mr. Darby: Nothing else is really going to change and this way the BCA doesn't have to pay their lawyer to look at it. They will just have to bless it, I guess, to provide for that contribution if it's necessary. I don't know if it's necessary or not. That's up to the BCA.

Mr. Mills: Jan you were you involved in that. Do you remember?

Resident (Jan Hill, Balmoral Way): I was trying to think.

Mr. Pawelczyk: It's really up to the BCA. We can accept the contribution. I think we have a great working relationship at this point, but that is really up to you as to whether or not the BCA or the lawyer recommends entering into an agreement in the same form to provide for that cost, that donation.

Resident (Jan Hill, Balmoral Way): In that form, it was approved already once, so why would it not be approved again?

Mr. Pawelczyk: I would think the same. That's why I would need an additional motion.

Mr. Darby: Let me make a couple of comments. In the previous Pavilion Agreement, it was understood that they would fund that completely and if there was any reason to increase the cost, we would jointly look at it and determine the cost. This is a little different. I think if I was the BCA, I want to have my investment of \$40,000 capped and any additional cost would be on the CDD. They would not be responsible for that. So, I would think they would want some agreement of that nature. At least I would, if I were the BCA.

Mr. Pawelczyk: Why don't we structure it to state that, if that's the intent.

Mr. Darby: Yes. Then the CDD would be responsible.

Mr. Brown: I would agree with that.

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| <p>On MOTION by Mr. Brown seconded by Mr. Darby with all in favor authorizing District Counsel to draft an agreement with the BCA in the same form as the Pavillion Agreement and for the Chairman to execute was approved.</p> |
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Mr. Showe: So, Beautification Fund for plants is the next item. Obviously, we are expecting to start that next year at the rear gate.

Mr. Mills: That is correct, but in the interim, I want to add to that. I need to get a quote on stoning the big monument in front.

Mr. Showe: Alright.

Mr. Mills: Then that front will be completely done.

Mr. Showe: The Board asked that we reach out to the General Manager of the golf course for larger stop signs. He reached out to his ownership and they do not have that in their budget for next year.

Mr. Mills: Surprise, surprise.

Mr. Brown: I'm shocked.

Mr. Showe: As far as the speed bumps, those are installed now. We will have the engineer review those before making the final payment.

Mr. Darby: Just a couple other questions. Did we get a closer on that pool gate?

Mr. Viasalyers: Not yet. We are still working on that one.

Mr. Darby: What about the timers in the pool bathroom? Is that taken care of?

Mr. Viasalyers: No. We talked about that last time. Those are actually hardwired. There is not a light switch in either one of those. We have to call an electrician out.

Mr. Bosseler: We're working on a mini remodel for the bathrooms with no divider walls and installed doors. William, we'll put that together with the electrical.

Mr. Darby: Okay. Was the access control for the front tennis gate?

Mr. Viasalyers: I tried them. They worked for me. I don't know if it's a card issue.

Mr. Darby: I don't know. This is a complaint that I received.

Mr. Viasalyers: We only received one complaint. I don't think we had any other complaints.

Mr. Darby: Okay. Good.

Mr. Viasalyers: I looked online at the program and it says that it is working.

Mr. Darby: Okay.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything to report at this time. There was a legislative update, but I think we intentionally cut that out of this meeting because of the budget public hearing. Jason, why don't you circulate that before the next meeting.

Mr. Showe: I think you did.

Mr. Pawelczyk: You did that already?

Mr. Showe: Yes.

Mr. Pawelczyk: If you have any questions, let me know. I doesn't really impact you at all.

Mr. Darby: Fascinating reading.

Mr. Pawelczyk: There are some administrative items.

ii. District Manager

1. Field Manager's Report

Mr. Viasalyers: I have a few updates. We worked with Tropic-Care to remove all of the Oak trees. That has been completed. We are working with the county to get the specifications for the replacement trees. We are going to be having those installed probably within the next few weeks or maybe a month or so. We also worked with the vendor to get the back gate repainted. They did a good job on that. The color made the monuments pop. It looks good. Jerry took time with me to drive around and look at the "*No Fishing*" signs and street signs. We made a list. We will be replacing half a dozen signs throughout the community to make it look better. The monument separations have been fixed. The eases at the guardhouse have been fixed. I met with Florida, Power & Light (FPL). A couple of pole lights in the front are off right now. We are working on getting that corrected. In 2019, when we converted those over, they accepted ownership of the poles. So FPL will be incurring all of the costs.

Mr. Bosseler: Does that include the one on Kingswood that is blown out?

Mr. Viasalyers: I believe so. Yes.

Resident (Art Breitner, Kingswood): I just had a quick question on that. On Southpointe, some of the street lights stay on during the day. Is that something you can replace?

Mr. Viasalyers: Yes. I will let FPL know. At Saddleworth, the metal gates are going to be painted.

Mr. Mills: We are getting the wrought iron fencing between the columns and the pool painted.

Mr. Bosseler: We still need a phone at the pool.

Mr. Viasalyers: I have an update on that. The phone wasn't bad. For whatever reason, services were not added there. That was supposed to have been corrected.

Mr. Bosseler: Have we paying that every month?

Mr. Viasalyers: It shouldn't have been.

Mr. Bosseler: It would've shown up on our bill.

Mr. Viasalyers: I would have to look at that.

Mr. Bosseler: Did the floor mat come in yet?

Mr. Viasalyers: Not yet.

Mr. Bosseler: What happened to the drinking fountain?

Mr. Viasalyers: One of the residents broke the front position. So, it's stuck, but you can use the sides. We need to get a replacement part for that.

Mr. Bosseler: Somebody damaged our brand new \$1,000 drinking fountain?

Mr. Viasalyers: Yes. They got arrested.

Mr. Bosseler: What about the shelves in the ladies room?

Mr. Viasalyers: We are still working on that item too.

Mr. Bosseler: Okay. That's all I have.

Mr. Mills: Does anyone else have anything else for William?

Ms. Witcher: I have a question. What about the permit on the tree removal?

Mr. Viasalyers: I don't know if you heard me Carolyn, but the trees have already been removed and we are working on getting the replacement trees installed.

Ms. Witcher: Okay. What about the corner of Bradwick Way and Ashwell Court, the one right around the corner?

Mr. Viasalyers: The one at 494 Birchington?

Ms. Witcher: Yes.

Mr. Brown: Is this the guy that wants to remove the two Oak trees in front of his house at 551 Ashwell Court?

Ms. Witcher: I think so.

Mr. Viasalyers: That is not on the list.

Mr. Brown: We presented that to the ARC and they forwarded it to the county because those Oak trees may be specimen trees as defined by the county. Therefore, they are covered under separate requirements. We tabled that and gave the information on who to contact at the county to the homeowner.

Mr. Darby: Are they on CDD property?

Mr. Brown: No.

Mr. Mills: Neither one are on CDD property. The tree you are thinking of, Rick, is on Saddleworth, the first house on the right. One tree is on CDD property and the other one is not.

Mr. Brown: You're right. All of his trees are on his property.

Mr. Bosseler: I have one more thing. Jason, one of the bills is \$911 for Home Depot. Could you be more specific about what was purchased at Home Depot?

Mr. Viasalyers: We actually provided that receipt.

Mr. Mills: That was for the fan for the guardhouse toilet.

Mr. Viasalyers: It might have been a combination of things. We have the receipt that break down the costs.

Mr. Bosseler: Okay. We would like to see it.

Mr. Mills: I hate to put this on you, but in the future would you give us a list written out like we used to get from you?

Mr. Viasalyers: Yes.

Mr. Mills: That would be great.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: In your General Fund, we have Checks 181 through 217 for \$84,488.15. In your Capital Project Fund, you have Checks 117 and 118 for \$23,760.55. Check 46 from you Community Beautification Fund for \$7,902.50 and June and July payroll for \$1,847 for a total of \$117,998.20. Will and I can answer any questions on those invoices if you have any.

Mr. Brown: We spent a lot of money with Eau Gallie Electric last month. Wasn't it a couple years ago when we first had the holiday lights and they were out more than they were on, and we had Eau Gallie Electric come in and redo all of those outlets and everything else?

Mr. Mills: That was Palm Bay Electric.

Mr. Brown: It seems like they were repairing the same thing we put in new two years ago.

Mr. Mills: No.

Mr. Viasalyers: This was something that we troubleshooted and replaced.

Mr. Darby: Jason, just one question. I see that we spent about \$5,200 again on transponders. I think we just ordered them recently. We spent two times the budget this year. Are we going through transponders?

Mr. Showe: We only order them when we are running out. You have to order about 200 at a time or else they are even more expensive. So, it's just kind of the nature of making sure that we have them. Will has probably given out 5 or 10.

Mr. Viasalyers: I have done an average of 10 per week.

Mr. Darby: Really.

Mr. Showe: We have been charging \$25 a piece on those.

Mr. Viasalyers: Yes.

Mr. Darby: Good. Make some money.

Mr. Mills: We have a lot of new residents.

Mr. Darby: Correlating with that, last time Rick made a comment that getting from DSI those residents who weren't on the Visitor Management System (VMS) and getting from you guys, who is not on the transponder system. Have we made any progress with that?

Mr. Showe: We can. I emailed Rick about that. The challenge with getting an address is that we are not always able to delete the old ones out. So, I would suspect that every address in here has a transponder registered to them.

Mr. Mills: If you can give me the list, I will share that list with Fairway. They may have a more up to date list from the BCA.

Mr. Showe: For a while the BCA was sending us updates but we don't really get those anymore. As an interim, what we do at some of our other Districts, is we give the guards a sheet of paper and if a resident comes up and doesn't have a transponder, they can just give them the piece of paper that has all the information about where to go and where to get one. That way you are really targeting the people who need them versus sending out a letter.

Mr. Brown: I can do that, but first I have to take your list and combine with Fairway.

Mr. Showe: We need to get Will's update.

Mr. Viasalyers: I will send it over.

Mr. Showe: We will get you the list.

Mr. Mills: Okay.

Mr. Showe: Are there any other questions on the Check Register? Hearing none, we need a motion to approve.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Check Register for June 1, 2021 to July 27, 2021 in the amount of \$117,998.20 was approved.

B. Balance Sheet and Income Statement

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

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Richard?

Mr. Bosseler: Nothing.

Mr. Mills: Rick?

Mr. Brown: A couple of things. Did we ever find out the name, address, or phone number of the person that wrecked the wall?

Mr. Viasalyers: No. We reached out trying to get insurance information but have been unsuccessful.

Mr. Mills: Do we have a police report?

Mr. Viasalyers: We have the Police Report, but they didn't give us the insurance information. We requested it and they haven't responded yet. We are trying. We are just waiting to get their insurance information so we can go after their insurance.

Mr. Brown: Let him go after them and send him a bill.

Mr. Viasalyers: I don't know if we will be able to get his direct information. I know we can get his insurance.

Mr. Brown: Wasn't his name and address on the Police Report.

Mr. Viasalyers: The Police Report we received was very vague. It just had the date and time. I can forward to you the response that we received.

Mr. Brown: Every Police Report I have seen has name, address, phone number, date of birth, mother's maiden name, you name it. I can't imagine that this report didn't have it.

Mr. Mills: There was property damage, did you tell them that?

Mr. Viasalyers: Yes, we told them.

Mr. Mills: With property damage, I would think that they would give you the full report.

Mr. Brown: We talked a little bit about it at the beginning of the meeting and Mel asked to put it off but based on what Mike was saying regarding the audio and visual camera at the front gate and the signage that is going to be required, I would like to move forward on that project. I would like to order the cameras, get it wired in, Jason to check with Mike on what kind of language we should put on the sign and put it on the door on the gatehouse so every visitor coming in should be able to see it. Can I make that as a motion? We talked about last time about just going out and buying a camera.

Mr. Showe: Yes, I think just a motion to proceed with the camera and audio and we will work with District Counsel in getting the signs up.

Mr. Viasalyers: The incident was a hit and run.

Mr. Mills: That is not the information I received. I was told the cops had him stopped in a parking lot.

Mr. Viasalyers: According to the incident report, it says it was a hit and run. There may have been people also involved that got hit.

Mr. Bosseler: The vehicle as I told you was in the CVS parking lot and the bumper was laying in front of it.

Mr. Viasalyers: It could've been a vehicle hit them.

Mr. Bosseler: You're right.

Mr. Brown: Okay. The only other thing I have are the speed humps that have been separated at the front and rear gate. Are we going to re-glue those?

Mr. Viasalyers: Yes sir. Not to make excuses, but my work truck was rear ended a week ago and I haven't had my tools on me. That is the only reason it hasn't been done yet.

Mr. Brown: Okay. No sweat. That's fine by me. That's all I have.

Mr. Mills: Okay, Jerry?

Mr. Darby: Just one thing. I got a copy of a letter from July 14th to Jason from the golf course, indicating that they will inspect the wood bridge that is on CDD property. Do you know if they have done anything on that?

Mr. Showe: That is the last communication I received on that.

Mr. Darby: They said that they will perform any needed maintenance or repair. It might be worth in a couple months, following up and asking, *"If you did inspect it, what did you find and what are you going to do about it?"*

Mr. Darby: I will put a note on it and follow up.

Mr. Brown: I drove by it this morning and it was okay.

Mr. Darby: That's it.

Mr. Mills: Carolyn, do you have anything?

Ms. Witcher: Yes. Common area trees are hanging over the road. Are there any issues with trimming those? The homeowners that have their own tree between the road and the sidewalk, are now in the road again.

Mr. Brown: Carolyn, this is Rick. I sent an email to Paula and asked her that when she makes her next drive through the community, to take a look at the trees that are overhanging sidewalks and the road, to identify any of those that might be on CDD property overhanging the roads and to notify Jason or William. She sent back an email to me that they did Kingswood a week or so ago and sent Jason an email.

Ms. Witcher: But the homeowner is responsible for that.

Mr. Bosseler: Yes, but these are on CDD property.

Ms. Witcher: We have some trees that are hanging over homeowners' property.

Mr. Brown: If she finds any that are on homeowners' property over the sidewalk, she will notify the homeowner.

Ms. Witcher: I know what she is talking about.

Mr. Mills: Anything else Carolyn?

Ms. Witcher: Is FPL painting the light poles?

Mr. Viasalyers: We reached out to them and have not received a response.

Ms. Witcher: Okay. Thank you.

Mr. Mills: Anything else?

Ms. Witcher: That's it, thank you.

Mr. Mills: Thank you, Carolyn. I have several things. Have we gotten a water bill since I brought that up at the last meeting, the amount of the water bill for the guard shack?

Mr. Showe: I haven't seen one, but I will find it. I will get one for you.

Mr. Mills: The sliding glass door in the guard house that faces east, the guards have requested that they have those windows tinted really dark because it is so hot in there.

Mr. Bosseler: How big is the window?

Mr. Mills: It is a sliding glass door.

Mr. Bosseler: I will go take a look at it because I have an extra sheet. You can buy them at Home Depot.

Mr. Darby: I would like to have all of the doors and windows with film that is going to be impact resistant. So, I would just do it one way.

Mr. Mills: But we have to get it dark.

Mr. Darby: Yes. It's really dark. That is on the list.

Mr. Brown: I was supposed to give you the name of the company.

Mr. Mills: Do you have a price on the stone monument for the front?

Mr. Viasalyers: Yes.

Mr. Mills: We had discussed that Balmoral Park being used for yoga.

Mr. Darby: Tai Chi.

Mr. Mills: There was a concern that there was a fire hydrant and they couldn't do any parking. William and I went around and there and there are no fire hydrants in that circle. So, we could use that if they wanted to.

Mr. Darby: The instructor that Jason approached about Tai Chi, declined to take on our group.

Mr. Showe: He would be willing to do it if we said, *"There are 30 people showing up for you to teach a class and we are going to pay you this amount to teach the class."*

Mr. Mills: Seriously?

Mr. Showe: He is not interested in an agreement like water aerobics where he tries to get the class there. He said that is not something he has had a lot of success with. I guess his travel here wouldn't be worth that unless we provided him the class. So, it is there as an option at some point if there is enough interest from the BCA and we want to help provide a site. If enough residents were to reach out to them and facilitate it, but he was not interested in an agreement similar to water aerobics.

Mr. Mills: The only other thing that I want to bring up and this is for all of the residents to know about, we are having issues with Tropic-Care getting caught up. They can't get

employees. So, they are in the same boat as everybody else trying to get help. They will have a person come and work 2 hours and walk off the job. They caught one employee sleeping in the truck the other day. So, it is really an issue and it is not just them. Jason and I talked about this. It is across the spectrum with every landscape company. It is just unbelievable. So, I just wanted to bring you up to speed on that.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: We will open up the floor for comments.

Resident (Not Identified): This question is about your relationship with the golf course. This apparently is the original Land Use Plan and it shows walking and jogging trails across the golf course. Was that ever made official or agreement or is this just data?

Mr. Mills: I don't know. Our attorney would have to confirm.

Resident (Not Identified): Is there any way to find out if this is actually in the agreement and just forgotten?

Mr. Showe: There is no real agreement between us and the golf course dealing with any kinds of walkways or pathways.

Mr. Pawelczyk: There are easements against the property.

Resident (Not Identified): This is an original Land Use Plan for the community at the time and it clearly shows the jogging and walking paths across what is now known as the golf course property.

Resident (Jan Hill, Balmoral Way): There was something when you bought your house that said walking trails. Way back when.

Mr. Darby: What is the date on that?

Resident (Not Identified): It was in the 1990s. I would be happy to give you originals.

Mr. Showe: I'm sure that we have it somewhere.

Resident (Not Identified): I would be happy to explain what that it is. It is the original grant of the CDD by the county. It is not based on land utilization. The land utilization is listed on that drawing and it's specifically in the resolution that the county gave you when they approved the CDD.

Mr. Mills: Interesting.

Resident (Not Identified): Oh. I did a bunch of research and there is nothing that promotes that or changes that.

Resident (Not Identified): That would be good news as far as exercise options. There is actually a right to use some areas.

Resident (Not Identified): I want to be careful. It is not safe to walk around the golf course with balls flying around, but there are times when the golf course is closed. We specifically received a letter from the golf course that says we will be charged with trespassing if we are seen on the course.

Mr. Pawelczyk: You can't be charged with trespassing unless they warn you first.

Resident (Not Identified): I realize that too. Even if they do warn us, I have a resolution by the golf course that specifically says that they can't charge us with trespassing.

Mr. Brown: Well, I almost hit somebody on the second hole today that was walking on the golf course.

Mr. Mills: So, you're asking us to look into this. Is that what you're asking us to do?

Resident (Not Identified): To get a good understanding of what the actual legal agreement is and if we have a right to use those areas according to their original Land Use Plan or not.

Mr. Mills: Mike, do you have any comments?

Mr. Pawelczyk: No.

Mr. Showe: I'm looking now. I know where the map is and there's no trail there, so I don't know yet.

Resident (Not Identified): I've got bad news for you. There are golf course paths in certain areas and the fact that there's not physical trail for a walking trail, which was never there in those first drawings, is not an issue. It doesn't change the drawing.

Mr. Pawelczyk: The only thing I've been able to look at, which we looked at with a particular Parcel 22 or whatever it was, was the easements that were reported against the property. That's all I have. I don't think Jason has records back from when the District was formed because they weren't the manager then.

Mr. Mills: I doubt it.

Mr. Pawelczyk: So, it would take a substantial amount of effort to try to find what he is asking us to do. It's just going to take some time.

Resident (Not Identified): I'm not sure it's really necessary. I think a simple agreement between the golf course and CDD that after hours it will not be an issue for people walking the trails and so on. It would be made clear that it's very dangerous to be on the golf course walking the trails and trespassing.

Mr. Bosseler: Yeah, but when you say after hours, do you mean dark?

Resident (Not Identified): There are hours of operation for the golf course.

Mr. Bosseler: Yeah. They close at dark.

Resident (Not Identified): Actually the hours of operation are until dusk. Then after that, there are people out there. That's my recommendation. By the way, I'm doing more research with the golf course. There are some other information that I will bring in the future. If we want to take care of this now, we could or we can continue to just steam-roll this sidewalk.

Mr. Bosseler: I would never walk a dog on the golf course. There are too many chemicals. Your dog would get sick.

Resident (Not Identified): I don't have a dog.

Mr. Bosseler: Okay.

Mr. Darby: I think part of the problem is when we refer to hours of operation of the golf course, that's different than the time allowed for a legitimate golfer to be on the course. For example, the pro shop closes at 4:30 p.m., but a round of golf could take a couple of hours if you're playing nine holes and the person doesn't get off until you can't see the ball frankly. So it's going to be a difficult thing to define. I don't know frankly if people want to go out on a golf course when it's really dark. That's a hazardous situation. I'm sure the golf course wouldn't be happy about it because of liability. So, I'm not sure how to get around this.

Resident (Not Identified): A lot of the golf courses have very low rates that start at 4:00 p.m., which means anyone who goes out at 4:00 p.m. is going to play golf until they can't see anything. Dusk doesn't do much.

Mr. Darby: That's my point.

Mr. Brown: Well I've seen them drive up to the 11th tee from my house and I couldn't see the golf ball next to the plank.

Resident (Sandy Schoonmaker, Berwick Way): All I know is that Suntree has concurrent with their golf course, a walking, hiking and bike riding trail. From my house and back, it is an 8 mile ride for us. I'm wondering if maybe that is what the intent was that this guy brought up.

One time, they were going to do something similar so that we would be on the trail, not on the golf course.

Mr. Mills: Could be.

Resident (Sandy Schoonmaker, Berwick Way): That would've been a model that they would've followed.

Mr. Mills: If it's okay with the Board, why don't we let Jason look into this.

Mr. Brown: I'm just wondering who was the management company when development first opened?

Mr. Mills: Fairway Management.

Mr. Brown: Well maybe they've got some records?

Mr. Mills: Could be.

Mr. Brown: Does anybody know who the law firm that represented the CDD way back then?

Mr. Pawelczyk: He was the sole practitioner. It's like 17 years ago. I don't know if he was the original lawyer, but he was not a CDD attorney.

Mr. Mills: No, but lawyers keep everything.

Mr. Pawelczyk: Not anymore, they don't.

Mr. Mills: Fairway Management was a Management Company.

Mr. Showe: Maybe we can reach out to Fairway.

Mr. Pawelczyk: If it's not recorded in the public records, that's going to dictate the use of the property. Just because it's in a brochure or attached to the Ordinance, it doesn't give the authority. It's not a public easement. It could be, but that document alone and site plan doesn't provide for a public easement.

Resident (Sandy Schoonmaker, Berwick Way): Could we just go to the county and find out from the county?

Mr. Showe: I looked at the Property Appraiser's website. The trails that are indicated on this land use map from 1992 don't exist.

Resident (Not Identified): That's correct for the easements. I'll be happy to research that and send to Jason.

Mr. Pawelczyk: I'll be happy to look at it.

Mr. Brown: Then both are in the loop and we can get to the bottom of it.

Resident (Sandy Schoonmaker, Berwick Way): From a resident's standpoint, I would love to be able to ride around here.

Mr. Mills: Moving on. Does anybody have anything else? Great. I want to thank everybody for coming today and giving us input. It is greatly appreciated.

TENTH ORDER OF BUSINESS

Adjournment

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

Chairman / Vice Chairman

SECTION V

SECTION A

SECTION 1

**SECOND EXTENSION TO THE LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES AGREEMENT BY AND BETWEEN TROPIC-CARE LANDSCAPING
SERVICES, INC., AND THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

This Second Extension is made and entered into as of the 1st day of October, 2021, by and between:

The **Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 E. Livingston Street, Orlando, FL 32801, ("District"), and

Tropic-Care Landscaping Services, Inc., a Florida corporation located in West Melbourne, Florida, with offices located at 7635 Progress Circle, West Melbourne, FL 32904 ("Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses; and

WHEREAS, the District currently provides landscaping, irrigation, and grounds maintenance services within the District; and

WHEREAS, on October 2, 2019, the District and Contractor entered into the Landscape and Irrigation Maintenance Services Agreement ("Agreement") with an effective date of October 1, 2019, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 3 of the Agreement, "Commencement of Services", the Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties in writing and subject to appropriation of funds by the District's Board of Supervisors; and

WHEREAS, pursuant to Section 3 of the Agreement, "Commencement of Services", the parties desire to extend the agreement for a period of one (1) year (to September 30, 2022); and

WHEREAS, the District and Contractor entered into First Extension of Agreement on September 30, 2020;

WHEREAS, the Contractor has proposed no increase to the rates in Section 5, "Basis for Compensation and Payments" of the Agreement for the period of October 1, 2021 through September 30, 2022, is attached hereto and incorporated by reference as **Exhibit B**; and

WHEREAS, each of the parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 2. Section 3 of the Agreement is hereby amended to extend the term of the Agreement for one (1) additional year so as to run from October 1, 2021 to September 30, 2022.

Section 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

ATTEST:

**TROPIC-CARE OF FLORIDA,
INC.**

Printed Name: _____

Printed Name: _____

Exhibit A: Landscape and Irrigation Maintenance Services Agreement (Dated October 1, 2019)

Exhibit B: Section 5.a., "Basis for Compensation and Payments"

Exhibit B –Section 5a: Basis for Compensation and Payments

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the amount of \$ 7,500.00, on a monthly basis plus additional fees for services rendered in connection with Work Authorizations as defined below.

SECTION 2

**SECOND EXTENSION TO THE AQUATIC MANAGEMENT SERVICES
AGREEMENT BY AND BETWEEN ECOR INDUSTRIES, INC., AND THE BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

This Second Extension is made and entered into as of the 1st day of October, 2021, by and between:

The **Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 E. Livingston Street, Orlando, FL 32801, ("District"), and

ECOR Industries, Inc., a Florida corporation located in Melbourne, Florida, with offices located at 2820 Electronics Drive, Melbourne, FL 32935 ("Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses: and

WHEREAS, the District currently provides aquatic maintenance services within the District; and

WHEREAS, on October 1, 2019, the District and Contractor entered into the Aquatic Management Services Agreement ("Agreement") with an effective date of October 1, 2019, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties in writing and subject to appropriation of funds by the District's Board of Supervisors; and

WHEREAS, pursuant to Section 5 of the Agreement, "Term", the parties desire to extend the agreement for a second period of one (1) year (to September 30, 2022); and

WHEREAS, the Contractor has proposed an increase to the rates in Section 3, "Compensation" as of the Agreement for the period of October 1, 2021 through September 30, 2022, and incorporated by reference as **Exhibit B**; and

WHEREAS, each of the parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 2. Section 5 of the Agreement is hereby amended to extend the term of the Agreement for one (1) additional year so as to run from October 1, 2021 to September 30, 2022.

Section 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

ATTEST:

ECOR INDUSTRIES, INC.

Printed Name: _____

Printed Name: _____

Exhibit A: Aquatic Management Services Agreement (Dated October 1, 2019)

Exhibit B: Section 3, "Compensation"

Exhibit B –Section 3: Compensation

Section 3. Compensation. District agrees to compensate the Contractor in accordance with Attachments “A” and “B”. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the proceeding month. Payment shall be made by the District after the approval of the invoice by the District Board of Supervisors.



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



ATTACHMENT A AQUATIC SERVICE SCOPE OF WORK

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Baytree Community Development District
6200 Lee Vista Blvd Suite 300
Orlando, FL 32822

One Year: 10/01/21 – 09/30/22
Monthly Thereafter

hereinafter called “**Customer**”. The parties hereto agree as follows:

ECOR agrees to maintain the lakes and control structures referenced in accordance with the terms and conditions of this agreement as listed below:

- ◆ Control of invasive and exotic emerged shoreline grasses, cattails, torpedo grass, etc., growing up to the high-water mark.
- ◆ Control of filamentous and macrophytic algae.
- ◆ Control of invasive and exotic floating vegetation such as hyacinths, waterfern, and duckweed.
- ◆ Control of invasive and exotic submerged vegetation such as pondweed, eleocharis, and hydrilla.
- ◆ Supplemental stocking of the first 100 triploid grass carp.
- ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.
- ◆ Monthly inspection and treatment of the control structures to keep them open and free of emergent vegetation. **ECOR** is not responsible for any mechanical repairs to the structures.
- ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.

Optional Services – Quoted As Needed:

- ◆ Triploid Grass Carp - \$12 per fish
- ◆ Mechanical vegetation removal and disposal - \$55 per man hour
- ◆ Dead fish or trash removal and disposal - \$55 per man hour

Service Fees:

A statement and invoice for the month’s inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

Monthly Fees \$2,625

AQUATIC SERVICE ADDENDUM

1. **ECOR's** "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.
2. It is the **Customer's** responsibility to notify **ECOR** of all work areas that are designated as mitigation sites and have desirable plants installed. **ECOR** assumes no responsibility for damaged plants where **Customer** has failed to notify **ECOR** of such areas.
3. **ECOR** will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. **ECOR** may provide a quotation for such services upon request.
4. **ECOR** will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by **ECOR** such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. **ECOR** may provide a quotation for such services upon request.
5. **ECOR** will not be responsible for the removal of trash or debris unless contracted to do so as an optional service.
6. **ECOR** will not be responsible for the installation or maintenance of any aeration devices.
7. **ECOR** will notify the **Customer** of any deficiencies in the water control structures that may require repair.
8. **ECOR** will notify the **Customer** of any erosion or washout problems. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). **ECOR** is not responsible for any repairs or maintenance of erosion or washout areas.
9. **ECOR** advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is not provided for in this agreement unless so stated.
10. Water use restrictions after treatments are not often required. When restrictions are required, **ECOR** will notify the **Customer** in writing of all restrictions that apply. **ECOR** will not be held liable for damages resulting from the **Customer** failing to follow restrictions.
11. Customer agrees to pay **ECOR** upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. If the **Customer** fails to make payments as required, the account may be considered by **ECOR**, at its option, to be in default and the **Customer** shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law.

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



ATTACHMENT B NATURAL AREAS SERVICE SCOPE OF WORK

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Baytree Community Development District
9145 Narcoossee Road Suite A206
Orlando, FL 32827

One Year: 10/01/21 - 9/30/22
Monthly Thereafter

hereinafter called "**Customer**". The parties hereto agree as follows:

ECOR agrees to maintain the natural areas and mitigation sites as listed and in accordance with the terms and conditions of this agreement:

- ◆ Every other month inspections and treatments, by a State Certified Applicator, as may be required by **ECOR** to maintain a clean site in compliance with St. John's River W.M.D permit requirements.
- ◆ Chemical treatment and control of FLEPPC Class I & II Exotic Plant Species.
- ◆ Chemical treatment and control of miscellaneous invasive plants *Typha* spp., *Salix caroliniana*, *Ludwigia* spp., *Eupatorium* spp., and *Sesbania* as well as invasive vines.
- ◆ Removal of any trash littering the site at the time of inspection/treatment.
- ◆ Service reports detailing target vegetation, materials applied, and any deficiencies that may require attention beyond the scope of our work.

Optional Services – Quoted As Needed:

- ◆ Mechanical vegetation removal and disposal
- ◆ Plant installation

Service Fees:

A statement and invoice for the month's inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

Every Other Month Fee \$790

NATURAL AREAS MANAGEMENT

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.

[illegible]

| | | |
|--------------------|-----------|-----------------|
| MONTHLY FEE | \$ | 395.00 |
| ANNUAL FEE | \$ | 4,740.00 |

HELENA AGRI-ENTERPRISES, LLC
JAMES BOGGS 863-557-0076

| Algae Control | Price Unit | 10/1/20 | 8/1/2021 | Increase |
|----------------------|-------------------|----------------|-----------------|-----------------|
| Citrine FL909 | Gal | \$ 15.48 | \$ 17.50 | 13% |
| Copper Sulfate | 50-lb Bag | \$ 75.50 | \$ 103.00 | 36% |

| Submerged Control | Price Unit | 10/1/20 | 8/1/2021 | Increase |
|--------------------------|-------------------|----------------|-----------------|-----------------|
| Aquathol | Gal | \$ 74.75 | \$ 78.50 | 5% |
| Hydrothol | Gal | \$ 77.80 | \$ 81.70 | 5% |

| Emergent Control | Price Unit | 10/1/20 | 8/1/2021 | Increase |
|-------------------------|-------------------|----------------|-----------------|-----------------|
| RoundUp Custom | Gal | \$ 17.98 | \$ 25.50 | 42% |
| Weedar 2,4-D | Gal | \$ 15.50 | \$ 17.00 | 10% |
| Polaris | Gal | \$ 53.00 | \$ 60.00 | 13% |

SECTION 3

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT FOR SECURITY SERVICES (the "Agreement"), is entered in to this 1st day of October, 2021 (the "**Effective Date**"), by and between DONTAN SECURITY, a Corporation authorized to do business in the State of Florida, d/b/a DSI SECURITY SERVICES, ("Contractor") whose address for purposes of this Agreement is 400 W. 11th Street, Suite C, Panama City, Florida 32401, and the BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing in accordance with Chapter 190, whose address for purposes of this Agreement is c/o Governmental Management Services -Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("CDD").

FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Contractor and CDD agree as follows:

1. **Term.** This Agreement shall commence as of the Effective Date and remain in effect for a term of 12 (twelve) months ending September 30, 2022, unless sooner terminated in accordance with this Agreement.

This Agreement may be extended for two additional twelve (12) month periods upon mutual agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

2. **Contractor** shall provide the following services to CDD:

Scope of Services: Contractor general duties include but are not limited to the following: provide a visible presence at the guard house, supervise the entrance and exiting of residents and guests, provide on going patrols of the CDD common areas, including, but not limited to, the pool, playground, pavilion and courts, and to provide a visible presence to deter any wrongdoing in these areas as much as possible. In the event a guard is witness to a wrongdoing in these common areas, he/she will attempt to acquire names, addresses, photo identification, and phone numbers from the offenders without causing harm to the officer or the offender or creating a situation in which harm could be caused to the officer or offender. In addition, random patrols of the Baytree CDD common areas and roadways will be conducted by Contractor. Contractor will be required to attend and report at all CDD meetings. The detailed Scope of Services is attached to this Agreement as Exhibit A ("Scope of Services"). In addition to the Scope of Services, to the extent the same does not conflict with the Agreement and the Scope of Services, the Contractor agrees to comply with the terms, covenants, and conditions set forth in the Contractor's Proposal, dated April 24, 2018 (the "Proposal") which Proposal is attached hereto and made a party hereof as Exhibit B.

Officer Reports: Contractor shall provide to CDD an officer report for each day/night worked detailing the activity of the officer and of the property. These reports shall list dates and times the officer is actually on site. Reports shall be turned in at a determined place and time.

Computer Access System: Contractor to provide all hardware (including PC, monitor, tablet, printer, and drivers license scanner) and software at no additional cost beyond that specified in Section 4 ("Fees") of this agreement. Upon completion of (3) three years of service with Contractor under this agreement, ownership of all hardware and software will transition to the Baytree CDD, at which time Contractor shall furnish CDD with a bill of sale for such hardware & software.

Invoicing: Contractor shall provide to CDD a weekly invoice listing the dates and times worked. Invoices will be paid according to Agreement terms.

Additional services: Contractor will provide additional services and recommendations at the request of The CDD or of an individual or individuals designated by the CDD. Additional pricing of such services will be set prior to start, submitted in writing, and approved by the CDD. Contractor will be required to attend CDD Board Meetings.

Any changes in duties or requirements shall be put in writing and approved prior to any such changes being implemented. The Scope of Services are not limited to the posted requirements and are subject to reasonable changes at any time.

Contractor's employees are prohibited from smoking while in uniform and on duty within the Baytree community of in the vicinity of the same.

3. **Independent Contractor.** Neither the Contractor nor any of the employees, agents, officers, directors, contractors or representatives of the Contractor shall be deemed employees of CDD or receive employee or other benefits from CDD.
4. **Fees.** CDD shall pay to the Contractor \$20.26 per hour (the "Standard Rate") for services provided pursuant to this Agreement, for each security officer provided by the Contractor. The CDD reserves the right to adjust the services and number of hours requested under this contract. CDD may request additional security officers at the Standard Rate by giving no less than 48 hours prior notice to the Contractor. CDD agrees to pay 20% above the Standard Rate for each security officer requested by CDD with less than 48 hours prior notice and who performs services hereunder within the 48 hour period; provided, however, such increased rate shall be payable only for the period of time services are provided within the 48 hour period, after which, the Standard Rate shall apply. CDD agrees to pay 50% above the Standard Rate (\$30.39 per hour) for each security officer requested by CDD to work on the following holidays or events: New Year's Eve Day, New Year's Day, Memorial Day, Easter Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and during times of a government declared state of natural and national emergencies.
5. **Sales Tax.** CDD is exempt from sales tax on this transaction.
6. **Reports: Invoices.** Contractor shall provide to CDD on a monthly basis a summary of hours of services provided, both regular and special, in a format acceptable to CDD. Contractor will invoice CDD on no more than a weekly basis. Invoices are due and payable within thirty (30) days of receipt. A late fee equal to 1.5% per month will apply for any invoices which are not timely paid. Payment shall be made by business or certified check.
7. **Termination.** This Agreement may be terminated by either party for any reason with thirty (30) days prior written notice ("Termination Without Cause"). Notwithstanding the foregoing, either party may terminate this Agreement effective immediately for breach, misconduct or other non-performance under the Agreement by the non-terminating party ("Termination With Cause").
 - a. *Termination Without Cause.* If this Agreement is Terminated Without Cause, Contractor shall, in CDD's sole discretion, continue providing services pursuant to this Agreement during the 30-day termination period, provided CDD continues paying for such services in accordance with the Agreement. However, if CDD elects not to have the Contractor continue providing services, CDD shall still be obligated to pay for the standard services which the Contractor would otherwise have provided during the 30-day termination period.
 - b. *Termination With Cause.* If this Agreement is Terminated With Cause by CDD, CDD shall not be required to pay any additional fees after the date and time of termination, and

shall also not be required to pay for any services provided by Contractor prior to such termination during the period of acts or omission giving rise to Termination With Cause.

8. **Standard of Performance.** All personnel provided by Contractor pursuant to this Agreement shall present themselves and perform the services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals, in accordance with any special instructions given by CDD and in compliance with all state, federal and local laws, rules and ordinances.
9. **Insurance and Bond Requirements.** Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to CDD of an adequate general liability insurance policy and indemnity bond with terms acceptable to CDD. "Adequate" for purposes of this section shall mean Commercial General Liability Insurance (\$1,000,000 each occurrence), and Workers Compensation Insurance as required by Florida Law, and Employers Liability Insurance (\$1,000,000 each occurrence). Evidence of compliance shall be in the form of a Certificate of Insurance. Contractor shall maintain such insurance and bonds throughout the term and any extended terms of this Agreement, at Contractor's sole cost and expense. The CDD shall be named as the additional named insured on all policies of liability insurance. Contractor shall pay for and maintain Workers Compensation Insurance per Florida Law Requirements. The contractor is obligated to notify the CDD of any lapse or termination of insurance coverage within twenty-four (24) hours.
10. **Indemnification.** Contractor shall indemnify, hold harmless and defend CDD, its officers, employees and agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, or loss or damage to property caused, directly or indirectly, by the actions, omissions, or negligence of the Contractor, its employees, agents, or officers.
11. **Non-competition.** CDD agrees not to offer employment nor employ any Contractor employee during the employee's tenure with the Contractor and for a period of one (1) year following the date of the employee's termination with the Contractor.
12. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect a party's enjoyment of any material benefit intended by this Agreement nor substantially increase the burden of either party under this Agreement, is found to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement will continue to be binding and enforceable.
13. **Waiver.** No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. A party's acceptance of any late or inadequate performance shall not constitute a waiver or forfeiture of that party's right to treat such performance as an event of default or to require timely and adequate performance in the future.
14. **Notice.** Any notices required by this Agreement shall be sent to the addresses noted in the preamble to this Agreement, or at such other address designated in writing by the party to receive notice. Notices shall be either (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be

deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U. S. Mail. Notices or communications to or from a party's attorney will be deemed to be to or from that party.

15. **Persons Bound.** If either party consists of more than one person or entity, all such persons and entities will be jointly and severally liable under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors. This Agreement is for the benefit only of the parties or their successors. No other person shall be entitled to rely hereon, receive any benefit here from or, enforce any provision of this Agreement against any party.
16. **Entire Agreement.** This Agreement embodies the entire understanding of the parties, and all negotiations, representations, warranties, and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by both parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
17. **Attorney Fees.** If either party initiates or is made a party to legal or other dispute resolution proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement, then, to the extent provided by Florida law, the non-prevailing party in those proceedings will pay the costs and attorney fees, including the costs and attorney fees of appellate proceedings incurred by the prevailing party.
18. **Survival.** All indemnities, covenants, warranties, rights and obligations set forth in this Agreement shall survive the termination of the Agreement.
19. **No Third Party Beneficiary.** Except for the rights of the parties hereto and their respective successors, legal representatives, and assigns, no person or entity has any rights or benefits under this Agreement, and no person or entity is a third party beneficiary of this Agreement.
20. **Venue.** Should any litigation or administrative proceedings arise out of this Agreement between the parties, venue shall be Brevard County, Florida.
21. **Public Records.**

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

22. Sovereign Immunity: Nothing herein shall be interpreted or confirmed as a waiver of the limitations of liability or immunities afforded the CDD pursuant to the doctrine of sovereign immunity, or Section 768.28 Florida Statutes, or other statutes or laws.

23. Compliance With E-Verify System:

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida*

Statutes. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[signatures are on the following page]

**SIGNATURE PAGE TO AGREEMENT FOR
SECURITY SERVICES**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

WITNESSES

Signed in the presence of:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

**DOTHAN SECURITY SERVICES (d/b/a DSI
Security)**

By: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of DOTHAN SECURITY, INC. d/b/a DSI SECURITY SERVICES. He/She is personally known to me or has produced _____ as identification.

Printed name:

WITNESSES

Sign in the presence of:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of Baytree Community Development District. He is personally known to me.

Printed name:

EXHIBIT A - SCOPE OF SERVICES

Scope of Services

1. Project Scope
 - 1.1 General Overview
 - 1.2 CDD Development
2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
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 - 2.5 Safety Program
 - 2.6 Facility Location
 - 2.7 Document Control and Data Maintenance
 - 2.8 Verification of Data
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3. Coordination
 - 3.1 General Coordination
 - 3.2 Contractor's Project Manager
4. Scheduled Operations
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 - 5.1 General
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1. PROJECT SCOPE

The Contractor shall provide security services for the Baytree Community Development District.

1.1 General Overview

Baytree Community Development District ("The District or Owner"), located in Brevard County, is a master planned unit development with amenities such as a community clubhouse, swimming pool, and tennis court. The development is located approximately one (1/2) mile east of Interstate 95 off of Wickham Rd.

1.2 Community Development Districts (CDD) Development

The District is an independent unit of local government created and established in accordance with Chapter 190, Florida Statutes (the "Act"). The Act was enacted in 1980 and provides a uniform method for the establishment of independent districts to manage and finance basic community development services.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services at the hours and days requested by the Owner. The Owner will designate where the contractor will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be marked and parked only in areas designated by the Owner.

2.2 Key Personnel

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

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

2.3 Personnel Dress Code

The Contractor shall provide and ensure that employees working under this Agreement shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any

reason, shall be strictly prohibited. Contractor personnel shall wear shirts and long pants/slacks at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees present within the Baytree community. The Contractor shall ensure that its employees that communicate and interact with the Baytree community and any other customer/party associated with the District are knowledgeable of the District, the Baytree Community, and the Services the Contractor is performing.

2.5 Safety Program

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

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

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

2.6 Facility Location

The Owner shall only provide guardhouses (existing) for the Contractor as part of this Scope of Services.

2.7 Document Control and Data Maintenance

2.7.1 Officer's Daily Log

The Contractor shall keep accurate records of all incidences that occur while on duty, documents received, and, if applicable, issued by this Contractor. A 'document log' shall be maintained during the work of this contract and throughout the term of the Agreement and shall be available to Owner upon request. The 'log' shall outline document titles and dates, the originator, received dates, and to/from information. This 'log' shall be updated daily and submitted to the Owner on a daily basis.

2.7.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Security plan after verification for compatibility and consistency of the information received with existing information.

2.7.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

2.8 Verification of Data

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

2.9 Ownership of Data

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

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

3. COORDINATION

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

3.1 General Coordination

The Contractor shall meet with the Owner on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule, and budget status and be scheduled by Owner at a mutually agreeable time at Baytree. The Contractor shall prepare the agenda for those meetings and submit it to the Owner at least two (2) working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a “need-to-know”. The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the CDD Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Agreement and the Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities within the Baytree community pursuant to this Agreement.

3.2 Contractor's Project Manager

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force under this Agreement and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services. Contractor may change its representative by providing notice to the Owner of the newly designated representative and contact information for such representative.

4. SCHEDULED OPERATIONS

4.1 Guard House Policies

The officers on duty shall staff the front guard house twenty four (24) hours a day, seven (7) days/nights a week and assist residents and guests that enter and leave the community and enforce the policies set forth by the Owner. The officers on duty shall

be responsible for recording all visitors names, type and color of guest vehicles that enter the community along with vehicle license plate numbers, and scanning all provided identification into the computer access system. Any incidents shall be reported in the daily officer's report. Contractor shall provide at its expense all dashboard tags distribute to the visitors. These tags shall bear the Baytree logo, the name, the type of visitor, and potential length of stay. These should be paper tags. Additionally, the Contractor is responsible for the replenishment of those tags as needed to complete the duties under this

4.1.1 Criminal Activities

If the contractor becomes aware of any criminal activities within the CDD property the contractor shall notify the Brevard County Sheriff's Department immediately and record the incident in the officer's daily log along with any reports from the sheriff's deputy.

4.1.2 Should the Contractor become aware of damage to the facilities within the area being serviced by the Contractor, the Contractor shall notify the Owner by adding the damages to the officer's daily log. Contractor should notify the owner by phone and if necessary contact the Brevard County Sheriff's office to file a report for damages.

4.1.3 Contractor is required to provide all cleaning supplies needed for the maintenance of the interior of the guardhouse.

4.2 Patrol Area

If requested by the Owner, Contractor shall provide a visible presence to deter any wrong doing. The principal areas include, but are not limited to the immediate area in and around the recreation center including the pool area, playground, pavilion and tennis courts, two guard houses and regular patrols throughout the community during the hours requested by the Owner. Contractor shall also provide an officer to supervise entry into the community at the two guard houses during the hours requested by the Owner.

5. ADMINISTRATION/OPERATIONS PROGRAM

The Contractor shall develop policies and procedures and implement an Administration, and Operation Program. That program shall include, but not be limited to, the following:

5.1 General

5.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the contractor's Services provided under this Agreement as generally outlined in this Scope of Services. This program shall implement security industry standard

practices. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard "8-½ x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

5.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

5.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.

- | | |
|------------------|--|
| • First draft | Six (6) bound copies, one (1) unbound copy |
| • Second draft | Six (6) bound copies, one (1) unbound copy |
| • Third draft | Six (6) bound copies, one (1) unbound copy |
| • Final document | Ten (6) bound copies, two (2) digital copies |
| • | |

5.2 Administration

5.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.

5.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.

5.2.3 Policies and procedures related to the Contractor's program for communications with the Baytree community relative operations and customer service.

- 5.2.4 Personnel policies and procedures related to the Contractor's personnel performing services on the Baytree site.

5.3 Operations

- 5.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 5.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.
- 5.3.4 Policies and procedures related to the Contractor's safety program The Administration and Operation Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

6. RESPONSE TIME

The Contractor shall provide services within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory and operating personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Should the Contractor fail to respond to a request for any services addressed in this Scope of Services within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

7. SOFT GATE

The Contractor understands that this is a "soft gate" community and agrees to familiarize itself with such policies necessary for the Owner to provide access to the public to the rights-of-way within the Baytree community.

END OF SCOPE OF SERVICES

SECTION 4

**FIRST AMENDMENT TO THE SERVICES AGREEMENT BY AND BETWEEN
GEKAAL ENTERPRISE, INC., d/b/a BEACH POOL SERVICE AND THE BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

This First Amendment to the Services Agreement is made and entered into as of the 1st day of October, 2021, by and between:

The **Baytree Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 E. Livingston Street, Orlando, FL 32801, ("District"), and

GEKAAL Enterprise, Inc. d/b/a Beach Pool Service a Florida corporation located in Indian Harbor Beach, Florida, with offices located at 135 Tomahawk Dr, Unit B-1, Indian Harbor Beach, FL 32937 ("Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses: and

WHEREAS, the District currently provides pool maintenance services within the District; and

WHEREAS, on October 1, 2019, the District and Contractor entered into the Service Agreement ("Agreement") with an effective date of October 1, 2019, attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, pursuant to Section 3 of the Agreement, "Term", the Agreement shall automatically be renewed for additional twelve (12) month periods, commiserate with the District's Fiscal Year and subject to appropriation of funds by the District's Board of Supervisors; and

WHEREAS, there will be an increase to the rates in Section 2, "Compensation" as of the Agreement for the period of October 1, 2021 through September 30, 2022, attached hereto and incorporated by reference herein as **Exhibit B**; and

WHEREAS, each of the parties hereto has the authority to execute this Extension and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Extension so that this Extension constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

Section 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

Section 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

Date: _____, 2021

ATTEST:

GEKAAL ENTERPRISE, INC.

Printed Name: _____

Printed Name: _____

Date: _____, 2021

Exhibit A: Services Agreement (Dated October 1, 2019)

Exhibit B: Section 2.0: Compensation

Exhibit B –Section 2.0: Compensation

2.1. District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to addition and deletions. District shall make monthly payments to Contractor in accordance with the following schedule:

Monthly Price for Services to the Pool

| | |
|--|--------------------|
| Three (3) days per week from September through May | \$687.50 per month |
| Five (5) days per week from June through August | \$880.00 per month |

BEACH POOL SERVICE
137 TOMAHAWK DRIVE SUITE #8
INDIAN HARBOR BEACH, FL 32937
(321) 777- 7665

BAYTREE COMMUNITY DEVELOPMENT
C/O GOVERNMENTAL MANAGEMENT SERVICES
6200 LEE VISTA BLVD SUITE 300
ORLANDO, FL 32822

JANUARY 1, 2022

SWIMMING POOL SERVICE CONTRACT

1. SERVICE

Service will be performed for swimming pool only.. Service includes: cleaning tile, brushing pool, vacuuming when needed, emptying skimmer basket, cleaning the filter, checking water balance, and adding chemicals as needed.

Winter Schedule is September through May
Three days per week
\$687.50 per month

Summer Schedule is June through August
Five days per week
\$880.00 per month

Holiday Schedule:
There will be no service offered on Thanksgiving Day, Christmas Day, and New Years day. Normal service will resume the following day.
Federal holidays (not listed above) will be treated as chemical only service days.

2. REPAIRS, PARTS, AND SERVICE CALLS

Association or Management Company authorization will be required for all repairs, and are billed separately from monthly service. Estimates for repairs will be submitted via email and scheduled after approval. In the case of an emergency repair, verbal authorization may be required. Repairs are billed at a rate of \$110.00 per hour for labor, plus the cost of materials used.

Service calls made during business hours are billed at a rate of \$110.00 per hour, with a minimum of \$110.00

After hours service calls and emergency service calls are billed at a rate of \$220.00 per hour, with a minimum of \$220.00

BEACH POOL SERVICE
137 TOMAHAWK DRIVE SUITE #8
INDIAN HARBOR BEACH, FL 32937
(321) 777- 7665

Pool equipment required by the health department will be maintained and replaced as needed. This includes, but is not limited to:

Test Kits
Life Rings and Rope
Pool Rules Signs
Pool floats and rope

3. CONTRACTS AND CANCELLATION

Contracts will be renewed on a yearly basis, and all contracts are subject to a rate increase.

A written 30 day notice is required by both parties to cancel service. Monthly service will be prorated based on cancellation date.

3. EXCEPTIONS

Service will be provided as stated above, with exception for unsafe working conditions such as: lightening, rain, thunder storms, construction, etc. In the event of inclement weather or unsafe conditions, pool water will be tested for chemical balance only on that day. Regular service will resume when conditions allow.

We hereby propose to furnish labor and materials- complete in accordance with the above specifications. Payment must be received by BEACH POOL SERVICE on or before the 10th day of the month of service.

Payment should be mailed to:

BEACH POOL SERVICE
137 TOMAHAWK DRIVE SUITE #8
INDIAN HARBOR BEACH, FL 32937

This contract is subject to acceptance by both undersigned parties, and will remain in effect for ONE YEAR from the date of contract. Contracts are to be renewed annually, and are subject to rate change.

BEACH POOL SERVICE:

BAYTREE COMMUNITY DEVELOPMENT

DATE : _____

DATE: _____

SIGN:: _____

SIGN: _____

PRINT: Katie Luszczyk- Vice President

PRINT: _____

SECTION B

From: Richard Bosseler <rbosseler@gmail.com>
Subject: Fwd: Baytree Play and Fitness
Date: August 22, 2021 at 5:47 PM
To: Jason Showe <jshowe@gmscfl.com>



Jason, this is the reply from Paul Bickham that I wanted to share with the Board.

Thanks,

Richard

Sent from my iPad

Begin forwarded message:

From: Paul Bickham <PBickham@arcflorida.com>
Date: August 18, 2021 at 3:26:01 PM EDT
To: Richard Bosseler <rbosseler@gmail.com>
Subject: RE: Baytree Play and Fitness

Here's what I know and how I feel -

The first guy poorly quoted the project. For example. I had to add 21 more borders for a total of 49 borders. You will need 23 borders for the dome and 26 borders for the swing as noted on the quote. I included filter fabric. The fabric provides a weed barrier so that weeds don't grow thru the mulch. I also had to add a suppliers material surcharge. The big increase was on the installation quote. I decided to go with a finished grade border system. I believe I shared this with you in our last meeting. The finish grade will require 6" of excavation and backfilling of the border system. The excavation will need a dumpster for the disposal of the unused spoils from the excavation. If we need to come down on price. We can remove the finish grade border system. Its more of a polished look and feel then a necessity. The playground will still function without it.

From: Richard Bosseler <rbosseler@gmail.com>
Sent: Tuesday, August 17, 2021 4:56 PM
To: Paul Bickham <PBickham@arcflorida.com>
Subject: Re: Baytree Play and Fitness

Hi Paul, I need to better understand why our project went from \$22,083 to \$32,896. The quote that I received from Seamus on 4/20/21 may have been a little understated as it appears he missed a couple of items. Also, I know the commodities surcharge added \$1169 to the project. I know the Board will ask me as well.

Can we meet anytime soon?

Thanks,

Richard

Sent from my iPad

On Aug 13, 2021, at 2:55 PM, Paul Bickham <PBickham@arcflorida.com> wrote:



Advanced Recreational Concepts, LLC

3125 Skyway Circle
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
8207 National Drive
Melbourne, FL 32940

Date 8/13/2021
Quotation # 23443
Prepared By Seamus Rowe
Payment Terms Net 30
Prices Valid Until 9/12/2021
Project Name Swings & freesstanding
Customer Phone 3214318512
County Brevard

| Product ID | Description | Qty | U/M | Price | Total |
|--------------|--|-------|-----|----------|-----------|
| | PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 21338 | | | | 0.00 |
| | >>>> PLAYCRAFT <<<<<<< | | | | 0.00 |
| !-2181-7-2B | Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B) | 1 | | 1,560.99 | 1,560.99T |
| !-1905 | Playcraft Systems PC 1905 Thunder Dome | 1 | | 7,462.00 | 7,462.00T |
| eght | Freight | 1 | | 2,380.00 | 2,380.00 |
| | Florida Signed and Sealed Drawings (3 Sets) | 1 | | 1,000.00 | 1,000.00 |
| | CALCULATIONS provided. Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace. (effective Date 7/12/2021) | | | 1,169.00 | 1,169.00T |
| | >>>> WOOD MULCH AND FILTER FABRIC <<<< | | | | |
| | Filter Fabric - Delivery and Installation: 1718 Sq.Ft. (incl. 25% for overlap) @ \$0.47 per Sq.Ft. | 1,718 | | 0.47 | 807.46T |
| ood Mulch | Supply and delivery of ADA Wood Mulch: 52 cu. yd. for coverage area of 1288 sq.ft. at a depth of 12 inches | 1 | | 2,418.00 | 2,418.00T |
| | Freight | 1 | | 190.00 | 190.00 |
| | >>>> BORDERS <<<<<<< | | | | 0.00 |
| 'S-Border12" | 12" APS Playground Border | 49 | ea | 39.95 | 1,957.55T |
| | - 23 Dome Area - 26 Swing Area | | | | |
| ipping | Shipping and Handling via Common Carrier | 1 | | 585.00 | 585.00 |

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

Subtotal \$19,530.00
Sales Tax (0.0%) \$0.00
Total \$19,530.00

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.



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

Date: 8/13/2021

PROPOSAL

Proposal # 21338

Payment Terms: Net 30

Customer Phone: 3214318512

Customer Fax:

Organization: Baytree HOA
8207 National Dr
Melbourne, FL 32940

Proposal Valid Until: 9/12/2021

Project: Swings & freestanding
Baytree Golf
Ship To: 8207 National Drive
Melbourne, FL 32940

Prepared for: R. Bosseler

Sales Rep SR

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 23442

Excavation of 1288 Sqft at a 6" Depth.
Backfill Borders.

TOTAL: \$3,851.12

INSTALLATION OF :

- Playcraft Systems - PC 2181-7 7FT Single Post Swing (2B)
- Playcraft Systems PC 1905 Thunder Dome
- Seventy - Four (49) Borders
Price includes Concrete for Footers and Removal of Site Spoils (24 CuYds)

TOTAL: \$6,975.00

INSTALLATION OF : Supply and delivery of ADA Wood Mulch: 52 cu. yd. for coverage area of 1288 sq.ft. at a depth of 12 inches

TOTAL: \$1,040.00

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: \$1,500.00

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

Subtotal

Sales Tax (0.00)

TOTAL

Signature:

Print Name/Title: _____

Date _____ P.O. # _____

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

Date: 8/13/2021

PROPOSAL

Proposal # 21338

Payment Terms: Net 30

Customer Phone: 3214318512

Customer Fax:

Organization: Baytree HOA
8207 National Dr
Melbourne, FL 32940

Proposal Valid Until: 9/12/2021

Project: Swings & freestanding
Baytree Golf
Ship To: 8207 National Drive
Melbourne, FL 32940

Prepared for: R. Bosseler

Sales Rep: SR

DESCRIPTION

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.

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 \$13,366.12

Sales Tax (0.00) \$0.00

TOTAL \$13,366.12

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 limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ ... Print Name/Title: _____ Date: _____ P.O. # _____

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

SECTION C

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE BAYTREE COMMUNITY DEVELOPMENT
DISTRICT APPROVING AMENDEDMENTS TO THE
GENERAL FUND BUDGET FOR FISCAL YEAR 2021 AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2020-03 the Baytree Community Development District Board of Supervisors (the "Board") adopted a General Fund, Budget for Fiscal Year 2021; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2021.

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

1. The General Fund Budget for Fiscal Year 2021 is hereby amended and restated as set forth on the Fiscal Year 2021 Budget attached hereto as **"Exhibit A"**.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 6th DAY OF OCTOBER, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE
BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Baytree

Community Development District



Amended Budget

FY 2021

Presented by:



Table of Contents

General Fund

Page 1-2

Baytree
Community Development District
Amended Budget FY 2021
General Fund

| Description | Adopted Budget FY2021 | Increase / (Decrease) | Amended Budget FY2021 | Projected FY2021 |
|-------------|-----------------------------|--------------------------|-----------------------------|---------------------|
|-------------|-----------------------------|--------------------------|-----------------------------|---------------------|

Revenues

| | | | | |
|---|------------------|-----------------|------------------|--------------------|
| Maintenance Assessments | \$853,142 | \$0 | \$853,142 | \$855,971 |
| Miscellaneous Income (IOB Cost Share Agreement) | \$42,299 | \$9,005 | \$51,304 | \$51,304 |
| Miscellaneous Income | \$8,000 | \$2,000 | \$10,000 | \$9,755 |
| Beginning Fund Balance | \$0 | \$15,409 | \$15,409 | \$99,678 |
| Total Revenues | \$903,441 | \$26,414 | \$929,855 | \$1,016,708 |

Expenditures

Administrative

| | | | | |
|--------------------------------|------------------|-----------------|------------------|------------------|
| Supervisor Fees | \$8,000 | \$2,401 | \$10,400 | \$10,400 |
| FICA Expense | \$612 | \$184 | \$796 | \$796 |
| Engineering | \$30,000 | \$0 | \$30,000 | \$25,170 |
| Assessment Administration | \$7,500 | \$0 | \$7,500 | \$7,500 |
| Attorney Fees | \$17,750 | \$7,250 | \$25,000 | \$25,858 |
| Annual Audit | \$3,185 | \$0 | \$3,185 | \$3,185 |
| Management Fees | \$42,166 | \$0 | \$42,166 | \$42,166 |
| Information Technology | \$2,800 | \$0 | \$2,800 | \$2,810 |
| Telephone | \$150 | \$0 | \$150 | \$95 |
| Postage | \$1,500 | \$0 | \$1,500 | \$1,165 |
| Insurance | \$15,100 | \$1,547 | \$16,647 | \$16,647 |
| Tax Collector Fee | \$13,980 | \$3,167 | \$17,147 | \$17,147 |
| Printing & Binding | \$1,700 | \$0 | \$1,700 | \$868 |
| Legal Advertising | \$1,200 | \$2,800 | \$4,000 | \$3,681 |
| Other Current Charges | \$1,500 | \$0 | \$1,500 | \$1,527 |
| Office Supplies | \$200 | \$0 | \$200 | \$208 |
| Property Taxes | \$250 | \$0 | \$250 | \$253 |
| Property Appraiser | \$234 | \$0 | \$234 | \$234 |
| Dues, Licenses & Subscriptions | \$175 | \$0 | \$175 | \$175 |
| Administrative Expenses | \$148,002 | \$17,348 | \$165,350 | \$159,884 |

Baytree
Community Development District
Amended Budget FY 2021
General Fund

| Description | Adopted Budget FY2021 | Increase / (Decrease) | Amended Budget FY2021 | Projected FY2021 |
|--|-----------------------------|--------------------------|-----------------------------|---------------------|
| <u>Operation and Maintenance</u> | | | | |
| Security Contract | \$179,666 | \$0 | \$179,666 | \$178,420 |
| Gate Maintenance Contract | \$1,200 | \$0 | \$1,200 | \$1,200 |
| Maintenance - Gatehouse | \$9,500 | \$2,500 | \$12,000 | \$10,892 |
| Telephone/Internet - Gatehouse/Pool | \$14,500 | \$3,500 | \$18,000 | \$17,735 |
| Transponders | \$5,000 | \$5,500 | \$10,500 | \$10,579 |
| Field Management Fees | \$28,684 | \$0 | \$28,684 | \$28,684 |
| Electric | \$50,000 | \$0 | \$50,000 | \$48,614 |
| Water & Sewer | \$11,500 | \$0 | \$11,500 | \$8,706 |
| Gas | \$7,800 | \$0 | \$7,800 | \$5,765 |
| Trash Removal | \$404 | \$173 | \$577 | \$577 |
| Maintenance - Lakes | \$33,360 | \$420 | \$33,780 | \$33,780 |
| Maintenance - Landscape Contract | \$93,000 | \$0 | \$93,000 | \$93,000 |
| Maintenance - Additional Landscape | \$15,000 | \$8,000 | \$23,000 | \$22,702 |
| Maintenance - Pool | \$17,000 | \$2,000 | \$19,000 | \$19,217 |
| Maintenance - Irrigation | \$10,000 | \$0 | \$10,000 | \$5,568 |
| Maintenance - Lighting | \$9,000 | \$0 | \$9,000 | \$5,269 |
| Maintenance - Monuments | \$5,000 | \$0 | \$5,000 | \$4,422 |
| Maintenance - Fountain | \$700 | \$800 | \$1,500 | \$1,300 |
| Maintenance - Other Field (R&M General) | \$4,000 | \$14,000 | \$18,000 | \$17,096 |
| Maintenance - Recreation | \$1,500 | \$1,500 | \$3,000 | \$2,916 |
| Holiday Landscape Lighting | \$10,000 | \$0 | \$10,000 | \$9,492 |
| Operating Supplies | \$750 | \$750 | \$1,500 | \$1,553 |
| Sidewalk/Curb Cleaning | \$11,000 | \$0 | \$11,000 | \$9,442 |
| Miscellaneous | \$1,000 | \$0 | \$1,000 | \$1,000 |
| O&M Expenses | \$519,565 | \$39,143 | \$558,708 | \$537,930 |
| <u>Reserves</u> | | | | |
| Transfer Out - Capital Projects- Paving - Baytree | \$75,370 | \$0 | \$75,370 | \$75,370 |
| Transfer Out - Capital Projects - Paving - IOB Funds | \$24,630 | \$0 | \$24,630 | \$24,630 |
| Transfer Out - Capital Projects - Reserves | \$60,531 | \$0 | \$60,531 | \$60,531 |
| Transfer Out - Community Beautification Fund | \$45,265 | \$0 | \$45,265 | \$45,265 |
| Transfer Out - Rebalance First Quarter Operating | \$30,078 | (\$30,078) | \$0 | \$0 |
| Reserves | \$235,874 | (\$30,078) | \$205,796 | \$205,796 |
| Total Expenses | \$903,441 | \$26,414 | \$929,855 | \$903,609 |
| Excess Revenues/(Expenditures) | (\$0) | \$0 | \$0 | \$113,099 |

SECTION D



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 10, 2021

Baytree Community Development District
Governmental Management Services
219 E Livingston Street
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Baytree Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



Baytree Community Development District
September 10, 2021
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Baytree Community Development District
September 10, 2021
Page 3

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

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

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

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

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Baytree Community Development District
September 10, 2021
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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

Reporting

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

Records and Assistance

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

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

Other Relevant Information

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

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



Baytree Community Development District
September 10, 2021
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$3,265, unless the scope of the engagement is changed, the assistance which Baytree Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Baytree Community Development District
September 10, 2021
Page 6

Information Security – Miscellaneous Terms

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

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

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

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



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

Baytree Community Development District
September 10, 2021
Page 7

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

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

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

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA, (813) 788-2155 jrb@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BAYTREE COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 10, 2021)**

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

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

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

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

**GMS-CF, LLC
219 E LIVINGSTON STREET
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSNF.COM**

Auditor: J.W. Gaines

District: Baytree CDD

By:  _____

By: _____

Title: Director

Title: _____

Date: September 10, 2021

Date: _____

SECTION VI

SECTION A

| Item # | Action Item | Assigned To: | Status | Date Added | Estimated Start | Estimated Completion | Comments/Estimated Completion |
|--------|------------------------------------|------------------|----------------|------------|-----------------|----------------------|---|
| 1 | 2021 Lake Bank Repair | Viasalyers | Expected 11/21 | 1/7/21 | 11/1/21 | | Vendor estimates November of 2021 |
| 2 | Recreation Area Improvements | Showe/Viasalyers | Ongoing | 7/9/20 | | | Bringing Final Proposal |
| 3 | Beatification Fund Plans for FY 21 | Viasalyers | Ongoing | 7/9/20 | | | Expected to Make Rear Gate Landscaping Improvements |

SECTION B

SECTION 2

Baytree Community Development District

219 E Livingston St, Orlando Florida 32801

Memorandum

DATE: October 6th, 2021

TO: Jason Showe
District Manager

via email

FROM: William Viasalyers
Field Services Manager

RE: Baytree CDD Monthly Managers Report – October 6th, 2021

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

Lakes:

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

Landscaping:

1. Staff continues to meet with Tropic Care every other week to do landscape inspections.
2. Tropiccare working on replacing several common areas throughout the community with new turf
3. Tropiccare working on getting palm trees trimmed
4. Tropiccare warrantied several trees and shrubs in common areas

Pool:

1. The pool area is being maintained with no current issues
2. Staff worked with pool vendor to have have underwater lights completed

Other:

1. Staff working on having a couple areas on both guardhouses painted
2. Pool fence painting proposal discussion
3. Staff working with FPL to get entrance light issue corrected
4. Oak tree removal update
5. Staff replaced fan in guard shack
6. Guard shack window tint proposal discussion
7. Audio Visual sign update

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

Respectfully,

William Viasalyers

Window
Tinting



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3M

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HunterDouglas

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Certified Installer

| | | | | |
|----------------------------|----------------|---|----------------------|-----------|
| Name | Baytree CDD | | Date | 9-23-2021 |
| Street Address | City | State | ZIP | |
| Community | | | Sales Center | |
| Phone # | Email | | | |
| How did you hear about us? | Aide Customer | Estimate Prepared By | Russell | |
| Project Name | Baytree: Guard | Contact Name | William 407-451-4047 | |
| Shade Sec. Film | | <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial | | |

| Location | Orientation | W | Size | H | Qty | Total | Recommended Product | Total Price |
|---|-------------|------------|------|---|-----|------------------------------------|------------------------------------|------------------------|
| East Sliders | E | [Redacted] | | | | | 3M S20 Silver (Security) | 500 |
| West Sliders | W | | | | | 3M Ultra 5800 or 3M Ultra Prestige | 570 | |
| Front Lg. | N | | | | | ↓ | 380 | |
| Front Sides | N | | | | | ↓ | 300 | |
| | | | | | | - Double Pane sliders - | | |
| | | | | | | | 1750 | |
| | | | | | | Availability of current 3M | | |
| | | | | | | Ultra series security products | | |
| | | | | | | limited but I believe we | | |
| | | | | | | can get all of this. | | |
| Special Notes / Equipment Needed Film Form | | | | | | | Ladder Required: 4' 8' 11' 14' Ext | Sub Total |
| | | | | | | | | Tax |
| | | | | | | | | TOTAL |
| | | | | | | | | DEPOSIT |
| | | | | | | | | Balance |
| Technician Signature | | | | | | | Date | Date & Time of Install |

I hereby authorize you to proceed with the above work at the agreed upon price. ☒

It is understood that all prices given in this quote are in effect for 30 days. JAG promises to deliver quality materials in a timely and professional manner in conjunction with the prices reflected on this quote. Furthermore, the deposit given above is for custom ordered material and is non-refundable since JAG places the custom order or cuts 3M film specific to the job. Final Payment is expected upon completion, a late fee of 1.5% will be applied after 30 days. The customer is responsible for any back balance collection fees. JAG is committed to doing business BETTER than any other business and we look forward to serving you! - James

Thank you!

SECTION VII

SECTION A

Baytree

Community Development District

Summary of Check Register

July 28th, 2021 to September 28th, 2021

| Fund | Date | Check No.'s | Amount |
|-------------------------------|----------------------|-------------|----------------------|
| General Fund - Sun Trust | 7/30/21 | 218 - 223 | \$ 20,541.98 |
| | 8/5/21 | 224 - 229 | \$ 11,549.66 |
| | 8/19/21 | 230 - 236 | \$ 26,791.19 |
| | 8/25/21 | 237 - 240 | \$ 8,605.48 |
| | 9/1/21 | 241 - 242 | \$ 1,233.12 |
| | 9/2/21 | 243 | \$ 203.07 |
| | 9/7/21 | 244 - 245 | \$ 4,091.18 |
| | 9/14/21 | 246 - 249 | \$ 15,061.27 |
| | 9/15/21 | 250 | \$ 228.94 |
| | 9/23/21 | 251 - 253 | \$ 4,065.15 |
| | | | <hr/> |
| | | | \$ 92,371.04 |
| Capital Projects Fund | 7/30/21 | 119 | \$ 6,120.00 |
| | 8/19/21 | 120 | \$ 4,950.00 |
| | | | <hr/> |
| | | | \$ 11,070.00 |
| Pavement Management Fund | 9/23/21 | 16 | \$ 20,585.00 |
| | | | <hr/> |
| | | | \$ 20,585.00 |
| Community Beautification Fund | 8/25/21 | 47 - 49 | \$ 5,150.00 |
| | 9/16/21 | 50 | \$ 5,900.00 |
| | | | <hr/> |
| | | | \$ 11,050.00 |
| Payroll | <u>August 2021</u> | | |
| | Carolyn E. Witcher | 50520 | \$ 184.70 |
| | Gilbert M. Mills Jr. | 50521 | \$ 184.70 |
| | Jerome S. Darby | 50522 | \$ 184.70 |
| | Richard C Bosseler | 50523 | \$ 184.70 |
| | Richard L. Brown | 50524 | \$ 184.70 |
| | | | <hr/> |
| | | | \$ 923.50 |
| | | | <hr/> |
| | | | \$ 135,999.54 |

AP300R
*** CHECK DATES 07/28/2021 - 09/28/2021 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/28/21 PAGE 1
BAYTREE GENERAL FUND
BANK F BAYTREE CDD-GF SUN

| CHECK DATE | VEND# | INVOICE DATE | INVOICE YRMO | DPT ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|------------|-------|--------------|-----------------|-----------|---------------------------|----------|---------------------------------|--------|----------|---------------------------|
| 7/30/21 | 00004 | 6/30/21 | 169698 | 202106 | 310-51300-31500 | | GENERAL COUNSEL JUNE 21 | * | 2,497.50 | 2,497.50 000218 |
| 7/30/21 | 00224 | 7/19/21 | 1984637 | 202106 | 310-51300-31100 | | GEN ENGINEER SVC 6/21 | * | 2,130.00 | 2,130.00 000219 |
| 7/30/21 | 00200 | 7/21/21 | 1800972 | 202107 | 320-53800-34500 | | SECURITY 7/15/21-7/21/21 | * | 3,403.68 | 3,403.68 000220 |
| 7/30/21 | 00039 | 7/20/21 | 402570 | 202107 | 320-53800-41100 | | PEST CONTROL JULY 21 | * | 60.00 | 60.00 000221 |
| 7/30/21 | 00021 | 7/01/21 | 410 | 202107 | 320-53800-34000 | | FILED MANAGEMENT JULY21 | * | 2,390.33 | 2,390.33 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | ULINE SHIP SUPPLIES | | | * | 842.98 | 842.98 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | GLOBAL INDUSTRIAL | | | * | 274.71 | 274.71 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | THE HOME DEPOT | | | * | 23.49 | 23.49 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | AMAZON | | | * | 35.40 | 35.40 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | PALM CASUAL FURNITURE | | | * | 698.00 | 698.00 |
| 7/01/21 | 410 | 202107 | 320-53800-49000 | | GLOBAL INDUSTRIAL | | | * | 26.89 | 26.89 |
| 7/30/21 | 00016 | 7/05/21 | 43887 | 202107 | 320-53800-47300 | | MONTHLY LAWN SVC JULY 21 | * | 7,750.00 | 7,750.00 |
| 7/07/21 | 43948 | 202107 | 320-53800-47400 | | IRRIGATION REPAIR JULY 21 | | | * | 409.00 | 409.00 |
| 8/05/21 | 00047 | 7/16/21 | S230936 | 202107 | 320-53800-41100 | | GATE MAINTENANCE JULY21 | * | 403.18 | 403.18 |
| 8/05/21 | 00193 | 8/01/21 | 15800255 | 202108 | 320-53800-46200 | | COMM CLEANING SVC AUG21 | * | 431.00 | 431.00 |
| 8/05/21 | 00023 | 8/01/21 | 15800255 | 202108 | 320-53800-46200 | | ACCESS CONTROL TECHNOLOGIES | * | 403.18 | 403.18 |
| 8/05/21 | 00025 | 8/01/21 | 15800255 | 202108 | 320-53800-46200 | | COVERALL NORTH AMERICA, INC DBA | * | 431.00 | 431.00 |

BAYT --BAYTREE-- MBYINGTON

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO... | YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|------------|-------|--------------|---------------------------|---------------------------|--------|-----|-------|--------|----------|---------------------------------------|--------|----------|---------------------------|
| 8/05/21 | 00200 | 7/14/21 | 1800961 | SECURITY 7/8/21 - 7/14/21 | 202107 | 320 | 53800 | -34500 | | DOTHAN SECURITY INC | * | 3,403.68 | |
| 7/28/21 | | 1800987 | SECURITY 7/22/21-7/28/21 | | 202107 | 320 | 53800 | -34500 | | | * | 3,403.68 | |
| 8/05/21 | 00039 | 5/18/21 | 398632 | NATURAL AREAS MGMT MAY 21 | 202105 | 320 | 53800 | -47000 | | | * | 550.00 | 6,807.36 000226 |
| 6/04/21 | | 399214 | AQUATIC WEED CONTR JUNE21 | | 202106 | 320 | 53800 | -47000 | | | * | 2,540.00 | |
| 7/28/21 | | 400896 | NATURAL AREAS MGMT JULY21 | | 202107 | 320 | 53800 | -47000 | | | * | 550.00 | |
| 8/05/21 | 00021 | 6/30/21 | 411 | TENNIS COURT NETS | 202106 | 320 | 53800 | -51300 | | | * | 220.00 | 3,640.00 000227 |
| 8/05/21 | 00225 | 7/23/21 | 9950239-96 | GALLON TOTER AUG21 | 202108 | 320 | 53800 | -43300 | | GOVERNMENTAL MANAGEMENT SERVICES | * | 48.12 | 220.00 000228 |
| 8/19/21 | 00004 | 7/31/21 | 170117 | LEGAL SERVICES JULY21 | 202107 | 310 | 51300 | -31500 | | WASTE MANAGEMENT CORPORATE SERVICES | * | 1,575.00 | 48.12 000229 |
| 8/19/21 | 00200 | 8/04/21 | 1801051 | SECURITY 7/29/21 - 8/4/21 | 202108 | 320 | 53800 | -34500 | | BILLING, COCHRAN, LYLES, MAURO&RAMSEY | * | 3,403.68 | 1,575.00 000230 |
| 8/11/21 | | 1801065 | SECURITY 8/5/21 - 8/11/21 | | 202108 | 320 | 53800 | -34500 | | | * | 3,403.68 | |
| 8/19/21 | 00039 | 8/06/21 | 403086 | AQUATIC WEED CONTRO AUG21 | 202108 | 320 | 53800 | -47000 | | DOTHAN SECURITY INC | * | 2,540.00 | 6,807.36 000231 |
| 8/19/21 | 00123 | 6/22/21 | W24489 | REPLACED PVC JB AND LAMP | 202106 | 320 | 53800 | -47500 | | ECOR INDUSTRIES | * | 1,264.57 | 2,540.00 000232 |
| 8/19/21 | 00061 | 8/10/21 | 32789 | BLUE RPM'S | 202108 | 320 | 53800 | -49000 | | EAU GALLIE ELECTRIC INC. | * | 120.00 | 1,264.57 000233 |
| 8/19/21 | 00021 | 8/01/21 | 412 | MANAGEMENT FEES AUGUST21 | 202108 | 310 | 51300 | -34000 | | FAUSNIGHT STRIPE & LINE INC | * | 3,513.83 | 120.00 000234 |

AP300R

AP300R
*** CHECK DATES 07/28/2021 - 09/28/2021 ***
YEAR-

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
21 ***
BAYTREE GENERAL FUND

RUN 9/28/21

PAGE 3

ACCOUNTS PAYABLE PREPAID
BAYTREE GENERAL FUND
BANK F BAYTREE CDD-GF SUN

[illegible]

AP300R
*** CHECK DATES 07/28/2021 - 09/28/2021 ***
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
BAYTREE GENERAL FUND
BANK F BAYTREE CDD-GF SUN

PAGE 4

| CHECK DATE | VEND# |INVOICE..... | DATE | INVOICE | YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|------------|-------|-------------------|--------|-----------------|------|-----|-------|-----|----------|--------------------------|--------|----------|----------------------------|
| 9/07/21 | 00019 | 8/01/21 4646 | 202108 | 320-53800-46200 | | | | | | BEACH POOL SERVICE | * | 687.50 | 687.50 000244 |
| 9/07/21 | 00200 | 8/25/21 1801090 | 202108 | 320-53800-34500 | | | | | | DOTHAN SECURITY INC | * | 3,403.68 | 3,403.68 000245 |
| 9/14/21 | 00019 | 8/03/21 11392 | 202108 | 320-53800-46200 | | | | | | LIFE RING/60FT LIFE ROPE | * | 87.00 | |
| | | 9/01/21 4791 | 202109 | 320-53800-46200 | | | | | | POOL MAINTENANCE SEP 21 | * | 687.50 | |
| 9/14/21 | 00193 | 9/01/21 15800262 | 202109 | 320-53800-46200 | | | | | | COMM CLEANING SVC SEP 21 | * | 431.00 | 774.50 000246 |
| | | 9/01/21 1801154 | 202108 | 320-53800-34500 | | | | | | SECURITY 8/26/21-9/1/21 | * | 3,403.68 | 431.00 000247 |
| | | 9/08/21 1801169 | 202109 | 320-53800-34500 | | | | | | SECURITY 9/2/21-9/8/21 | * | 3,646.80 | |
| 9/14/21 | 00021 | 9/01/21 414 | 202109 | 310-51300-34000 | | | | | | MANAGEMENT FEES SEP 21 | * | 3,513.83 | 7,050.48 000248 |
| | | 9/01/21 414 | 202109 | 310-51300-35100 | | | | | | INFORMATION TEC SEP 21 | * | 233.33 | |
| | | 9/01/21 414 | 202109 | 310-51300-51000 | | | | | | OFFICE SUPPLIES | * | .93 | |
| | | 9/01/21 414 | 202109 | 310-51300-42000 | | | | | | POSTAGE | * | 151.92 | |
| | | 9/01/21 414 | 202109 | 310-51300-42500 | | | | | | COPIES | * | 5.10 | |
| | | 9/01/21 415 | 202109 | 320-53800-34000 | | | | | | FIELD MANAGEMENT SEP 21 | * | 2,390.33 | |
| | | 9/01/21 415 | 202109 | 320-53800-49000 | | | | | | DAYTONA BOLT | * | 509.85 | |
| 9/15/21 | 00237 | 7/08/21 9072891A | 202107 | 310-51300-42000 | | | | | | POSTAGE-MAILED NOTICE | * | 228.94 | 6,805.29 000249 |
| 9/23/21 | 00224 | 9/15/21 2011680 | 202108 | 310-51300-31100 | | | | | | GNR ENGINEERING SVC 8/21 | * | 1,530.00 | 228.94 000250 |
| | | | | | | | | | | DEWBERRY ENGINEERS, INC | | | 1,530.00 000251 |

BAYT --BAYTREE-- MBYINGTON

BAYTREE GENERAL FUND
 BANK F BAYTREE CDD-GF SUN

| CHECK DATE | VEND# |INVOICE..... | DATE | INVOICE | YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|------------|-------|-------------------|----------|---------|-----------|--------|-------|-----|----------|-----------------------------|--------|-----------|-----------------------------|
| 9/23/21 | 00053 | 7/07/21 | 2163-510 | 202107 | 320-53800 | -49000 | | | | BOARD WITH PRINT | * | 89.21 | |
| | | 7/19/21 | 2163-509 | 202108 | 320-53800 | -49000 | | | | ALUMINUM STRIPS INSTALLED | * | 1,610.88 | |
| | | 7/20/21 | 2163-514 | 202108 | 320-53800 | -49000 | | | | DESIGN& & PRINT DECAL | * | 23.73 | |
| | | 9/21/21 | 2163-485 | 202109 | 320-53800 | -49000 | | | | PRODUCE 16" ROUND PLAQUES | * | 411.33 | |
| | | | | | | | | | | FASTSIGNS | | | |
| | | | | | | | | | | | | | 2,135.15 000252 |
| 9/23/21 | 00196 | 9/01/21 | 05964 | 202109 | 320-53800 | -41100 | | | | AUDIO MICROPHONE | * | 400.00 | |
| | | | | | | | | | | MODERN SECURITY SYSTEMS LLC | | | |
| | | | | | | | | | | | | | 400.00 000253 |
| | | | | | | | | | | TOTAL FOR BANK F | | 92,371.04 | |
| | | | | | | | | | | TOTAL FOR REGISTER | | 92,371.04 | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE YRMO | EXPENSED TO DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|------------|-------|--------------|--------------|-----------------|-----------------|-----|----------|------------------------------|--------|----------|---------------------------|
| 7/30/21 | 00005 | 7/06/21 | 43947 | 202107 | 600-53800-46400 | | | CAPITAL DRAINAGE JULY 21 | * | 6,120.00 | |
| | | | | | | | | TROPIC-CARE OF FLORIDA, INC. | | | 6,120.00 000119 |
| 8/19/21 | 00005 | 7/28/21 | 43990 | 202107 | 600-53800-46700 | | | TREE REMOVAL N GRINDING | * | 4,950.00 | |
| | | | | | | | | TROPIC-CARE OF FLORIDA, INC. | | | 4,950.00 000120 |

TOTAL FOR BANK B 11,070.00

TOTAL FOR REGISTER 11,070.00

BAYT --BAYTREE-- MBYINGTON

| CHECK DATE | VEND# |INVOICE DATE |INVOICE | YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|--------------------------|-------|-------------------|--------------|--------|-----|-------|-------|----------|---------------------------|--------|-----------|---------------------------|
| 9/23/21 | 00005 | 7/28/21 | 2108154- | 202107 | 600 | 53800 | 46000 | | SPEED HUMP/ASPHALT REPAIR | * | 20,585.00 | |
| ATLANTIC SOUTHERN PAVING | | | | | | | | | | | 20,585.00 | 000016 |
| TOTAL FOR BANK C | | | | | | | | | | | 20,585.00 | |
| TOTAL FOR REGISTER | | | | | | | | | | | 20,585.00 | |

| BAYTREE BEAUTIFICATION | | BANK D BAYTREE CDD-COMM BEA | | | | | | | | | | | |
|------------------------------|-------|-----------------------------|---------|--------|-----------------|-------|-----|----------|----------------------------------|--------|----------|------------------------|--------|
| CHECK DATE | VEND# |INVOICE DATE | INVOICE | YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT | # |
| 8/25/21 | 00001 | 7/19/21 | 48476 | 202107 | 600-53800-46000 | | | | EXTREME PLASTERING & STUCCO INC. | * | 3,600.00 | 3,600.00 | 000048 |
| MONUMENT COLUMNS | | | | | | | | | | | | | |
| 8/25/21 | 00002 | 7/16/21 | 43984 | 202107 | 600-53800-46000 | | | | REMOVAL PEPPER TREE JUL21 | * | 500.00 | | |
| | | 7/28/21 | 43989 | 202107 | 600-53800-46000 | | | | REMOVAL FOUR LARGE STALKS | * | 1,050.00 | | |
| TROPIC-CARE OF FLORIDA, INC. | | | | | | | | | | | | | |
| 9/16/21 | 00014 | 9/15/21 | 934633 | 202109 | 600-53800-46000 | | | | MONUMENT/CLEANING | * | 2,100.00 | | |
| | | 9/15/21 | 934634 | 202109 | 600-53800-46000 | | | | GRINDED/CLEAN GATES | * | 1,800.00 | | |
| | | 9/15/21 | 934635 | 202109 | 600-53800-46000 | | | | BATHROOM RPRS | * | 2,000.00 | | |
| J WARREN SERVICES, LLC | | | | | | | | | | | | | |
| | | | | | | | | | | | 5,900.00 | 000050 | |

TOTAL FOR BANK D 11,050.00
 TOTAL FOR REGISTER 11,050.00

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
August 31, 2021



Table of Contents

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| 1 | Balance Sheet |
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| 5 | Pavement Management Fund |
| 6 | Community Beautification Fund |
| 7-8 | Month to Month |
| 9 | Assessment Receipt Schedule |

Baytree
Community Development District
Balance Sheet
August 31, 2021

| | <i>General Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|--|-------------------------|----------------------------------|--------------------------------------|
| Assets: | | | |
| Cash: | | | |
| Operating Fund | \$ 169,340 | \$ - | \$ 169,340 |
| Capital Reserves | \$ - | \$ 3,871 | \$ 3,871 |
| Pavement Management | \$ - | \$ 378,383 | \$ 378,383 |
| Community Beautification | \$ - | \$ 19,045 | \$ 19,045 |
| Prepaid Expenses | \$ 7,106 | \$ - | \$ 7,106 |
| Investments: | | | |
| Custody | \$ 1,030 | \$ - | \$ 1,030 |
| Total Assets | \$ 177,476 | \$ 401,299 | \$ 578,775 |
| Liabilities: | | | |
| Accounts Payable | \$ 13,365 | \$ 20,585 | \$ 33,950 |
| Total Liabilities | \$ 13,365 | \$ 20,585 | \$ 33,950 |
| Fund Balances: | | | |
| Assigned For: | | | |
| Capital Reserves | \$ - | \$ 3,871 | \$ 3,871 |
| Pavement Management | \$ - | \$ 357,798 | \$ 357,798 |
| Community Beautification | \$ - | \$ 19,045 | \$ 19,045 |
| Unassigned Fund Balance | \$ 157,005 | \$ - | \$ 157,005 |
| Assigned Fund Balance | \$ 7,106 | \$ - | \$ 7,106 |
| Total Fund Balances | \$ 164,112 | \$ 380,714 | \$ 544,826 |
| Total Liabilities & Fund Equity | \$ 177,476 | \$ 401,299 | \$ 578,775 |

Baytree
Community Development District
General Fund
Statement Of Revenues & Expenditures
For The Period Ending August 31, 2021

| | Adopted | Prorated Budget | Actual | |
|---|-------------------|-------------------|-------------------|-------------------|
| | Budget | Thru 08/31/21 | Thru 08/31/21 | Variance |
| Revenues: | | | | |
| Maintenance Assessments | \$ 853,142 | \$ 853,142 | \$ 855,971 | \$ 2,829 |
| Miscellaneous Income (JOB Cost Share Agreement) | \$ 42,299 | \$ 40,729 | \$ 40,729 | \$ - |
| Miscellaneous Income | \$ 8,000 | \$ 7,333 | \$ 9,005 | \$ 1,671 |
| Total Revenues | \$ 903,441 | \$ 901,204 | \$ 905,705 | \$ 4,501 |
| Expenditures: | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 8,000 | \$ 8,000 | \$ 10,400 | \$ (2,400) |
| FICA Expense | \$ 612 | \$ 612 | \$ 796 | \$ (184) |
| Engineering | \$ 30,000 | \$ 27,500 | \$ 23,170 | \$ 4,330 |
| Assessment Administration | \$ 7,500 | \$ 7,500 | \$ 7,500 | \$ - |
| Attorney Fees | \$ 17,750 | \$ 17,750 | \$ 20,858 | \$ (3,108) |
| Annual Audit | \$ 3,185 | \$ 3,185 | \$ 3,185 | \$ - |
| Management Fees | \$ 42,166 | \$ 38,652 | \$ 38,652 | \$ 0 |
| Information Technology | \$ 2,800 | \$ 2,567 | \$ 2,576 | \$ (10) |
| Telephone | \$ 150 | \$ 138 | \$ 95 | \$ 42 |
| Postage | \$ 1,500 | \$ 1,375 | \$ 1,005 | \$ 370 |
| Insurance | \$ 15,100 | \$ 15,100 | \$ 16,647 | \$ (1,547) |
| Tax Collector Fee | \$ 13,980 | \$ 13,980 | \$ 17,147 | \$ (3,167) |
| Printing & Binding | \$ 1,700 | \$ 1,558 | \$ 818 | \$ 741 |
| Legal Advertising | \$ 1,200 | \$ 1,200 | \$ 3,681 | \$ (2,481) |
| Other Current Charges | \$ 1,500 | \$ 1,500 | \$ 1,452 | \$ 48 |
| Office Supplies | \$ 200 | \$ 183 | \$ 188 | \$ (5) |
| Property Taxes | \$ 250 | \$ 250 | \$ 253 | \$ (3) |
| Property Appraiser | \$ 234 | \$ 234 | \$ 234 | \$ - |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative: | \$ 148,002 | \$ 141,459 | \$ 148,831 | \$ (7,372) |

Baytree
Community Development District
General Fund
Statement Of Revenues & Expenditures
For The Period Ending August 31, 2021

| | Adopted Budget | Prorated Budget Thru 08/31/21 | Actual Thru 08/31/21 | Variance |
|--|-------------------|----------------------------------|-------------------------|--------------------|
| <u>Operation and Maintenance</u> | | | | |
| Security Contract | \$ 179,666 | \$ 164,694 | \$ 164,968 | \$ (274) |
| Gate Maintenance Contract | \$ 1,200 | \$ 1,200 | \$ 550 | \$ 650 |
| Maintenance - Gatehouse | \$ 9,500 | \$ 8,708 | \$ 7,191 | \$ 1,517 |
| Telephone/Internet - Gatehouse/Pool | \$ 14,500 | \$ 14,500 | \$ 16,185 | \$ (1,685) |
| Transponders | \$ 5,000 | \$ 5,000 | \$ 10,579 | \$ (5,579) |
| Field Management Fees | \$ 28,684 | \$ 26,294 | \$ 26,294 | \$ 0 |
| Electric | \$ 50,000 | \$ 45,833 | \$ 44,614 | \$ 1,220 |
| Water & Sewer | \$ 11,500 | \$ 10,542 | \$ 7,906 | \$ 2,635 |
| Gas | \$ 7,800 | \$ 7,150 | \$ 5,685 | \$ 1,465 |
| Trash Removal | \$ 404 | \$ 404 | \$ 529 | \$ (125) |
| Maintenance - Lakes | \$ 33,360 | \$ 30,580 | \$ 30,690 | \$ (110) |
| Maintenance - Landscape Contract | \$ 93,000 | \$ 85,250 | \$ 85,250 | \$ - |
| Maintenance - Additional Landscape | \$ 15,000 | \$ 15,000 | \$ 20,202 | \$ (5,202) |
| Maintenance - Pool | \$ 17,000 | \$ 17,000 | \$ 17,467 | \$ (467) |
| Maintenance - Irrigation | \$ 10,000 | \$ 9,167 | \$ 3,568 | \$ 5,599 |
| Maintenance - Lighting | \$ 9,000 | \$ 8,250 | \$ 4,069 | \$ 4,181 |
| Maintenance - Monuments | \$ 5,000 | \$ 4,583 | \$ 2,422 | \$ 2,161 |
| Maintenance - Fountain | \$ 700 | \$ 700 | \$ 1,125 | \$ (425) |
| Maintenance - Other Field (R&M General) | \$ 4,000 | \$ 4,000 | \$ 14,596 | \$ (10,596) |
| Maintenance - Recreation | \$ 1,500 | \$ 1,500 | \$ 2,416 | \$ (916) |
| Holiday Landscape Lighting | \$ 10,000 | \$ 10,000 | \$ 9,492 | \$ 508 |
| Operating Supplies | \$ 750 | \$ 750 | \$ 1,403 | \$ (653) |
| Sidewalk/Curb Cleaning | \$ 11,000 | \$ 11,000 | \$ 9,442 | \$ 1,558 |
| Miscellaneous | \$ 1,000 | \$ 917 | \$ - | \$ 917 |
| Total O&M Expenses: | \$ 519,565 | \$ 483,022 | \$ 486,643 | \$ (3,621) |
| <u>Reserves</u> | | | | |
| Transfer Out - Capital Projects- Paving - Baytree | \$ 75,370 | \$ 75,370 | \$ 75,370 | \$ - |
| Transfer Out - Capital Projects - Paving - IOB Funds | \$ 24,630 | \$ 24,630 | \$ 24,630 | \$ - |
| Transfer Out - Capital Projects - Reserves | \$ 60,531 | \$ 60,531 | \$ 60,531 | \$ - |
| Transfer Out - Community Beautification Fund | \$ 45,265 | \$ 45,265 | \$ 45,265 | \$ - |
| Transfer Out - Rebalance First Quarter Operating | \$ 30,078 | \$ - | \$ - | \$ - |
| Total Reserves | \$ 235,874 | \$ 205,796 | \$ 205,796 | \$ - |
| Total Expenditures | \$ 903,441 | \$ 830,277 | \$ 841,271 | \$ (10,993) |
| Excess Revenues (Expenditures) | \$ (0) | | \$ 64,434 | |
| Fund Balance - Beginning | \$ - | | \$ 99,678 | |
| Fund Balance - Ending | \$ (0) | | \$ 164,112 | |

Baytree
Community Development District
Capital Reserves Fund
Statement Of Revenues & Expenditures
For The Period Ending August 31, 2021

| | Adopted Budget | Prorated Budget Thru 08/31/21 | Actual Thru 08/31/21 | Variance |
|---------------------------------------|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues: | | | | |
| Transfer In - Baytree | \$ 60,531 | \$ 60,531 | \$ 60,531 | \$ - |
| Interest Income | \$ 100 | \$ 92 | \$ 2 | \$ (90) |
| Total Revenues | \$ 60,631 | \$ 60,623 | \$ 60,533 | \$ (90) |
| Expenditures: | | | | |
| Lake Bank Restoration/Evaluation | \$ 30,000 | \$ 30,000 | \$ 20,680 | \$ 9,320 |
| Sidewalk/Gutter Repair | \$ 10,000 | \$ 10,000 | \$ 20,502 | \$ (10,502) |
| Drainage Maintenance | \$ 8,000 | \$ 7,333 | \$ 6,120 | \$ 1,213 |
| Curb -Tree Trimming/Replacements | \$ 4,000 | \$ 4,000 | \$ 4,950 | \$ (950) |
| Recreation Area Improvements | \$ 10,000 | \$ 10,000 | \$ 10,924 | \$ (924) |
| Lake Fountain Replacement | \$ - | \$ - | \$ 9,085 | \$ (9,085) |
| Pool Equipment | \$ - | \$ - | \$ 4,568 | \$ (4,568) |
| Capital Outlay | \$ - | \$ - | \$ 11,580 | \$ (11,580) |
| Bank Fees | \$ - | \$ - | \$ 555 | \$ (555) |
| Total Expenditures | \$ 62,000 | \$ 61,333 | \$ 88,963 | \$ (27,629) |
| Excess Revenues (Expenditures) | \$ (1,369) | | \$ (28,430) | |
| Fund Balance - Beginning | \$ 2,729 | | \$ 32,300 | |
| Fund Balance - Ending | \$ 1,360 | | \$ 3,871 | |

Baytree
Community Development District
Pavement Management Fund
Statement Of Revenues & Expenditures
For The Period Ending August 31, 2021

| | Adopted Budget | Prorated Budget Thru 08/31/21 | Actual Thru 08/31/21 | Variance |
|---------------------------------------|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues: | | | | |
| Transfer In - Baytree | \$ 75,370 | \$ 75,370 | \$ 75,370 | \$ - |
| Transfer In - IOB | \$ 24,630 | \$ 24,630 | \$ 24,630 | \$ - |
| Interest Income | \$ 75 | \$ 69 | \$ 27 | \$ (42) |
| Total Revenues | \$ 100,075 | \$ 100,069 | \$ 100,027 | \$ (42) |
| Expenditures: | | | | |
| Roadway Paving | \$ - | \$ - | \$ 20,585 | \$ (20,585) |
| Bank Fees | \$ - | \$ - | \$ 419 | \$ (419) |
| Total Expenditures | \$ - | \$ - | \$ 21,004 | \$ (21,004) |
| Excess Revenues (Expenditures) | \$ 100,075 | | \$ 79,023 | |
| Fund Balance - Beginning | \$ 278,788 | | \$ 278,775 | |
| Fund Balance - Ending | \$ 378,863 | | \$ 357,798 | |

Baytree
Community Development District
Community Beautification
Statement Of Revenues & Expenditures
For The Period Ending August 31, 2021

| | Adopted Budget | Prorated Budget Thru 08/31/21 | Actual Thru 08/31/21 | Variance |
|---------------------------------------|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues: | | | | |
| Transfer In - Baytree | \$ 45,265 | \$ 45,265 | \$ 45,265 | \$ - |
| Total Revenues | \$ 45,265 | \$ 45,265 | \$ 45,265 | \$ - |
| Expenditures: | | | | |
| Bank Fees | \$ 150 | \$ 150 | \$ 210 | \$ (60) |
| Beautification Projects | \$ - | \$ - | \$ 33,285 | \$ (33,285) |
| Landscape Improvements | \$ - | \$ - | \$ 2,250 | \$ (2,250) |
| Total Expenditures | \$ 150 | \$ 150 | \$ 35,745 | \$ (35,595) |
| Excess Revenues (Expenditures) | \$ 45,115 | | \$ 9,520 | |
| Fund Balance - Beginning | \$ 12,859 | | \$ 9,525 | |
| Fund Balance - Ending | \$ 57,974 | | \$ 19,045 | |

Baytree

Community Development District

Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|------------------|-------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------|-------------|-------------------|
| Revenues: | | | | | | | | | | | | | |
| Maintenance Assessments | \$ - | \$ 179,319 | \$ 578,800 | \$ 30,635 | \$ 11,063 | \$ 14,440 | \$ 33,949 | \$ - | \$ 7,765 | \$ - | \$ - | \$ - | \$ 855,971 |
| Miscellaneous Income (IOB Cost Share Agreement) | \$ 9,004 | \$ - | \$ - | \$ 1,052 | \$ - | \$ 10,575 | \$ - | \$ 10,575 | \$ - | \$ 9,523 | \$ - | \$ - | \$ 40,729 |
| Miscellaneous Income | \$ 332 | \$ 60 | \$ 838 | \$ 3,215 | \$ 27 | \$ 1,086 | \$ 42 | \$ 634 | \$ 615 | \$ 1,330 | \$ 827 | \$ - | \$ 9,005 |
| Total Revenues | \$ 9,336 | \$ 179,379 | \$ 579,638 | \$ 34,902 | \$ 11,090 | \$ 26,101 | \$ 33,991 | \$ 11,209 | \$ 8,380 | \$ 10,853 | \$ 827 | \$ - | \$ 905,705 |
| Expenditures: | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees | \$ 1,000 | \$ 2,000 | \$ - | \$ 800 | \$ 800 | \$ 1,000 | \$ 1,000 | \$ 800 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ - | \$ 10,400 |
| FICA Expense | \$ 77 | \$ 153 | \$ - | \$ 61 | \$ 61 | \$ 77 | \$ 77 | \$ 61 | \$ 77 | \$ 77 | \$ 77 | \$ - | \$ 796 |
| Engineering | \$ 3,335 | \$ 2,395 | \$ 3,995 | \$ 2,930 | \$ 1,060 | \$ 1,675 | \$ 1,045 | \$ 1,890 | \$ 2,130 | \$ 1,185 | \$ 1,530 | \$ - | \$ 23,170 |
| Assessment Administration | \$ 7,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,500 |
| Attorney Fees | \$ 2,340 | \$ 765 | \$ 3,398 | \$ 1,980 | \$ 2,408 | \$ 1,035 | \$ 3,218 | \$ 1,643 | \$ 2,498 | \$ 1,575 | \$ - | \$ - | \$ 20,858 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,185 | \$ - | \$ - | \$ - | \$ 3,185 |
| Management Fees | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ 3,514 | \$ - | \$ 38,652 |
| Information Technology | \$ 233 | \$ 233 | \$ 243 | \$ 233 | \$ 233 | \$ 233 | \$ 233 | \$ 233 | \$ 233 | \$ 233 | \$ 233 | \$ - | \$ 2,576 |
| Telephone | \$ 38 | \$ - | \$ 57 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 95 |
| Postage | \$ 11 | \$ 189 | \$ 33 | \$ 178 | \$ 2 | \$ 38 | \$ - | \$ 14 | \$ 24 | \$ 479 | \$ 37 | \$ - | \$ 1,005 |
| Insurance | \$ 16,647 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,647 |
| Tax Collector Fee | \$ - | \$ 3,586 | \$ 11,576 | \$ 613 | \$ 248 | \$ 289 | \$ 680 | \$ - | \$ 155 | \$ - | \$ - | \$ - | \$ 17,147 |
| Printing & Binding | \$ 104 | \$ 41 | \$ 114 | \$ 12 | \$ 98 | \$ 33 | \$ 17 | \$ 201 | \$ 35 | \$ 72 | \$ 90 | \$ - | \$ 818 |
| Legal Advertising | \$ 246 | \$ 171 | \$ 174 | \$ 503 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,587 | \$ - | \$ - | \$ 3,681 |
| Other Current Charges | \$ 226 | \$ 335 | \$ 133 | \$ 169 | \$ 145 | \$ 131 | \$ 134 | \$ 48 | \$ 44 | \$ 42 | \$ 45 | \$ - | \$ 1,452 |
| Office Supplies | \$ 23 | \$ 23 | \$ 23 | \$ 1 | \$ 23 | \$ 1 | \$ 23 | \$ 23 | \$ 1 | \$ 23 | \$ 23 | \$ - | \$ 188 |
| Property Taxes | \$ - | \$ 253 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 253 |
| Property Appraiser | \$ 234 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 234 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative: | \$ 35,703 | \$ 13,658 | \$ 23,261 | \$ 10,995 | \$ 8,591 | \$ 8,026 | \$ 9,939 | \$ 8,427 | \$ 12,896 | \$ 10,786 | \$ 6,549 | \$ - | \$ 148,831 |

Baytree

Community Development District

Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--|--------------------|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|--------------------|-------------|-------------------|
| Field Expenses | | | | | | | | | | | | | |
| Security Contract | \$ 13,991 | \$ 17,282 | \$ 13,858 | \$ 17,262 | \$ 10,211 | \$ 16,998 | \$ 13,615 | \$ 13,858 | \$ 13,615 | \$ 13,858 | \$ 20,422 | \$ - | \$ 164,968 |
| Gate Maintenance Contract | \$ - | \$ - | \$ - | \$ - | \$ 550 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 550 |
| Maintenance - Gatehouse | \$ 848 | \$ 719 | \$ - | \$ 674 | \$ 240 | \$ 1,974 | \$ 60 | \$ - | \$ 2,213 | \$ 463 | \$ - | \$ - | \$ 7,191 |
| Telephone/Internet - Gatehouse/Pool | \$ 1,357 | \$ 1,406 | \$ 1,574 | \$ 1,432 | \$ 1,423 | \$ 1,432 | \$ 1,432 | \$ 1,796 | \$ 1,627 | \$ 1,249 | \$ 1,458 | \$ - | \$ 16,185 |
| Transponders | \$ - | \$ - | \$ 5,287 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,292 | \$ - | \$ - | \$ - | \$ 10,579 |
| Field Management Fees | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ 2,390 | \$ - | \$ 26,294 |
| Electric | \$ 4,065 | \$ 4,093 | \$ 4,044 | \$ 4,334 | \$ 4,150 | \$ 4,064 | \$ 3,983 | \$ 3,867 | \$ 3,952 | \$ 4,066 | \$ 3,996 | \$ - | \$ 44,614 |
| Water & Sewer | \$ - | \$ 934 | \$ 934 | \$ 862 | \$ 984 | \$ 897 | \$ 592 | \$ 566 | \$ 522 | \$ 744 | \$ 1,175 | \$ - | \$ 7,906 |
| Gas | \$ 37 | \$ 80 | \$ 659 | \$ - | \$ 1,305 | \$ 2,222 | \$ 791 | \$ - | \$ 515 | \$ 38 | \$ 38 | \$ - | \$ 5,685 |
| Trash Removal | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ 48 | \$ - | \$ 529 |
| Maintenance - Lakes | \$ 2,540 | \$ 3,090 | \$ 2,540 | \$ 3,090 | \$ 2,540 | \$ 3,090 | \$ 2,540 | \$ 3,090 | \$ 2,540 | \$ 3,090 | \$ 2,540 | \$ - | \$ 30,690 |
| Maintenance - Landscape Contract | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ 7,750 | \$ - | \$ 85,250 |
| Maintenance - Additional Landscape | \$ 2,835 | \$ 3,140 | \$ 10,982 | \$ - | \$ 990 | \$ 1,650 | \$ 350 | \$ - | \$ - | \$ - | \$ 255 | \$ - | \$ 20,202 |
| Maintenance - Pool | \$ 1,951 | \$ 1,537 | \$ 3,295 | \$ 1,056 | \$ 1,172 | \$ 1,086 | \$ 1,056 | \$ 2,996 | \$ 1,487 | \$ 625 | \$ 1,206 | \$ - | \$ 17,467 |
| Maintenance - Irrigation | \$ 335 | \$ 91 | \$ - | \$ - | \$ 436 | \$ 521 | \$ 1,040 | \$ - | \$ 470 | \$ 409 | \$ 266 | \$ - | \$ 3,568 |
| Maintenance - Lighting | \$ 471 | \$ - | \$ 170 | \$ 104 | \$ 467 | \$ - | \$ 230 | \$ - | \$ 2,407 | \$ 220 | \$ - | \$ - | \$ 4,069 |
| Maintenance - Monuments | \$ 1,032 | \$ - | \$ - | \$ - | \$ 1,390 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,422 |
| Maintenance - Fountain | \$ - | \$ - | \$ 175 | \$ - | \$ - | \$ 175 | \$ - | \$ 600 | \$ 175 | \$ - | \$ - | \$ - | \$ 1,125 |
| Maintenance - Other Field (R&M General) | \$ 3,017 | \$ 614 | \$ - | \$ - | \$ 690 | \$ - | \$ 3,015 | \$ 912 | \$ 993 | \$ 3,602 | \$ 1,755 | \$ - | \$ 14,596 |
| Maintenance - Recreation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 950 | \$ 890 | \$ 576 | \$ - | \$ - | \$ - | \$ 2,416 |
| Holiday Landscape Lighting | \$ - | \$ 47 | \$ 9,446 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,492 |
| Operating Supplies | \$ 213 | \$ - | \$ - | \$ 1,084 | \$ 97 | \$ 9 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,403 |
| Sidewalk/Curb Cleaning | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 800 | \$ 9,205 | \$ - | \$ (564) | \$ - | \$ - | \$ - | \$ 9,442 |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Field Expenses: | \$ 42,880 | \$ 42,917 | \$ 63,151 | \$ 40,085 | \$ 36,834 | \$ 45,106 | \$ 49,048 | \$ 38,763 | \$ 46,007 | \$ 38,552 | \$ 43,299 | \$ - | \$ 486,643 |
| Reserves | | | | | | | | | | | | | |
| Transfer Out - Capital Projects - Paving - Baytree | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 75,370 | \$ - | \$ - | \$ 75,370 |
| Transfer Out - Capital Projects - Paving - IOB Funds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 24,630 | \$ - | \$ - | \$ 24,630 |
| Transfer Out - Capital Projects - Reserves | \$ - | \$ - | \$ 30,266 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 30,266 | \$ - | \$ - | \$ - | \$ 60,531 |
| Transfer Out - Community Beautification Fund | \$ - | \$ - | \$ - | \$ 45,265 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 45,265 |
| Transfer Out - Rebalance First Quarter Operating | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Reserves | \$ - | \$ - | \$ 30,266 | \$ 45,265 | \$ - | \$ - | \$ - | \$ - | \$ 30,266 | \$ 100,000 | \$ - | \$ - | \$ 205,796 |
| Total Expenditures | \$ 78,583 | \$ 56,576 | \$ 116,677 | \$ 96,345 | \$ 45,425 | \$ 53,132 | \$ 58,987 | \$ 47,190 | \$ 89,169 | \$ 149,338 | \$ 49,848 | \$ - | \$ 841,271 |
| Excess Revenues (Expenditures) | \$ (69,247) | \$ 122,803 | \$ 462,960 | \$ (61,443) | \$ (34,335) | \$ (27,031) | \$ (24,996) | \$ (35,981) | \$ (80,789) | \$ (138,486) | \$ (49,022) | \$ - | \$ 64,434 |

Baytree
Community Development District
Assessment Receipt Schedule - FY2021

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

| Date Received | Dist. | Gross Assessments Received | Discounts/ Penalties | Interest Income | Net Amount 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 |
| 4/9/21 | ACH | \$ 33,967.61 | \$ 18.84 | \$ - | \$ 33,948.77 |
| 6/7/21 | ACH | \$ 3,769.34 | \$ - | \$ 113.08 | \$ 3,882.42 |
| 6/17/21 | ACH | \$ 3,769.34 | \$ - | \$ 113.08 | \$ 3,882.42 |
| Totals | | \$ 888,831.86 | \$ 33,086.73 | \$ 226.16 | \$ 855,971.29 |