

*Baytree Community  
Development District*

*Agenda*

*April 4, 2022*

# AGENDA

# *Baytree*

## *Community Development District*

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219 E. Livingston Street, Orlando, FL 32801

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

March 28, 2022

Board of Supervisors  
Baytree Community  
Development District

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Monday, April 4, 2022 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 February 2, 2022 Meeting
5. Agenda
  - A. Discussion of Amended Security Contract
  - B. Discussion of Draft 2023 Budget
  - C. Discussion of Dog Park Request
  - D. Discussion of Balmoral Speed Hump
  - E. Consideration of Resolution 2022-03 Correcting Scriveners Errors in Sections 2.04 and 2.05 of the Recreational Facility Policies and Procedures
  - F. Authorization of Treasurer and Assistant Treasurer to Sign on Behalf of District for Regions Credit Line
6. CDD Action Items/Staff Reports
  - A. CDD Action Items
  - B. Additional Staff Reports
    - i. Attorney
    - ii. District Manager
      1. Field Manager's Report
7. Treasurer's Report
  - A. Consideration of Check Register
  - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

The second order of business is the Engineer's Report. 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 February 2, 2022 meeting. The minutes are enclosed for your review.

The fifth order of business is the Agenda. Section A is the discussion of the amended security contract. A copy of the contract is enclosed for your review. Section B is the discussion of the draft 2023 budget. A copy of the draft budget is enclosed for your review. Section C is the discussion of the dog park request. A copy of related correspondence is included for your review. Section D is the discussion of the Balmoral speedhump. A copy of the proposal and related correspondence is included for your review. Section E is the Consideration of resolution 2022-03 for correcting Scriveners errors in Sections 2.04 and 2.05 of the Recreational Facility Policies and Procedures. A copy of the resolution and the corrected Recreational Facility Policies are enclosed for your review. Section F is the authorization of Treasurer and the Assistant Treasurer to Sign on Behalf of the District for the Regions credit line.

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 will be provided under separate cover.

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

# MINUTES

**MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, **February 2, 2022** at 1:30 p.m. at Isles of Baytree Clubhouse, 456 Glen Abbey Way, Melbourne, Florida.

Present and constituting a quorum:

Melvin Mills	Chairman
Richard Bosseler	Assistant Secretary
Richard Brown	Assistant Secretary
Carolyn Witcher	Assistant Secretary
Janice Hill	Supervisor-Elect

Also present were:

Jason Mills	District Manager
Michael Pawelczyk	District Counsel
Peter Armans ( <i>by phone</i> )	District Engineer
Alan Scheerer	Field Manager
Rich Hunter	DSI Security
Bob Eksten	President - BCA
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. All Supervisors were present.

Mr. Mills: I hate to keep bringing bad news to the meetings, but we had another resident pass away yesterday. She lived on Bradwick Way. Her name was Ms. Tracy Bacon. She has been a long-time resident of Baytree. So, if you would all just take a moment of silence and pray in the way that you would like to pray, I'd appreciate it. Thank you.

**SECOND ORDER OF BUSINESS**

**Engineer's Report**

Mr. Mills: Alright. Engineer's Report, we have Peter on the line.

Mr. Armans: Yes. Just a quick update. We did have a site visit at the beginning of last month for the lake bank restoration. We made recommendation, prepared a quick report and delivered that. We also delivered two quotes for the speed humps. One of them is still being updated. I'm not sure if both of them or either of them are actually in front of you?

Mr. Showe: Yes. They have both of them.

Mr. Armans: Okay. One of the two quotes do not include the thermoplastic paint that we require. We did ask the contractor if he can provide it and update the quote with that information. They're working on that. It will increase their quote by \$1,250. That is our update.

Mr. Showe: So, that would increase All Paving's estimate to \$8,390 with the thermoplastic.

Mr. Mills: Is this estimate for the speed humps for Balmoral Way?

Mr. Showe: Correct.

Mr. Mills: On the back page it says \$10,220.

Mr. Brown: That's the second one. This is the quote that he was talking about.

Mr. Armans: The higher quote is the one by the company that recently completed some speed humps for the District. We tried to reach out to another contractor. We found one. We haven't worked with them before, but it looked like this was right at their wheelhouse. They provided the lower quote.

Mr. Showe: We can take any discussion from the Board?

Ms. Witcher: Who did we use before?

Mr. Showe: The ones that were done before were done by Atlantic Southern.

Mr. Mills: They were contacted?

Mr. Showe: They have a proposal. You have a proposal from All Paving and a proposal from Atlantic Southern. The proposal from Atlantic Southern has all the detail in the backup. So, you can see the images. They were \$10,220 or approximately \$5,100 per hump. For All Paving, we estimate with the thermoplastic, the cost would be \$8,390. Again, as he indicates, we've never had any experience with that company.

Ms. Hill: Is that for each hump or for both?

Mr. Showe: That's for both. So, we can take any discussion from the Board on that. When the engineer is on the line, is probably the best time to have those discussions. Do you want to move forward or hold these? What is your pleasure?

Mr. Mills: I think we have quite a few residents in the audience that are here to talk about this. So, could we defer this to the end of the meeting?

Mr. Showe: Sure. If you want to take those comments now, you could do that individually. Again, it's up to the Board's pleasure.

Mr. Mills: Do you want to do it now?

Ms. Hill: Yes.

Mr. Mills: Do you have a question, Jan?

Ms. Hill: Yeah. I was at the meeting when Jeremy came before the Board and asked for a speed hump when you turn off of Old Tramway Drive onto Balmoral Way. He said that he thought his children and the neighborhood children were in danger. Did you get a request for the other part of Balmoral Way?

Mr. Showe: I think these were the ones requested by the Board. I know the engineer looked at all of Balmoral Way. It has to be in compliance with FDOT, so that's likely too close to that turn-off to really be an effective place. There's already a stop sign there. You can correct me if I'm wrong, Peter, but I think these were the places you felt like it would be most effective.

Mr. Armans: Correct. We evaluated the entire street and proposed these two locations. If you want to add more than two speed humps, we can look at the next most optimal location.

Ms. Hill: All I'm saying is there was a request for a speed hump and I was asking if there a request for the second one.

Mr. Brown: No. I think the engineer was asked to take a look at Balmoral Way. An issue came up from a resident who lived in the upper portion of Balmoral Way closer to Arundel Way and Old Tramway Drive as opposed to Balmoral Way and Southpointe Court.

Ms. Hill: Right.

Mr. Mills: There are none located beyond Bedford Drive.

Mr. Showe: Correct.

Mr. Mills: Does anyone in the audience have any comments?

Resident (Maureen Ksiez, Balmoral Way): I don't want to see any more speed humps or stop signs or any signs at all because Balmoral Way is not a thoroughfare. The traffic that comes onto Balmoral Way are from residents and their visitors. It's a very quiet street. Hardly anybody goes back there. The speed humps to me are unsightly. The signs are ugly. The signs are necessary, but they give Baytree a distinctly unpleasant urban feel. I feel it takes away from the



beauty of the Baytree community. The speed bumps themselves, increase the noise in the area, the deceleration. Even if you don't see it, just hearing it is unpleasant. The cost, \$10,000 seems like a lot of money. I know that's just the initial cost, let alone with the upkeep and maintenance that I know these things would require. Since it's not a thoroughfare, the traffic from the golf course doesn't impact us. In addition to the street noise, property values are reduced, not by a large margin, but they are. That's something that research tells us. In addition to property values being reduced, the unpleasant look, the unpleasant sound, they also slow emergency response times. Since we've been here, we've seen many stop signs go up. We've seen several speed humps go in and it's cumulative. If you give it 10, 20 seconds for each one, it's a couple of minutes and those minutes can make a difference in saving somebody's life. There are a lot of very nice cars in our neighborhood where the suspensions are relatively low to the ground. I'd hate to see some of my neighbors have their suspensions damaged due to the speed humps. Regarding damage, I would want to make sure that for the existing speed humps, that the CDD has insurance. I'm sure you guys have looked at liability insurance for this. They are unpleasant. Balmoral Way is a quiet street. Very few people go back there. Just ask the residents. I really don't want to see them. I really don't want to spend our money and I don't want to see them there.

Mr. Brown: I agree with you from the standpoint of in the back part of Balmoral Way down by Southpointe Court. I disagree with you as it relates to the speed humps themselves because I live on Old Tramway Drive and I've seen cars doing 45 to 50 miles-per-hour (mph) in a 25-mph zone right past my house. I've got grandkids. Speed humps may be unsightly, but if everybody in this community did 25 mph, we wouldn't need speed humps.

Resident (Maureen Ksiez, Balmoral Way): I don't disagree with you at all, sir. I'm just not sure that putting speed bumps on Balmoral Way was the solution.

Mr. Brown: I don't dispute what you're saying. It was brought to us by a resident of Balmoral Way, so we asked our engineer to check into it.

Mr. Mills: There were actually two residents.

Mr. Brown: I'm sorry. You're right.

Mr. Mills: There's one further down than where these two were planned to go. So, I think we have to be reasonable both from your perspective and from our perspective.

Resident (Maureen Ksiez, Balmoral Way): It's not just me. I'm sure that there's plenty of them here.

Mr. Mills: This is a safety issue for children. This community is turning over from a senior community to more of a younger neighborhood. I think we have to be, as a Board, very careful. I don't want on my hands and I'm sure the Board does not, if a child would get hit and be killed, that's going to come back on us and reflect on us. That's what we have to look at. Are they pretty? No. Do they make noise? Yes. I agree with all of that, but I have to and the Board has to weigh what is the most important, possibly saving a child's life or the unsightly speed humps. That's why we are putting stop signs in, to try to slow people down for safety so that we wouldn't have to put more speed humps in. I live in Chatsworth and I see people come in through Old Tramway Drive, not even stop at those stop signs doing 35 to 40 mph. He has a detector that also records the sound. We have to look out for everybody in this community.

Resident (Maureen Ksiez, Balmoral Way): I guess the issue is more of Balmoral Way. Baytree Drive certainly gets a lot more traffic than Balmoral Way. Old Tramway Drive does too. I understand but putting speed humps at every house that has a small child, I'm sure you guys wouldn't agree is the solution either. So, I don't disagree that safety is a priority and that we and you have a responsibility to ensure the safety of our residents, but we need to balance that with the quality of life of the residents in the community.

Mr. Mills: I'd like to address the property values as well. Right up the street, a house across the street just sold for \$1,020,000. As far as a speed hump deterring the value of your home, I don't think so. One on Chatsworth just sold for \$1,100,000. So, I disagree with speed humps decreasing property values.

Resident (Not Identified): I've been a resident of Baytree for 22 years and I'm waiting for somebody to do something about the speeding on Kingswood Way. Somebody came in and put speed bumps in. One of them is great by Mr. Bosseler's house. The other one is pointless and a waste of money. You put it at the end of the street just before Isles of Baytree (IOB).

Resident (Maureen Ksiez, Balmoral Way): I live there. I disagree.

Resident (Not Identified): You can disagree. That is past Berwick Way. If someone is coming out of Isles of Baytree, they're coming slow anyway, so they get on their gas, but now with that speed bump, they get on the gas anyway. There's nothing between his house and the end. I'm in the middle. I have grandkids and great grandkids at my house all of these years and it has been scary. You try and load children into the car out front and people don't care how close they come to you. They don't care if you have children. I have a radar gun and I clocked people

going over 50 mph past my house. If she thinks that bump at the end is good, great leave it, but you need another one halfway between the two. Please.

Mr. Mills: Excuse me. Sandy, do you want to say something?

Resident (Sandy Schoonmaker, Berwick Way): Actually, I just wanted him to realize that he shouldn't go after the speed bump that's coming out of IOB because Joann will guarantee her people are slowing down. They hit that curve and take off.

Resident (Not Identified): I live in the first house. I've been almost rear-ended at least 15 times by people coming out of IOB. That's the only thing that slows them down.

Resident (Not Identified): Good. I don't want to take it away.

Resident (Not Identified): Okay.

Resident (Not Identified): I live four houses up from you. When they come around that curve, when I start to back-up in my driveway, I look both ways, start backing up and somebody's coming at me at 30 mph.

Resident (Not Identified): That's exactly the situation.

Resident (Not Identified): The speed limit on Kingswood Way is 20 mph, not 25 mph. So, do something. Please.

Mr. Mills: Alright. Yes, ma'am.

Resident (Not Identified): We live on Balmoral Way too and it's a dead-end street. I don't see people driving fast on that street. I would like to understand. Maybe you have a long of series of roads on the right or left or that continues on to someplace, but Balmoral is a dead-end street.

Mr. Mills: I get that. The reason we brought this to the engineer was the fact that we had two residents that asked us to do something about the speeding on Balmoral Way. So, that's the reason for the discussion today.

Mr. Brown: But I think the focus was more on the upper part of Balmoral Way than the back part.

Mr. Mills: Yeah, all of the upper part, not the lower part.

Mr. Brown: That doesn't make a very strong statement to the people who live back there because someone would interpret that as saying you guys are all speeders.

Mr. Mills: Yeah. There was nothing mentioned about the lower portion of Balmoral Way at all.

Ms. Witcher: But that's what we don't know, if the engineer looked at several spots. We only heard the location of one.

Mr. Mills: Are you familiar with Bedford Drive?

Resident (Not Identified): Yeah.

Mr. Mills: Okay. This is all prior to Bedford Drive. There's nothing past Bedford Drive. When you come in, you'll see a yellow mark. That's right as you come in. There is only one, that will be in front between two houses.

Mr. Mills: I emailed you the diagrams.

Mr. Mills: That's Number 1. Number 2 is down by Southpointe Court.

Ms. Hill: Number 2 is what they are addressing.

Mr. Mills: Number 2, I got it. Yeah.

Ms. Hill: Coming in off at Old Tramway Drive going to Bedford and Andros.

Mr. Brown: Down towards the 16<sup>th</sup> tee box as you're heading down towards Southpointe Court. There are only about six houses.

Ms. Hill: Yes.

Mr. Brown: Plus Southpoint Drive.

Resident (Not Identified): The other point is for every speed bump that you put in, you have to put up four signs. Pretty soon you won't have any space for signs. It's very unsightly.

Mr. Mills: I agree. That's because the government tells us we have to put the signs up.

Mr. Mills: That's the law. Unfortunately.

Ms. Hill: Also, not to be rude to anybody, but I'm now a vulnerable senior, according to the CDC. It's slowing down emergency vehicles such as ambulances.

Mr. Brown: No, it doesn't. My son's a paramedic. It hasn't slowed the ambulances down that much.

Ms. Hill: I did some due diligence. Everything I've read from the Police to the Fire Department, says it slows the vehicles down 20 to 30 seconds at each bump. That's coming in and then going out.

Mr. Pawelczyk: Those are speed bumps, not speed humps.

Mr. Mills: Speed bumps are higher and much shorter.

Ms. Hill: So, you're telling me what we've got, doesn't slow down emergency vehicles. It slows down my vehicle.

Mr. Mills: You can go over those at 25 mph.

Ms. Hill: If go over them at 10 or 15 mph, it slows me down.

Mr. Mills: But an ambulance has better suspension and can go over those at 30 to 35 mph. They are not going to be doing 50 mph hour down Old Tramway Drive or Balmoral Way.

Ms. Hill: What do they do to the drainage? Has anyone been down there?

Mr. Mills: Nothing, because the engineers have designed them so that it doesn't stop the drainage.

Mr. Showe: The speed humps don't go into the curbs to stop the drainage.

Mr. Mills: If you look, it does not go into the gutter where the rainwater collects.

Ms. Hill: So, the gutters still run free?

Mr. Mills: Yeah, they still run free.

Ms. Hill: I don't care how the water runs. I still don't want one in front of my house.

Mr. Showe: Understood.

Mr. Mills: Understood.

Resident (Not Identified): There are no children playing over there. There are no children up and down Balmoral Way. Going in and out, I have never seen a child on the sidewalk or playing in the park in all of Balmoral.

Ms. Hill: I have one suggestion that may or may not help. Where you turn into Bellmore, there are the two ponds, which incidentally are a huge hazard for children, but if you put a sign there, "*Slow Children at Play...*"

Mr. Mills: There's a 25-mph speed limit sign that nobody pays attention to, unfortunately.

Ms. Hill: Is the speed hump actually slowing down people?

Mr. Mills: In most cases, yes.

Mr. Brown: Those low suspension cars like the Porches, if they go over those speed humps at 35 mph, they are going to impact that suspension.

Ms. Hill: How big a distance? I mean a child isn't going to play right there at the speed bump.

Mr. Brown: No, he's going to play probably before or after it. So, do you want to take the chance before or after somebody is doing 50 mph?

Ms. Hill: What about putting up the signs that show people the speed?

Mr. Brown: We've done that before. We did that on Baytree Drive and we've done it on Old Tramway Drive.

Ms. Hill: You can't do it periodically?

Mr. Brown: No one pays attention.

Ms. Hill: The Sheriff used to park there occasionally and that did some good.

Mr. Brown: We were spending \$10,000 a year.

Mr. Showe: We requested that multiple times. They will not bring it up.

Mr. Brown: No.

Ms. Hill: Why is that?

Mr. Showe: I don't know. You have to ask the Sheriff's Office. We requested it and they say it's not available.

Mr. Mills: Yeah, we had it before and I don't think they use them anymore.

Resident (Not Identified): We've been here since 2003. We were the first homeowners. We have over half a dozen families here that live on that street. I'm not sure I understand why you insist we have them.

Mr. Mills: We're not insisting.

Resident (Not Identified): I don't really care what the engineer says.

Mr. Mills: We aren't insisting that we have them. We are discussing the issue because it was brought to us as a suggestion that we do it. Now we're hearing from you that you don't need it.

Resident (Not Identified): We're hearing more that don't want it.

Mr. Mills: I don't disagree with you, but what I'm trying to say is don't point the finger at the Board and say, *"You're forcing us to do this."* We aren't. We are here to listen to both sides of the story. We have to decide today or the next meeting which route we are going to take. I sympathize with every one of you. I would not want a speed hump at my house either.

Mr. Brown: But I've got one in front of mine and he's got one in front of his.

Resident (Not Identified): Let me just point out in this room today, are most of the residents on Balmoral Way who are speaking for Balmoral. You are the decision-makers. You have to take into consideration what we have to say.

Mr. Mills: I totally agree.

Resident (Not Identified): I can't see all the way behind me, but I suspect I've got 75% or more of the people being affected sitting in this room today.

Mr. Mills: I don't disagree at all. I appreciate that. Yes, ma'am.

Resident (Maureen Ksiez, Balmoral Way): The other point I want to make, is in front of my house, that you slow down when you go over the bump. There's ample opportunity to then get up to speed again. It's not going to help the people in the area that you're discussing, I think.

Mr. Mills: We've had these discussions before with regard to the ones that are currently there and we hear exactly what you're saying. I agree that he's right. There are more people here today that are affected than the ones that wished to have it. Does anyone have any other comments?

Mr. Brown: Well, let me ask a question. Do you live near where the second speed hump was going to go down towards Southpointe Drive or by Old Tramway Drive?

Resident (Maureen Ksiez, Balmoral Way): The second one. I'm not sure that the residents of Balmoral are aware. One of the things I just want to ask is, other than seeing it on the agenda a couple of days before the meeting, how do residents know the topics that are going to be discussed? I tried to find the minutes from the last meeting and I couldn't find them.

Mr. Showe: Just for our purposes, the minutes aren't posted until they are approved by the Board. They were just approved. You can always contact our office. We have a recording of every meeting.

Resident (Maureen Ksiez, Balmoral Way): I understand that a resident has to contact you to find out what the meetings were about.

Mr. Mills: Sandy, do you want to address that?

Resident (Sandy Schoonmaker, Berwick Way): Yes. I don't know that I would put the speed humps on Balmoral Drive. I'm the lady who writes this stuff that your Voting Member (VM) sends out.

Resident (Maureen Ksiez, Balmoral Way): Mine didn't.

Resident (Sandy Schoonmaker, Berwick Way): Well, that's a problem. I don't know who your VM is. Is Janice your VM?

Ms. Hill: Not anymore.

Resident (Sandy Schoonmaker, Berwick Way): Who is it?

Ms. Hill: I don't know.

Resident (Sandy Schoonmaker, Berwick Way): I don't either. Anyway, I know you have one because it's on my website. I send it to all the VMs and they are supposed to send it out to their residents.

Ms. Hill: Do you record these meetings?

Resident (Sandy Schoonmaker, Berwick Way): I do.

Mr. Mills: Yes, she does.

Ms. Hill: Okay. I thought it was just the BCA.

Mr. Mills: Who is the VM in Southpointe?

Mr. Brown: I don't know, but I know that there is one.

Resident (Not Identified): We've asked the residents of Balmoral how they view their speed bump because nobody ever asked me.

Mr. Mills: We had the situation before when the other ones went in and the Board decided before any action was taken, all residents would be notified.

Resident (Not Identified): Well, I don't know if that's happening.

Mr. Mills: Wait a minute. We haven't approved that it's going to take place.

Resident (Not Identified): I guess my point is that maybe it would be beneficial, once you guys decide to put those two in there, to notify the residents.

Mr. Mills: It isn't because you are here telling us that you don't want it, so the Board's got to decide. Do we do it for two people or do we go for a mass of people? That's the decision the Board has to make.

Mr. Brown: The history of this entire speed hump issue started probably about five or six years ago, when a vast majority of the community said, "We got to do something for the safety of everybody in this community to slow people down." We invested \$10,000 a year to have a Sheriff here. I think in one year, they issued one ticket because he'd have to go to court on his own time. Instead, we put the signs up. Saying "*You're doing 50 mph in a 25-mph zone,*" didn't do anything. So, we finally got to the point of where the BCA and the CDD set up an Ad Hoc Committee of representatives of the Homeowners' Association (HOA) to come up with recommendations on how to control and enhance safety within the community. They came back with speed humps on Kingswood Way, speed humps on Baytree Drive, and speed humps on Old Tramway Drive. The first set of speed humps that went in, went on to Baytree Drive. One or two residents specifically had the same issues that you had after the fact. They said it was noisy,



decreased home values and everything else. I went out there and spent 18 hours at different times on different days of the week with an odometer, tracking the decibels of every vehicle that went over the speed hump. Okay? Of the 900 cars that I tracked, 950 were below 65 decibels.

Resident (Not Identified): I'm not sure what that means.

Mr. Mills: That means you could listen all day and it wouldn't impact your hearing.

Resident (Not Identified): Okay, so we won't go deaf.

Mr. Brown: The loudest sound were the landscapers with their lawnmowers.

Resident (Not Identified): I don't like those either.

Mr. Mills: That's the history.

Resident (Not Identified): You are saying that it doesn't go over a certain threshold.

Mr. Brown: What I'm trying to say is that those were the streets that the committee recommended through the BCA and the CDD and that's what we've done. No one at any point in time had ever mentioned Balmoral or Southpoint, until most recently when a new homeowner with young kids brought it to us and another homeowner said, *"I'm worried about what's going on at the upper part of Balmoral, not where you all live, but the upper part near Old Tramway Drive."* That's when we said to the engineers, *"Take a look at Balmoral and come back with recommendations."* His recommendations were for two speed humps. Now we're hearing that you don't want the second one down by Southpoint. Correct? *The audience chanted yes.* Okay. I'm not hearing anything from the people on the upper point of Balmoral, which were the ones that said they'd like the speed hump.

Resident (Not Identified): Why did you say the upper part?

Mr. Brown: I'm saying that the upper part is the straightaway before you get to Old Tramway Drive.

Ms. Hill: By the two ponds?

Mr. Brown: Yes.

Resident (Not Identified): Is that's what you call upward?

Mr. Brown: That's what I'm defining as upward.

Resident (Not Identified): I don't think we have any problem with that area.

Mr. Brown: You're talking back down towards the 16<sup>th</sup> tee box.

Resident (Not Identified): That's right.

Mr. Brown: That's what I'm hearing.

Resident (Not Identified): In other words, don't add any more.

Mr. Mills: Correct.

Ms. Witcher: Well, we can put one in. We don't have to put both in. This is just his recommendation on where to put them.

Mr. Mills: No. We haven't decided on anything.

Resident (Not Identified): After you turn on to Balmoral.

Mr. Mills: There's no speed hump. It's not there yet. That's what we're talking about.

Resident (Not Identified): I'm just confused with all this upper and lower.

Mr. Mills: Sandy?

Resident (Sandy Schoonmaker, Berwick Way): Okay, I just explained that this is simplistic. It doesn't sound like at this point that you have a lot of Balmoral residents that want speed hump, but not all the Balmoral residents. You're totally correct, 90% of them, besides you guys probably know what is happening. Why don't you just have Ms. Dee Waldron send stuff out? I know she does this as she and I are friends. Have her or somebody make a survey or you guys go up and down the streets and knock on doors and say, "*Get the peoples opinion*" and then make a decision. Make sure that you're honest and say that there are concerns about safety for children that some of you know about and others don't know about. It just seems like, if the people don't know about it, you're right, they're going to be really annoyed if you put that first one in no matter what because they have to go over it to get home. So, I think you should allow people in that community to make sure that their voices are heard before you make a decision.

Mr. Mills: Are there any other comments from the audience? Yes, sir.

Resident (William Reed, Balmoral Way): I've lived on Balmoral Way for a little over 10 years now. Sure, I have seen some cars come through speeding, but it's not to the point that I would think would require a speed hump. I have seen a few kids, but not many. I haven't seen a need for speed bumps.

Ms. Witcher: What part of Balmoral do you live on?

Resident (William Reed, Balmoral Way): Just before you get to Southpointe.

Ms. Witcher: Okay.

Mr. Mills: Are there any other comments from the audience?

Resident (Sandy Schoonmaker, Berwick Way): I just want to make it clear. I didn't want you to remove any speed bumps. I'd like to see another one right in front of my house.

Mr. Mills: Do you have approval from Sandy? Can we have a discussion from the Board at this point in time?

Mr. Showe: Yeah. I think it's time to go back to the Board.

Mr. Mills: Richard, do you have anything to say? You lived on Balmoral Way?

Mr. Bosseler: I have a speed hump and it's not a problem. Not a problem at all. The noise is minimal. Most of the cars stop. A few don't and try to fly over it. Our bedroom is perpendicular to the road. It's not a problem. I'm not saying that we need to do it. I'm just saying that there's been a lot of negatives over the last couple of years about speed humps and they are not a problem. Right, Rick?

Mr. Brown: It's in front of my house.

Resident (Not Identified): The hump itself is not a problem. The unsightly signs are ugly.

Mr. Brown: It doesn't bother me and it hasn't impacted my property value.

Resident (Not Identified): I disagree with that completely, sir. I think that's an inaccurate statement.

Mr. Brown: Well, I'm sorry.

Resident (Not Identified): If you were saying that the houses were selling for a good amount of money more than a couple of years ago, I think that that's a reflection of the market in general. It's very difficult to determine what the actual selling value or price point is.

Mr. Brown: Your point is well taken. However, the person that bought the house across the street from me for \$1.1 million said that he was glad to see the speed hump near his property.

Resident (Not Identified): I'm just telling you what the research indicates.

Mr. Showe: I think we need to keep it to Board discussion at this point.

Mr. Mills: Let's put this to the Board so we can make a decision. All right, Carolyn.

Ms. Witcher: The homeowners that live on Balmoral have not been contacted by the BCA. I'd like you to talk to Sandy if you could, to get the name and address of the lady that is your VM, so you can contact her. Give her your email address. Otherwise, you won't know what we're going to discuss. You will find out what we discussed at the last meeting. Sandy sends out very good information. We don't know what happened, but you need to contact her before the end of the meeting.

Resident (Not Identified): I have never received anything from Dee. Once Jerry resigned, we received nothing.

Mr. Mills: There is always a lack of communication. I sympathize with all of you, believe me, but we try very hard to be as transparent as we can. I say that word cautiously because look at our government today. It's a transparency that we're after. We want you to know what's going on. The sad part of it is, the reason Sandy does what she does, is because we can't put the official minutes online until, as Jason said, they are approved by the Board.

Resident (Not Identified): Right.

Mr. Mills: So, it's after the fact.

Resident (Not Identified): So, 30 days or so.

Mr. Mills: Right. I'm glad to see all of you here because it tells us that you have an interest in our community and that's great. I applaud you for being here to let us know how you feel. Alright? Do you have anything else Carolyn?

Ms. Witcher: No. Sandy is taking notes.

Resident (Sandy Schoonmaker, Berwick Way): The VM for Balmoral is Dee Waldron. Her email is [VMBalmoral@BaytreeCA.org](mailto:VMBalmoral@BaytreeCA.org).

Resident (Not Identified): The alternative to that is just to put it out as an email.

Ms. Witcher: That's what she's doing.

Resident (Not Identified): You don't have to wait until it's approved to set that up. Make sure you say, "*This has not been approved yet,*" but let us know.

Resident (Sandy Schoonmaker, Berwick Way): What does the Board want me to put in my report for this meeting?

Mr. Mills: We haven't made a decision yet. That is what the Board is trying to do now.

Ms. Hill: Can the Board vote independently on each one?

Mr. Showe: Absolutely. I will note that the pricing may vary because there is some cost to get the vendor out. So, I wouldn't say that you couldn't split the cost in half. Now you might be able to, but I don't know. We couldn't commit that you could cut the price in half and that's the cost.

Ms. Hill: Obviously, the people who brought it to our attention initially had a concern, but they are not represented here. They asked for one in front of their homes, and all these people that are represented here today are saying they don't want one.

Mr. Mills: Jason, do you have from our last meeting the addresses of where these speed humps are?

Mr. Showe: Sure.

Mr. Mills: So that they know we are at number 1, which is the closest one.

Ms. Witcher: Number 1 is 962 and Number 2 is 1043.

Mr. Mills: Is there anybody before 962 or around 962?

Mr. Brown: No. They are all in the back.

Mr. Mills: Alright. Is there any more discussion?

Ms. Witcher: No, I think that's it.

Mr. Brown: Alright. Then I would like to hear a motion for a speed hump near Southpointe.

Mr. Brown: I would make a motion that we not put one in based upon the discussion.

Mr. Showe: Then you don't need a motion.

Mr. Mills: We just don't do it.

Mr. Bosseler: I think we should table this issue until the next meeting and give those folks a chance to get on the same page.

Mr. Mills: Okay.

Mr. Brown: I agree with you.

Mr. Mills MOVED to table consideration of the speed bump proposal until the next meeting to allow for further resident feedback and Ms. Witcher seconded the motion.
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Mr. Brown: Is there some way that we can communicate to the residents that live, in my definition, the upper part of Balmoral, which would be 901 through whatever?

Mr. Mills: 962.

Ms. Witcher: Maybe a little farther than that; Old Tramway Drive to Ambrose.

Resident (Sandy Schoonmaker, Berwick Way): The problem is with the email addresses for those individuals. I don't believe you folks have them.

Mr. Showe: No, we don't. The reason we don't is everything the CDD has is a public record. So, if I have your email address and some banker calls and says, *"I need all of the email addresses you have,"* I have to give it to him. There is no other requirement, but I've had contact with Ms. Waldron and I can certainly put something together. I'll provide a draft to the Board. If

you guys are okay, I can send it to her and hopefully, she'll be able to get it out to the residents. That way, we don't have public record.

Resident (Sandy Schoonmaker, Berwick Way): That's what I was going to suggest. In the meantime, those of you who feel you're not hearing from Ms. Waldron, contact her because she may not have your email address. Dee probably got with Jerry. People change their addresses, they move, whatever. So, we are putting the onus upon you as the residents to give her your email address and then make sure spam doesn't pick it up.

Mr. Showe: If that's the Board's pleasure, I can put together something from the CDD, send it to her, and that way she can send it out. I will collect any comments that we get back from residents.

Resident (Not Identified): Are the minutes posted online?

Mr. Showe: Correct.

Resident (Not Identified): I'm looked online and I see that the last minutes are from August 4<sup>th</sup>. Maybe I'm looking at something incorrectly.

Mr. Mills: There should be one for December.

Mr. Showe: The December ones were just approved.

Mr. Mills: That's right. We're going to approve them today.

Resident (Not Identified): So, there was no meeting in September, October or November?

Mr. Mills: No.

Ms. Witcher: We had workshops, but those minutes are not posted. You have to come to the meeting and listen to us.

Mr. Mills: So, is it the Board's wishes that we table this item until all of our neighbors have been notified in the area?

Ms. Witcher: Yes.

Ms. Hill: Sure.

Mr. Mills: Does that meet with your expectations? Before we make any decision, we want to hear input from all of you; yay or nay. You don't have to give us the reasons why because we already know. We've been through this before. I'll support the one at the upper end, which is the near Old Tramway Drive. I don't support the one down near Southpointe.

Resident (Sandy Schoonmaker, Berwick Way): I guess I'm just confused. Are you asking us to go get the feedback or is the Board going to take responsibility?

Mr. Showe: I'm going to send an email to Ms. Waldron and she is going to circulate it to you guys. It will have my email address on it and you can respond to me directly.

Ms. Hill: It's our responsibility to contact our VM. Sandy just told us how to do that. So, in order to get the information that's going to be passed around, it's our responsibility to contact the lady and give her our email address so that she has it.

Ms. Witcher: She's speaking as a homeowner now, not as a coordinator.

Mr. Pawelczyk: I don't want to interrupt, but there's a motion on the floor to table this item. You have to table to a date certain.

Mr. Mills: He said, the next meeting.

Mr. Pawelczyk: That date, sir, is April 6, 2022.

Mr. Showe: Correct.

Mr. Mills: Right.

Mr. Pawelczyk: I'm only bringing that up because at that meeting, people will have the same opportunity to voice their opinions.

Mr. Mills: That's correct.

Mr. Showe: I'll put that in the exchange that, that would be the date the Board anticipates reviewing discussion.

Mr. Pawelczyk: Exactly.

Resident (Not Identified): How will the people who are not at this meeting know?

Mr. Mills: He is going to approach your VM to get the information out to all of the residents.

Mr. Pawelczyk: You can tell your neighbors.

Mr. Mills: If you don't have an email, ask your neighbor. Did you get an email from Ms. Waldron about this?

Resident (Not Identified): I guess. I think I hear you saying that it's the residents' responsibility to make sure they're getting communications.

Ms. Witcher: Yes.

Resident (Not Identified): We already gave our email address to Mr. Jerry Darby.

Resident (Sandy Schoonmaker, Berwick Way): He gave it to Dee. You're passing that from person to person. To be on the safe side, you folks should just go ahead. You say, how are we supposed to know that? When we had the Baytree Living newsletter, it went out in every

newsletter she sent out. There were instructions telling people what to do. Before Stephanie passed away, it was in every newsletter that she sent out informing residents that it was their responsibility to let their VM know their email address. People have been told. They're just not reading it. That's the problem.

Mr. Mills: I know some of you have sat through this and I think now's the appropriate time for those who haven't been here. There's a big difference between the CDD and the BCA. The CDD is in charge of all the common area in Baytree; tennis courts, swimming pools, sidewalks, streets, streetlights, monuments, landscaping, security. That's where it stops. The BCA is what is responsible for all of you, not us. So, that's the reason there's a VM for each community. That VM must report to you on anything, activities that are going on in the community. Sandy does, excuse my language, a hell of a job putting it together, and she makes sure before she writes it that the Board is okay with it. So, the VM is your responsibility, not the CDD.

Resident (Not Identified): But what you do affects the VM and affects us.

Mr. Mills: It does.

Resident (Not Identified): The buck doesn't just stop in one spot. You're the ultimate one.

Mr. Mills: That's why the CDD and the BCA work closely together now because it didn't before. We share information back and forth. Bob's the new BCA Chairman and we communicate regularly back-and-forth. So, the BCA is actually where you need to start, but at the same token, since it is a CDD issue, you do need to come and you did. I greatly appreciate it.

Ms. Witcher: The signs that are at the front and back gate, saying that there's a meeting, is usually the HOA or CDD. It tells you where the meeting is at. We welcome you to come and see us. Because we will sit here and have a meeting and there will be two people.

Mr. Mills: There's a motion to table this item until the April meeting to allow more resident feedback.

On VOICE VOTE with all in favor consideration of the speed bump proposal was tabled until the next meeting to allow for further resident feedback.

Mr. Showe: Is there anything else, Peter?

Mr. Armans: Do you have any questions for me at this point?



Mr. Mills: No.

Resident (Not Identified): I have a question. I'm just wondering with the speed bump that you already have in place on Old Tramway Drive and Baytree Drive, do you feel that the speed bump will slow cars down?

Mr. Mills: It does.

Mr. Brown: Did it solve it? Not totally. But more and more people are slowing down when they get to the speed hump and 99.9% don't gun it after they get over the speed hump.

Mr. Bosseler: A lot of our speeders are vendors, not necessarily residents, a lot of Amazon and delivery people,

Mr. Mills: FedEx.

Resident (Not Identified): When a lot of golfers leave late in the afternoon, they speed through. I see it all the time when I go to the mailbox at night to get my mail. Where you turn off of National Drive from Old Tramway Drive, they go zipping through the stop sign and tear up Old Tramway Drive.

Mr. Brown: We should inform the Sheriff to send someone to sit about 30 yards onto National Drive to ticket those that don't stop on Old Tramway Drive and National Drive.

Resident (Not Identified): I live just off of one of the speed humps too and I don't like the ugly signs, but I do see people slowing down. So, it has had an impact. Maybe half of the people now are stopping at the stop sign at the corner of the National Drive and Old Tramway Drive, not necessarily the golfers late in the afternoon, but I do see a big improvement. I didn't want to see those put on my street, but I recognize the need for it and I do see that it has a positive impact. It's a safer street than what it was.

Resident (Not Identified): What does it take for you guys to look at putting another speed bump on Kingswood Way?

Mr. Mills: That will also be addressed.

Resident (Not Identified): Okay.

Resident (Not Identified): It sounds like they're not working. He wants another one.

Mr. Mills: Well, they were a long distance away.

Ms. Hill: No, it's not. It's four houses away.

Mr. Mills: I'm talking about four houses from where the first one is to where the second speed hump is. There are more than four houses.

Mr. Showe: We can certainly have the engineer to look at it. I will tell you again, there are FDOT's regulations that we have to follow. There are distance requirements between those speed humps. They are typically aligned in such a way that it's supposed to regulate you keeping that top speed. So, if you slow down for one, you're supposed to be able to not get to the speed again until you hit the next one. So, there are distance requirements. There are all FDOT regulations that are beyond what this Board can just say, *"We want to add something there."* We've got to look at the alignment.

Ms. Witcher: That's why we had the engineer evaluate them. So, we don't get in trouble with the county.

- **Consideration of Work Authorization (Added)**

Mr. Armans: I had one more item regarding the Stormwater Needs Analysis.

Mr. Showe: We have that item on the agenda. Do we want to just cover that now, Peter?

Mr. Mills: Well, wait a minute. You're welcome to stay. If not, you can leave, but we'd like for you to stay.

Mr. Showe: This is part of your agenda, Item D, consideration of Work Authorization 2022-1. I know Mike's referred to it before. It is regarding some new legislation that is required. Peter, if you want to touch on it.

Mr. Armans: Correct. This is a new requirement by law for all Special Districts to prepare a 20-year Stormwater Needs Analysis Plan with a five-year project plan for all CDDs. It would require us to do a lot of inspections on all of the infrastructure maintained by the CDD. That plan is required to be submitted to the counties at the end of June. So, in order for us to have enough time to get that work done, we probably need to move right after this meeting, if you guys approve it. Again, if you don't approve it, you will have to figure out another way to get that work done and submitted by June. If you postpone it to another meeting, that might put us in a time crunch to do that work. So, that's the background. It's a new requirement by law, which all of the CDDs have to abide by.

Mr. Mills: For the sum of \$17,000.

Mr. Showe: All of our engineers are all in that range.

Mr. Mills: This is something that we did not budget for.

Ms. Witcher: You have a budget of \$35,000 for your engineering, but through December, you haven't used a whole lot of it. So, I think there's enough capacity there to cover this. Once every five years you have to do this report. So, it's definitely something we're going to keep track of. This is a Florida Law and there's not a whole lot of flexibility.

Ms. Witcher: There's no wiggle room.

Mr. Brown: I don't think we have any other choice.

Mr. Mills: We don't have a choice.

Mr. Showe: You have a choice, but I'm not sure what that would be.

On MOTION by Mr. Brown seconded by Ms. Witcher with all in favor Work Authorization 2022-01 to prepare the Stormwater Needs Analysis Report in the amount of \$17,000 was approved.
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Mr. Mills: Jason, I know you're under a lot of pressure right now, but I would appreciate if some of these handouts could be given to us in our booklet.

Mr. Showe: They arrived within yesterday. A lot of these came within the last day or two, so I didn't have a chance to include them. If we had them in advance, we certainly would include it.

Mr. Armans: We have been trying for a very long time to get quotes. All contractors with no exception are behind on everything. We are lucky to even get quotes. I told Jason that, we may not have quotes until the following meeting, but we did everything we can to at least have a quote by now. We have contractors before December that are still not able to provide quotes. Everybody is very busy. There is a shortage of materials. Costs are changing all the time. The cost of asphalt today is not going to be the same. After the next meeting, even the speed humps, if the cost of asphalt goes up drastically, they might increase the price by the next meeting. We're doing our best to get quotes to you as soon as possible. I'm sorry if we can't always provide it a week in advance, but again, we're doing everything we can for you to have enough time to look at it.

Mr. Mills: Okay. Thanks, Peter.

Mr. Armans: Thank you guys.

**THIRD ORDER OF BUSINESS****Community Updates**

- **Isles of Baytree** (*Item 3C*)

Mr. Mills: Alright. moving along. I'm going to ask that we go to the Isles of Baytree first because Joanne needs to leave.

Resident (Joanne Wagner, IOB): Thank you, Mel. I just wanted to thank security because we had an issue in IOB last quarter with some residents that were out of control. One guy had to be escorted into his house. A resident did call security to keep someone from coming in and they never did get in unless they were with the police. They followed the instructions that they were given from the police and everything else. The resident wanted me to thank you for that because it's been resolved. So, we got that taken care of. We got our zoo fence finally finished after one year. We just have to pressure clean it. We did both sides. We worked with the zoo on that. I asked them to do that going forward because when they mow, they usually throw all of that mud against that fence. So, we worked with them on that. That is finally finished. We have no homes for sale in IOB right now. There is one that's coming up, but it's already got a contract. They are going for at least \$400,000, for smaller houses than what you guys have. We had one just sell for \$495,000.

Mr. Mills: Wow.

Resident (Joanne Wagner, IOB): They are selling for a lot in there.

Ms. Witcher: Almost double the cost.

Resident (Joanne Wagner, IOB): Exactly. Those were the ones in the front. It wasn't even the ones on my street on the golf course back there. Those are way over \$500,000. There are some that are listed at over \$500,000. Whoever thought that would happen? But it did. Our landscapers have finally increased their fees. After five years, we did get an increase for \$10,000. It's pretty much expected with the price of gas and we had to pay more for Work Comp and pay his employees more. One of our projects this year is to replace all of our pool chairs because they are just about dry rotted. We are going to take care of that. Another Board Member has asked to come on the Board. So, now we have four people. I'm happy about that. Other than that, everything's going pretty smoothly.

Mr. Mills: Are there any questions?

Resident (Joanne Wagner, IOB): I just want to make a comment on the speed humps. When we went through this discussion, I was on that committee and we had the same thing going

on. Everybody was against it, especially in IOB. Once they were put in, I've only had one person complain about that from our subdivision out of 104 houses. That person is the worst speeder we have. So, it worked out. They all thanked us.

Mr. Mills: Thank you. Security?

**A. Security**

Mr. Hunter: I'm happy to be here today. We have had six visits from field and administrative staff to the officers here since the last meeting. Matt has done a good job on the in-house training. I've given the parameters of COVID. We all know what we are doing. Matt dealt with customer service and the Visitor Management System (VMS) with his officers. I feel like the relationship between Baytree and the security staff has vastly improved since we first started. I would like to thank the Board for that and the residents. We are seeing a lot less incidents at the gate. I think people are buying into having security here.

Mr. Mills: Are there any questions from the audience that they would like to pose to security? Okay, great.

Resident (Sandy Schoonmaker, Berwick Way): Are you still doing the letters if we get somebody? You are still going to take care of that, right?

Mr. Hunter: It's generated through the Board and GMS, but they do ask us.

Resident (Sandy Schoonmaker, Berwick Way): So, if I had someone ask anything like that, we will just give it to Jason or whoever.

Mr. Showe: Well, the way it works is they run a report. If there's a note in the report that somebody was belligerent or abusive, we go to security and say, "*Hey, do you think this has risen to a level that we need to send a letter?*"

Mr. Brown: Yeah. We've sent letters to homeowners and we've also sent letters to vendors whose representatives have not been overly courteous to the guard who's just doing his job. I had a meeting with the security company before the meeting and they have presented a proposal to increase the rates for the guards and the supervisor about \$10,000 a year over what their present rate is. They are having difficulty maintaining some of the guards at \$13 an hour and are recommending increasing the rate to \$14.50. The net impact on the budget is basically half of the \$10,000 because we're already into our budget, but I've asked Val to redo the proposal. When we get it, I'll get it to Jason and we can discuss it at the March meeting and the

workshop and then finalize it in April. If there's a way that we can approve it before that, it's going to happen. We've got a cadre of security officers that have been here for two to three years. They know everybody and I don't want to upset that at this point in time.

Mr. Mills: Well, I think we can take \$5,000 from Val.

Mr. Brown: We could.

Mr. Mills: And \$5,000 from Bill.

Mr. Brown: I only need \$5,000. So, \$3,000 from Val and \$2,000 from Bill.

Mr. Mills: Okay that will work.

Mr. Brown: But another issue did come up and I don't know whether this is the appropriate time to bring it up or not.

Mr. Showe: It's regarding security, so I think it's a good time to bring it up.

Mr. Brown: One of the things that has come up recently is that there was a resident who approached the security guard at the main gate indicating that their significant other had been arrested for beating him or her. She didn't want this individual coming back into the community. So, it was kind of be on the lookout. I don't know what we can do about that because it's a public street. My sense is that we can't do anything unless there's a court order that says John Smith cannot come near this particular address. Is that about it?

Mr. Pawelczyk: You are absolutely correct.

Mr. Brown: So, if a resident comes up to the guard, the guards don't have the authority to stop somebody from coming in. They can check their license and everything else and pretty much that's it.

Mr. Pawelczyk: I think so, unless the court directs them otherwise. If they have a transponder and have the ability to get in, what is the guard supposed to do?

DSI Representative: When we discussed this, I think the appropriate thing for the officer to do so we don't have any irritated residents trying to record something that's very personal in nature to them, is that we give them a slip of paper with GMS management's number on it and they contact GMS.

Mr. Mills: Okay.

DSI Representative: They instruct us if there is a court order so we would be able to ask the person that came through the line to please turn around or we will be calling the Sheriff.

Mr. Pawelczyk: But even then, it would be doubtful that a judge would prohibit someone, especially a government on the street.

Mr. Mills: Especially if they are part owner of the property.

Mr. Pawelczyk: Exactly. They can prohibit them.

DSI Representative: For the one that I was discussing, there was a court order that he wasn't allowed to come into that residence without a police escort. So, that was the case for that one that I was discussing.

Mr. Pawelczyk: That court order would need to go to whoever needs to see it.

Mr. Hunter: Its only limited to the residence.

Mr. Pawelczyk: To the residence or the units.

DSI Representative: That is correct.

Mr. Brown: So, we couldn't stop that person from getting into the community?

DSI Representative: No.

Mr. Brown: We are caught between a rock and a hard place.

Resident (Not Identified): So, the conclusion is you can't do anything.

Mr. Mills: No.

Mr. Showe: It's a law enforcement activity.

Mr. Pawelczyk: If someone comes in and they're irritated and are presenting an aura that they are going to do violence to somebody, I will assume the guards are going to call the police.

Mr. Hunter: Absolutely.

Mr. Pawelczyk: So, it's not like they can't do anything. They are going to assess a threat, but we can't tell them that they can't come in, just like you can't tell me, I can't come into the community because there is government on the streets.

Resident (April Simmons, Daventry Drive): I have a three-year-old foster child. At the gate, I have given pictures of the parents to the guards. Should I give them the court order?

Mr. Hunter: Are they court ordered not to be around the child?

Resident (April Simmons, Daventry Drive): Around the child, yeah.

Mr. Hunter: Okay, so that court order is for your residents, but that's not saying the officers at the gate can't call law enforcement.

Mr. Pawelczyk: Correct.

Mr. Hunter: I would like for you to understand that everybody has different interpretations when they see a picture. They will sit there and say, *"Was that him, was that her?"* The officers will do the best job that they can with what they have. Certainly, if we see somebody that is not supposed to be here and in your case, they have a picture of it, we will certainly call law enforcement.

DSI Representative: So, I should say to the residents, *"If you have any concerns about individuals who are accessing your house, please report ask the security guard to give you the contact for the GMS."*

Mr. Hunter: For GMS.

DSI Representative: And they will handle the situation.

Mr. Hunter: Yes.

DSI Representative: Okay.

Mr. Pawelczyk: They will respond. If I were you, I wouldn't even put it in the report because it's not a matter of the Board acting.

Mr. Showe: No.

DSI Representative: Alright. It is just a matter of interest for us sitting here. Okay. That makes me happy.

Mr. Mills: I agree with you Mike. If the person's agitated, the guard should call the police.

Mr. Showe: The guard always has the ability to call the police. If he feels something is going to happen notify law enforcement, but we also cannot deny access.

Mr. Pawelczyk: We also use this same example. We've done this in other communities. Let's say it's a new community and you've sold 20 of the 1,000 homes and there's a white truck coming in at 2:00 a.m. The guard can tell them *"No."* Why? Because that truck is coming in to steal appliances. Maybe not here, but in Miami-Dade County, that's what happens. So, the guard will just say, *"No you can't come in because there are only 20 homes."*

Mr. Showe: Right.

Mr. Pawelczyk: Or they immediately call the police and say, *"Suspicious white vehicle arriving at 2:00 a.m."* There are a lot of homes in here that are built, furnished, yet no one's living in them. Then the police will send somebody else. So, while you're not prohibiting them, you are responding to potentially illegal activities.



Mr. Mills: What we don't want is a domestic situation.

Mr. Pawelczyk: Correct and it happens. Jason has had examples. I've had examples that I don't like to share here in public particularly in Miami-Dade and Broward. There's been some bad activity.

Mr. Mills: Is there anything else for security? By the way, Matt and the officers are doing a great job.

Mr. Hunter: Thank you. It's always a pleasure to hear that.

Mr. Mills: Yes absolutely. Matt is probably one of the finest officers we've had.

Mr. Hunter: He's a great guy. He's been with DSI for a while. He worked with us at a hospital down the road that we no longer have the account. When Matt left that hospital, he sought DSI out and it just happened to work out that we needed a Site Supervisor here. I'm very happy that it's working out for everybody. Matt is thrilled to be here.

DSI Representative: He's getting his five-year pin today when we leave here.

Mr. Mills: Good. If nothing else thank you very much.

## **B. BCA**

Mr. Mills: Bob?

Mr. Eksten: First of all, we have our next meeting on February 14<sup>th</sup>, which is Valentine's Day. I would encourage everybody to come. For the folks that are not getting word from what's happening at our meetings, unfortunately we don't often have many VMs that come to the BCA meetings. I think they rely too much on Sandy and that may be part of the problem.

Resident (Not Identified): What time and where?

Mr. Eksten: 1:00 p.m. here at Clubhouse on February 14<sup>th</sup>. What we are working on currently is we decided to revisit our mission statement, not that there was something terribly wrong with our mission statement. We thought that it's good to refresh that once in a while and look at where our focus should be as a new group. We also have unfortunately a couple of ARC issues. One of which will be, my going to court on the 16<sup>th</sup>, two days after the meeting over a homeowner issue that has been very difficult to resolve. The last thing that we want to do is collect fines. That's not what we're about. What we are about is protecting everybody's property values. So, we do have to have inspections. We do have to have somebody going around and spotting things that in most cases, is a good reminder for a homeowner that may have not been

aware of the fact that their roof was getting bad and needs to be cleaned or whatever. Some people take it as, a gestapo tactic on our part, but we're really not the gestapo. We're doing this to protect everybody's homeowners' values. So, that's the purpose of it. Believe me, we don't like to get into fining situations, but as Rick can tell you, it does happen and it seems to be something that we can never get rid of. Some people simply do not like to have rules. To that point, I would ask Mel, if the BCA will pay for it, to put a sign where we have the one sign on the last island before you get to the gatehouse saying that this is a deed restricted community. Because sometimes we hear that people think, *"Well, I was never told that we had to get approvals for doing this or that."* That is in your deed when you sign it over. Perhaps relators are not doing their job and saying that this needs to be done. So, maybe that little extra reminder would help so people understand that there are rules to protect all of our property values and to please follow them.

Mr. Mills: Do we know what happened to that sign?

Mr. Eksten: I don't.

Mr. Mills: If we had one before, it's gone. I don't know when we re-landscaped the islands, if it was taken out. Where it says, *"Be Prepared to Show ID,"* right below it, it should say that it is a deed restricted community.

Mr. Eksten: On the same signpost.

Resident (Not Identified): Maybe they can do a welcoming basket or something.

Mr. Eksten: We do.

Resident (Not Identified): They do, along with the letters about the CDD and BCA.

Resident (Not Identified): I'm glad to hear that you're considering putting it on at least an existing sign and not adding yet another sign to the community. If people are not aware, I'm not sure they're going to know what deed restricted means.

Mr. Eksten: When you move in here, you legally signed that.

Resident (Not Identified): I know, but I'm just not sure that putting another sign is going to make a difference. Maybe there needs to be more communication.

Mr. Eksten: People come to us all the time saying, *"I didn't know I had to do this."* It's just a reminder that this is a deed restricted community. So, look at things before you decide to paint your house without telling the ARC that you want to paint your house.

Resident (Not Identified): I guess my point is I'm not sure everybody's going to put together the words, "*Deed restricted*," meaning that I need to get permission to change the color of my house.

Mr. Pawelczyk: It's standard HOA Community Association language in the State of Florida. That's really a BCA issue. I think what the Board is saying is if you wanted to use our ID sign, and put up a deed restricted sign, it's okay.

Mr. Showe: Yes.

Mr. Mills: Also, realtors are not telling new buyers what deed restrictions really mean. They sign a paper that they shove underneath them and say, "*Please sign here*" and that's it. So, we're saying if a person comes looking for a piece of property and they see that it's a deed restricted community, they're going to ask the realtor, "*What does that mean?*"

Ms. Witcher: Mel, they're buying the houses online. They don't even see the house. They have a realtor and say, "*I bought a house in this development.*"

Resident (Not Identified): We have a neighbor who bought a house and paid over a half a million dollars, but never saw it.

Mr. Pawelczyk: That's beside the point. Before they sign anything, their real estate lawyer, if they're smart enough to hire a lawyer, will go through all of the title exceptions with them, which includes the Declaration of Covenants for the BCA and the CDD.

Resident (Not Identified): I'm just not sure if a sign is going to make a difference.

Mr. Pawelczyk: Because realtors don't do that. When you sign your deed and you sign everything else, you acknowledge receipt of all this information. If you didn't read it, even if you've never looked at it, that's your fault. I say that as a lawyer because when I bought my first house in 1995, I didn't look at all that stuff and I'm a lawyer. Luckily, it didn't bite me in the butt, but now as a CDD lawyer who deals with communities like this with BCAs and HOAs and CDDs, I tell everybody, "*You have to look at your title work and if you don't understand it, you ask your realtor.*" Your realtor probably doesn't know what anything means, so you've got to ask somebody who knows something about real estate or who has already bought a house in a community like that.

Mr. Mills: Bob, it's all taken care of and we'll get the sign.

Mr. Eksten: Thank you.

Mr. Mills: Did you have anything else?

Mr. Eksten: No.

Mr. Mills: Okay. Then we will move along.

**C. Isles of Baytree**

This item was discussed.

**FOURTH ORDER OF BUSINESS**

**Consent Agenda**

**A. Approval of Minutes of the December 8, 2021 Meeting**

Mr. Showe: We've received some minor corrections and if there aren't any others, we can take a motion to approve as amended.

Ms. Hill: The only thing is the time of the prior meeting was not 1:30 p.m. It was 7:00 p.m.

Mr. Showe: Got it.

Mr. Mills: While we're talking about that, since there were not very many people at that meeting, which has been the fourth night meeting that we've had, I would like to see us not have any more evening meetings. How does the Board feel about that?

Mr. Bosseler: I agree.

Mr. Brown: Fine by me.

Ms. Hill: I agree.

Ms. Witcher: I agree.

Mr. Showe: That's fine. When we do your schedule in August, we'll make sure it reflects that.

Mr. Mills: The December meeting will be at the regular time. Very good.

Mr. Showe: Got it. We need a motion to approve the minutes as amended.

On MOTION by Ms. Hill seconded by Mr. Mills with all in favor the Minutes of the December 8, 2021 Meeting were approved as amended.

**FIFTH ORDER OF BUSINESS**

**Agenda**

**A. Discussion of Porter Proposal**

Mr. Mills: Jason, you want to do the discussion of the porter proposal?

Mr. Showe: Sure. Actually, this is another one that we just received yesterday. We did reach out to the guy who does the custodial work at the pool. I handed out an email. He basically walked from Wickham Road to the guardhouse. He figures it would take him about an hour-and-a-half to walk and pick up any trash or debris. It would be \$37 each time. So, for four times a month, it would be \$150, if the Board wanted to do that.

Mr. Mills: That is strictly from the front?

Mr. Showe: From Wickham Road to the guardhouse on both sides.

Ms. Hill: Just to the guardhouse?

Mr. Showe: Correct.

Ms. Hill: Just to the entrance?

Mr. Showe: Correct.

Resident (Sandy Schoonmaker, Berwick Way): Just to pick up trash?

Mr. Showe: Yeah. That was the request from the Board. It hasn't been approved. It's really up to you guys to discuss.

Mr. Mills: Sandy, you and your husband walk a lot. You see trash, beer cans, everything.

Resident (Sandy Schoonmaker, Berwick Way): Yeah. It's disgusting.

Mr. Mills: It's a mess.

Mr. Showe: I figured it's a pretty reasonable cost and you can try it out for six months and see if it makes a difference.

Mr. Mills: How does the Board feel about that?

Mr. Bosseler: I think we should give it a try.

Ms. Witcher: See if it improves, especially during this busy time.

Mr. Mills: Exactly.

Mr. Showe: Is there a particular day the Board would like for him to do that?

Mr. Mills: Mondays probably would be good.

Mr. Showe: Yeah, that's what I was thinking.

Mr. Mills: After the weekend.

Mr. Showe: I'm just making sure.

Ms. Hill: There are tons of beer cans everywhere.

Mr. Mills: I know.

Ms. Witcher: They don't want them in the car when the police stop them.

Mr. Showe: We need a motion to approve. Do you do it for six months?

Mr. Mills: Yes.

On MOTION by Mr. Hill seconded by Mr. Bosseler with all in favor the proposal for porter services to pick up trash from Wickham Road to the guardhouse four times a month for six months in the amount of \$150 was approved.

Ms. Witcher: Can you let him know that we are just going to do it for six months?

Mr. Showe: Yes. He's real flexible.

**B. Discussion of Speedhump Proposals**

This item was discussed.

**C. Consideration of Amendment to Pool Services Agreement**

Mr. Showe: We were notified by the pool vendor that they had to increase their fees, basically due to chemical costs. I think Alan can attest that we have seen this pretty much with every pool vendor we deal with. This would have an impact of about \$1,000 on their account line, I think, for the remainder of this year. Obviously, we'll adjust the budget next year. I think they do a really good job. So, this would be our recommendation. Again, we're seeing this with every pool vendor simply for chemical costs.

Mr. Mills: Richard, since that's under your jurisdiction, how do you feel about that?

Mr. Bosseler: I'm satisfied with this company.

On MOTION by Mr. Bosseler seconded by Mr. Brown with all in favor the Amendment to the Pool Services Agreement with Beach Pool Service was approved.

**SIXTH ORDER OF BUSINESS**

**CDD Action Items/Staff Reports**

**A. CDD Action Items**

Mr. Showe: Sure. I know that one item we were working on was the proposal for the pickleball court. We did have the old proposal revised to reflect the correct amount of fencing, which increased it to \$35,600. Similar to what Peter said, there's a vendor that we typically use

for sports varsity. He got sick and just hasn't been able to get to it. He expects to have it shortly. So, what I would anticipate if the Board wanted to, is to bring these back to you at your budget workshop to see how you fit these in. Obviously, \$40,000 is a lot. Also, Alan, I were talking. Is there a desire from the Board to look at temporary pickleball striping just to see if there is an interest? I hate to have you spend \$40,000 and not have it get used. I don't know if there's been a whole lot of interest.

Mr. Bosseler: You mean putting stripes on one of the tennis courts?

Mr. Showe: It's an option.

Mr. Bosseler: We tried to go that way and we were asked not to by the tennis players.

Mr. Showe: Alright. Understood. They are not going to like it.

Ms. Witcher: But there are other people in the development besides the ones that play tennis that say no. It's a temporary item, just to try it.

Mr. Bosseler: Alan, how would you do it? With tape?

Mr. Scheerer: Yeah. We have to bring out one of the sports court's companies and they would have to lay it out. Usually, it's just a temporary tape.

Mr. Mills: You're probably talking, what \$5,000?

Mr. Scheerer: I've never done a temporary tape. We've always done permanent.

Ms. Witcher: Why don't you get us a price on that?

Mr. Showe: We could do that.

Mr. Scheerer: Yes, ma'am.

Ms. Witcher: Get a price and then we can decide whether we want to spend the money.

Mr. Brown: Can you put it on the agenda for the workshop?

Mr. Showe: Yeah. We expect to have the proposal from the other company at the same time. Other than that, we just have the beautification plan. They already started on the conservation areas now.

Mr. Mills: Okay.

Ms. Witcher: What is the cost going to be on that?

Mr. Eksten: I was just going to make a quick comment on the pickleball. I don't use the Baytree tennis courts. There are only two tennis teams and we play elsewhere. The problem with pickleball is it is a very loud distractive noise. It's mostly ladies that are playing. Every Thursday

morning when I go by, it's full. There are probably 15 ladies out there playing. If you ever had pickleball going on where they ever had any kind of a tennis match, I'll go berserk.

Mr. Mills: Yeah.

Mr. Eksten: The pickleball court is one thing, putting it next to an existing tennis court if there are tennis players playing tennis is another.

Resident (Sandy Schoonmaker, Berwick Way): I think the other consideration too is right now snowbirds are here and you're going into the summer session. Pickleball is my age, people, let's be honest, and we are not really out in the summertime and you can't do it now. You've got a lot of time to worry about it.

Mr. Mills: Well, I was going to suggest that we table it again. Go ahead and get a quote and then we'll discuss it at the workshop.

Mr. Showe: Sure.

Mr. Scheerer: Yes sir.

Ms. Hill: When we did the survey, wasn't pickleball very high on the list of things that people want?

Mr. Mills: Yeah.

Ms. Witcher: It still is.

Mr. Mills: We keep tabling it. Sandy's got a good point.

Resident (Sandy Schoonmaker, Berwick Way): Yeah. You're running out of the season.

Mr. Mills: We are. Probably to get somebody to do it now, it could be months getting to it.

Mr. Showe: If you approve it now, you might have it by next season. That's the reality of construction.

Resident (Sandy Schoonmaker, Berwick Way): Exactly.

Mr. Scheerer: We will price it.

Mr. Showe: Other than that, they started doing the conservation trimming.

Mr. Mills: Also, if you've noticed at the bottom of the stop signpost, there's white paint. That's primer. The person that painted it the last time didn't prime the metal before they painted it, so it's peeling off. So, we're having all of the stop signs in the entire community re-done. They are going to go out six inches from the base and put a black rim and fill it with stone so that the



weed eaters will not take off the paint on the stop signs. We're going to do that for all of the signs. Then I have some things that I'll go over when it's my turn.

Mr. Showe: That's all that we have.

**B. Additional Staff Reports**

**i. Attorney**

Mr. Pawelczyk: I don't have anything further unless the Board has any questions for me.

Mr. Mills: Nothing coming out of Tallahassee?

Mr. Pawelczyk: Well, the session just started. There's a bunch in there, most of which will probably disappear by the time we get to talk about it.

Mr. Showe: Hopefully.

**ii. District Manager**

**1. Field Manager's Report**

Mr. Showe: I would like to introduce everybody to Alan. William is no longer with GMS, so Alan is back. We can have him go through his Field Manager's Report.

Mr. Scheerer: I don't have a formal report prepared for the meeting today, but it's good to be back in Baytree. I have to tell you what an amazing turnaround this community has had. It just continues to improve. I see the stonework. I see the flagpole relocation. I've seen everything that's going on. It wasn't going on when I was here and it's made quite a difference in your community. So, good to you, good to your Board and the residents for supporting all of the work that has been done out here. Every Monday, I'm out there about 7:30 a.m. or 8:00 a.m., doing a light review. We inspect all landscape lights and make some repairs. We installed two new flags on Monday in one of the flag locations. That was done. We had a request to replace the trash can in the ladies' room. That was completed. We're making some repairs to the petitions in the restrooms where the doors don't close and they're a little offset. So, that's ongoing. Some of the candle lights at the rear guardhouse weren't working, so we've replaced all of those. We will be looking for the future to remove the candlelight rings and install candlelights under the soffit from the guardhouse. They make an LED adaptor kit for that. So, we are pricing that. We will get rid of those ugly metal rings and put in some nice plastic rings that will last a lot longer and the lights will be LED. We will be working on that. Transponders are being installed every

Monday. The turf will be fertilized this week throughout the community. We've got some questions regarding the shrubs as well. So, we will follow up on that. We meet with Tropicare every other week. We drive around with their manager and will continue to do that and point out some items that need to be corrected and then follow up in the next two-week visit with Tropicare. We still have some ongoing projects with Tropicare. There are some cutbacks in Chatsworth that we reviewed on Monday with Supervisor Mills. We are meeting with Tropicare again on Monday to make sure we walk that area to get that on their radar and get that completed. There's also a pond in the back of Chatsworth that they can't get a boat to. We met with the resident, Mr. Mills, Jason and me. ECOR was supposed to come out today to take a look at that and see what the easiest way was to get a little skiff boat in there. There is some torpedo grass growing on the wetland side of that needs to be hit. They can't do it from the land, so we're working on that with them. A section of flooring in the guardhouse has a hole. I believe that was repaired today. Also, a chair mat was brought for the officers up there, which will help keep the wood floors from getting any more holes in it for long-term use. We checked the pool and it looks good. The pavilion looks good and the tennis courts look good.

Mr. Mills: Alan, he did do the floor today because I talked to him.

Mr. Scheerer: That was my understanding.

Mr. Showe: He sent me an email this morning saying that they were coming out today to do it.

Mr. Mills: Really? I talked to him last night and he said he was coming on Friday.

Mr. Scheerer: We will double-check that before we go.

Ms. Hill: I noticed a piece of foam on the monument on Arundel. The foam got fixed, but it's not patched. It's not the same color.

Mr. Scheerer: Well, I haven't been there today, but I know when we were here on Monday, we notified the holiday lighting company. We believe when they pulled the lights off, they caused damage to the foam on the Arundel monument. So, we are in contact with them.

Ms. Hill: Okay. Well, the foam got fixed.

Mr. Showe: There is a special technique that they have to use to paint those. Because it's foam that looks like stone.

Ms. Hill: That's what I figured.

Mr. Showe: There are some other monuments that need to be painted. We're coordinating those so we may have to touch it up at that point.

Mr. Mills: They probably did the base and couldn't wait for oy to dry.

Mr. Showe: It could be. There is a special technique to paint foam to make it look like stone.

Mr. Scheerer: I will swing by on my way out of here today and take a look.

Mr. Mills: The front monument was also destroyed.

Ms. Witcher: The landscaping by the monument on Bradwick and Baytree Drive in Turnberry looks dead.

Mr. Scheerer: That's the Italian Cyprus. We believe in are our discussions with Mike and Tropicare, it's contracted some scale or some disease. We are trying to see if it comes back. We don't think it's going to come back.

Ms. Witcher: Its dead all the way to the top. Usually, it's just intermittent. I have them in my yard.

Mr. Scheerer: Yes, ma'am. We are aware of that and are working with Tropicare. We will obviously talk to Supervisor Mills about that.

Mr. Mills: Are they actually spraying those trees with an insecticide? Do you know?

Mr. Scheerer: I don't have any report.

Mr. Mills: You might want to find out if they are.

Mr. Scheerer: I don't have any reports from Tropicare yet on what they are doing.

Ms. Witcher: The minute it rains or the sprinkler hits them, it washes that right off. So, they need to be putting the liquid underneath it on the roots.

Mr. Scheerer: Well, the problem is, when you get something like that, that scale gets on the entire tree. You can't spray the roots to kill it.

Ms. Witcher: No. It's a liquid that you pour.

Mr. Scheerer: I understand, but if you're familiar with Magnolia trees, when it gets black scale on it, they have to spray the whole tree. You can't just spray the base of the tree. We will work with Tropicare and if it's not right, we'll figure out the next step. Thank you.

Ms. Witcher: You're welcome.

Resident (Not Identified): I'm not sure if this is the right time, but the monuments, the new ones that we just repaired, look great. That was a huge improvement.

Mr. Mills: Thank you. They are not finished yet. The medallion, the circle with a golfer in the center, have to go on.

Mr. Showe: I think she's talking about the Phase 2 monuments.

Mr. Mills: Those letters need to be painted black. I was going to address that to Justin.

Mr. Showe: There are some that need a whole paint. They typically do that when they paint it.

Mr. Mills: Remember the letters aren't standing out. They are recessed.

Mr. Showe: Yes.

Mr. Mills: We have enough paint to paint those black.

Mr. Showe: When we have them repainted, they spray them black first and then they do the rest of the paint. If Justin wants to do that portion, we can do that or we can find a vendor.

Resident (Not Identified): Are there plans to update the larger ones at Balmoral?

Mr. Mills: As far as?

Ms. Witcher: To make them match the other one?

Resident (Not Identified): Yes.

Ms. Witcher: They wanted to do their own and they did their own back there.

Mr. Mills: They are totally separate from Phase 1. Phase 2 is different.

Ms. Witcher: Yeah.

Resident (Not Identified): So, there is a plan to address the way they look?

Mr. Mills: No.

Resident (Not Identified): There isn't.

Mr. Mills: There isn't.

Resident (Not Identified): When you say Phase 2, you mean the housing construction.

Mr. Mills: Right.

Mr. Showe: Phase 2 is from Old Tramway Drive on.

Resident (Not Identified): I understand.

Mr. Mills: They cheapened up Phase 2. They looked like stone. They're not. They are Styrofoam.

Resident (Not Identified): If there was an interest in making those look as attractive as the other ones, how does that happen?

Ms. Witcher: We had the ugly ones for a long time. They wanted to have the fancy ones in the back.

Mr. Mills: This conversation is going back and forth. Right now, it's not in the budget. It will be very costly to replace those. Unfortunately.

Mr. Brown: Are they Styrofoam?

Mr. Showe: Oh yeah.

Ms. Witcher: They are Styrofoam. All of the things on your house like your extra pieces and all, that's all Styrofoam. That can be repaired. There's a company that does it.

Mr. Mills: Going out the front, that one edge on the monument also was destroyed.

Mr. Showe: They were notified.

Mr. Scheerer: They've been notified, sir.

Mr. Mills: Alright. Anything else, Alan?

Mr. Scheerer: No, sir.

Ms. Witcher: Thank you.

## **SEVENTH ORDER OF BUSINESS**

### **Treasurer's Report**

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

Mr. Showe: I can go through the Check Register. In your General Fund, we've got Checks 291 through 305, Check 121 from the Capital Projects Fund, Checks 51 and 52 from the Community Beautification Fund and December payroll for a total of \$73,908.42. There are a couple that I do want to point out. There is an ACT bill for gate maintenance from November 17<sup>th</sup> for \$1,100. That was the UPS or the postal service truck that hit that. We've been fully reimbursed for that.

Mr. Brown: You've got to a check from the government?

Mr. Showe: I got a check from the United States Post Service. Everything else, I think is pretty normal. I don't see a whole lot in there. We could take any questions or comments.

Mr. Mills: Anything for Jason?

Mr. Bosseler: Jason, there was a bill from December 21<sup>st</sup> from GM. It had your monthly fee on there and then it had \$1,044 listed under Home Depot, Hinge Outlet and Global Industry. Do you have any idea what that was for?

Mr. Showe: I can get the receipts on those, but that's typically things that we buy when we're out in the field. It was probably under Will. We'd have to get the receipts on those. I can get those.

Mr. Bosseler: Okay. That's all.

Mr. Showe: All right. We need a motion to approve.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Check Register for December 1, 2021 to December 31, 2021 in the amount of \$73,908.42 was approved.

**B. Balance Sheet and Income Statement**

This item was not discussed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Brown: Rick?

Mr. Brown: Just one thing. You should have in your packets, copies of proposals for holiday lights for next year from two companies; Holiday Lightscares, which is our present vendor and Merry & Bright, which is a local new vendor. I don't need a decision now, but at our workshop, we need to come up with a decision whether we stay with our present vendor or go with a new vendor. One of the biggest problems we've had with holiday lights is if it gets moisture or it rains, they all go out. How many times have you driven in the main entrance and none of them are on? This happens because the ground fault indicators sense moisture and they click off. The new company that I've talked to has what he calls '*coax waterproof connecting cables*,' which should alleviate that problem unless it's a major downpour. We're spending about \$15,000 a year for those holiday lights. There's a couple of other things that I'd like to do for next year, but that's going to increase it by about another \$3,000 to \$4,000. I'm getting to a point where what's the right number? What do we want them to look like? How much are we willing to spend? So, that's one of the things that I'd like to have us discuss at the workshop. If we decide to go with the local vendor, I need to give him the go-ahead by mid-March. I will say, the holiday lights are a wonderful example of the working relationship between the CDD and the BCA. The BCA contributes \$4,000 out of their budget to defray the \$15,000 for the holiday lights. For the CDD, your assessment is covering \$11,000. When you think back, remember I

said earlier, we were spending \$10,000 a year to the Sheriff's office to ticket speeders, but they never did, so we stopped that. That \$10,000 is now going towards the holiday lights. It's basically budget neutral except for \$1,000. A lot of people have said that we live in a beautiful community, so why don't we show what a beautiful community looks like when you come in during the holiday season. We added the two Oak trees on either side of the main entrance this year and it set off the Queen Palms, the tall palms and the garland around the walls. As you drive down, the first island you come to right after the flagpole, there's an Oak tree in the island and another Oak tree in the island. If you look on the sidewalk, there's an Oak tree and another Oak tree. So, one of the things that I've asked both companies to quote on, is to wrap the trunks and put icicles in those two Oak trees on the sidewalk, creating a canopy over the second island as you're coming in. It's about \$3,000. So, again, it comes to the point of how much do you want to spend? What do you want it to look like? It's somewhat of a delicate balance because I don't want to spend a lot of money, especially if we're looking at whether we have enough money in our roadways and the lake bank as everything is going up. The security company wants more money, the pool maintenance people want more money. That's the way it is, so what's the value added and does that really enhance the residents or not?

Ms. Witcher: Can I ask you a question on this Merry & Bright? Did they give you any references as to other communities they've done that we could talk to?

Mr. Brown: I haven't gotten that far with them. I just found them. He's done a number of homes in Baytree.

Ms. Witcher: I just wanted a scale. Maybe we could talk to their HOAs or whatever and see their responses.

Mr. Brown: The lighting company that we use now is out of Boynton Beach. So, if something goes wrong, they have to come up. I looked at his recent proposal that I got this afternoon and the address is now Satellite Beach, which is totally different. I want to check with the holiday lighting guy, the one we're using now to see if he is using the coax waterproof connecting cables. Because right now his lights are connected just like my lights on the outside. One plug goes into the other and you wrap it with electric tape and pray.

Ms. Witcher: See if they already moved up to Satellite Beach.

Mr. Brown: That's what I want to find out.

Ms. Hill: Are these proposals in front of us both for next year?

Mr. Brown: Yes. They would end up being a three-year contract because they give us a discount if we sign up for three years.

Mr. Mills: Carolyn, Merry & Bright did my neighbor's house. I went to see him and told him the issues we were having. Theirs never went off the whole time. I asked him and Merry & Bright does a lot of the Viera celebrations.

Ms. Witcher: It would be nice to know if he's done a whole entrance rather than just someone's house.

Mr. Brown: I will say that the company we are using now, if anybody's been to Universal and Disney World over the last holiday season, did the lighting for all that. He goes seven days a week from August 8<sup>th</sup> to December 10<sup>th</sup>.

Mr. Mills: They all do.

Mr. Brown: He's got a lot of business and we think \$15,000 is a lot of money, but when you compare it to a million lights in Orlando, where are you going to go first. Whereas the other guy, Merry & Bright, is relatively new. He may not have a lot of larger facilities or communities, but he's local. Now maybe the other guy is local.

Ms. Witcher: Does he have the stuff on hand because you know how it is trying to buy anything?

Mr. Brown: The new guy has said that he needs to know by mid-March because he's having issues ordering stuff. He says if I wait until April or May, I may not get the stuff.

Mr. Mills: Richard, do you have anything?

Mr. Brown: That's all I have.

Mr. Bosseler: No.

Mr. Mills: Carolyn?

Ms. Witcher: No.

Mr. Mills: Janice?

Ms. Hill: No. I'm good.

Mr. Mills: I do, as always.

Mr. Pawelczyk: Can I raise a question on what Rick just said? Your next meeting is not until April?

Mr. Brown: Right.



Mr. Pawelczyk: So, you can't approve anything until April unless you do it tonight. Usually, as you know, we'll do an agreement with whoever we have that does this service. So, if you want to approve an amount-to-exceed for approval purposes, at least have that top number. You're going to discuss it again at the workshop without taking any action. At least you'll have that approval there. You can spend up to \$20,000 for a contract, assuming you're getting \$4,000 from your BCA.

Mr. Brown: It's already in their budget.

Mr. Pawelczyk: That would allow us, as soon as you accept a final or see a final proposal at the workshop, Jason could basically say, "*Mike, prepare the agreement,*" and you'll get it signed. Just a thought.

Ms. Witcher: I have a question. This one says \$14,000 and the new one says \$19,000?

Mr. Showe: Well, we received a revised proposal from Holiday Lightscares as I was driving over here. I couldn't print that one out, but it's about a \$100 less than Merry & Bright.

Mr. Brown: Right.

Mr. Showe: If you compare the two, there's an additional area on Merry & Bright's proposal that's not included in your handout for Holiday Lightscares. That was the addition. With apples-to-apples, it's about \$100 cheaper with Holiday Lightscares.

Mr. Brown: If we go with just what we have this year and do nothing for next year, just repeat this year, Merry & Bright is about \$1,000 more for the coax cable primarily.

Ms. Witcher: So, are you going to ask Holiday Lightscares about the coaxial cable?

Mr. Brown: Exactly. There are two questions. Do you want to spend the extra money, which is about \$4,000 or do you just want to repeat what you've got this year and then decide whether we stay with the present company or go with a new company? That's basically the two issues. Then we can discuss it at the workshop.

Ms. Witcher: No, we need to do it.

Mr. Pawelczyk: The reason I brought it up was I was thinking a motion authorizing the CDD to enter into an agreement with a vendor to provide holiday lighting services in an amount not-to-exceed \$20,000, which shall not be entered into until after the workshop and subject to the approval of Supervisor Brown.

On MOTION by Ms. Witcher seconded by Mr. Bosseler with all in favor entering into an agreement with a vendor to provide holiday lighting services in an amount not-to-exceed \$20,000, which shall not be entered into until after the workshop and subject to the approval of Supervisor Brown was approved.

Mr. Pawelczyk: After the workshop, Rick can take all of your recommendations and make a decision. If he doesn't take your recommendations, I guess you can yell at him.

Ms. Hill: We are not committed to the \$20,000.

Mr. Pawelczyk: It is a not-to-exceed \$20,000.

Mr. Brown: Jason, the first question that comes up at the workshop is if we decide to do this, where are we going to pull an additional \$4,000 from?

Mr. Showe: I'm not going to say anything.

Ms. Witcher: When you do the workshop, the only thing that I look at, says that something's going up higher than it was last year.

Mr. Brown: Everything's going up.

Ms. Witcher: So, I'm reluctant to add something more to it.

Mr. Brown: That's fine.

Ms. Witcher: Until we see what happens a year from now. Inflation is not good.

Mr. Brown: No. I guess it just comes to a point, what do you want the main entrance to look like. That's all. If everybody is fine with the main entrance the way it looks now, just repeat it.

Ms. Witcher: It would only be for a year until we decide how the inflation's going in our next budget.

Ms. Hill: I thought it was quite beautiful.

Ms. Witcher: It was beautiful.

Ms. Hill: It's so much better than it used to be. Oh, my goodness.

Mr. Brown: I think the two Oak trees just added something.

Ms. Hill: It's definitely an improvement and the BCA's help is definitely appreciated.

Mr. Mills: Maybe you can give us \$10,000 this year.

Mr. Eksten: We have an agenda for some additional things, but we'll always consider helping the CDD when we can.

Mr. Mills: You and I need to have a talk.

Ms. Witcher: Do we know when the concrete guys are coming back?

Mr. Showe: We don't at this point.

Mr. Scheerer: Not at this point, no.

Ms. Witcher: Would you let me know when he's coming?

Mr. Showe: We can let you know when we get a schedule. I will tell you that what happens with him is he's doing so much big work and our work is relatively small. What happens is he will contact us and say, *"Hey, Jason, I'm out here and I'm doing it now."* If that. Sometimes we just show up and the work's done. We will do our best.

Mr. Mills: I have some loose ends about that, that I would like to bring up that William was supposed to do and apparently has not gotten done. Did we get another price on the pickleball? We've only gotten one quote.

Mr. Showe: There's a vendor that has called me three times. The guy got sick. I expect it by the workshop.

Mr. Mills: William was going to get us a price on doing the complete bathhouse dividers.

Mr. Scheerer: The restroom partitions?

Mr. Mills: Yes.

Mr. Showe: Alan touched on that. We did make some adjustments. I think they're much better, but we're going to try to make what we have work.

Mr. Bosseler: It works. The locks work.

Mr. Showe: Yeah. We made some adjustments.

Mr. Scheerer: I will get a price.

Mr. Scheerer: Alan has done more in one week than somebody else did in one year. Thank you, Alan.

Mr. Scheerer: You're welcome, sir

Mr. Mills: For the pool deck, was he getting a price on resurfacing?

Mr. Scheerer: We are on that. It's on our radar.

Mr. Mills: At the last meeting, we talked about meeting with St. John's to discuss some of the situations that we ran into. My idea was that we sit down with them. Do we want to go ahead and do that or do we not want to do that?

Ms. Witcher: Is it opening a can of worms? You know how St. Johns is.

Mr. Mills: That's my opinion.

Mr. Showe: Yes. That's the reality of it.

Ms. Witcher: You're opening a can of worms.

Mr. Scheerer: Be careful what you do with the Water Management District.

Ms. Hill: If they were looking over your shoulder, what are they going to do?

Mr. Mills: I brought that up at the December meeting and it seemed that we were going to have a meeting.

Ms. Witcher: I don't want a meeting.

Mr. Scheerer: Since I wasn't here, what was the issue?

Mr. Mills: We had a resident across the lake, again, our fabulous Crystal Lake, who invaded the preserve area to cut down a huge maple tree. Then, there was dead vegetation. She wanted to know who is liable for that. Mike in his wisdom says, "*The arsonist.*" She was afraid that lightning would hit it and catch on fire. Would we be the ones responsible? The answer to that question is no.

Mr. Showe: We're not responsible for lightning.

Mr. Mills: Anyhow, there's further vegetation that this person has cut back into the preserve. So, Mike sent us a document on the boundaries.

Mr. Pawelczyk: Correct. Which aren't clearly defined. It was from the Property Appraiser.

Mr. Mills: I have not heard a word from the person across the lake. I don't know if William talked to that individual or not.

Mr. Scheerer: I'll look at that on Monday.

Mr. Mills: Anyhow, I don't want to disturb anything. I prefer that we don't have a meeting with St. John's because I think you're right, it's going to open a can of worms.

Mr. Scheerer: They usually will come out and start looking at a lot more than what you want them to look at.

Mr. Mills: That's exactly what I said.

Mr. Scheerer: There's a wetland conservation there and in perpetuity, you typically have the responsibility for maintenance and if nothing's been done...

Mr. Mills: Yup.

Mr. Pawelczyk: Frankly, we're not sure if the area is actually in the conservation easement or it's part of a lake tract.

Mr. Showe: Right. Without the survey...

Mr. Pawelczyk: Without a survey, you can't tell where this line is. So, we don't really know where that tree or vegetation is exactly.

Resident (Art Breitner, Kingswood): I want to reiterate what everyone else is saying. Maybe 17 years ago when I was on this CDD Board, St. John's came out and it turned out to be a nightmare. They were all over everything, absolutely everything, finding every little fault that they could find.

Ms. Witcher: Maybe you should talk a little bit about St. John's because many people don't know what it is.

Mr. Showe: They are the Water Management District. In essence, they regulate everything dealing with that. If they're brought in, they have a pretty broad scope.

Ms. Hill: Or even when we did the pavilion, we had a plan for one thing and then they came out and required more.

Mr. Showe: On top of that, the county changed the plan multiple times as well.

Mr. Mills: There was a mat that was supposed to be ordered for the ladies room.

Mr. Scheerer: Done.

Mr. Mills: I'm just going by what was in the minutes.

Mr. Showe: There's actually one in the men's room too.

Mr. Mills: No fishing signs?

Mr. Scheerer: Not yet. I do need to get a count of those. I'll do that on Monday. In the meantime, I can order a half a dozen of them.

Resident (Not Identified): I have a neighbor who has adult children that fish in our pond. At one time, I asked either the BCA or you guys to write a letter to them. They come in there, not every week, but they occasionally come in and catch some fish. They throw them back, but they are usually dead by the time they throw them back. Who do I notify?

Mr. Mills: You should notify Jason.

Mr. Showe: Ultimately, the Sheriff's Office would enforce the trespassing.

Resident (Not Identified): I'm not going to call the Sheriff on them.

Mr. Mills: Could we called the guards and let the guards call the Sheriff?

Mr. Showe: You certainly could.

Resident (Not Identified): They are standing in my backyard. The only one who can see them is me.

Mr. Mills: You have neighbors that will see them.

Resident (Not Identified): The question is, are you going to put a sign on my pond?

Mr. Mills: Yes.

Mr. Scheerer: Mel said yes. We can put one right behind your house.

Mr. Mills: They need to be on every lake that we own.

Ms. Hill: We don't care about fishing, but what you get is people throwing them back and you've got dead fish.

Mr. Showe: It's trespassing. It could be potentially dangerous. There's wildlife there.

Resident (Not Identified): Are you allowed to go fishing?

Mr. Scheerer: No, not here.

Mr. Mills: I came in the back gate the other day and right at the no fishing sign, there were two people standing and fishing.

Resident (Not Identified): I guess my question is, if you saw two people fishing and there is sign already there, are the signs really effective? I feel there are a lot of signs.

Ms. Witcher: That's okay. I would allow one to be in my backyard. I don't mind.

Mr. Pawelczyk: If you don't have the signs there you can't deal with them.

Mr. Scheerer: You can't trespass them or anything.

Resident (Not Identified): Maybe we can put one in the front.

Ms. Hall: Can't you put one that says, "*Alligators?*"

Ms. Witcher: How about snakes?

Mr. Mills: Okay. I want to let everyone know on the big monument, all of the letters have come off. They should be starting on the stone this week.

Ms. Witcher: Oh, okay.

Ms. Hill: Thank you.

Mr. Mills: That should be done.

Mr. Showe: Then the letters will be put back up.

Mr. Mills: The pad by the mailbox on Bradwick as you turn left, don't tell me that was done?

Mr. Scheerer: I'm not saying a word.

Mr. Showe: No. It's the same one we were talking with Carolyn about.

Mr. Scheerer: Since Mel is in the position to be right, I just received a text from Bill. The flooring wasn't prepared today, so I guess it is going to be on Friday. Thank you, Mr. Mills.

Mr. Mills: I haven't seen the preserve area. Have they trimmed it back?

Mr. Scheerer: I don't think they're done. That was one of the conversations I had with Mike on Monday. We will continue that. He was starting in the back, in Southpointe, I believe. This is what he indicated to us a couple of weeks ago. I talked to him about some of the debris that's been left in the areas where they cut. I am meeting with him again on Monday. It's not our normal meet day, but we are going to review that area in Southpointe and Chatsworth.

Mr. Mills: They need to prune that back. The more we get them to prune it back, the less money we'll have to spend in the future to keep it under control.

Mr. Scheerer: Right.

Mr. Mills: Because this is going to cost a bunch to get this done.

Mr. Scheerer: Understood.

Ms. Witcher: Do you have it in your budget to do it?

Mr. Mills: Yes.

Ms. Witcher: Okay. Is that going to deplete your budget?

Mr. Mills: My budget is going to be blown strictly on this probably.

Ms. Witcher: So that will be done by?

Mr. Mills: I have no clue.

Ms. Witcher: This year or next year?

Mr. Mills: Hopefully, this year if they get enough employees.

Mr. Scheerer: It had better be done in the next few months. We are going to need to get most of this work done. My recommendation is before we get into the season. Because once we get into season and they're back to mowing weekly and all the other stuff, some of these special projects are going to go by the wayside.

Ms. Witcher: Up until this last week, they have been mowing weekly because the grass is still growing.

Mr. Scheerer: You've got the only grass that I know that is growing right now. None of my other properties have that.

Ms. Witcher: Well, not the last week because of the freeze.

**NINTH ORDER OF BUSINESS**

**Public Comment Period**

Mr. Mills: Are there any audience comments? Artie.

Resident (Art Breitner, Kingswood): Two questions. Does Baytree own the streetlights in front of our house? Are they responsible for the maintenance of those?

Mr. Mills: Florida Power & Light (FPL) is responsible.

Resident (Art Breitner, Kingswood): Okay. I have one in front of my house. I don't know whether it's from the weed whacker, but on the bottom, the pole has been cut about 25% around. A column or something needs to be put in. So, how do we take care of that?

Ms. Witcher: FPL.

Mr. Showe: We can reach out to them. What is your address?

Resident (Art Breitner, Kingswood): 8042.

Mr. Showe: Thank you. We'll put it in a request.

Resident (Art Breitner, Kingswood): Okay.

Mr. Brown: You might hear back in six months.

Resident (Art Breitner, Kingswood): We have a lot of poles that have 25% cut around it.

Mr. Mills: We might want to have them come out and evaluate the entire area.

Mr. Showe: Okay. I'll put the request in.

Resident (Art Breitner, Kingswood): If I go out there, it's only about 45% or maybe 30%, but if you push on the pole, it will start to move.

Ms. Witcher: It's a safety issue.

Resident (Art Breitner, Kingswood): That's exactly what that is. I was out walking the dog last night about a week ago. It was really late. One of the residents on Kingswood mentioned to me and I verified it was true that as you come into Baytree, the Kingswood letters were out.

Mr. Scheerer: Yeah.

Resident (Art Breitner, Kingswood): Oh, you know about that.

Mr. Scheerer: Yeah. It's a photocell. We'll handle that.

Mr. Brown: Okay, I just want to make sure of that. We are aware of it.

Resident (Art Breitner, Kingswood): Okay. That's it.

Mr. Scheerer: I'm sorry that I didn't report that earlier. My apologies.



Resident (Not Identified): I have a quick question. Is there a mechanism in place for a resident if they see safety issue to bring up to either you or whoever is in charge?

Mr. Mills: Yes. Either me or Jason.

Mr. Showe: Or Alan. We take safety issues very seriously.

Ms. Witcher: Alan's going to be here every Monday.

Resident (Not Identified): There is a stop sign that is moving in the wind. The brackets are lowered so far over two inches from the stop zone. This has been going on for a couple of years and upset a couple of people.

Mr. Scheerer: Where is it?

Resident (Not Identified): Balmoral and Old Tramway Drive. I have a picture. The sign has actually been blown off in the past and it was reinstalled with two 5/16 zip screws. If a three-inch bolt few off, what does that 5/16 zip screw going to do in a 70 to 80-mile an hour wind?

Mr. Showe: We got it.

Mr. Mill: Alan, Justin is replacing all of the screws on all of the stop signs with stainless steel.

Mr. Scheerer: Okay. So, we just need to make sure that Justin gets this probably right away. It sounds like it's more of a safety concern.

Ms. Hill: Speaking of which, when we held our workshop, we were talking about replacing the bolts on the tables that are rusty.

Mr. Showe: Yup. They're coming out I believe in the next week or so. We've got GMS maintenance crews coming out there to replace all of those.

Ms. Witcher: That's the picnic table and the pavilion.

Mr. Showe: Yeah, we've got that lined up.

Resident (Not Identified): While we're talking about signs, I agree, the hump signs are horrible. Are we going to ever get the black signs to match because right now we've got the stainless steel?

Mr. Showe: I think they were replaced this weekend, I believe. We will have to double check.

Resident (Not Identified): The one on Kingswood are still silver.

Mr. Showe: We will double check.

Resident (Not Identified): I thought that you talked about getting nice looking signs to make those signs look a little bit better.

Mr. Showe: I will double check. I know that they were ordered.

Resident (Not Identified): Okay. I don't think they got installed.

Mr. Showe: We will check.

Resident (Not Identified): At least you know about them.

Mr. Mills: Alan, also on Monday, I mentioned to you about the boots around the stop signs.

Mr. Scheerer: Yup.

Mr. Mills: Justin told me probably six. You might want to make sure there's not more.

Mr. Scheerer: Okay. We'll double-check because I spoke with Fausnight before the meeting after talking with you. Jason found the work authorization that was approved for the installation of the three-way stops. So, I sent that over to BJ, my contact at Fausnight, and they're going to order six sets. If we need more, I know who to get them from.

Mr. Mills: Okay. Very good.

Ms. Witcher: Are you going to be at the back gate about 10:00 a.m. on Mondays?

Mr. Scheerer: We will be back there, yes ma'am.

Ms. Witcher: Okay. If you need to contact him on Monday, he is going to be over there.

Resident (Not Identified): Just email Jason.

Ms. Hill: We do both.

Resident (Not Identified): Jason is unbelievable. Honest to goodness.

Ms. Witcher: I know that they are there on Mondays.

Mr. Mills: How many communities do you have, Jason?

Mr. Showe: Approximately 15 right now.

Mr. Scheerer: I have 20.

Mr. Showe: Any there any other audience comments? Before we adjourn, I will remind everyone that March 8<sup>th</sup> is the workshop and April 6<sup>th</sup> is the next meeting.

Ms. Witcher: You all are welcome to come to the workshop.

Mr. Showe: The March 8<sup>th</sup> workshop is at 10:00 a.m. We do those in the morning. For those that have never gone to a workshop, it's intended to be a working group of the Board. They

can't make any decisions. It's just a chance for them to discuss items that might come up on future agendas, so that when we get to those agendas, the meetings run a little more efficiently.

Ms. Witcher: We are not allowed to talk to each other outside of this venue.

Mr. Pawelczyk: Regarding work.

Resident (Not Identified): You don't want opinions from the audience at workshops. Am I correct?

Mr. Mills: Normally not.

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION V

# SECTION A

## **FIRST AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES**

This First Amendment to the Agreement for Security Services (the "Amendment") is made and entered into as of the \_\_\_th day of \_\_\_\_\_, 2022, by and between:

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

**DOTHAN SECURITY, INC.**, a corporation authorized to do business in the State of Florida, d/b/a DSI Security Services, with offices located at 400 W. 11<sup>th</sup> St, Suite C, Panama City, Florida 32401 ("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 security services within the District; and

**WHEREAS**, the District and Contractor entered into the Agreement for Security Services, dated October 1, 2021("Agreement"); and

**WHEREAS**, the parties have agreed to a pricing schedule adjustment in accordance with the Proposed 2022 Increase Documentation attached hereto and made a part hereof as Exhibit A-1 (the "2022 Pricing Adjustment Schedule"), which 2022 Pricing Adjustment Schedule will become effective starting April 1, 2022; 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 4 of the Agreement, entitled "Fees" is hereby amended in accordance with the 2022 Pricing Adjustment Schedule, effective April 1, 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**

\_\_\_\_\_  
Jason Showe, Secretary

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Chairman / Vice Chairman  
Board of Supervisors

Date: \_\_\_\_\_, 2022

**WITNESSES:**

**DOTHAN SECURITY, INC., d/b/a  
DSI SECURITY SERVICES**

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

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

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

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

Date: \_\_\_\_\_, 2022

**Exhibit A-1: 2022 Pricing Adjustment Schedule**



Exhibit A-1

## PROPOSED 2022 INCREASE DOCUMENTATION

Revised 3/9/22 -Effective date: 4/1/22

Position	Wage New	Wage Old	New Billing Rate	New OT/Hol Billing Rate
Site Supervisor 40 hpw	19.23	17.50	23.61	35.42
Gate Officer 128 hpw	15.50	13.00	23.61	35.42

### BAYTREE COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR PROPOSAL NUMBER 2018-100 SECURITY SERVICES

#### Pricing Form

The designated times for service at the front Baytree guard house is 24 hours a day, seven days a week. Please provide the following information:

\$ 23.61 per hour    \$ 207,957.60 Annual Cost (includes upcharge for 6 annual holidays)

\$ 35.42 per hour on holidays

\$ 23.61 per hour for any additional officers needed

The District reserves the right to adjust the staffing and hours of operation as needed. Please be aware that contract stipulates Contractor to provide all hardware (including PC, monitor, 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. Contractor is required to show name/type, and samples of software to be used for gate access system.

**NOTE:** We will prepare and provide you with a bill of sale per above. I assume that you want us to retain the monthly software service in our name for the time being and until such time as our partnership might end.



## SECTION B

# **Baytree**

*Community Development District*



**Proposed Budget  
FY 2023**



# Table of Contents

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

**Baytree**  
**Community Development District**  
**Proposed Budget FY 2023**  
**General Fund**

Description	Adopted Budget FY2022	Actual thru 01/31/22	Projected Next 8 Months	Total Projected 09/30/22	Proposed Budget FY 2023
<b><u>Revenues</u></b>					
Maintenance Assessments	\$905,346	\$847,600	\$57,746	\$905,346	\$905,346
Miscellaneous Income (IOB Cost Share Agreement)	\$43,269	\$0	\$44,319	\$44,319	\$47,427
Miscellaneous Income	\$9,250	\$1,699	\$6,167	\$7,865	\$9,250
<b>Total Revenues</b>	<b>\$957,865</b>	<b>\$849,298</b>	<b>\$108,232</b>	<b>\$957,530</b>	<b>\$962,023</b>
<b><u>Expenditures</u></b>					
<b><u>Administrative</u></b>					
Supervisor Fees	\$8,000	\$3,800	\$7,000	\$10,800	\$11,000
FICA Expense	\$612	\$291	\$536	\$826	\$842
Engineering	\$35,000	\$2,020	\$29,167	\$31,187	\$36,050
Assessment Administration	\$7,500	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$18,000	\$7,313	\$10,500	\$17,813	\$18,540
Annual Audit	\$3,265	\$0	\$3,265	\$3,265	\$3,265
Management Fees	\$42,166	\$14,055	\$28,111	\$42,166	\$44,274
Information Technology	\$1,650	\$550	\$1,100	\$1,650	\$1,800
Website Maintenance	\$1,150	\$383	\$767	\$1,150	\$1,200
Telephone	\$250	\$0	\$167	\$167	\$250
Postage	\$1,500	\$1,080	\$420	\$1,500	\$1,500
Insurance	\$19,058	\$25,917	\$0	\$25,917	\$26,695
Tax Collector Fee	\$18,107	\$16,953	\$1,155	\$18,108	\$18,107
Printing & Binding	\$1,500	\$371	\$1,000	\$1,371	\$1,500
Legal Advertising	\$1,500	\$171	\$1,250	\$1,421	\$1,500
Other Current Charges	\$3,000	\$137	\$2,000	\$2,137	\$3,000
Bank Fees	\$0	\$181	\$280	\$461	\$500
Office Supplies	\$250	\$47	\$167	\$213	\$250
Property Taxes	\$250	\$326	\$0	\$326	\$350
Property Appraiser	\$234	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenditures</b>	<b>\$163,167</b>	<b>\$81,503</b>	<b>\$86,883</b>	<b>\$168,386</b>	<b>\$178,531</b>

**Baytree**  
Community Development District  
Proposed Budget FY 2023  
General Fund

Description	Adopted Budget FY2022	Actual thru 01/31/22	Projected Next 8 Months	Total Projected 09/30/22	Proposed Budget FY 2023
<u>Operation and Maintenance</u>					
Security Contract	\$185,056	\$62,016	\$124,032	\$186,048	\$215,656
Gate Maintenance Contract	\$1,200	\$0	\$650	\$650	\$1,000
Maintenance - Gatehouse	\$9,500	\$5,491	\$4,009	\$9,500	\$9,500
Telephone/Internet - Gatehouse/Pool	\$14,500	\$1,827	\$3,655	\$5,482	\$6,300
Transponders	\$5,000	\$874	\$4,126	\$5,000	\$5,000
Field Management Fees	\$29,545	\$9,848	\$19,697	\$29,545	\$31,022
Electric	\$51,500	\$16,726	\$33,452	\$50,177	\$54,075
Water & Sewer	\$12,650	\$3,833	\$7,028	\$10,861	\$13,283
Gas	\$6,500	\$1,842	\$4,250	\$6,092	\$6,825
Trash Removal	\$577	\$198	\$396	\$595	\$613
Maintenance - Lakes	\$36,696	\$12,080	\$24,160	\$36,240	\$38,531
Maintenance - Landscape Contract	\$97,650	\$31,633	\$63,688	\$95,321	\$98,398
Maintenance - Additional Landscape	\$15,000	\$3,290	\$10,174	\$13,464	\$15,000
Maintenance - Pool	\$18,700	\$6,643	\$11,829	\$18,472	\$19,944
Maintenance - Irrigation	\$8,775	\$468	\$3,543	\$4,011	\$9,214
Maintenance - Lighting	\$8,000	\$3,188	\$1,970	\$5,158	\$5,000
Maintenance - Monuments	\$4,000	\$0	\$3,400	\$3,400	\$3,000
Maintenance - Fountain	\$700	\$175	\$525	\$700	\$700
Maintenance - Other Field (R&M General)	\$4,000	\$1,300	\$3,720	\$5,020	\$4,000
Maintenance - Recreation	\$1,500	\$0	\$1,521	\$1,521	\$1,500
Holiday Landscape Lighting	\$14,000	\$10,258	\$0	\$10,258	\$14,000
Operating Supplies	\$750	\$0	\$560	\$560	\$750
Sidewalk/Curb Cleaning	\$15,000	\$0	\$10,000	\$10,000	\$15,000
Miscellaneous	\$1,000	\$0	\$1,000	\$1,000	\$1,000
<b>O&amp;M Expenditures</b>	<b>\$541,799</b>	<b>\$171,692</b>	<b>\$337,384</b>	<b>\$509,075</b>	<b>\$569,309</b>
<b>Total Expenditures</b>	<b>\$704,966</b>	<b>\$253,194</b>	<b>\$424,267</b>	<b>\$677,461</b>	<b>\$747,840</b>
<b>Excess (Deficiency) of Revenues over Expenditure:</b>	<b>\$252,899</b>	<b>\$596,104</b>	<b>(\$316,035)</b>	<b>\$280,069</b>	<b>\$214,183</b>
<u>Other Financing Sources/(Uses)</u>					
Transfer Out - Capital Projects- Paving - Baytree	(\$75,370)	(\$21,608)	(\$53,762)	(\$75,370)	(\$75,370)
Transfer Out - Capital Projects - Paving - IOB Funds	(\$24,630)	\$0	(\$24,630)	(\$24,630)	(\$24,630)
Transfer Out - Capital Projects - Reserves	(\$78,392)	(\$78,392)	\$0	(\$78,392)	(\$57,600)
Transfer Out - Community Beautification Fund	(\$37,265)	\$0	(\$37,265)	(\$37,265)	(\$11,950)
Transfer Out - Rebalance First Quarter Operating	(\$37,242)	\$0	\$0	\$0	(\$44,633)
<b>Total Other Financing Sources/(Uses)</b>	<b>(\$252,899)</b>	<b>(\$100,000)</b>	<b>(\$115,657)</b>	<b>(\$215,657)</b>	<b>(\$214,183)</b>
<b>Net Change in Fund Balance</b>	<b>\$0</b>	<b>\$496,104</b>	<b>(\$431,692)</b>	<b>\$64,412</b>	<b>\$0</b>

# **Baytree**

## **Community Development District**

### **FISCAL YEAR 2023**

#### **REVENUES:**

##### **Maintenance Assessments**

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

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

Represents estimated earnings from Isles of Baytree.

##### **Miscellaneous Income**

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

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#### **EXPENDITURES**

##### **Administrative:**

##### **Supervisor Fees**

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated \$200 per meeting. This amount for the fiscal year is based upon 5 Supervisors attending 11 monthly meetings.

##### **FICA Expense**

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

##### **Engineering**

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

##### **Assessment Administration**

Expenditures with Governmental Management Services related to administering the annual assessments on the tax roll with the Brevard County Tax Collector.

##### **Attorney Fees**

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

# **Baytree**

## **Community Development District**

### **FISCAL YEAR 2023**

#### **Annual Audit**

The District is required by Florida Statutes to arrange for an Independent audit of its financial records on an annual basis. The budget is based on the current rate for the annual audit with our auditors at Berger, Toombs, Elam, Gaines & Frank.

#### **Management Fees**

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

#### **Information Technology**

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

#### **Website Maintenance**

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

#### **Telephone**

Telephone and fax machine.

#### **Postage**

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

#### **Insurance**

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

#### **Tax Collector Fee**

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

#### **Printing & Binding**

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

# Baytree

## Community Development District

### FISCAL YEAR 2023

#### **Legal Advertising**

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

#### **Other Current Charges**

Any other miscellaneous expenditures incurred during the year that does not fall under a budgeted line item.

#### **Bank Fees**

Expenditures related to banking services.

#### **Office Supplies**

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

#### **Property Taxes**

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

#### **Property Appraiser**

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

#### **Dues, License & Subscriptions**

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

#### **Operation and Maintenance:**

#### **Security Contract**

The District currently has a contract with DSI Security Services to provide security services.

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: CONTRACT COST OF \$23.61 PER HOUR FOR 356 DAYS	\$201,724
HOLIDAY HOURS: CONTRACT COST OF \$35.42 PER HOUR FOR 9 DAYS	\$7,651
CONTINGENCY	\$6,281
	<u>\$215,656</u>

#### **Gate Maintenance Contract**

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



# Baytree

## Community Development District

FISCAL YEAR 2023

### **Maintenance - Gatehouse**

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

### **Telephone/Internet - Gatehouse/Pool**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
201 BAYTREE DR FRONT GATE	\$200	\$2,400
630 BAYTREE DR BACK GATE	\$145	\$1,740
8207 NATIONAL DR POOL AREA	\$145	\$1,740
CONTINGENCY		\$420
		<u>\$6,300</u>

### **Transponders**

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

### **Field Management Fees**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$2,585	<u>\$31,022</u>
		\$31,022

# Baytree

## Community Development District

### FISCAL YEAR 2023

#### Electric

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

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
00533-81406	8002 BRADWICK WAY # WALL	\$16	\$189
02781-39043	8207 NATIONAL DR # POOL HSE	\$525	\$6,300
04080-73153	609 BAYTREE DR # WALL	\$16	\$189
04396-25492	8205 NATIONAL DR # COURTS	\$47	\$567
09459-03086	8147 OLD TRAMWAY DR # ENTRANCE	\$21	\$252
11105-10375	7948 DAVENTRY DR # WALL	\$16	\$189
14771-79517	345 BAYTREE DR # PUMP	\$42	\$504
15604-14425	8005 KINGSWOOD WAY # FOUNTAIN	\$315	\$3,780
36008-52200	602 BAYTREE DR # SIGN	\$21	\$252
46619-40025	8253 OLD TRAMWAY DR # ENT SIGN	\$26	\$315
47131-19107	1409 SOUTHPOINTE CT# ENT SIGN	\$16	\$189
67950-66148	7951 DAVENTRY DR # PUMP STREET	\$47	\$567
724916-0156	7942 KINGSWOOD WAY #LIGHTS	\$21	\$252
73679-10572	201 BAYTREE DR # GRD HSE	\$116	\$1,386
83711-46575	8005 KINGSWOOD WAY # STREET LIGHTS	\$2,835	\$34,020
86596-45173	8005 KINGSWOOD WAY # PUMP	\$147	\$1,764
88573-27285	687 DEERHURST DR # PUMP	\$74	\$882
91260-64568	8128 OLD TRAMWAY DR # SIGN	\$16	\$189
99142-26460	8005 KINGSWOOD WAY# GATE	\$21	\$252
	Contingency		\$2,037
			<b>\$54,075</b>

#### Water & Sewer

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

DESCRIPTION		MONTHLY AMOUNT	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$63	\$756
167895-118058	8207 NATIONAL DR #POOL	\$840	\$10,080
	CONTINGENCY		\$2,447
			<b>\$13,283</b>

# Baytree

## Community Development District

### FISCAL YEAR 2023

#### Gas

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
2932702542 8205 NATIONAL DR POOL HEATER	\$525	\$6,300
CONTINGENCY		\$525
		<u>\$6,825</u>

#### Trash Removal

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
96 Gallon Trash Toter	\$51	\$613
		<u>\$613</u>

#### Maintenance - Lakes

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
LAKE MAINTENANCE	\$2,625	\$31,500
NATURAL AREAS MANAGEMENT: CONTRACT COST OF		\$4,740
\$790 BI-MONTHLY		\$2,291
CONTINGENCY		<u>\$2,291</u>
		<u>\$38,531</u>

#### Maintenance - Landscape Contract

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$7,961	\$95,532
CONTINGENCY		\$2,866
		<u>\$98,398</u>

#### Maintenance - Additional Landscape

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

# Baytree

## Community Development District

### FISCAL YEAR 2023

#### **Maintenance - Pool**

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

DESCRIPTION	MONTHLY AMOUNT	ANNUAL AMOUNT
<b>VENDOR: BEACH POOLS</b>		
<b>POOL MAINTENANCE</b>		
<b>SEPTEMBER THRU MAY - 3 DAYS/WEEK</b>	\$721	\$6,497
<b>JUNE THRU AUGUST - 5 DAYS/WEEK</b>	\$924	\$2,772
<b>CONTINGENCY - POOL REPAIRS</b>		\$3,500
<b>VENDOR: COVERALL OF ORLANDO</b>		
<b>JANITORIAL SERVICES</b>	\$431	\$5,172
<b>SUPPLIES</b>		\$2,003
		<b>\$19,944</b>

#### **Maintenance - Irrigation**

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

#### **Maintenance - Lighting**

Estimated cost for routine/replacement of fixtures.

#### **Maintenance - Monuments**

Estimated cost to pressure clean and paint monuments.

#### **Maintenance - Fountain**

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

#### **Maintenance - Other Field**

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

#### **Maintenance - Recreation**

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

#### **Holiday Landscape Lighting**

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

#### **Operating Supplies**

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

#### **Sidewalk/Curb Cleaning**

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

**Baytree**  
**Community Development District**  
**FISCAL YEAR 2023**

**Miscellaneous**

Any other miscellaneous expenses incurred during the year.

**Reserves:**

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

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

**Transfer Out - Capital Projects - Reserves**

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

**Transfer Out - Community Beautification Fund**

Represents the assessments dedicated to the Community Beautification Fund.

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**Baytree**  
**Community Development District**  
**Proposed Budget FY 2023**  
**Capital Projects Reserve**

Description	Adopted Budget FY2022	Actual thru 01/31/22	Projected Next 8 Months	Total Projected 09/30/22	Proposed Budget FY 2023
<b>Revenues:</b>					
BCA Contribution	\$40,000	\$33,000	\$0	\$33,000	\$0
Interest Income	\$100	\$0	\$1	\$1	\$0
<b>Total Revenues</b>	<b>\$40,100</b>	<b>\$33,000</b>	<b>\$1</b>	<b>\$33,001</b>	<b>\$0</b>
<b>Expenses:</b>					
Lake Bank Restoration/Evaluation	\$30,000	\$30,840	\$0	\$30,840	\$30,000
Sidewalk/Gutter Repair	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Drainage Maintenance	\$8,000	\$0	\$8,000	\$8,000	\$8,000
Curb - Tree Trimming/Replacements	\$4,000	\$0	\$4,000	\$4,000	\$4,000
Recreation Area Improvements	\$30,000	\$0	\$40,000	\$40,000	\$5,000
Pool Furniture	\$4,000	\$0	\$4,000	\$4,000	\$0
Pool Refurbishing	\$15,000	\$0	\$0	\$0	\$0
Bank Fees	\$0	\$196	\$392	\$588	\$600
Capital Outlay	\$10,000	\$14,580	\$0	\$14,580	\$0
<b>Total Expenditures</b>	<b>\$111,000</b>	<b>\$45,616</b>	<b>\$66,392</b>	<b>\$112,008</b>	<b>\$57,600</b>
<b>Excess/(Deficiency) of Revenues over Expenditures</b>	<b>(\$70,900)</b>	<b>(\$12,616)</b>	<b>(\$66,391)</b>	<b>(\$79,007)</b>	<b>(\$57,600)</b>
<i>Other Financing Sources/(Uses)</i>					
Transfer In	\$78,392	\$78,392	\$0	\$78,392	\$57,600
Beginning Fund Balance	\$2,046	\$3,847	\$0	\$3,847	\$3,232
<b>Total Other Financing Sources/(Uses)</b>	<b>\$80,438</b>	<b>\$82,239</b>	<b>\$0</b>	<b>\$82,239</b>	<b>\$60,832</b>
<b>Net Change in Fund Balance</b>	<b>\$9,538</b>	<b>\$69,624</b>	<b>(\$66,391)</b>	<b>\$3,232</b>	<b>\$3,232</b>

**Baytree CDD - Capital Improvement Program**

<b>Project Description</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Lake Bank Restoration	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk /Gutter Repair	\$ 10,000	\$ 10,000	\$ 14,500	\$ 14,500	\$ 14,500
Drainage Maintenance	\$ 8,000	\$ 8,000	\$ 10,000	\$ 10,000	\$ 10,000
Curb - Tree Trimming/Replacements	\$ 4,000	\$ 4,000	\$ 6,500	\$ 6,500	\$ 6,500
Tennis Court Lights	\$ -	\$ -	\$ -	\$ 2,000	\$ -
Pool Refurbishment	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Recreational Area Improvements	\$ 30,000	\$ 5,000	\$ -	\$ -	\$ -
Pool Furniture	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
Gate Operators	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ 101,000	\$ 57,000	\$ 61,000	\$ 63,000	\$ 65,000

**Baytree**  
**Community Development District**  
**Proposed Budget FY 2023**  
**Pavement Management**

Description	Adopted Budget FY2022	Actual thru 01/31/22	Projected Next 8 Months	Total Projected 09/30/22	Proposed Budget FY 2023
<b>Revenues:</b>					
Interest Income	\$75	\$12	\$24	\$36	\$0
<b>Total Revenues</b>	<b>\$75</b>	<b>\$12</b>	<b>\$24</b>	<b>\$36</b>	<b>\$0</b>
<b>Expenses:</b>					
Bank Fees	\$0	\$139	\$277	\$416	\$500
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$139</b>	<b>\$277</b>	<b>\$416</b>	<b>\$500</b>
<b>Excess(Deficiency) of Revenues over Expenditures</b>	<b>\$75</b>	<b>(\$126)</b>	<b>(\$253)</b>	<b>(\$379)</b>	<b>(\$500)</b>
<i>Other Financing Sources/(Uses)</i>					
Beginning Fund Balance	\$378,345	\$357,795	\$0	\$357,795	\$457,415
Transfer In - Baytree	\$75,370	\$21,608	\$53,762	\$75,370	\$75,370
Transfer In - IOB	\$24,630	\$0	\$24,630	\$24,630	\$24,630
<b>Total Other Financing Sources/(Uses)</b>	<b>\$478,345</b>	<b>\$379,403</b>	<b>\$78,392</b>	<b>\$457,795</b>	<b>\$557,415</b>
<b>Net Change in Fund Balance</b>	<b>\$478,420</b>	<b>\$379,276</b>	<b>\$78,139</b>	<b>\$457,415</b>	<b>\$556,915</b>
CARRY FORWARD SPLIT					
				FY 2022	FY 2023
			BAYTREE	\$342,878	\$417,748
			IOB	\$114,537	\$139,167
				\$457,415	\$556,915



**Baytree**  
**Community Development District**  
**Proposed Budget FY 2023**  
**Community Beautification**

Description	Adopted Budget FY2022	Actual thru 01/31/22	Projected Next 8 Months	Total Projected 09/30/22	Proposed Budget FY 2023
<b>Expenses:</b>					
Bank Fees	\$400	\$175	\$50	\$225	\$400
Beautification Projects	\$0	\$11,800	\$16,600	\$28,400	\$0
<b>Total Expenditures</b>	<b>\$400</b>	<b>\$11,975</b>	<b>\$16,650</b>	<b>\$28,625</b>	<b>\$400</b>
<b>Excess(Deficiency) of Revenues over Expenditures</b>	<b>(\$400)</b>	<b>(\$11,975)</b>	<b>(\$16,650)</b>	<b>(\$28,625)</b>	<b>(\$400)</b>
<i>Other Financing Sources/(Uses)</i>					
Beginning Fund Balance	\$24,125	\$13,145	\$0	\$13,145	\$21,785
Transfer In - Baytree	\$37,265	\$0	\$37,265	\$37,265	\$11,950
<b>Total Other Financing Sources/(Uses)</b>	<b>\$61,390</b>	<b>\$13,145</b>	<b>\$37,265</b>	<b>\$50,410</b>	<b>\$33,735</b>
<b>Net Change in Fund Balance</b>	<b>\$60,990</b>	<b>\$1,170</b>	<b>\$20,615</b>	<b>\$21,785</b>	<b>\$33,335</b>

# Baytree

## Community Development District

### O&M Assessment Calculation

	<b>FY 2022</b>	<b>FY 2023</b>	
Net Assessments	\$905,346	\$905,346	
Discounts (4%)	\$37,875	\$37,875	
Gross Assessments	\$943,221	\$943,221	
Less : Golf Course (2.25%)	\$21,222	\$21,222	
Adjusted Gross	\$921,999	\$921,999	
Assessable Units:			
Phase 1	304	304	
Phase 2	157	157	
Total	461	461	
			<u>Change From</u>
			<u>2022</u>
Per Unit O & M Assessments	\$2,000.00	\$2,000.00	\$0.00

FY 2023 Baytree CDD Assessments	Phase 1	Phase 2
Per Unit O & M	\$2,000	\$2,000

**Isles of Baytree**  
**Baytree Roadway Maintenance Cost Sharing Agreement**  
**Proposed Budget FY2023**

	<b>FY23 Proposed Budget</b>
Security	\$215,656
Maintenance - Gatehouse/Agreement	\$10,500
Telephone - Gatehouse	\$6,300
Utilities <sup>1</sup>	\$4,001
Maintenance - Lighting	\$2,500
Capital Reserve - Paving Management <sup>2</sup>	\$24,630
<b>Total</b>	<b>\$263,587</b>
Less: Golf Course Contribution (2.25%)	(\$5,931)
Total to be assessed To Baytree CDD & Isles of Baytree HOA	\$257,656
Total Number of Lots	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	<u>565</u>
Total Per Lot Assessment	\$456
Total Expenses divided by Total Units	
Proposed Amount for Isles of Baytree HOA for FY23	\$47,427
<b>Notes</b>	
<b>Total Utilities</b>	
201 Baytree Drive Guardhouse	\$1,419
201 Baytree Drive Guardhouse - Water	\$632
8005 Kingswood Way - Street Lights	\$1,950
	<u>\$4,001</u>
Capital Reserve Calculation is based on the following areas:	
Baytree Boulevard	
National Drive	
Kingswood Drive	
Total Area of Pavement	89,711
IOB Shared Roadway Area	22,093
Fraction of Shared Roadways	24.63%
Total Projected FY21 Paving Management	\$100,000
IOB Shared Cost	\$24,630

# SECTION C

**From:** Paige Gabak paigekg@yahoo.com  
**Subject:** Baytree  
**Date:** March 21, 2022 at 3:08 PM  
**To:** jshowe@gmscfl.com

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PG

Hello Jason!

I live in the Baytree community in Suntree and I have a request for you. 😊 We have a dog park in our neighborhood and there used to be a bin there for dog waste and it's not there anymore. I was just informed that the CDD did not place it there so it wasn't approved and I'm assuming that's why it was removed. I was wondering how we could go about getting something at the dog park for dog waste again (maybe something different if what was there wasn't acceptable) because it was so convenient for all of us.

Thank you for your time, Paige Gabak

# SECTION D



Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD

**To:** Dewberry Engineering  
ATTN:Angeline Dawd  
800 N Magnolia Ave  
Orlando, Florida. 32803  
OFC: (689) 216-3775  
CELL: 0  
EMAIL: [adawd@dewberry.com](mailto:adawd@dewberry.com)

962 Balmoral Way  
Melbourne, Florida. 32940

**Project:** Dewberry - Speed Humps (2 Locations)

## LISTED SERVICES

### Speed Humps - 2 Locations

Saw-cut and remove damaged asphalt where necessary  
Properly dispose of any removed materials  
Preparation and cleaning of surface area, including grading  
Apply DOT approved tack coat to surface which ensures asphalt adheres to surface  
Apply up to 5" of compacted DOT approved hot mix asphalt  
Compact with a 3-5 ton vibratory roller  
Complete tie-ins to existing asphalt to create a smooth transition  
Paint each speed hump matching existing striping  
Provide and install stop signs where necessary (2 Locations - 4 per speed hump)

\$7,140.00



f g+ You  
**allpaving.com**  
info@allpaving.com





Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD

**Project:** Dewberry - Speed Humps (2 Locations)

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTATION.

**Grand Total: \$7,140.00**

If you have any questions or concerns please feel free to contact us!



**Daren Daly, JD**  
Chief Operating Officer

AllPaving.com  
Toll Free: 1-888-439-ROAD

Cell: 954-234-6381  
Email: Daren@AllPaving.com

*Offices in Ft. Lauderdale, Jupiter, Naples, Orlando, and Tampa*



f g+ You  
allpaving.com  
info@allpaving.com







Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD



Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD

## Dewberry - Speed Humps (2 Locations)

### Acceptance of Proposal

We would like to thank you for the opportunity to visit your property and the possibility to earn your project and business.

We are committed to providing our customers with great service and workmanship on all of our projects.

Our commitment to customers is why we always Warranty our projects and stand behind our work.

To proceed with our proposal please sign the area below and return a copy either electronically to our office at [info@allpaving.com](mailto:info@allpaving.com).

Name

Company/Community

Address

City

State/Province

Zip/Postal Code

Telephone

Fax

Email

Method of Payment

☐ Check made payable to All Paving enclosed for. \$\_\_\_\_\_

Signature

Date





Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD

## General Terms and Conditions.

### WARRANTY:

- All Paving guarantees all work performed for up to two years from completion (Sealcoating is good for one year.)
- All Paving will not be responsible for damaged caused by individuals entering the construction zone once area is marked and barricaded.
- New Asphalt Overlay warranty is dependent upon existing foundation.
- All Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
- Industry standard for standing water is 24 hours.
- Hiring party is responsible for blueprints, plans, engineering, layout, testing, bonds and as-built by others.
- Licensed, Bonded and Insured U-22269, 17-3B-20871-X, 23233, C-11328, CDP2307, 20-3A-21893-X

### PERMITTING

- Permit fees billed as actual.
- Expediting fees billed in addition to the cost of permit: \$500 minimum - 5 Hours (\$75 Dollars per hour after that)
- This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction.
- If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
- 90% of contract amounts and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.

### PAYMENT:

- Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
- The prices used in this proposal are based on the condition that all work quoted will be accepted in total,
- 50% Deposit is due upon signed contract.
- 30% Is due upon Day 1 of work.
- 18% is due at completion
- 2% Percent of the contract amount may be withheld until permits are closed.
- A Notice to Owner will be filed on this project according to Florida Statute.
- Any unpaid balance after thirty (30) days after receipt of invoice shall bear interest from that date forward at 10% per month
- Property Owner is responsible for all collections fees and expenses if needed for breach.

### WORK TERMS:

- It is understood and agreed that all work is performed "weather permitting".
- This proposal is based on work being completed during the hours of 7:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
- Cars parked in the work area are the responsibility of the owner and delays will be billed at \$250.00/ per hour.
- Owner agrees to pay asphalt over-runs at \$125.00 per ton if leveling is required for surface drainage or low-lying areas.
- Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense.

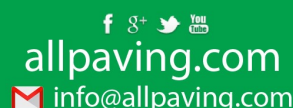




Offices: Ft. Lauderdale, Jupiter, Naples, Orlando, Tampa | 1-888-439-ROAD

#### DISCLAIMERS AND CONTRACT TERMS:

- This proposal, including all terms and conditions, shall become a legally binding attachment to a contract entered into between All Paving and the financially responsible company for which the work will be performed.
- Daren Daly J.D. is the legal qualifier and owner of All Paving and reserves the rights to proposals and contracts.
- The parties agree and consent that the terms stated herein are a full and complete integration of material terms are contained herein and no previous terms, oral or written, that are not contained herein are excluded intentionally.
- This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.
- If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, collection cost, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and pre and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
- The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the District Court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.
- This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced-in accordance-with, the internal laws of the State of Florida without regard to principles of conflicts of laws.
- Entire Agreement. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.
- Preparation of Agreement. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge each contributed and is equally responsible for its preparation.
- Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- Severability. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.





BAYTREE COMMUNITY DEVELOPMENT DISTRICT  
SPEED HUMP LOCATION RECOMMENDATIONS FOR BALMORAL WAY





**From:** Maureen Ksiez [maureen.ksiez@gmail.com](mailto:maureen.ksiez@gmail.com)  
**Subject:** Re: Baytree CDD - Communication for Balmoral Community  
**Date:** March 28, 2022 at 3:08 PM  
**To:** Jason Showe [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)

MK

Hi Jason,  
For the record, my husband (Brian Muskopf) and I are strongly against speed humps anywhere on Balmoral or anywhere in the community. Thank you.  
Maureen Ksiez  
1063 Balmoral

On Fri, Mar 18, 2022 at 12:11 PM Jason Showe <[jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)> wrote:

The CDD does not maintain email addresses. We were hopeful the BCA VMs had them.

**PLEASE NOTE NEW ADDRESS BELOW**

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

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

History.—s. 1, ch. 2006-232.

On Mar 18, 2022, at 12:08 PM, Maureen Ksiez <[maureen.ksiez@gmail.com](mailto:maureen.ksiez@gmail.com)> wrote:

Hi Jason,  
As I am a new AVM, I don't have the email addresses of the Balmoral community residents yet. If you have these addresses, I would be happy to send.  
Thank you.  
Maureen Ksiez  
AVM Balmoral/Southpointe

On Thu, Mar 17, 2022 at 10:43 AM Jason Showe <[jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)> wrote:

Good morning, the Baytree CDD wanted get some feedback from Balmoral residents. Can you send the following message out to the residents?

-----

Balmoral Community,

The Baytree Community Development District ("CDD") is considering adding a speedhump to Balmoral Way around the address of 962 Balmoral Way. Please understand that this is being considered due to request of residents at the Baytree CDD meetings. The proposed speedhump would be similar in nature to the ones added to Kingswood Way, Baytree Drive, and Old Tramway Drive. It would also include signage and striping on the roads. To solicit feedback from all residents affected, the Baytree CDD is requesting that you provide any feedback you have on this proposed speedhump to the District Manager at [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com) or at 407-841-5524. Should you have any questions, you can also reach out to the District Manager.

Additionally, the CDD has been made aware of pet waste being deposited behind the Balmoral monument. The CDD is incurring additional costs to remove this waste. We would kindly ask for any information on who might be depositing these waste bags, the CDD can reach out to them specifically. As always, pet owners are responsible for picking up their own waste and depositing it in their own trash. Thank you for your assistance in this matter.

-----

**PLEASE NOTE NEW ADDRESS BELOW**

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

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

History.—s. 1, ch. 2006-232.

--

*Thank you,*

*Maureen Ksiez*

--

*Thank you,*

*Maureen Ksiez*

# SECTION E



## **RESOLUTION 2022-03**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT, CORRECTING SCRIVENERS ERRORS AS TO SECTION REFERENCES IN SECTIONS 2.04 AND 2.05 OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT RECREATIONAL; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of Baytree Community Development District (the “Board”) is authorized by Sections 190.011(5) and 190.035, Florida Statutes to adopt rules and set rates, fees, and charges pursuant to Chapter 120, Florida Statutes;

**WHEREAS**, it has become apparent that within Sections 2.04 and 2.05 of the adopted Recreational Facilities Policies and Procedures of the District (the “Recreation Rules”), there are certain scriveners errors referencing certain sections of said Recreation Rules; and

**WHEREAS**, the Board finds that it is in the best interest of the District to correct these section references in Section 2.04 and 2.05 of the Recreation Rules.

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

**Section 1.** The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

**Section 2.** The Recreation Rules are hereby amended to correct certain section references in Sections 2.04 and 2.05 of said Recreation Rules, which corrections are identified in the underline/strike-through format of the Recreation Rules, attached hereto and made a part hereof as Exhibit A.

**Section 3.** The District Counsel is directed to incorporate the revisions approved by this Resolution into the Chapter II, Recreational Facilities Policies and Procedures of the Baytree Community Development District.

**Section 4.** The District Manager is hereby directed to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes. The District Counsel is directed to incorporate the revisions approved by this Resolution into Chapter II, Recreational Facilities Policies and Procedures of the Baytree Community Development District. The District Manager is further directed to publish the Rules, as amended, on the District’s website, and to generally make copies of such Rules available for inspection or copying by members of the general public pursuant to Florida’s Public Records Law.

**Section 5.** All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, paragraph, provision, or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional, ineffective, or invalid, in part or as applied, it shall not affect the validity of the remaining clauses, sections, paragraphs, provisions, parts, or applications of the Resolution.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_

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

\_\_\_\_\_

Print name: \_\_\_\_\_  
**Chairman, Board of Supervisors**

**Exhibit A**

## CHAPTER II:

### RECREATIONAL FACILITIES POLICIES AND PROCEDURES

(Adopted June 6, 2018, revised February 3, 2021, [revised April 4, 2022](#))

#### **2.01 Definitions.**

- A. “District” – shall mean the Baytree Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.
- B. “Fee Schedule” – shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the Baytree Community Development District property by those families and individuals who do not reside in nor own property within the District.
- C. “Non-Resident” – shall mean those individuals and families who are not Renters or Residents within the District.
- D. “Non-Resident Member” – shall mean Non-Residents who have paid the applicable Non-Residents Annual User Fee as established by the District.
- E. “Resident” – shall mean person(s) or family owning a home or lot, or other parcel of real property, within the Randal Park Community.
- F. “Non-Residents” – shall mean those person(s) who are neither Residents or Renters, nor those and who have not paid the Non-Resident Annual User Fee.
- G. “Baytree Community Development District” -- A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.
- H. “Renter” - shall mean any tenant residing in a Resident’s home within the District pursuant to a valid rental or lease agreement, with a term of 12 consecutive months or more.
- I. Terms “may” and “shall” - As used herein, the word “may” is permissive, and the word “shall” is mandatory.

#### **2.02 Baytree Swimming Pool Policies, Procedures, Charges and Regulations.**

- A. **Purpose.** To adopt uniform policies and procedures for the use of the District Swimming Pool Facilities to ensure the uniform application of said policies on a non discriminatory, fair and equitable basis.

Specific Authority: Chapter 190.035; 190.012; 120.54, Florida Statutes

History: New

**B. Necessity.** To establish uniform and comprehensive policies and procedures for the Baytree Community Swimming Pool.

**C. General.**

- 1) **Use** - The pool facilities are for the use of Baytree residents, annual fee users, and their immediate families and guests. No other persons shall be permitted to use the Pool Facilities without prior written consent of the Baytree Community Development District. Cards for access can be obtained from the District Manager.
- 2) **Conduct** - Conduct at the pool must be such as to furnish the greatest pleasure for the greatest number. The cooperation of all participants is requested. Failure to abide by the District Use Rules may result in the forfeiture of pool use privileges.
- 3) **Children** - Children 12 years old and under or who are wearing flotation devices in the pool must be accompanied by a responsible adult at all times. Children of diaper wearing age shall be permitted to use the pool, provided a swim diaper is worn.
- 4) **Pets** - no animals of any kind shall be allowed within the pool facilities, unless that pet is a certified service animal.
- 5) **Glass** - Glass containers of any kind are not allowed in the Pool facilities.
- 6) **Radios** - All iPods, MP3 Players, phones, tablets, radios, compact disc players, speakers, and similar audio or video devices shall only be used with headphones or earphones at the Swimming Pool Facilities.
- 7) **Refuse** - All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers.
- 8) **Food** - No cooking, including barbecuing, shall be permitted within the pool facility. Eating will be permitted, but prompt cleanup of refuse is mandatory. Arrangements may be made with the Country Club to provide limited food service.
- 9) **Hours of Operation** - The District may designate specific hours of operation, but generally the facilities will be open for use from dawn to dusk.

- 10) **Swim At Your Own Risk** - No lifeguard or other medical or emergency personnel will be on duty. Therefore, USE OF THE POOL FACILITIES WILL BE AT THE USER'S RISK.

## **2.03 Baytree Tennis and Bocce Court Facilities Policies, Procedures, Charges and Regulation.**

- A. Purpose.** To adopt uniform policies and procedures for the use of the District Tennis and Bocce Courts Facilities to ensure the uniform application of said policies on a non discriminatory, fair and equitable basis.

Specific Authority: Chapter 190.035; 190.012; 120.54, Florida Statutes

History: New

- B. Necessity.** To establish uniform and comprehensive policies and procedures for the Baytree Community Tennis and Bocce Courts.

### **C. General.**

- 1) Hours of Facility are Dawn to 10 PM.
- 2) The tennis courts are provided for use of Baytree residents, annual fee payers, and their guests only.
- 3) Unless specific approval is given by the District, the tennis courts are only to be used for playing tennis and pickleball. Bike riding, skate boarding, roller blades (skating), and other non tennis activities are prohibited.
- 4) Limit play to one (1) hour if others are waiting to use the courts.
- 5) No food or glass shall be permitted on the courts.
- 6) Appropriate footwear (tennis shoes or cross trainers) and clothing must be worn to use the courts.
- 7) No music is allowed during play.
- 8) Pickleball players must remove all chalk lines upon completion of play.

## **2.04 Baytree Pavilion Rules.**

- A. Title.** This rule may be cited and referred to as the Baytree Community Development District Pavilion Rule.

**B. Pavilion, defined.** The Baytree Community Development District (the “District”) operates and maintains a covered community pavilion, including, but not limited to, pavilion, tables, and associated fixtures/furniture (the “Pavilion”), benefiting the residents and property owners within the District and the Isles of Baytree subdivision, and which is located at 8203 National Drive Recreation Area, Property Appraiser Account # 2617659 and includes the Pavilion, a parking area, and the lands owned by the District, referred to as Tract P1, 0039/0059 Plat, as recorded in the Public Records of Brevard County, Florida (the “Pavilion Area”).

**C. General.**

- 1) Residents of the District 18 years old and over (each a “Resident”) and anyone over 18 years of age who has purchased an annual membership to utilize the Pavilion (each an “Annual Member”), are permitted to use the Pavilion with their guests between the hours of 8:00 AM and 8:00 PM, unless permission is obtained from the Baytree Community Association (“BCA”) or the District to use the Pavilion outside of these standard hours of operation. Except as provided in Section ~~4.01(4)~~2.04(C)(17) below and with respect to District or Association community-sponsored events, the use of the Pavilion shall be on a non-exclusive first-come, first-served basis.
- 2) At least one Resident or Annual Member must be present at the Pavilion in order for guests to be allowed to use the Pavilion. The Resident or Annual Member must be present as long as his or her guest(s) is(are) using the Pavilion.
- 3) Children under 18 years of age within the Pavilion Area shall be supervised at all times.
- 4) Only animals on leashes and bona fide service animals, as defined by Florida law, will be allowed in the Pavilion Area.
- 5) Use of the Pavilion does not automatically grant the user(s) exclusive rights to use the pool, tennis courts, or bocce ball courts. Guests’ use of these facilities will be governed by the current rules for the pool, tennis and bocce ball courts. Residents and Annual Members will always have priority for use of these District facilities over guests.
- 6) Guests will be allowed to use the toilet facilities at the adjacent District pool. The accompanying Resident or Annual Member will be responsible to provide access for his or her guests.
- 7) The maximum number of people allowed in the Pavilion at any given time will be 80.

- 8) The use of alcohol at the Pavilion only is not prohibited although Residents, Annual Members, and their guests will be asked to leave the Pavilion Area after one warning if their activities continue to be loud, boisterous or otherwise disruptive.
- 9) Each individual is responsible for cleaning up, including, but not limited to, picking up and properly disposing all trash, after their use of the Pavilion facilities in the Pavilion Area. All trash shall be deposited in the garbage receptacles and tables shall be cleaned.
- 10) No grills shall be permitted under the Pavilion roof or within the Pavilion Area owned by the District; however, permission to utilize a grill within the Pavilion Area (but not under the Pavilion roof) may be requested in advance from the District..
- 11) No bounce houses or inflatables are permitted within the Pavilion Area.
- 12) No DJ's or live music are permitted in the Pavilion Area, unless the user has received prior approval from the District. If music or other audio is played, it must not affect or be disruptive to any neighboring residential properties or the users of adjoining facilities (e.g., tennis courts and pool).
- 13) No vehicles shall be permitted within the Pavilion Area, except within the areas designated for parking.
- 14) All furniture/equipment within the Pavilion Area is to be used for the purposes for which it was designed and shall not be moved out from under the Pavilion without the express permission of the BCA or the District.
- 15) All users of the Pavilion are to ensure that lights and fans are turned off before leaving the Pavilion Area.
- 16) The electrical outlets at the Pavilion are on 20-amp GFIC circuits. Please do not overload these circuits to the extent that it trips the circuit breaker. The user will be responsible for any damage caused from overloading circuits.
- 17) Events sponsored by the BCA or the CDD that involve the use of the Pavilion shall have priority over any individual use of, rental of, or rental request with respect to the Pavilion.

**D. Pavilion Exclusive Use Rentals.** In addition to all other rules and regulations of the District, anyone requesting the use of the Pavilion for a private event shall also comply with the following:



- 1) The Pavilion may be only be rented by a Resident or an Annual Member (“Approved Renter”), which individual must be present throughout the entire event rental period.
- 2) The Approved Renter shall be responsible for the proper conduct of all guests and participants utilizing the Pavilion and Pavilion Area during the rental.
- 3) Application for rental of the Pavilion and payment of the rental fee and the deposit shall be made at least five (5) working days prior to the intended date of use in accordance with the policies and direction set forth in the Application for Pavilion Rental that can be found on the BCA website and on the District website.
- 4) The Pavilion rental shall be no more than four (4) hours, unless the applicant has received an exemption in writing from the BCA or the District for longer use.
- 5) Rentals and the events associated therewith must not be loud, boisterous or otherwise disruptive to neighboring residents and users of adjoining facilities (e.g., tennis courts and pool). If complaints are received and after a single warning the complained of activity does not cease, the BCA or the District has the authority to terminate the rental and direct all users of the Pavilion to immediately leave the Pavilion Area. Such complaints may result, in the determination of the BCA Manager in the forfeiture of the deposit, or a portion thereof, and the suspension of the Approved Renter from the use of any District facilities, including the Pavilion, the pool, the tennis courts, and the bocce ball court, for a period not the exceed twelve (12) months. Such suspensions may be appealed in writing to the District Board of Supervisors, which shall have the power to reduce the suspension period and suspension conditions if determined as warranted by the District Board of Supervisors.
- 6) The Approved Renter is fully and completely responsible for any and all damages or clean-up expenses incurred by the BCA and the District excess of the deposit. The Approved Renter will be billed for such costs in accordance with Section ~~4.01(6)(d)~~2.04(F)(4) of this Pavilion Rule.
- 7) The garbage receptacles at the Pavilion Area are only intended for incidental use; not private parties or rentals. The Approved Renter shall remove all trash and debris arising from the rental from the Pavilion Area and properly dispose of the same, whether in the personal garbage receptacles of the Approved Renter’s home or otherwise. Under no circumstances shall any garbage receptacles of the District, the BCA or the golf course be utilized for the purposes stated herein.
- 8) The Pavilion Area must be “broom clean” at the conclusion of the rental period. If cleaning is determined, in the discretion of the District or its designee, to be

less than satisfactory, a cleaning fee will be imposed in the amount set forth in Section ~~4.01(6)(2)~~2.04(F)(4), which fee may be deducted from the deposit.

- 9) The Approved Renter shall hold the District and District and the Association harmless from any and all liability, injuries or damages arising out of or in any way connected to the use of the Pavilion and Pavilion Area and shall be fully responsible for the same. The Approved Renter will be required to execute a Facility Rental Agreement for any exclusive use of the Pavilion.

**E. Damage to Pavilion.** Any costs incurred by the District to repair damages to or clean the Pavilion or Pavilion Area shall be assessed against the individual causing the damage, and/or the Approved Renter, as the case may be, in accordance with the fees set forth in Section ~~4.01(6)(d)~~2.04(F) of this Pavilion Rule.

**F. Pavilion Fees.** Pavilion fees, charges, and deposits shall be as follows:

- 1) Annual Pavilion Membership Fee for Non-Residents \$1,200
- 2) Rental fee for exclusive use of Pavilion
  - i. Owner of a residential unit within the District \$25
  - ii. Annual Member \$25
- 3) Deposit for Rental \$75
- 4) Damages to and clean-up expenses with respect to the Pavilion or Pavilion Area shall be assessed at cost plus ten (10%) for administration fees.

**G. Deactivation of Gate Access Transponders.**

- 1) The District Manager or his designee shall have the authority to deactivate ALL Gate Access Transponders issued to a particular unit within the District or Isles of Baytree, upon a determination by the District Manager or his or her designee, after reviewing supporting documentation, that there exists unpaid Pavilion fees imposed pursuant to this Pavilion Rule or unpaid monies as a result of damages to the Pavilion or Pavilion Area, which are due and owing to the District, provided that:
  - i. the District possesses video, eyewitness, or documentary evidence that an individual, or a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Pavilion or Pavilion Area; and

- ii. The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the individual(s) or vehicle(s) involved, and the damage caused to the Pavilion or Pavilion Area, (2) indicate that such fees or amounts must be paid to the District within at least thirty (30) days, and (3) indicate that all Gate Access Transponders issued to the unit will be deactivated without further notice if payment is not received by the District within said thirty (30) day period.
- 2) Any Appeals of deactivation of Gate Access Transponders or reactivation of Gate Access Transponders shall be in accordance with Section 3.01(5) and 3.01(6) of the District Gate Facilities Rule.

## **2.05 Fees for Use of Baytree Community Development District Recreation Facilities.**

- A. Purpose.** To establish a fee schedule for the use of the Baytree Community Development District amenities and facilities (generally referred to as the “Amenity Facilities”) by members of the public who do not rent in nor own property within the Baytree Community Development District (the “District”); provide definitions; provide procedures for payment of such fees; and provide an effective date.
- B. Policies and Fee Schedule.** The Baytree Community Development District does hereby establish the uniform, comprehensive fee schedule for the use of the Amenity Facilities by members of the public who do not rent in nor own property within the District.
  - 1) Pursuant to Chapter 190.035, Florida Statutes, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges ... for the facilities and services furnished by the district ... including, but not limited to, recreational facilities...”
  - 2) The real property owners within the District (“Residents”) (for themselves and on behalf of their Renters) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to day operations of the Amenity Facilities.
  - 3) An additional class of users of the Amenity Facilities consists of those families and individuals who are not Renters nor Residents (hereinafter called “Non-Residents”). The fee schedule set forth in Section [4-42.05\(B\)\(4\)](#) herein has been established by the District for payment by such Non-Residents for use of the Amenity Facilities. This fee schedule has been promulgated based upon the actual estimated costs and assessments paid or to be paid by real property owners within the District, to allow such Non-Resident Members the use of the Amenity Facilities on the same basis as Residents and Renters.

4) Non-Resident Member Fee Schedule.

- i. **Annual Non-Resident Membership.** The annual membership fee to be paid by those Non-Residents who do not reside in nor own real property within the District shall be \$1,200.00, to be paid in full at the time of application for membership (the “Non-Resident Annual User Fee”). Membership shall include up to four (4) members per household. Each subsequent annual Non-Resident Member fee shall be paid in full on the anniversary date of application for membership.
  - ii. **Increases, Fee Non-Refundable.** Such Non-Resident Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities. All fees shall be fully non-refundable after receipt by the District. Annual increases, if any, shall be effective on the next at renewal anniversary date.
- 5) District staff, or an agent of the District, shall prepare an information sheet consisting of name, address and other pertinent information for each Non-Resident who desires to pay the Non-Resident Annual User Fee for usage of the amenity Facilities, and the staff shall develop and maintain such records and/or perform such ministerial tasks as are necessary to manage the collection and documentation of such fees and the usage of the Amenity Facilities. District staff may also require the Non-Resident Members to execute a Non-Resident Membership application and agreement (or similar documents), as well as a waiver and indemnification form(s), prior to using the Amenity Facilities.
- 6) All Non-Resident Members desiring to utilize, or using, the Amenity Facilities will be required to comply with all regulations, policies and procedures set forth in the District’s Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

PASSED, ADOPTED AND EFFECTIVE PURSUANT TO RESOLUTION 2018-05,  
ADOPTED JUNE 6, 2018

REVIS  
REVISED PURSUANT TO RESOLUTION 2021-02, ADOPTED FEBRUARY 3, 2021

REVISED PURSUANT TO RESOLUTION 2022-03, ADOPTED APRIL 4, 2022

**Specific Authority: Chapter 190.035(1); 120.54, Florida Statutes**

**Law Implemented: Chapter 190.031, 190.035(1), 190.036, 190.037, 190.041, 190.012(1),  
Florida Statutes**

## SECTION VI

# SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Recreation Area Improvements	Showe/Viasalyers	Ongoing	7/9/20	2022		
2	Beatification Fund Plans for FY 22	Viasalyers	Ongoing	7/9/20			Expected to Trim Conservation Areas in 2022

## SECTION VII



# SECTION A

# Baytree

## Community Development District

### Summary of Check Register

January 1, 2022 to February 28, 2022

Fund	Date	Check No.'s	Amount
General Fund	1 /4/22	306 - 316	\$ 29,922.14
	1/14/22	317	\$ 6,497.32
	1/18/22	318 - 323	\$ 13,197.73
	1/21/22	324	\$ 11.21
	2/3/22	325 - 327	\$ 2,454.56
	2/9/22	328 - 336	\$ 25,825.46
	2/11/22	337	\$ 15.00
	2/16/22	338 - 339	\$ 13,172.65
			<hr/>
			\$ 91,096.07
Capital Projects Fund	1/28/22	122	\$ 14,580.00
			<hr/>
			\$ 14,580.00
Community Beautification Fund	1/4/22	53	\$ 3,900.00
	1/18/22	54	\$ 3,875.00
			<hr/>
			\$ 7,775.00
Payroll	<u>January 2022</u>		
	Carolyn E. Witcher	50539	\$ 184.70
	Gilbert M. Mills Jr.	50540	\$ 184.70
	Janice Hill	50541	\$ 184.70
	Richard C. Bosseler	50542	\$ 184.70
	Richard L. Brown	50543	\$ 184.70
	<u>February 2022</u>		
	Carolyn E. Witcher	50544	\$ 184.70
	Gilbert M. Mills Jr.	50545	\$ 184.70
	Janice Hill	50546	\$ 184.70
	Richard C. Bosseler	50547	\$ 184.70
	Richard L. Brown	50548	\$ 184.70
			<hr/>
			\$ 1,847.00
			<hr/>
			\$ 115,298.07

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/04/22	00047	12/22/21	S233722 202112 320-53800-41100 GATE MAINTENANCE 12/20/21	ACCESS CONTROL TECHNOLOGIES	*	523.65	523.65 000306
1/04/22	00004	11/30/21	172450 202111 310-51300-31500 GENERAL COUNSEL NOV21	BILLING, COCHRAN, LYLES, MAURO & RAMSEY	*	630.00	630.00 000307
1/04/22	00193	1/01/22	15800288 202201 320-53800-46200 COMM CLEANING SVC JAN22	COVERALL NORTH AMERICA, INC DBA	*	431.00	431.00 000308
1/04/22	00200	12/08/21	1801498 202112 320-53800-34500 SECURITY 12/02-12/08/21	DOTHAN SECURITY INC	*	3,403.68	13,857.84 000309
		12/15/21	1801512 202112 320-53800-34500 SECURITY 12/9/21-12/15/21		*	3,403.68	
		12/22/21	1801524 202112 320-53800-34500 SECURITY 12/16 - 12/22/21		*	3,403.68	
		12/29/21	1801538 202112 320-53800-34500 SECURITY 12/23 - 12/29/21		*	3,646.80	
1/04/22	00039	1/07/22	412911 202201 320-53800-47000 AQUATIC WEED CONTR JAN22	ECOR INDUSTRIES	*	2,625.00	2,625.00 000310
1/04/22	00008	12/21/21	7-605-32 202112 310-51300-42000 DELIVERY 12/21/2021	FEDEX	*	12.47	12.47 000311
1/04/22	00210	12/16/21	25787A 202112 320-53800-46900 FOUNTAIN CLEANING DEC21	FOUNTAIN DESIGN GROUP	*	175.00	175.00 000312
1/04/22	00230	1/04/22	01042022 202201 320-53800-47700 REIMBURSEMENT XMAS DECOR	GEOFF STUDDS	*	315.62	315.62 000313
1/04/22	00124	11/23/21	11232021 202111 320-53800-46200 CLEANING POOL HOUSE	KENNETH G HORN	*	275.00	275.00 000314
1/04/22	00016	11/01/21	44391 202111 320-53800-47400 IRRIGATION REPAIR NOV21	MBYINGTON	*	66.00	
		11/02/21	44409 202111 320-53800-47200 TRIM LIGUSTRUM HEDGE 11/2		*	3,000.00	

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		11/19/21 44418	202111 320-53800-47300		*	7,961.00	
		MONTHLY LAWN SVC NOV21		TROPIC-CARE OF FLORIDA, INC.			11,027.00 000315
1/04/22 00225	12/22/21	9983726-	202201 320-53800-43300		*	49.56	
		96 GALLON TOTER JAN22		WASTE MANAGEMENT CORPORATE SERVICES			49.56 000316
1/14/22 00021	1/01/22	425	202201 310-51300-34000		*	3,513.83	
		MANAGEMENT FEES JAN22			*	95.83	
	1/01/22	425	202201 310-51300-35200		*	137.50	
		WEBSITE ADMIN JAN22			*	23.13	
	1/01/22	425	202201 310-51300-35100		*	138.95	
		INFORMATION TEC JAN22			*	126.00	
	1/01/22	425	202201 310-51300-51000		*	2,462.08	
		OFFICE SUPPLIES			*		
	1/01/22	425	202201 310-51300-42000		*		
		POSTAGE			*		
	1/01/22	425	202201 310-51300-42500		*		
		COPIES			*		
	1/01/22	426	202201 320-53800-34000		*		
		FIELD MANAGEMENT JAN22		GOVERNMENTAL MANAGEMENT SERVICES			6,497.32 000317
1/18/22 00047	1/12/22	S234020	202201 320-53800-41100		*	260.00	
		GATE MAINTENANCE 1/4/22		ACCESS CONTROL TECHNOLOGIES			260.00 000318
1/18/22 00019	1/01/22	11620	202112 320-53800-46200		*	294.21	
		HYDRALIC VALVE/FLOAT TANK			*	23.00	
	1/01/22	11685	202112 320-53800-46200		*		
		RAINBOW CHLORINATOR ORING		BEACH POOL SERVICE			317.21 000319
1/18/22 00200	1/05/22	1801596	202201 320-53800-34500		*	3,646.80	
		SECURITY 12/30-01/05/2022		DOTHAN SECURITY INC			3,646.80 000320
1/18/22 00039	1/04/22	414404	202201 320-53800-41100		*	60.00	
		QRTLY PEST CONTROL JAN22			*	790.00	
	1/11/22	412798	202201 320-53800-47000		*		
		NATURAL AREAS MNGMT JAN22		ECOR INDUSTRIES			850.00 000321
1/18/22 00053	10/06/21	2163-531	202110 320-53800-49000		*	81.36	
		18"*12" PVC DESIG PRODUCE					

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		11/10/21	2163-544 202110 320-53800-49000 18"*12" PVC DESIG PROCUDE		*	81.36	
			FASTSIGNS				162.72 000322
1/18/22	00016	12/07/21	44481 202112 320-53800-47300 MONTHLY LAWN SVC DEC21		*	7,961.00	
			TROPIC-CARE OF FLORIDA, INC.				7,961.00 000323
1/21/22	00207	1/19/22	01192022 202201 320-53800-49000 REIMBURSEMENT-LOWE'S 1/16		*	11.21	
			MEL MILLS				11.21 000324
2/03/22	00004	12/31/21	172920 202112 310-51300-31500 GENERAL COUNSEL DEC 21		*	1,980.00	
			BILLING, COCHRAN, LYLES, MAURO&RAMSEY				1,980.00 000325
2/03/22	00224	1/21/22	2065361 202112 310-51300-31100 ENGINEER SVCS DEC 21		*	425.00	
			DEWBERRY ENGINEERS, INC				425.00 000326
2/03/22	00225	1/26/22	9989066- 202202 320-53800-43300 96 GALLON TOTER-FEB 22		*	49.56	
			WASTE MANAGEMENT CORPORATE SERVICES				49.56 000327
2/09/22	00047	1/18/22	S234180 202201 320-53800-41100 GUEST GATE ARM REPAIR		*	260.00	
		1/21/22	S234269 202201 320-53800-41100 GATE REPAIR 1/18/22		*	260.00	
		1/27/22	SA16616 202202 320-53800-41300 SPS PROGRAMMING FY22		*	650.00	
		1/28/22	P52626 202201 320-53800-34700 HID PROX CARDS 200QT		*	874.26	
			ACCESS CONTROL TECHNOLOGIES				2,044.26 000328
2/09/22	00019	1/01/22	5348 202201 320-53800-46200 POOL MAINTENANCE JAN 22		*	687.50	
		2/01/22	11704 202201 320-53800-46200 REPAIR VALVE DIVERter KIT		*	142.50	
		2/01/22	5488 202202 320-53800-46200 POOL MAINT FEB 22		*	687.50	
			BEACH POOL SERVICE				1,517.50 000329
2/09/22	00193	2/01/22	15800294 202202 320-53800-46200 CLEANING SVCS FEB 22		*	431.00	
			COVERALL NORTH AMERICA, INC DBA				431.00 000330

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/09/22	00200	1/12/22 1801611	202201 320-53800-34500	SECURITY 1/6/22-1/12/22	*	3,403.68	
		1/19/22 1801622	202201 320-53800-34500	SECURITY 1/13/22-1/19/22	*	3,403.69	
		1/26/22 1801638	202201 320-53800-34500	SECURITY 1/20/22-1/26/22	*	3,403.68	
DOTHAN SECURITY INC							10,211.05 000331
2/09/22	00039	2/04/22 414881	202202 320-53800-47000	AQUATIC WEED CNTL FEB 22	*	2,625.00	
ECOR INDUSTRIES							2,625.00 000332
2/09/22	00008	2/01/22 7-647-23	202201 310-51300-42000	6 DELIVERIES 1/26/22	*	180.36	
FEDEX							180.36 000333
2/09/22	00023	12/31/21 00043313	202112 310-51300-48000	NOT BOS MEETING 12/1/21	*	170.73	
FLORIDA TODAY							170.73 000334
2/09/22	00052	1/24/22 662730	202201 320-53800-47500	WHITE FROST BULB	*	142.56	
FLORIDA BULB & BALLAST INC.							142.56 000335
2/09/22	00016	1/05/22 44502	202201 320-53800-47300	LANDSCAPE MAINT JAN 22	*	7,961.00	
		1/11/22 44574	202201 320-53800-47200	INSTALL PINDO PALMS	*	290.00	
		1/12/22 44586	202201 320-53800-47400	REPLACE IRRIGATION NOZZLE	*	153.00	
		1/14/22 44618	202201 320-53800-47400	REPLACE IRRIGATION NOZZLE	*	99.00	
TROPIC-CARE OF FLORIDA, INC.							8,503.00 000336
2/11/22	00240	2/11/22 02112022	202202 300-36900-10000	REFUND CHK#3292 POOL CARD	*	15.00	
SHARON MCGARRY							15.00 000337
2/16/22	00200	2/02/22 1801700	202201 320-53800-34500	SECURITY 1/27/22-02/02/22	*	3,403.68	
		2/09/22 1801717	202202 320-53800-34500	SECURITY 2/3/22-2/9/22	*	3,403.68	
DOTHAN SECURITY INC							6,807.36 000338
2/16/22	00021	2/01/22 427	202202 310-51300-34000	MANAGEMENT FEES FEB 22	*	3,513.83	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/01/22	427	202202 310-51300-35200		WEBSITE ADMIN FEB 22	*	95.83	
2/01/22	427	202202 310-51300-35100		INFORMATION TECH FEB 22	*	137.50	
2/01/22	427	202202 310-51300-51000		OFFICE SUPPLIES FEB 22	*	23.37	
2/01/22	427	202202 310-51300-42000		POSTAGE FEB 22	*	15.53	
2/01/22	427	202202 310-51300-42500		COPIES FEB 22	*	117.15	
2/01/22	428	202202 320-53800-34000		FIELD MANAGEMENT FEB 22	*	2,462.08	
GOVERNMENTAL MANAGEMENT SERVICES						6,365.29	000339
TOTAL FOR BANK F						91,096.07	
TOTAL FOR REGISTER						91,096.07	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/28/22	00036	11/22/21 33219	202111 600-53800-62000	SIGN POST-DECORATIVE POLE	*	14,580.00	
-----							
							14,580.00 000122
-----							
TOTAL FOR BANK B						14,580.00	
TOTAL FOR REGISTER						14,580.00	

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/04/22	00014	11/24/21 934647	202111 600-53800-46000	PAINT RAIL /REPLACE FACIA	*	3,900.00	
				J WARREN SERVICES, LLC			3,900.00 000053
1/18/22	00002	11/22/21 44426	202111 600-53800-46000	DEBOOING OF PALM TREES	*	3,050.00	
		11/22/21 44427	202111 600-53800-46000	REMOVE QUEEN/LARGE PALM	*	825.00	
				TROPIC-CARE OF FLORIDA, INC.			3,875.00 000054
TOTAL FOR BANK D						7,775.00	
TOTAL FOR REGISTER						7,775.00	

BAYT --BAYTREE-- MBYINGTON

## SECTION B

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

***Unaudited Financial Reporting***  
***January 31, 2022***



# Table of Contents

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

**Baytree**  
**Community Development District**  
**Combined Balance Sheet**  
**January 31, 2022**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Fund	\$ 640,457	\$ -	\$ 640,457
Capital Reserves	\$ -	\$ 69,624	\$ 69,624
Pavement Management	\$ -	\$ 379,276	\$ 379,276
Community Beautification	\$ -	\$ 1,170	\$ 1,170
<u>Investments:</u>			
Custody	\$ 1,030	\$ -	\$ 1,030
<b>Total Assets</b>	<b>\$ 641,487</b>	<b>\$ 450,070</b>	<b>\$ 1,091,557</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 29,776	\$ -	\$ 29,776
<b>Total Liabilities</b>	<b>\$ 29,776</b>	<b>\$ -</b>	<b>\$ 29,776</b>
<b>Fund Balance:</b>			
Assigned for:			
Capital Reserves	\$ -	\$ 69,624	\$ 69,624
Pavement Management	\$ -	\$ 379,276	\$ 379,276
Community Beautification	\$ -	\$ 1,170	\$ 1,170
Unassigned	\$ 611,711	\$ -	\$ 611,711
<b>Total Fund Balances</b>	<b>\$ 611,711</b>	<b>\$ 450,070</b>	<b>\$ 1,061,781</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 641,487</b>	<b>\$ 450,070</b>	<b>\$ 1,091,557</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$ 905,346	\$ 847,600	\$ 847,600	\$ -
IOB Cost Share Agreement	\$ 43,269	\$ -	\$ -	\$ -
Miscellaneous Income	\$ 9,250	\$ 3,083	\$ 1,699	\$ (1,385)
<b>Total Revenues</b>	<b>\$ 957,865</b>	<b>\$ 850,683</b>	<b>\$ 849,298</b>	<b>\$ (1,385)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 8,000	\$ 4,000	\$ 3,800	\$ 200
FICA Expense	\$ 612	\$ 306	\$ 291	\$ 15
Engineering	\$ 35,000	\$ 11,667	\$ 2,020	\$ 9,647
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Attorney Fees	\$ 18,000	\$ 6,000	\$ 7,313	\$ (1,313)
Annual Audit	\$ 3,265	\$ -	\$ -	\$ -
Management Fees	\$ 42,166	\$ 14,055	\$ 14,055	\$ 0
Information Technology	\$ 1,650	\$ 550	\$ 550	\$ -
Website Maintenance	\$ 1,150	\$ 383	\$ 383	\$ 0
Telephone	\$ 250	\$ 83	\$ -	\$ 83
Postage	\$ 1,500	\$ 500	\$ 1,080	\$ (580)
Insurance	\$ 19,058	\$ 19,058	\$ 25,917	\$ (6,859)
Tax Collector Fee	\$ 18,107	\$ 16,953	\$ 16,953	\$ -
Printing & Binding	\$ 1,500	\$ 500	\$ 371	\$ 129
Legal Advertising	\$ 1,500	\$ 500	\$ 171	\$ 329
Other Current Charges	\$ 3,000	\$ 1,000	\$ 318	\$ 682
Office Supplies	\$ 250	\$ 83	\$ 47	\$ 37
Property Taxes	\$ 250	\$ 250	\$ 326	\$ (76)
Property Appraiser	\$ 234	\$ 234	\$ 234	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative</b>	<b>\$ 163,167</b>	<b>\$ 83,798</b>	<b>\$ 81,503</b>	<b>\$ 2,295</b>

**Baytree**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b><u>Operations &amp; Maintenance</u></b>				
Security Contract	\$ 185,056	\$ 61,685	\$ 62,016	\$ (331)
Gate Maintenance Contract	\$ 1,200	\$ -	\$ -	\$ -
Maintenance - Gatehouse	\$ 9,500	\$ 3,167	\$ 5,491	\$ (2,325)
Telephone/Internet - Gatehouse/Pool	\$ 14,500	\$ 4,833	\$ 1,827	\$ 3,006
Transponders	\$ 5,000	\$ 874	\$ 874	\$ -
Field Management Fees	\$ 29,545	\$ 9,848	\$ 9,848	\$ 0
Electric	\$ 51,500	\$ 17,167	\$ 16,726	\$ 441
Water & Sewer	\$ 12,650	\$ 4,217	\$ 3,833	\$ 384
Gas	\$ 6,500	\$ 2,167	\$ 1,842	\$ 324
Trash Removal	\$ 577	\$ 192	\$ 198	\$ (6)
Maintenance - Lakes	\$ 36,696	\$ 12,232	\$ 12,080	\$ 152
Maintenance - Landscape Contract	\$ 97,650	\$ 32,550	\$ 31,633	\$ 917
Maintenance - Additional Landscape	\$ 15,000	\$ 5,000	\$ 3,290	\$ 1,710
Maintenance - Pool	\$ 18,700	\$ 6,233	\$ 6,643	\$ (409)
Maintenance - Irrigation	\$ 8,775	\$ 2,925	\$ 468	\$ 2,457
Maintenance - Lighting	\$ 8,000	\$ 2,667	\$ 3,188	\$ (521)
Maintenance - Monuments	\$ 4,000	\$ 1,333	\$ -	\$ 1,333
Maintenance - Fountain	\$ 700	\$ 233	\$ 175	\$ 58
Maintenance - Other Field (R&M General)	\$ 4,000	\$ 1,333	\$ 1,300	\$ 33
Maintenance - Recreation	\$ 1,500	\$ 500	\$ -	\$ 500
Holiday Landscape Lighting	\$ 14,000	\$ 14,000	\$ 10,258	\$ 3,742
Operating Supplies	\$ 750	\$ 250	\$ -	\$ 250
Sidewalk/Curb Cleaning	\$ 15,000	\$ -	\$ -	\$ -
Miscellaneous	\$ 1,000	\$ 333	\$ -	\$ 333
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 541,799</b>	<b>\$ 183,741</b>	<b>\$ 171,692</b>	<b>\$ 12,049</b>
<b>Total Expenditures</b>	<b>\$ 704,966</b>	<b>\$ 267,539</b>	<b>\$ 253,194</b>	<b>\$ 14,345</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 252,899</b>		<b>\$ 596,104</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer Out - Capital Projects- Paving - Baytree	\$ (75,370)	\$ (21,608)	\$ (21,608)	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ (24,630)	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Reserves	\$ (78,392)	\$ (78,392)	\$ (78,392)	\$ -
Transfer Out - Community Beautification Fund	\$ (37,265)	\$ -	\$ -	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ (37,242)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (252,899)</b>	<b>\$ (100,000)</b>	<b>\$ (100,000)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 0</b>		<b>\$ 496,104</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 115,607</b>	
<b>Fund Balance - Ending</b>	<b>\$ 0</b>		<b>\$ 611,711</b>	

**Baytree**  
**Community Development District**  
**Capital Projects Reserve**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b><u>Revenues</u></b>				
BCA Contribution	\$ 40,000	\$ 33,000	\$ 33,000	\$ -
Interest Income	\$ 100	\$ 33	\$ 0	\$ (33)
<b>Total Revenues</b>	<b>\$ 40,100</b>	<b>\$ 33,033</b>	<b>\$ 33,000</b>	<b>\$ (33)</b>
<b><u>Expenditures:</u></b>				
Lake Bank Restoration/Evaluation	\$ 30,000	\$ 30,000	\$ 30,840	\$ (840)
Sidewalk/Gutter Repair	\$ 10,000	\$ -	\$ -	\$ -
Drainage Maintenance	\$ 8,000	\$ -	\$ -	\$ -
Curb -Tree Trimming/Replacements	\$ 4,000	\$ -	\$ -	\$ -
Recreation Area Improvements	\$ 30,000	\$ -	\$ -	\$ -
Pool Furniture	\$ 4,000	\$ -	\$ -	\$ -
Pool Refurbishing	\$ 15,000	\$ -	\$ -	\$ -
Bank Fees	\$ -	\$ -	\$ 196	\$ (196)
Capital Outlay	\$ 10,000	\$ 10,000	\$ 14,580	\$ (4,580)
<b>Total Expenditures</b>	<b>\$ 111,000</b>	<b>\$ 40,000</b>	<b>\$ 45,616</b>	<b>\$ (5,616)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (70,900)</b>		<b>\$ (12,616)</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In - Baytree	\$ 78,392	\$ 78,392	\$ 78,392	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 78,392</b>	<b>\$ 78,392</b>	<b>\$ 78,392</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 7,492</b>		<b>\$ 65,776</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 2,046</b>		<b>\$ 3,847</b>	
<b>Fund Balance - Ending</b>	<b>\$ 9,538</b>		<b>\$ 69,624</b>	



**Baytree**  
**Community Development District**  
**Pavement Management**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b><u>Revenues</u></b>				
Interest Income	\$ 75	\$ 25	\$ 12	\$ (13)
<b>Total Revenues</b>	<b>\$ 75</b>	<b>\$ 25</b>	<b>\$ 12</b>	<b>\$ (13)</b>
<b><u>Expenditures:</u></b>				
Bank Fees	\$ -	\$ -	\$ 139	\$ (139)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 139</b>	<b>\$ (139)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 75</b>		<b>\$ (126)</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In - Baytree	\$ 75,370	\$ 21,608	\$ 21,608	\$ -
Transfer In - IOB	\$ 24,630	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 100,000</b>	<b>\$ 21,608</b>	<b>\$ 21,608</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 100,075</b>		<b>\$ 21,482</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 378,345</b>		<b>\$ 357,795</b>	
<b>Fund Balance - Ending</b>	<b>\$ 478,420</b>		<b>\$ 379,276</b>	

**Baytree**  
**Community Development District**  
**Community Beautification**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
<b><u>Revenues</u></b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Expenditures:</u></b>				
Bank Fees	\$ 400	\$ 175	\$ 175	\$ -
Beautification Projects	\$ -	\$ -	\$ 11,800	\$ (11,800)
<b>Total Expenditures</b>	<b>\$ 400</b>	<b>\$ 175</b>	<b>\$ 11,975</b>	<b>\$ (11,800)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (400)</b>		<b>\$ (11,975)</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In - Baytree	\$ 37,265	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 37,265</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 36,865</b>		<b>\$ (11,975)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 24,125</b>		<b>\$ 13,145</b>	
<b>Fund Balance - Ending</b>	<b>\$ 60,990</b>		<b>\$ 1,170</b>	

**Baytree**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Maintenance Assessments	\$ -	\$ 210,309	\$ 612,156	\$ 25,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 847,600
IOB Cost Share Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$ 564	\$ 159	\$ 701	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,699
<b>Total Revenues</b>	<b>\$ 564</b>	<b>\$ 210,468</b>	<b>\$ 612,857</b>	<b>\$ 25,409</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 849,298</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 1,000	\$ 800	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800
FICA Expense	\$ 77	\$ 61	\$ 77	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291
Engineering	\$ -	\$ -	\$ 425	\$ 1,595	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Attorney Fees	\$ 3,915	\$ 630	\$ 1,980	\$ 788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,313
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,055
Information Technology	\$ 138	\$ 138	\$ 138	\$ 138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550
Website Maintenance	\$ 96	\$ 96	\$ 96	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 544	\$ 187	\$ 29	\$ 319	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080
Insurance	\$ 25,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,917
Tax Collector Fee	\$ -	\$ 4,207	\$ 12,243	\$ 503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,953
Printing & Binding	\$ 166	\$ 20	\$ 59	\$ 126	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371
Legal Advertising	\$ -	\$ -	\$ 171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171
Other Current Charges	\$ 143	\$ 36	\$ 99	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318
Office Supplies	\$ 23	\$ 0	\$ 1	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47
Property Taxes	\$ -	\$ 326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326
Property Appraiser	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Subtotal General &amp; Administrative</b>	<b>\$ 43,441</b>	<b>\$ 10,015</b>	<b>\$ 19,830</b>	<b>\$ 8,217</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,503</b>

**Baytree**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
Security Contract	\$ 17,018	\$ 13,878	\$ 13,858	\$ 17,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,016
Gate Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance - Gatehouse	\$ 3,505	\$ 1,821	\$ (675)	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,491
Telephone/Internet - Gatehouse/Pool	\$ 451	\$ 451	\$ 473	\$ 451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,827
Transponders	\$ -	\$ -	\$ -	\$ 874	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 874
Field Management Fees	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,848
Electric	\$ 3,999	\$ 4,095	\$ 4,224	\$ 4,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,726
Water & Sewer	\$ 1,096	\$ 806	\$ 943	\$ 988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,833
Gas	\$ -	\$ 376	\$ 1,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,842
Trash Removal	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 198
Maintenance - Lakes	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,080
Maintenance - Landscape Contract	\$ 7,750	\$ 7,961	\$ 7,961	\$ 7,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,633
Maintenance - Additional Landscape	\$ -	\$ 3,000	\$ -	\$ 290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,290
Maintenance - Pool	\$ 1,628	\$ 2,319	\$ 1,436	\$ 1,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,643
Maintenance - Irrigation	\$ 150	\$ 66	\$ -	\$ 252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468
Maintenance - Lighting	\$ 3,046	\$ -	\$ -	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,188
Maintenance - Monuments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance - Fountain	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Maintenance - Other Field (R&M General)	\$ 175	\$ 69	\$ 1,045	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Maintenance - Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Landscape Lighting	\$ -	\$ -	\$ 9,942	\$ 316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,258
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 43,955</b>	<b>\$ 40,769</b>	<b>\$ 45,984</b>	<b>\$ 40,983</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 171,692</b>
<b>Total Expenditures</b>	<b>\$ 87,395</b>	<b>\$ 50,784</b>	<b>\$ 65,815</b>	<b>\$ 49,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 253,194</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (86,831)</b>	<b>\$ 159,684</b>	<b>\$ 547,042</b>	<b>\$ (23,791)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 596,104</b>
<b><u>Other Financing Sources/Uses:</u></b>													
Transfer Out - Capital Projects-Paving - Baytree	\$ -	\$ -	\$ -	\$ (21,608)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (21,608)
Transfer Out - Capital Projects - Paving - IOB Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Reserves	\$ -	\$ -	\$ -	\$ (78,392)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (78,392)
Transfer Out - Community Beautification Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (100,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (100,000)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (86,831)</b>	<b>\$ 159,684</b>	<b>\$ 547,042</b>	<b>\$ (123,791)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 496,104</b>

**Baytree**  
**Community Development District**  
**Special Assessment Receipts**  
**Fiscal Year 2022**

Gross Assessments	\$	943,222.00	\$	943,222.00
Net Assessments	\$	905,493.12	\$	905,493.12

**ON ROLL ASSESSMENTS**

Date	Distribution	Gross Amount	Discount/Penalty	Interest	Net Receipts	100.00%	100.00%
						O&M Portion	Total
11/10/21	ACH	\$13,303.90	(\$702.07)	\$0.00	\$12,601.83	\$12,601.83	\$12,601.83
11/23/21	ACH	\$206,000.00	(\$8,292.62)	\$0.00	\$197,707.38	\$197,707.38	\$197,707.38
12/08/21	ACH	\$597,222.00	(\$23,888.89)	\$0.00	\$573,333.11	\$573,333.11	\$573,333.11
12/21/21	ACH	\$40,153.28	(\$1,330.17)	\$0.00	\$38,823.11	\$38,823.11	\$38,823.11
01/11/22	ACH	\$25,898.39	(\$763.91)	\$0.00	\$25,134.48	\$25,134.48	\$25,134.48
<b>TOTAL</b>		<b>\$ 882,577.57</b>	<b>\$ (34,977.66)</b>	<b>\$ -</b>	<b>\$ 847,599.91</b>	<b>\$ 847,599.91</b>	<b>\$ 847,599.91</b>

<b>94%</b>	Net Assessments Collected
<b>\$57,893.21</b>	Net Assessments Remaining