

*Baytree Community
Development District*

Agenda

September 7, 2022

AGENDA

Baytree

Community Development District

Agenda

Wednesday
September 7, 2022
1:30 PM

Baytree National Golf Links
8207 National Drive
Melbourne, Florida

1. Roll Call
2. Engineer's Report
3. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
4. Consent Agenda
 - A. Approval of the Minutes of the August 8, 2022 Board of Supervisors Meeting
5. Agenda
 - A. Sealing of Roads
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. District Manager
 1. Field Manager's Report
 - (a) Consideration of Preventative Maintenance Agreement for Gates
 - (b) Consideration of Small Project Agreement for Swing Gate Operators
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

SECTION IV

SECTION A

**MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, **August 3, 2022** at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum:

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

Also present were:

Darrin Mossing, Sr.	GMS
Jeremy LeBrun	GMS
Michael Pawelczyk	District Counsel
Peter Armans (<i>via phone</i>)	District Engineer
Andy Hatton	Field Manager
Bob Eksten	President - BCA
Residents	

The Pledge of Allegiance was recited.

Mr. Mills: Before I call the meeting to order, there are a few things that I'd like to go over, if I may. First of all, Jason's father passed away last Monday and I would like for us to have a moment of silence for him and pray as you would pray. Keep him in your thoughts and prayers. Thank you. Also, I had talked to the Board about giving a donation towards flowers to be sent to the funeral home. I called the funeral home yesterday and the family requested that no flowers be sent. So, if anyone wants to make a donation to their favorite charity in his name, that would be appreciated. His father's name is Mr. Gary Lee Showe.

Ms. Witcher: Excuse me, does it say that in the obituary, because sometimes they will list a particular charity.

Mr. Mills: It does not. It just says, *“In lieu of flowers, a donation may be made to your favorite charity in his name.”*

Ms. Witcher: Is it in Florida?

Mr. Mills: It's in Florida.

Ms. Witcher: Okay.

Mr. Mills: It's a community funeral home. If you would like to send Jason a sympathy card, for him and his family, I have his address. It's 131 Bluff Pass Drive, Eustis Florida 32726. I'm going to be sending one on behalf of the CDD Board. Jason has been a great manager and I think we owe it to him to pass along our sympathies. We're very pleased to have with us today, Mr. Darrin Mossing, who happens to be one of the owners of GMS. Darrin, thanks for being with us. Jeremy is going to take Jason's place today. He's got big shoes to fill. I'm sure he can do it. With that, we're going to have take roll call.

FIRST ORDER OF BUSINESS

Roll Call

Mr. LeBrun called the roll. All Supervisors were present with the exception of Mr. Bosseler.

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Is Peter on the phone?

Mr. LeBrun: He has not joined yet the call.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: We don't have the security report.

B. BCA

Mr. Mills: Bob, you want to do the BCA Report?

Mr. Eksten: Sure. I just provided to Mike, a Revocable License Agreement between the BCA and the CDD. This is for the new light for the sign that we're going to put at the front gate. It will illuminate the sign exactly the same as the existing one, directly across from it. Mel and I went out there, looked at the spot and marked it so a concrete slab could be put in. It does have electricity coming from the monument so it can be illuminated. I gave the CDD a check today for

a down payment in the amount of \$2,257. We will be paying the full amount of the BCA budget for supposedly \$4,514. Hopefully, that's still the quote. The reason for doing all of this, as opposed to paying it ourselves is this is another example of the cooperation that we have between the BCA Board and the CDD Board by having them buy it for us as opposed to our doing it. It will save us about \$200 in taxes. So, every penny helps. It is not a lot per household, but it all adds up. So, that's an advantage, I think over the last few years, we've had a great relationship between the two Boards. Long ago, that was not the case. We butted heads and now we have a very good relationship and that will continue. We had a special meeting of the BCA and at that time we approved guidelines for soffit lighting. Because there has been a trend within the Melbourne area and others places, I'm sure as well, to have decorative lighting in the soffits multicolored. It can be flashed. It can be coordinated with a computer. It looks like a carnival in our opinion, so we wanted to stop and restrict that, to show what guidelines will exist now for anybody contemplating putting in soffit lighting. Essentially, it's clear white bulbs. Nothing that's going to be unattractive to neighbors and can't shine into the neighbor's property, so on and so forth. So, we did pass that at a special meeting. We do have another special meeting coming up on Monday at 1:30 p.m. to deal with the driveway issue. I'm only mentioning this because we have to constantly look what's going on in the community to keep our standards high and protect everybody's property. Finally, this is a little bit humorous but a little bit serious as well. I've already mentioned this one to Mel. On Sunday, my wife and I were coming back through the rear gate in the afternoon, and there was a backlog of six cars behind the rear gate. It was all because a young lady was trying to get in that wasn't a resident. So, she pulled out and all of the cars in front of me, the four cars in front of me went through. I went through and stopped outside of the gate, but unfortunately, she pulled in behind the next person and tailgated through. Her comment to me was, "*Screw you old man.*" I hate to see this happening where people are so uncivil. There's nothing we can do to stop it I guess, although I did have a thought, that since you had success with the camera that you can insert anywhere, maybe just put it up there and tell people we've got one there for people who knowingly coming through the rear gate or have guests come through. She said she was just visiting somebody in Baytree and I said, "*You have to go through the front gate*" and that's when I got the, "*Screw you old man.*"

Mr. Mills: There are cameras already back there.

Mr. Eksten: Its disturbing when we see this sort of thing.

Mr. Mills: There are cameras already back there and maybe Andy can check that out and find out who it was.

Mr. Eksten: I didn't bother to get a license plate number. I was tempted to follow her but my wife said, "*Do not do that,*" so I didn't.

Mr. Mills: No. We're living in a very cruel world, unfortunately.

Mr. Eksten: It was a big black, not an SUV, but a Yukon or that kind of thing.

Mr. Hatton: About what time was it?

Mr. Eksten: I'm guessing about 3:00 p.m. or 3:30 p.m., somewhere in there.

Mr. Hatton: Just a rough idea to start looking.

Ms. Hill: Was it black?

Mr. Eksten: Yeah very. She was young, probably in her late 30s.

Mr. Mills: Moving right along. Is that it, Bob?

Mr. Eksten: That's it.

C. Isles of Baytree

Mr. Mills: Joanne emailed me last night. She's been called out of town on a family emergency, so she won't be here.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the June 8, 2022 Meeting

Mr. Mills: Were there any additions or corrections to the minutes?

Ms. Hill: On Page 3. "*Lakes*" should be "*Lights.*"

Mr. Mills: Yeah, it's lights and I think he's already addressed that. There were a few other corrections in there. I didn't write them down, but I'll give them to you.

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

Mr. Armans: I'm here to join the call.

Mr. Mills: Hi, Peter.

Mr. Armans: Hi. How are you doing? I was trying to join earlier, but I figured it out. Do you want me to give my report?

Mr. Mills: Sure.

Mr. Armans: Okay. I tried to send out a PDF a couple of hours ago. Were you guys able to get that? Does anybody have my report or should I just go over it verbally?

Mr. Mills: You probably should go over it verbally because I didn't get it.

Ms. Hill: I didn't get it either.

Ms. Witcher: I didn't get it.

Mr. Mills: Carolyn didn't get it.

Mr. Armans: Oh okay. So, this report is only about the seal coating. We were able to connect with three contractors. Two of them are local contractors; All Florida Striping and Seal Coating and D&E Asphalt Services and then another contractor that we worked with before, Pothole Heroes. We put together a scope that we sent to the contractors. We also have a map. We broke down in the community into two types of traffic; what we call heavy traffic and then light traffic. Heavy traffic is basically everything on Baytree Drive and Old Tramway Drive. Everything else will be lighter traffic. The reason why we did it that way, is we want the heavier traffic area to be treated slightly different than the rest. Basically, it would receive an additional seal coat. We answered questions by all contractors. We received two bids: one by D&E and one by Pothole Heroes. There were too many variables to get a quote for each one, so we got a quote for the entire community. Then on striping, there was the option of just using FDOT approved paint or adding thermoplastics like crosswalks and stop bars, which are much more durable. The CDD actually used them in other areas unlike speed bumps. In my report, I basically have two numbers; one by D&E to do that entire community, which was \$194,485 and Pothole Heroes, which was \$184,687. We asked them to spray three coats, one applied by a squeegee machine in the light traffic areas and a third spray coat in heavy traffic areas. There is a lot of education, more like awareness to the community about what that project entails and how it would affect the community and traffic, but we can dig deeper into those details as you make up your mind about which route you're going to go in.

Mr. Mills: Are both of them quoting the same product?

Mr. Armans: Yeah. These two contractors are quoting the same exact product. Actually, they both use the same supplier of material. The difference in their numbers have to be mostly on the labor hours, scheduling and maybe some traffic control like signage, but the material they're using and spraying on, is actually provided by the same company. The reason why we specified this material is in order for the material to be warranted by the supplier, they cannot add any

additives that will water down the product to where they can save on the material surface. We'll get the same material applied regardless of which contractor we go with.

Ms. Hill: How much time will it buy us as far as durability for the roads before we have to resurface totally?

Mr. Armans: It will give you three years until you have to resurface entirely. If the roadway is in good condition, sometimes you can do another seal coat. The roadways in the community are in good condition and are a very good candidate for seal coating right now. Maybe in three years' time, the Board should consider maybe doing another seal coating. A lot of communities are able to almost double their life of the pavement by seal coating regularly.

Ms. Hill: Oh, wow. At least it will buy us three years of being able to accumulate more money for a full resurfacing.

Mr. Brown: Peter, the map shows National Drive as light to medium traffic. You might want to consider making that heavy traffic because that's the main entrance into the golf course. I think we get about well over 25,000 cars a year going just to the golf course, so you might want to consider that.

Mr. Armans: I did know that road was resurfaced.

Mr. Mills: Yes.

Mr. Armans: If I'm not mistaken, they applied a layer recently, but I do agree with you. There's benefit adding a third stray on coat on National Drive. I did want to clarify that we're not including the parking lot of the Clubhouse or the parking lot of the Community Center.

Mr. Mills: No, that belongs to the golf club.

Mr. Armans: Yeah. I just want to clarify those are not included.

Mr. Mills: Peter, I haven't brought this up before the Board and now would be a good time to do that, since we're thinking about doing seal coating. There has always been this issue with regard to the gutters being terrible looking. Some residents do have it done, but some residents don't, so you have this checkerboard look throughout the community. What is your thought of spraying the gutters the same color as the road?

Mr. Armans: I've never seen that done before. This material binds the aggregates together and because the gutter is made out of concrete, not asphalt, it doesn't have the same type of aggregate. Because you are just trying to add color to it, it may not bind to it. It's not made to

bind the concrete. It may end up looking a lot worse by having the material peel off of the concrete.

Mr. Mills: Okay. You answered my question.

Resident (Art Breitner, Kingswood): I think that's a good idea. While we've got these guys here, let them look at the concrete and give us a price to do that. I think that's a good idea overall. I understand what he's saying. It's a different material, so it may not work, but I'm sure that there is another type of sealer that will work. We have nothing to lose by asking.

Mr. Mills: Did you hear that, Peter?

Mr. Armans: Yeah. Basically, what I heard is, while we have the contractor here, why don't we ask him if they have a different solution for the gutters. What is your goal? Are you trying to just make it more aesthetically pleasing?

Mr. Mills: That's correct.

Mr. Armans: Is there another issue?

Mr. Mills: Just to make it more aesthetically pleasing. That way its uniform throughout the entire community.

Resident (Art Breitner, Kingswood): Also, I'm assuming that the right type of sealer will go a long way to stopping the staining that you get in there also.

Mr. Mills: Yeah.

Resident (Art Breitner, Kingswood): Which is what makes it look ugly.

Mr. Mills: Right. Could you check that out for us?

Mr. Armans: I will look into it. I'm not sure if these contractors would be the right ones to contact about this, but I'll ask them. One thing to keep in mind is, if I'm understanding correctly, you're concerned that some of the gutters have an orange stain on it.

Mr. Mills: Yes

Mr. Armans: Is that what you're referring to?

Mr. Mills: Yes.

Mr. Armans: That's mostly because the groundwater is coming up and that is going to continue to happen even if we paint it. But that's more of a structural thing. Just so you do know. That groundwater when it comes onto the pavement, may also actually discolor the pavement itself. So, I just want you to know this is more of a groundwater issue than it is simply like a concrete material. Any treatment we add to it, is not going to stop it from happening.

Mr. Mills: I don't think we're asking to stop it, Peter. What we're saying is that it will mask the red earth tones that's being caused by the water from the runoff.

Mr. Armans: Have you guys thought about pressure cleaning the entire gutter system, if its more about the looks?

Ms. Witcher: It's too expensive.

Mr. Mills: We have asked the residents, basically when they do their sidewalks to also clean the gutters. Some do and some don't. For the CDD to pay to have those gutters power washed, costs a fortune.

Mr. Armans: They look the same anyhow.

Mr. Mills: Yeah, that's right. If you power wash it, you're still going to have the stains.

Ms. Witcher: What about the end of the street on Ashwell where there's drainage across the road? Is that going to be sealed? What are you going to do, because that's concrete? It's going to cause a problem with the grading there. Not just there, but that's an example of where it's at.

Mr. Mills: Did you take that into consideration, Peter?

Mr. Armans: Which area that is?

Mr. Mills: When you come in Baytree Drive and turn left on Bradwick, in the first cul-de-sac, there's a concrete gutter that goes across the road.

Mr. Armans: Correct. I actually took one of the contractors that wanted to visit the site, to look at it. They actually did not recommend spraying that concrete gutter at all.

Ms. Witcher: Okay.

Mr. Armans: That's an area we looked at in the past that we have decided to wait on until we're doing the resurfacing and to fix the grade on that. Because that's the area that's all broken up. The concrete is broken and it pools with water. I'm familiar with it. I was there.

Ms. Witcher: It's always wet.

Mr. Armans: This project is not going to address that issue at all.

Ms. Witcher: So, they would skip over the concrete.

Mr. Mills: Yes.

Mr. Armans: Exactly.

Ms. Witcher: Okay.

Mr. Mills: Jackie?

Resident (Jackie Curly, Kingswood Way): Have you considered Kingswood Way as high traffic, due to the number of homes in the Isles of Baytree that come down Kingswood Way? How many homes are in there, 160?

Mr. Mills: It's close to 200.

Resident (Jackie Curly, Kingswood Way): Yeah.

Ms. Witcher: 200 homes at the end of the Kingswood Way.

Resident (Jackie Curly, Kingswood Way): So, the traffic on Kingswood Way is quite heavy.

Mr. Armans: Sure. That section we're showing on the map, which is basically up to the entrance of the HOA, there's a speed hump there. If the Board would like for us to consider that because of the high traffic, we can get a quote for a third coat.

Mr. Mills: I think we should.

Mr. Armans: Okay. So far that would be Kingswood Way and National Drive.

Mr. Mills: Right.

Mr. Armans: We will add that to the high traffic if we go that route.

Mr. Mills: I still would like for you to go ahead and see if there is a sealer material that we can use for the concrete that will be black and blend in with the streets, if at all possible.

Mr. Armans: Okay. Do you want it to be black?

Mr. Mills: Yes.

Mr. Armans: Okay. I would think we could look into some type of concrete sealer. There's some concrete sealer material that is used for pool patios and basketball floors and things like that. Usually, it wouldn't be black. We can look for something that could be sprayed on so it's a quick application, but if it's black, I'll have to do a little bit more digging and see if there's such a thing available.

Mr. Mills: Please do that because in the summertime, when we have all this rain, the gutters actually turn black along with the red. So, you've got a mixture of red and black.

Ms. Witcher: Do we do that before we do this sealing or after?

Mr. Armans: I don't think it would make a lot of difference. If it's the same color, then it shouldn't matter, but if they're different colors, then one will definitely seep into the other a little bit.

Mr. Mills: I like Artie's idea with regard to the contractors. Ask the contractors if they have a seal for concrete.

Mr. Armans: I'll give them a call and find out.

Ms. Witcher: How much would that add onto the bill?

Mr. Mills: Give us a total.

Mr. Armans: Okay. So, you guys want to add that to the same contract?

Mr. Mills: Yes.

Ms. Witcher: If they do it.

Mr. Armans: Okay. If they don't, I just want to grab your attention to the cost of oil. I actually had several conversations with these contractors to be able to get these quotes that the price would not change by the time we have a meeting. All of these prices could change if we wait until the next meeting. Just as a heads up.

Ms. Witcher: We have a workshop, don't we?

Mr. Mills: We can meet, but we can't vote.

Mr. Armans: The contractors told me that the price changed three times already in the last 60 days.

Mr. Mills: What's the Board's feelings of tentatively giving him the go-ahead on the sealer at \$184,087?

Mr. Brown: I'm going to throw something in here. The contractor that quoted \$10,000 more than the other, is from Merritt Island, while the cheaper one is from Orlando. We've been talking about trying to give local contractors business here. Just a thought. Its \$10,000 more, but it's somebody from Merritt Island versus Orlando and if we're going to have issues like with the gates, we're paying \$150 for a transportation cost, just to have somebody come out from Orlando to fix a gate for \$1,295. I'm just throwing it out.

Ms. Hill: Would you be fixing anything?

Mr. Brown: I have no idea.

Ms. Hill: I would assume that once you seal it...

Ms. Witcher: Its one and done?

Resident (Not Identified): You do realize, if you paint it, you have to pressure clean it, right? First you have to pressure clean it, then you have to prep it and seal it. So, it's not only \$10,000 for the paint. It takes a lot of prep work to get it done.

Mr. Armans: It's all included in the quote. The contractor also provides you with a one-year warranty. So, within the one year, if something happens and it has to be re-coated because it's failing, that's also included. There's no additional cost to that.

Mr. Mills: In your experience, Peter, have you had anything happen within a year or shortly thereafter?

Mr. Armans: I would have to talk to somebody who's done multiple projects like this. I personally haven't had that issue, but I can talk to someone about it. If the material was applied correctly, basically the way we're specifying it, it's really a durable application. I had one of the contractors basically tell me that he was impressed with what we were requiring because that's something he would do in a high-end community, a high-traffic community. Just the material that we're specifying, if applied correctly, we should not have issues with it. I think both of these contractors would do a good job.

Ms. Witcher: Is he going to be on-site when we do it?

Mr. Armans: In our scope, we require that the contractor actually have a kickoff meeting with us and a representative of the Board, to basically talk about the sequencing of the project because that is going to affect traffic. People are not going to be able to drive on certain areas at certain times and park in some other place. So, we will have a kickoff meeting with us and a representative from the Board. If you want, they can come to a Board meeting, but again, that would be a while from now and would change the price. If the Board directs me to find somebody to be another point of contact to coordinate the schedule with them, yes, we'll have that kickoff and be on-site.

Mr. Mills: Peter, that is Jan's responsibility. So, she would be the one that would be representing the Board.

Ms. Hill: I'll be happy to meet with you.

Mr. Armans: Perfect.

Mr. Brown: Once you pick a date, let the rest of the Board know. I'd like to be there because this is a big project.

Ms. Hill: Right

Mr. Brown: People are going to start having all kinds of questions, so the more we know what the process is going to be and what's going to be closed, the better.

Mr. Mills: What about the Sunshine Law?

Mr. Pawelczyk: As long as you do not discuss any matters that could come before this Board for a vote, you're fine. We're basically just there to observe and find out what's going on.

Ms. Hill: Do we need to send a letter out to the homeowners to let them know so that they can deal with the parking and stuff?

Mr. Mills: Oh yes. Absolutely.

Mr. Hill: Yeah, we will. We'll make sure people know.

Resident (Art Breitner, Kingswood Way): Just a quick question. I understand what they're doing, but from a logistic standpoint, I don't know how it works. For example, we live on Kingswood Way. If they're going to do Kingswood Way on Wednesday, will the people in Kingswood be told that they can't drive on Kingswood Way on Wednesday?

Mr. Mills: My understanding is that they'll do one half of the road and leave the other half open. Then they'll do the other half and you'll get to use the one side that's completed.

Ms. Hill: Kind of like they do when they resurface.

Resident (Art Breitner, Kingswood): That makes sense, except when one guy is coming this way and the other guy is going the other way.

Mr. Mills: Well, you'll have to pull off. I'd like to make a suggestion that the Board go ahead and approve a not-to-exceed amount of \$195,000 and get this rolling.

Mr. Brown: I'm not opposed to going with the lower quote. I just thought everybody should be aware of it. It's something that we talked about, using a local contractor versus somebody from Orlando. Peter is basically saying that they could be from Chicago. Both are using the same exact products that they get from the same exact supplier.

<p>On MOTION by Mr. Brown seconded by Ms. Hill with all in favor authorizing a not-to-exceed amount of \$185,000 for the roadway sealing project was approved.</p>
--

Resident (Not Identified): I just have a quick question.

Mr. Mills: Yes, sir.

Resident (Not Identified): Did you get three bids?

Mr. Mills: Our engineer does that for us. We got two quotes. One didn't quote.

Mr. Pawelczyk: Just for clarification, your motion and what was adopted does include authorization to enter into an agreement with a contractor once that documentation is provided, because management hasn't looked at it and we haven't looked at it.

Ms. Hill: Okay.

Mr. Pawelczyk: I want to make that clarification.

Mr. Brown: Okay. That's fine.

Ms. Hill: Since we increased the scope of the contract, did we allow for that in the motion?

Mr. Brown: No, because I think that that's going to come back in December.

Mr. Mills: Yeah. It's going to come back separately.

Mr. Armans: Is this about the gutters?

Mr. Mills: Yeah. The gutters are going to be totally separate.

Mr. Armans: Correct. Once we figure out what the materials are, it would most likely be cheaper to go with a contractor who is already on site than to get additional quotes.

Mr. Mills: Exactly.

Mr. Armans: But we'll look into that and have some numbers for you at the next meeting.

Mr. Mills: Okay.

Mr. Brown: Jan just raised a very good point. We've just advised you to make National Drive high traffic and Kingswood Way high traffic, which is going to change the quote price.

Mr. Armans: Absolutely.

Mr. Mills: Do you have a square foot price?

Mr. Armans: Let me do a quick estimate of potentially how much that would add, to give you give you a recommended amount.

Resident (Art Breitner, Kingswood): I still think from a logistic standpoint for the residents, they are going to have to be given some information as to how to access their houses and their driveway while this is being done. I understand what you're saying that they do one-half of the road at the time, but if you are on the half that wasn't done and your house is on the other side of the street, what do you do? Just drive over it anyway to get to your driveway.

Mr. Mills: Artie, I am sure that whoever does this work has done enough of it that they have a detailed plan and it'll all work out.

Resident (Art Breitner, Kingswood): I agree, but just I'm saying, it's going to inconvenience the residents. I think before it happens, we have to let them know.

Mr. Mills: No question.

Ms. Hill: Absolutely.

Mr. Mills: We'll let them know.

Ms. Hills: I don't know if you were going out the back gate when they were resurfacing. People were parked outside of the community while they resurfaced it. Obviously, they weren't going over that to get in their driveway.

Ms. Witcher: You don't want to drag it onto your driveway.

Resident (Art Breitner, Kingswood): I'm not trying to make a big deal, but obviously if you are on the side of the road that's being used to drive on while the other side gets done, if people start parking on the road to not drive over their driveway, before you know it, no one's going to be able to get down the street.

Mr. Mills: I'm sure they'll give directions to us and we'll get it in a letter.

Mr. Eksten: It would be over by nightfall to be able to drive over that to get into your driveway.

Mr. Mills: It may take 24 hours to dry.

Mr. LeBrun: Part of the pre-construction meeting, is to go through all those timelines and instructions and how we set this up. This would be pretty well-planned out.

Ms. Witcher: Exactly when will we send the letter out?

Mr. Mills: After the meeting.

Mr. LeBrun: Once you have a chance to go through the agreement and make sure everything is in the form that we need, that pre-construction meeting would answer a lot of the questions that the residents would have with timing.

Ms. Witcher: That's the kick-off meeting?

Mr. Armans: I ramped some numbers and I believe it's going to be somewhere between \$10,000 and \$50,000 additional dollars, probably closer to \$10,000.

Ms. Witcher: So, if we make it \$200,000, Peter, would that be all right? Will that cover everything?

Mr. Armans: I believe so. Yes, homeowners will have to be notified because people will have to find alternative parking in some places. All of that will be coordinated with the contractor with the sequence broken down by area.

Mr. Mills: What's the cure time? Do you know?

Mr. Armans: Well, they usually don't want anyone to drive on it for 24 hours. They will have cones and tape overnight, so the surface isn't drivable.

Ms. Witcher: Because you could mess it up by driving on it.

Mr. Armans: I just want to give you a heads up. People who will not follow that, will end up tracking that material on their tires, if they decide to drive on an area with cones or something. That's not a good look if they start tracking the material onto the pavers.

Ms. Hill: Do we have to put that in our letter so that we're covered?

Mr. Pawelczyk: I don't write letters to residents.

Mr. LeBrun: Once we had the unit schedule on the scoping, we would draft something that we could send out.

Ms. Hill: We want to warn them that if they do that, *"Don't come back to us because we told you not to do it."*

Mr. LeBrun: We'll make sure to state everything that an engineer recommends and the contractor.

Mr. Armans: We can provide a flyer or something with the print and mail out that would have some educational material to everyone.

Mr. Eksten: Don't hate me for asking this but given that there are going to be some real problems with that kind of a curing plan, we will probably have people turning around and there can be tracking on that. The alternative is to go back to the old way of just preparing the streets on the timely basis that the engineer sets up for when different parts of Baytree would be resurfaced. That wouldn't cause the major problems that this would cause for homeowners and I'm thinking particularly of older people that really can't park six blocks away and walk back to their house.

Mr. Mills: It's actually a cost issue, Bob. When you do one street and you don't do the whole community, you come back in next time and do another street and not the whole community. You have an on-site preparation and that's expensive.

Mr. Eksten: I understand that. I know we talked about doing a small segment, not a large portion.

Mr. Mills: That's right.

Mr. Eksten: But even considering that, I have no idea what the cost difference is. But paving and patch was not a painful experience that this might be for some homeowners.

Ms. Hill: We had set up for next year that we were going to do 30% of the community in resurfacing the roads, but when we were setting that up, gas was \$2.43 a gallon. Okay? We started out with \$60,000 that we were setting aside to do that project. Down the road, we increased that to \$100,000, but now we're talking about double where we started.

Mr. Eksten: The consideration would be that would last longer. In three years, you probably have to do this resurfacing again.

Mr. Brown: We're doing seal coat for the entire community. Resurfacing the entire community is going to well over \$500,000, probably close to \$1 million. We've been putting aside about \$100,000. Now it has been advised for next year, which is one of the reasons why we're looking at increasing assessments to put away \$13,000 and maybe even more for resurfacing.

Mr. Mills: I thought it was \$160,000.

Mr. Brown: It's like, "*Pay me now or pay me later,*" but the reality is I think we've got around \$300,000 to \$400,000 in reserves right now for road repaving. We can spend \$200,000 to reseal the entire community to give us three more years. Reserving \$130,000 a year, will get you to almost \$400,000. That plus the \$100,000 to \$200,000 that we've got left, now we've got a better cushion to start resurfacing the community. I hear it's a logistical nightmare and probably people are going to drive over it and drive into their driveways.

Mr. Mills: But they'll put up cones and tape.

Ms. Hill: Apparently, this has been done in other communities, so they have had to figure out how to do it.

Mr. Brown: We have done it before.

Mr. Armans: I also would like to add that the resurfacing of the community was \$1.3 million to \$1.5 million.

Mr. Mills: That's right.

Mr. Armans: That was the estimate for doing mill and resurfacing.

Ms. Hill: Okay. So, we're talking the difference between \$200,000 and \$1.3 million.

Mr. Mills: It's more like \$1.5 million today.

Mr. Eksten: With a different life expectancy.

Ms. Hill: It's just one day.

Mr. Eksten: I agree.

Mr. Mills: No matter what we do, we're going to be inconvenienced. You have to pick your battles and this is a battle that I think we need to move forward on, only because it's going to stabilize the roads and give us at least three to five more years that we can accumulate money in our budget to pay cash and not have to borrow money.

Ms. Hill: Otherwise, you're talking about going to a bank and getting a line-of-credit or floating a bond issue. That doesn't make sense.

Mr. Eksten: I don't have the numbers in front of me. I just was tossing that out only because I'm concerned that this would be a more difficult time period to do this resurfacing than what we've done in the past for homeowners. The curing period, if there was a curing period wouldn't be a problem. Would it be 12 hours that we can drive on it?

Mr. Mills: 24 hours.

Ms. Hill: We should probably give them enough notice.

Mr. Mills: Yeah. We'll give them enough notice. I'm sure that these people that do it, have this worked out.

Mr. Eksten: I hope so.

Mr. Mills: Do you want to amend your motion to increase the amount to \$200,000?

Mr. Pawelczyk: I think what you were looking for is a new motion to rescind the prior motion and authorize a not-to-exceed amount of \$200,000 for the roadway and resealing project and further authorize entering into an agreement with the low bidder.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor authorizing rescinding the prior motion and authorizing a not-to-exceed amount of \$200,000 for the roadway and resealing project and entering into an agreement with the low bidder was approved.
--

Mr. Armans: Sound good. That's it for my report unless you have any questions.

Mr. Mills: Thanks, Peter. Get back to us as soon as you can with regard to the cost of doing the gutters.

Mr. Armans: Okay. I will reach out to the contractors. Either way that's not going to get approved until the next meeting. By then, this work would have started.

Mr. Mills: That's fine.

Mr. Armans: Perfect. I'll be in touch with that information.

Mr. Mills: Okay. Great. Thanks.

Ms. Hill: Thank you, Peter.

- **Approval of Minutes of the June 8, 2022 Meeting (Item 4A)**

Mr. LeBrun: Before Peter jumped in, we were going to approve the minutes as amended.

On MOTION by Mr. Brown seconded by Mr. Mills with all in favor the Minutes of the June 8, 2022 Meeting were approved as amended.
--

FIFTH ORDER OF BUSINESS

Agenda

A. Public Hearing

Mr. Mills: Do we want to go through the complete presentation that we have prepared as to why there is an increase or not? I think we all pretty much know the budget. Correct?

Mr. Eksten: Why is it the insurance so much higher?

Mr. Mills: Inflation.

Mr. Eksten: By 15% over next year?

Mr. Mills: Fuel costs and insurance went up.

Ms. Hill: Every one of our contractors went up.

Ms. Hatton: They went from \$19,058 to \$31,100.

Mr. Mills: Thirty percent.

Ms. Hills: Had you gotten your insurance?

Mr. Eksten: Yeah. It didn't go up that much.

Ms. Hill: Mine did.

Mr. Brown: Mine did.

Ms. Hill: Mine went up considerably.

Mr. Pawelczyk: I don't know the answer to this question, but didn't we add the additional amenities that are now insured? I don't know if that's for sure, but I remember we talked about that here, where the insurance company came out and re-evaluated.

Mr. Mills: That's right.

Mr. Pawelczyk: What the District owns, including the park area and the pavilion.

Mr. LeBrun: It's also based off of what is projected for the end of the fiscal year. It's projected to be at the most, \$26,000 for the end of this fiscal year. That's why we're looking at \$31,000 for next year, especially with those added other things to insure. That's where you get the proposed amount from. It is also looking at the projected through the end of the fiscal year. I've seen at other communities, insurance going up.

Mr. Pawelczyk: I can't think of a community that I represent and I represent 140 Districts, where insurance has not gone up, because we're limited as a local government. There are only two or three in the state that issue insurance under the sovereign immunity deal that we have. Everything is going up, just like your home insurance and property insurance, unfortunately.

Ms. Witcher: Every contract that we have, have increased.

Mr. Mills: Everybody is going up.

Ms. Witcher: Every one of our contracts?

Mr. Eksten: Do you guys negotiate the insurance contract every year?

Mr. Pawelczyk: Like I said, there are three companies in the state. Management would know more, but there are only three that we can even utilize and get insurance from. I do know that all of the rates are about the same. I haven't seen a District go out and change insurance companies because they're getting a significantly lower rate from the other. Right?

Mr. LeBrun: The best practice is to take the one that has the best price, the best value. It's very limited. I don't have the data in front of me, but like I said, based off of the projected at the end of fiscal year, that's where it is.

Mr. Brown: Is the insurance company that insures us the same insurance company that insures all of your other managed properties? It's not like we're a single entity. How many communities are you the manager for?

Mr. Mossing: Over 200.

Mr. Brown: So, you're talking 200 amenities to one insurance company. That's a lot of coverage. I would think you're getting a better rate than if we went on our own.

Mr. LeBrun: I think the only other one out there, is the one that ensures municipalities. EGIS has been competitive.

Mr. Mossing: It doesn't help that every other commercial is for a slip and fall attorney. That factors in.

Mr. Pawelczyk: Which is not me, by the way.

Mr. Eksten: I'm just asking. Thank you very much.

Mr. Mills: You're welcome. Do we want to forego the presentations?

There was Board consensus.

Mr. LeBrun: We need to open up the public hearing.

Mr. Mills: Does anybody have any comments? Hearing none,

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor the public hearing on the Budget for Fiscal Year 2023 was opened.

Mr. LeBrun: We officially opened the public hearing for the consideration of Resolution 2022-05, adopting the Fiscal Year 2023 budget and the annual appropriations as well as the consideration of Resolution 2022-06, imposing special assessments and certifying an Assessment Roll. The public hearing is now officially opened, Mr. Chair, if you wanted to take comments.

Mr. Brown: Yes. I'll take any comments from the floor. Hearing none, do we want to take each one of these separately or approve them together?

Mr. LeBrun: If there are no comments, we can close the public hearing.

Mr. Mills: We don't have to vote first?

Mr. LeBrun: No.

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

i. Consideration of Resolution 2022-05 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations

Mr. Mills: Now we'll vote on Resolution 2022-05, adopting the Fiscal Year 2023 budget and the annual appropriations.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor Resolution 2022-05 Adopting the Fiscal Year 2023 Budget and Relating to the Annual Appropriations was adopted.

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

Mr. Mills: Now we'll consider Resolution 2022-06, imposing special assessments and certifying an Assessment Roll.

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

B. Review and Acceptance of Fiscal Year 2021 Audit Report

Mr. LeBrun: In your agendas, you have the full audit that comes from our audit company. Page 96 is the management letter. That's the summary of the audit. To give you the run down, it's basically what's called a clean audit. There are no findings. There were no prior issues. So, that's great news. Like I said, the management letter gives you the summary, but that's basically it. They said everything looks good and that things are running well at Baytree. So, if there are no questions on that, we would just need a motion to accept the audit.

Mr. Brown MOVED to accept the Fiscal Year 2021 Audit Report and Ms. Hill seconded the motion.

Mr. Eksten: Who is the auditor?

Mr. Brown: Berger, Toombs, Elam, Gaines & Frank. They were the low bidder, the last time we did it.

Mr. Pawelczyk: I have a hard copy if you want it.

Mr. LeBrun: It's also on the agendas that are posted to the CDD website.

Mr. Eksten: Thank you.

Mr. Pawelczyk: If you're going to look at anything, if anybody does look at the audits, the first thing that I always do when I see these, is I go to the management letter in the back. That tells you if there are any findings. The rest pertains to financial information. All of the

information that's in that audit, is also on the District's website. The Florida Auditor General's website has all of our past audits.

On VOICE VOTE with all in favor the Fiscal Year 2021 Audit Report was accepted.

C. Approval of Fiscal Year 2023 Meeting Schedule

Mr. Mills: Are there any issues with it?

Mr. Brown: No.

Ms. Hill: When is the next meeting?

Mr. Mills: October 5th.

Mr. LeBrun: The schedule that's in your agenda is for next fiscal year, starting October through September. It looks like it's the same schedule that you are used to seeing. If everything looks good, we'll look for motion to accept the Fiscal Year 2023 meeting scheduled as proposed.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Fiscal Year 2023 meeting schedule as proposed was approved.

Ms. Witcher: Is there another workshop in between the October 5th meeting?

Mr. Mills: We haven't scheduled another workshop.

Mr. Brown: No, we don't have one.

Mr. Mills: We have to do that.

Mr. Pawelczyk: Since Jason is not here, is there a need to add a September meeting for a workshop in connection with the Roadway Project?

Ms. Witcher: We can do an extra meeting.

Mr. Pawelczyk: I'm just saying, since he has to advertise this meeting schedule anyway, since we don't meet in September. If you thought you needed to add one, you could add it now just to save on some advertising costs. I'm just asking a question because Jason's not here.

Mr. Mills: Let me ask you a legal question. If he comes back with a quote and it's sent out to all of us, can we meet online?

Mr. Pawelczyk: No. You can't pull the Board outside of the meeting. Right now, the manager has the authority to enter into a contract with the low bidder in a not-to-exceed of \$200,000.

Mr. Brown: Right.

Mr. Pawelczyk: I'm going to draft a contract next week and we'll be ready to go once the proposal is finalized.

Mr. Mills: Well, then why don't we go ahead and schedule a meeting.

Mr. Pawelczyk: GMS will typically send this out in September to advertise it, but they can do it any time. I would say just put a September meeting in here and if you need it, you can have it. If you don't need it, you can cancel it.

Mr. Mills: Cool. Let's do that.

Ms. Witcher: Labor Day is the 5th. We can do schedule it for September 7th or the 14th.

Mr. Mills: September 7th is a Wednesday.

Ms. Hill: I'm not here on the 7th. I leave on the 6th and I won't be back until the 16th. Mr. Mills: How does it work for you, Rick?

Mr. Brown: Fine.

Mr. Mills: How about you, Carolyn?

Ms. Witcher: I don't have my calendar in front of me, but we'll just work with it.

Mr. Pawelczyk: I think the chances are you're not going to be need it. If you do need it, then you just need three people to come in person and the other two can appear by phone.

Mr. Mills: Okay. Let's go ahead and schedule a meeting for September 7th.

Mr. LeBrun: Do you use the same time?

Mr. Mills: 1:30 p.m.

Mr. Pawelczyk: I think you could just let Jason know if it's needed. You guys can send out your regular notice to the Board members asking if we need one. We already saved \$350 to \$600 for advertising.

Ms. Witcher: If we do end up with a meeting, we can draft our letter to send out to the people to start the repaving, so everybody can bring their suggestions.

Ms. Hill: If you need me, I can be available by phone.

Mr. LeBrun: If you wanted to be, you could just appear by phone.

Mr. Mills: But she can't vote by phone.

Mr. Pawelczyk: She can vote by phone.

Ms. Witcher: She can vote. As long as there's a quorum in the building.

Mr. Mills: That'll work.

SIXTH ORDER OF BUSINESS

Consideration of Agreement for Lake Bank Restoration

Mr. Mills: Let's go to the Lake Bank Restoration Agreement.

Ms. Witcher: Is this our annual thing with the company?

Mr. Mills: Yes. It provides a list of all the lake banks, which comes up to 775 linear feet.

Mr. Brown: At \$44.

Mr. Mills: Yeah, \$44 a foot for a total cost of \$34,100. Do I hear a motion to approve this?

Mr. LeBrun: I spoke to Jason earlier and he said that they identified one additional lake that would be a good candidate for this, at a slightly extra cost. I didn't know if you wanted to do that extra lake, since he's already out here to save on immobilization.

Mr. Mills: We might as well.

Mr. LeBrun: It was recommended.

Mr. Mills: Okay.

Mr. Brown: I'm just wondering in the future whether we need to take a look at that as far as reserving more than \$30,000 a year.

Ms. Witcher: We've kept it at \$30,000 for quite a while.

Mr. Mills: Yeah, we've kept it at \$30,000. Once the restoration is done, we can go several years without having to do it.

Mr. Brown: It has to be done. Maybe at our next workshop, we can get some input from the engineer about whether we should be doing it moving forward.

Ms. Witcher: Do we need to contact him and ask him for that information?

Mr. Brown: Jeremy can.

Mr. LeBrun: I can try.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Lake Bank Restoration Agreement with the additional lake in the amount of \$34,100 was approved.
--

Ms. Witcher: Does that mean mine is going to get done finally?

Mr. Mills: It sounds like it.

SEVENTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

This item was included in the agenda package.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: Bob mentioned that he has the Revocable License Agreement signed. This is the one dealing with the sign at the front entrance. We will complete the execution of it. I think we're still waiting on the exhibit.

Mr. Mills: I've got that.

Mr. Pawelczyk: Okay. We've decided to execute it and hold it until we get all of the exhibits together. Then we'll release it.

Mr. Mills: Yeah.

Mr. Pawelczyk: That's good news. The other thing is, we had our legislative update. I don't know if management sent it out to you yet.

Mr. Hill: Yeah.

Mr. Pawelczyk: I'm not going to review that, but if there's something in there that you want to discuss or you want a copy of that legislation, just let me know or let Jason's office know and they will send it to you, because we have sent the legislative update. I don't think there's anything in there that's going to affect us. There are no unfunded mandates like the Needs Analysis we had to do for last year. The only one I will bring up, is the legislation that allows us to advertise on a website, but it doesn't allow us to advertise on our website. You have to do it on the county's website. It doesn't mean the county is not going to charge for it. Right? Before you even advertise on the county's website, you have to do an advertisement to tell people you're going to advertise on the county's website. So, it really doesn't make much sense, as usual, but I think the legislature is finally starting to make progress into this by allowing us to put it on our website, the CDD's website. That is where I would go if I needed to find out where a meeting was. I'm not going to go over to the county's website. Anyway, that's the only one that I thought

was interesting and ridiculous at the same time. If members of the public want to see the report, you can email Jason. He'll send it to you.

ii. District Manager

1. Field Manager's Report

a. Consideration of Proposal for Back Gate Repair

Mr. Hatton: I have actually a whole list of things. I was talking to Richard about replacing the pool rings at the pool. The ropes were bad and rotting. So, instead of replacing one, we replaced both of those. We trimmed some trees. Right now, the furniture that was taken off of the deck is being re-strapped and once those are done, they will take the ones on the deck and repair those. The pool deck will be resurfaced. They were out yesterday and measured for that. I should have something tomorrow and can forward that over. The 25-mile-per-hour signs are done. The parking lot at the tennis courts, that the playground vendor left a mess, is going to be all taken care of on August 8th, along with the rest of them. He pre-treated some of the rust stains already.

Mr. Mills: Is it coming off?

Mr. Hatton: Yeah. It's actually lighter than the rest. We will take care of the rest of that. As you know, the street signs are ongoing as they are having a problem getting screws. He's still working on that. All of the '*No Fishing*' signs are up. The sidewalk review is done.

Mr. Mills: I would like to share with the audience that we had some complaints with regard to the '*No Fishing*' and '*No Trespassing*' signs being put up. Please convey to those that you hear the negative comments about, that they are required by our insurance company. We just didn't arbitrarily do that. Besides that, we weren't in compliance. Now we are in compliance. The front lake coming in on the left-hand side is not our lake. That's the reason there are '*No Fishing*' signs on that lake. It belongs to the golf course. Okay? Sorry.

Mr. Hatton: No, you're good. I don't know if you've heard, the sidewalks were handed out for bids. The vendor installed the access control system at the main guardhouse. We did that last week. The small fountain up front has been cleaned. It's working very good right now. It looks really good. The door on the guardhouse was done this morning. The other one's on order. There's no date for that. Eau Gallie was out today to look at those meter boxes for Southpoint that's running the irrigation back there. Nothing's working back there. So, they have to coordinate

with Florida, Power & Light (FPL) to get the meter taken out so they can put the new meter box and breaker box in. So, we are at the mercy of their schedule. They are super busy right now.

Mr. Mills: They had targeted August. Is that still on track?

Mr. Hatton: They were here this morning. I showed them everything that we needed. The guy was here last time. They've had people leaving. The technicians that we're familiar with our property are gone. So, we're getting all of these new technicians. I'm showing them around. He has pictures and a material list. He added the two GFIs to the flower box up front that were broken.

Mr. Mills: They are bad.

Mr. Hatton: Those are brand new and they're on that stack. They're out of the vegetation that's in there that they covered. They put new soil on it.

Mr. Mills: Good.

Ms. Hill: I've noticed that the street light in front of our house stays on all day long.

Mr. Hatton: Yeah. I just reported three more of those this morning.

Ms. Hill: Okay. Because it's part of our bill.

Mr. Hatton: Yeah. It's just something that happens with those. They'll either stay on or sometimes they'll cycle off and on.

Ms. Hill: Okay.

Mr. Mills: If any of you notice some street lights out, call Jason or call me and let me know and I'll turn it into Andy.

Ms. Hill: They're swinging around and about at night.

Mr. Hatton: That's all I have. The last thing was the street light outage.

Ms. Witcher: Where the new area is in the recreational area, the sidewalk that goes into the mulch, was a mess the other day. How are you going to resolve that?

Mr. Hatton: So, Richard and I were talking about a good resolution for that because the rains wash the ground and the sidewalk.

Ms. Witcher: It was a mess.

Mr. Hatton: Yeah. I may have to reach out to ARC on that and see if they have a net or something we can use to keep that mulch ahead.

Ms. Witcher: Can they do edging or something? We don't want someone to trip on it.

Mr. Hatton: Then we have to worry about that. Yeah, exactly. We have to remain ADA compliant and keep everything inside there. It looks horrible now because the bark is washing out onto the sidewalk and turning it brown. He's going to take care of that when he's here doing the parking lot. He'll take care of that.

Ms. Witcher: Maybe we need to have a little drain on the side to let the water pour out.

Mr. Hatton: That water will make its way out.

Ms. Witcher: But on the sidewalk?

Mr. Hatton: It makes it out everywhere. We only see it on the sidewalk.

Resident (Jackie Curly, Kingswood Way): I have a question. The light post with the new gravel and rubber around it, looks so nice, but I noticed that landscapers are chewing the hell out of them.

Mr. Hatton: Yeah.

Resident (Jackie Curly, Kingswood Way): Is there anything that we can do, like give a note to the homeowner about their landscaper? It is annoying because they're so pretty and then you see their landscaper run over it.

Mr. Mills: We had the choice of using aluminum, which is at the back gate. If you step on that, you bend it. That's the most secure part. Justin had mentioned the fact that some of them are pulling apart.

Mr. Hatton: Yeah.

Resident (Jackie Curly, Kingswood Way): Yeah.

Mr. Mills: He was going to fix those.

Mr. Hatton: He was here working on those last week. He was actually using some screws to keep the couplers together. They're just a press in and they were getting pulled apart from the abuse they take from weed whackers, edgers and lawn mowers.

Mr. Mills: It is cheaper to replace those than it is to repaint the post.

Mr. Hatton: He's added rock to a lot of them too as he's going along and fixing them.

Ms. Witcher: How about the concrete guy that was going to do the strips by the mailboxes, the concrete pieces?

Mr. Hatton: We're on his schedule. He's going to be the same guy that fixes our sidewalks.

Ms. Witcher: I'm trying to get hold of him.

Mr. Hatton: They're super busy. If they are the vendor you guys choose for the sidewalks, then they'll do it all at the same time, which is a bonus. The sidewalk report was sent out.

Ms. Witcher: Are we going to do those extra pieces next to the benches for people with walkers and whatever?

Mr. Mills: We have that already.

Ms. Witcher: There's a piece, but it's not wide enough for walkers and wheelchairs.

Mr. Mills: They are there already. They are ADA compliant.

Ms. Witcher: Is that wide enough?

Mr. Mills: Uh ha.

Mr. Hatton: That's why the benches are all set to one side of it.

Ms. Witcher: From the street it didn't look wide enough.

Mr. Hatton: Yeah, it doesn't. It's tight though.

Ms. Witcher: It is tight.

Mr. Hatton: It's not an inch too wide

Ms. Witcher: Next year, we need to increase it just a little bit.

Mr. Mills: The problem is if you put a seam there, then you're asking for it.

Ms. Witcher: No, I mean on new ones, if you put any more benches and make them bigger.

Mr. Mills: Yeah.

Ms. Witcher: Just five inches.

Mr. Mills: Yeah. Okay. Anything else?

Mr. Hatton: That's good for me.

2. Presentation of Registered Voters - 939

Mr. LeBrun: I just had a couple of things. The first one is the required presentation of registered voters. The Baytree CDD has 939 registered voters. That's just something we're required to report every year. Then with the motion today, the action for the paver sealing, management will work with District Counsel to draft the agreement and then we'll make sure all of that is in line. The second motion, Jason is caught up. We'll get that going in the works. That is all I have to report.

Mr. Brown: What about the back gate repair.

Mr. Hatton: I don't have it. I'm assuming that Jason was going put it in the packet.

Mr. Mills: It's in the packet.

Mr. Hatton: I can tell you about it. I don't have a number in my head of what the cost was.

Mr. Brown: Will we do a single channel detector or whatever they are?

Mr. Hatton: Those are your main controllers on the back gate.

Mr. LeBrun: Yeah. It looks like its \$7,570 for that one. It should be in your agenda.

Mr. Brown: There are two prices, two options. What's the difference?

Mr. Mills: That is if you ever want to add a closure or a light or something else, that would be your channel. There are actually two channels; an open and closed. If you want to add an additional part to that, it gives you the option to do that.

Mr. Hatton: A light, a flash area?

Mr. Mills: Yes.

Mr. Brown: A flag.

Mr. Mills: Christmas lights. I mean, holiday lights.

Mr. Hatton: The reason for the bid was when they were replacing the backup batteries on those units, they noticed a ton of corrosion in there. You can't see from the outside of the frame.

Mr. Brown: I'm not disputing, I'm just curious.

Mr. Hatton: That's why they decided to give me a quote.

Mr. Brown: Do you think it's worthwhile to go from two to three?

Mr. Hatton: Yeah, for sure. Especially back there.

Mr. Brown: No problem.

Mr. Mills: You're only looking at what, almost \$200?

Mr. Hatton: Yeah. They're not broken and they function now, but they're going to need to be replaced sooner than later. The problem with waiting until they break is now we have people waiting for traffic back there with no guards until we get the parts.

Ms. Witcher: So, we need to order them.

Mr. Hatton: Whenever you guys want to move on that.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the proposal from Access Control Technologies for a replacement swing gate operator for the exit/back in the amount of \$7,570 was approved.

Mr. Mills: Is that your report?

Mr. Hatton: That's all I have.

EIGHTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. LeBrun: We have the Check Register for May 1, 2022 through June 30, 2022, Checks 386 through 418 for a total of \$90,267.3 and May payroll in the amount of \$1,660.30 for a total of \$91,929.69. If there are no questions, we need a motion to approve.

On MOTION by Ms. Witcher seconded by Mr. Brown with all in favor the Check Register for May 1, 2022 through June 30, 2022 in the amount of \$91,929.69 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: You have the Unaudited Financials through June 30th. No action is required. It is for your information to see where we're at financially in the District.

Mr. Mills: Are there any questions?

Ms. Hill: It appears that we're a little ahead of the budget when I looked at the finances.

Mr. LeBrun: Yes. Those are actual projections through the end of the fiscal year, but for the projections that we have, we are in good shape and have more assessments coming in for next year.

Ms. Hill: That's what I was talking about.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Do you have anything, Rick?

Mr. Brown: Just one thing. Andy, in the pavilion, the knobs are missing that turns on the fans and the light.

Mr. Hatton: Both of the knobs. I can't find any knobs. I've been looking for months. Finding parts for those in America are very difficult. So, I'm going to switch those switches out to intermatics, which cost \$50.

Mr. Brown: Fine.

Ms. Hill: Why didn't you buy extra knobs?

Mr. Brown: They come in handy.

Mr. Hatton: I will do that.

Ms. Hill: Thank you. Do you have a place to store them?

Mr. Hatton: In my truck.

Mr. Mills: Do you have anything, Carolyn?

Ms. Witcher: No, I'm good.

Mr. Mills: I do. In the minutes, it reflected the fact that we would like to get a Homeowner Directory. At the last meeting, Jan brought up about her family. I don't think Jason has probably reached out to Paula to get that. Bob, can you request that and forward it to me?

Mr. Eksten: Yeah, I can. The information you're looking for wouldn't be including phone numbers, right?

Mr. Mills: No.

Mr. Eksten: I'll get that for you.

Mr. Mills: All we want are names and addresses. That's it. Period.

Mr. Eksten: You do know that there are people that are not residents of Baytree that lease properties.

Mr. Mills: Right.

Ms. Hill: But it's just to help the guards.

Ms. Witcher: What if we don't want our name or address in the book or whatever you're doing?

Mr. Mills: Well, we should have our addresses in the book, because her family came in and didn't know her address. So, they could look it up on the computer.

Resident (Not Identified): They can look up your house on the tax records and know who you are.

Ms. Hill: We filled out a sheet.

Mr. Mills: I know, but not every resident did that.

Ms. Hill: Oh. Okay. But I did.

Mr. Mills: I did too, but not every resident.

Ms. Hill: The guards could have looked up the information.

Mr. Mills: How many do we have on there now? It's not that many.

Mr. Brown: I can't remember.

Mr. Mills: It's like 30%?

Mr. Brown: Yes. Let me do some checking.

Mr. Mills: Okay.

Ms. Witcher: When you have a nice social, you could have someone there from the security people signing people up.

Mr. Mills: A lot of them refuse. That's the problem.

Ms. Witcher: Well, not everybody. Even if you get 20 people, it's better than none.

Mr. Mills: How many meetings do we have on that system?

Ms. Witcher: Not meetings. I'm thinking at a social event. Because people come to social events instead of meetings.

Mr. Eksten: I'm not necessarily sure that a social event is the proper place to do that.

Mr. Mills: I don't either.

Ms. Witcher: Well, at least put out a flyer about it.

Mr. Eksten: We are having a concert in December. I don't want people running in and out to see if they need to sign up or whatever. People come and go at concerts and there will be constant interruption.

Mr. Mills: It's just easier for Paula to give us the names and addresses and that's done. Alright.

Mr. Eksten: The goal now is to get it to the guards up front?

Mr. Mills: Yes. Did you silicone the bottom of the pots that are on the front so that they stick?

Mr. Hatton: No.

Mr. Mills: Would you please do that?

Mr. Hatton: Absolutely.

Mr. Mills: Also, we're having a problem with potholes going out the rear gate. That is county property. In the past, we filled those potholes at our expense.

Ms. Witcher: From Home Depot. Then the county came out and said they didn't like us doing that and to leave it alone.

Mr. Mills: I guess we need to call the county and see that those potholes are taken care of.

Mr. Hatton: Are they outside of that gate?

Mr. Mills: Yeah.

Ms. Witcher: Once we get past the circle, between there and the next development.

Mr. Hatton: Yes.

Ms. Hill: They didn't do a very good job last time. It hasn't been that long since they did it.

Mr. Mills: I know.

Ms. Witcher: Their repair wasn't terrific. The Home Depot one lasted longer

Ms. Hill: The repair left a lot to be desired.

Mr. Mills: Right. We're still having some dog feces problems. Whether the BCA approved this or not, I don't know, but I thought maybe we could post a sign somewhere.

Ms. Hill: At everyone's house?

Resident (Jackie Curly, Kingswood Way): No lie, I was telling Mel, I left my house this morning and when I walked 2.5 miles, I found three bags of poop; two on Baytree Drive and one five houses in on Kingswood Way.

Mr. Eksten: Some people, when they walk their dogs, drop the bag and as they come back towards home, they pick up the bag. It is not always people that are being inconsiderate. I don't approve of it, but that's what some people do.

Mr. Mills: They're also throwing it in the preserve.

Resident (Jackie Curly, Kingswood Way): Yeah.

Ms. Hill: We have a new neighbor who has a dog, but he's standing out there talking to us and somebody went by and dropped their package on the driveway. He went down and picked it up, ran out to him and said, "*Oh, You forgot something.*"

Mr. Mills: This is for Jeremy. There's a property at 8143 Old Tramway Drive. I have had discussions with Jason and he said that he was going to get with Mike to draft a letter. 8143 has gone into the preserve dramatically beyond their property, both the side and the rear.

Mr. Pawelczyk: What do you mean they've gone in?

Mr. Mills: They've cut into the preserve and cleared it down right down to the ground.

Mr. Pawelczyk: Okay.

Mr. Mills: Jason said he'll get with you or Jeremy could get with you to draft a letter to them.

Mr. Pawelczyk: The best thing for him is for you draft it, because I need all of that information.

Mr. Mills: Okay.

Ms. Hill: I have pictures if you need them.

Mr. Pawelczyk: I don't.

Mr. LeBrun: Email them to either Jason or me.

Mr. Mills: Well, Andy also can go by. Have you seen it?

Mr. Hatton: No. I have not.

Resident (Jackie Curly, Kingswood Way): Not only did they clear it, but they must also have used some kind of poison on it because the same thing is around each of their spigots for their irrigation. I took pictures of that too. They sprayed around each of the irrigation so the grass wouldn't get in the irrigation. They must have done it at the same time.

Mr. Mills: When you pass Chatsworth Drive, it's the first house on the left. She's the one that gave us a rough time about clearing out the back. She didn't want it cleared out. Then she made up her mind that she wanted all of the pepper trees cut down. So, we paid \$5,000 to have the pepper trees cut down out of that preserve and now she's cleared it.

Ms. Witcher: That's the State of Florida, isn't it?

Mr. Mills: St. John's County.

Ms. Witcher: Put her name in.

Mr. Mills: Mike's going to handle it.

Mr. Pawelczyk: I'll talk to Jason.

TENTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Is there anything else to be brought before the Board?

Mr. LeBrun: We just still have to have a general public comment period.

Mr. Mills: Oh, I'm sorry. Does anybody have any more comments? Very good. Thank you all for coming. Thank you for supporting us.

Mr. Eksten: That was good. You guys are doing a good job.

Mr. Mills: Thank you.

Mr. LeBrun: We need a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

SECTION B

SECTION 1

SECTION A



08/08/22
Baytree
Attn: Andy Hatton
201 Baytree Drive
Melbourne, FL 32940

PLANNED MAINTENANCE OVERVIEW

ACT's preventative maintenance plan improves operational efficiency and reliability of your Automatic Gate System. Preventative maintenance not only decreases costly downtime by preventing malfunctions, but it can also decrease operating expenses over the long term. Scheduling preventative maintenance on a consistent routine reduces the need for costly emergency repairs.

Automatic gate systems include several moving parts which can only be properly maintained by trained service professionals. Application of the wrong lubricant can also result in performance issues of your equipment and even lock up the operators.

This program does not guarantee against failures but is a must if you want to protect your investment, your people, and your family. This program does not offer an extended warranty or include parts. But it does offer peace of mind.

PM Benefits Include:

- ✓ Proactive approach that increases operational efficiency and reliability
- ✓ Ensures a consistent routine that can help prevent costly emergency repairs
- ✓ Each scheduled maintenance includes a written checklist of work performed, along with recommendations for any needed repairs, product replacement and early detection of malfunctions

Preventative Maintenance Agreement

This Preventative Maintenance Agreement shall be for a one (1) year period to begin on the date of acceptance and will auto renew at the end of each term unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Gate must be operable.

This Agreement includes the following...

- Perform preventative maintenance for **4 Gates at Main / 4 Gates at Back**
- Perform preventative maintenance on all equipment per your site per the checklist.
- We will send a copy of completed check list of Preventative Maintenance actions taken.
- In the case of a recommended repair or replacement part, the technician shall gain written approval to perform the additional service at an agreed upon cost, unless a preapproved minimum has been arranged.

This contract is to perform preventative maintenance, does not include...

- Any Parts or Labor for Service Repairs
- Any Repairs for Damage resulting from acts of nature
- Programming Gate Codes
- Corrections to system due to Time Changes
- Damage or wear to the loop detection system

All work will be done during normal business hours which are Monday – Friday during the hours of 8:00 am and 4:00 pm excluding holidays. If you require work to be done during after-work hours, the exception will be subject to extra charges.

_____ **4x a year total cost: \$2,416.00 (Main)**

_____ **4x a year total cost: \$2,416.00 (Back)**

Authorized Signature

Date of Acceptance

Site contact name/telephone/email _____

Bill To Name/Mailing Address/ Email _____

Sincerely,
Chrissy Cathers
Access Control Technologies, Inc
1028 W. Washington Street
Orlando, FL 32805

SECTION B

SMALL PROJECT AGREEMENT
(Swing Gate Operators)

THIS SMALL PROJECT AGREEMENT is made and entered into this ____ day of _____, 2021, by and between:

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

and

ACCESS CONTROL TECHNOLOGIES, INC., a Florida corporation, having as its principal business address is 1028 Washington Street, Orlando, Florida 32805-1647 and a mailing address of P.O. Box 550190, Orlando, Florida 32855-0190 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has determined that it is necessary to replace the swing gate operators and appurtenant improvements at the back gate entrance to the community (the “Project”); and

WHEREAS, Contractor submitted two (2) quotations, each dated August 8, 2022 to complete the Project for the replacement of the entrance swing gate operator and the exit swing gate operator, respectively (collectively, the “Proposal”), which Proposal is attached hereto and made a part hereof as Composite Exhibit A; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing completion of the Project as specified and in accordance with the specifications in the Proposal and this Agreement; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement, including those which may be set forth in the Proposal.

B. The area in which the Project is to be performed is within the boundaries of the District ins Brevard County, Florida and specifically at the back entrance to the community where there exists an entrance swing age and an exit swing gate within the rights-of-way on lands owned by the District (the “Project Area”).

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement and industry standards.

D. Contractor shall report to the District Manager or his designee.

E. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in a substantial and workmanlike manner in accordance herewith and with the conditions and prices as stated herein and in the Proposal.

F. Contractor shall perform all the work and labor pursuant to this Agreement and the Specifications.

G. Contractor shall remove, clean up, and properly dispose of (if necessary and appropriate) all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury to District or private property or to any person arising out of or in any way connected to Contractor’s negligence, acts or omissions or the negligence, acts or omissions of its subcontractors or suppliers.

I. Contractor shall obtain permission from any and all utilities prior to excavation, demolition, or construction. Any damages occurring as a result of Contractor’s failure to obtain permission from any utility shall be remedies at Contractor’s expense.

J. Installation of the Project shall be performed in accordance with manufacturer’s specifications, as applicable.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in a total amount of **SIXTEEN THOUSAND NINE HUNDRED AND 00/100 (\$16,900.00) DOLLARS** in

accordance with the terms and conditions set forth in the Proposal and after completion of each phase of the Project.

It is further understood that the District shall be responsible, at cost, for the cost of any permit fees required by Brevard County or other governing entity or agency having jurisdiction thereof.

Payment will be made upon completion of the Project, after the Project has passed final inspection by the District and applicable permitting agencies, if any, and after all permits related to the Project have been closed out with the permitting agency by the Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made. This provision supersedes any payment schedule or plan set forth in the Proposal. Final Payment will be made after Contractor completes all punch list items identified by District.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the residents of Baytree and the general public utilizing the District's facilities and improvements. The Project shall be initiated by Contractor at a date and time coordinated by the Contractor with the District Manager of the District and shall be completed within _____ (____) days of the full execution of this Agreement. This time period assumes and includes forty-five (45) days for permit review and 15-20 days for weather-related delays and remedy of punch list items.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its respective agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature arising out of or in any way connected with any act, error, omission or

negligence of Contractor, its agents, servants or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the forgoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION. The District shall also have the right to cancel this Agreement for convenience at anytime and has the right to cancel after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY. In addition to the manufacturer's warranties on the Project Improvements, the Contractor extends and provides a one (1) year warranty (see Proposal) offer that is acceptable by the District for workmanship, labor, and all other work associated with the Project. The Contractor shall provide all labor, equipment, and materials necessary to remedy such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within twenty (20) days of receipt of the written notice from District.

SECTION 11. INSURANCE.

A. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

iii. Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000, combined single limit per occurrence; and

B. The District shall be named as the Insurance Certificate Holder and the District (the District is defined to include their respective officers, agents, employees, volunteers and representatives) shall be an additional named insured on all policies of liability insurance.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of this Agreement and extension there under is in effect. District and Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

D. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Association and District by certified mail.

E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

F. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Association with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

G. Any contractor retained by the District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the Association for payment or assessments in any form on any policy of insurance.

H. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Association is named as an additional insured shall not be applicable to Association. Association shall provide written notice of occurrence to District within fifteen (15) working days of Association's actual notice of such an event.

I. Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and Association, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the District in this Agreement shall thereupon cease and terminate.

SECTION 12. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City’s permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

DISTRICT: **Baytree Community Development District**
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **Access Control Technologies, Inc.**
1028 W. Washington Street
Orlando, Florida 32805-1647
Attention: President

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. PUBLIC RECORDS.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains

public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**GOVERNMENTAL MANAGEMENT SERVICES-
CENTRAL FLORIDA, LLC
219 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: JSHOWE@GMSCFL.COM**

SECTION 21. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall

retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 22. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Composite Exhibit A (the Proposal) and Exhibit B (the Warranties), then this main Agreement instrument shall control, followed in descending order of precedence by Exhibit A and Exhibit B, District's acceptance of the Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

SECTION 23. ACCEPTANCE OF PROPOSAL. District's acceptance of the Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full.

SECTION 24. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Brevard County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman

_____ day of _____, 2022

WITNESSES:

**ACCESS CONTROL TECHNOLOGIES,
INC., a Florida corporation**

[PRINT NAME OF WITNESS]

By: _____

Print Name: _____

Title: _____

[PRINT NAME OF WITNESS]

_____ day of _____, 2022

Composite Exhibit A

Proposal

8/8/2022



Mr. Andy Hatton
Governmental Management Services, Central Florida
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Phone: 352-551-3229
ahatton@gmscfl.com

RE: Baytree Back Gate Replacement Exit Swing Gate Operator FINAL (080822SG)

Dear Mr. Hatton,

Thank you for giving us the opportunity to quote on your access control requirements for Baytree, a residential community located in Brevard County. Following is a description of the job to be performed and our cost quotation.

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, swing gates, access control devices, concrete pads, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

WORK EFFORT

Our work effort is to upgrade the access control system for Baytree. This effort will consist of the removal and disposal of one (1) **existing** motorized swing gate operator and the installation of one (1) new unit. A single unit will be installed at the exit lane. The **existing** concrete pad will be reused. Five (5) new detector loops will be installed at the entrance and exit lanes. All other **existing** access control devices will retain their current locations and functionalities.

Quotation for
- Baytree -

08/08/22

Page 1 of 4

INITIAL: _____

BASE SYSTEM EQUIPMENT AND PRICE

Base System Equipment

- 1 ea LiftMaster model "CSW24UL" swing gate operator with battery backup
- 1 ea Surge suppression (power, communication and control) for gate operator
- 3 ea Single-channel detector
- 5 ea Detector loop embedded in roadway
- 1 ea Obstruction sensing device with mounting bracket

Base System Price

Total base system price including equipment, installation and freight, as quoted: **\$9,815.00**

INSTALLATION

Includes:

- Installing all equipment.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.
- Installing loops in driveway.

Does Not Include:

- Concrete work required for device mounting.
- Providing electrical power to system equipment (115vac, 20amp, single-phase, circuit breaker protected power to each item of equipment).
- Providing of conduit and control wiring between equipment items.
- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.

Quotation for
- Baytree -

08/08/22

Page 2 of 4

INITIAL: _____

- Removal of trees or other landscaping that may be required in order to install equipment.
- Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.

ADDITIONAL INFORMATION

Warranty

Our warranty covers ***all parts, labor & travel***, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is ***one year*** from date of completed installation.

Annual Service Agreement

In most cases customers choose, after the one-year warranty expires, to utilize our annual service agreement for the mechanical and electronic items. Please let us know if this would be of interest and I will be glad to work up the contract cost for your final system configuration.

Service Support

At ACT, we are very proud of our service department. We have provided sales and service in Central Florida since 1942 and have been installing and maintaining gated entry systems for over 25 years. ACT provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for most products sold. Because of this attention to service, calls are responded to the same or next working day with 95% of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, ACT is the right choice.

Quotation Expiration

This quotation remains valid for 15 days from the submission date. ACT reserves the right to requote after this time period elapses.

Terms of Sale

Net ten (10) upon completion.

Quotation for

Baytree

08/08/22

Page 3 of 4

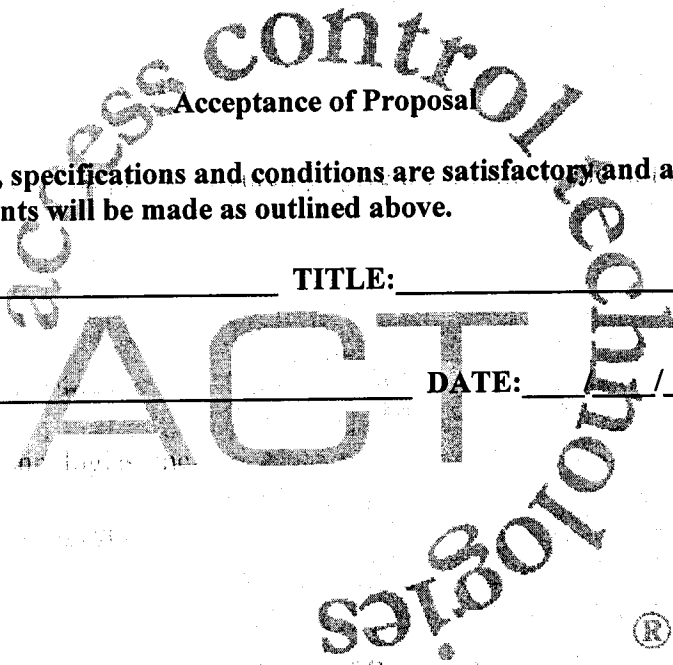
INITIAL:

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Steven Guettler
Access Control Technologies, Inc.
407-422-8850
steve.guettler@actflorida.com



The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as outlined above.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: ____/____/____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as outlined above.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: ____/____/____

Quotation for
- Baytree -
08/08/22
Page 4 of 4

INITIAL: _____

8/8/2022



Mr. Andy Hatton
Governmental Management Services, Central Florida
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Phone: 352-551-3229
ahatton@gmscfl.com

RE: Baytree Back Gate Replacement Entrance Swing Gate Operator FINAL (080822SG)

Dear Mr. Hatton,

Thank you for giving us the opportunity to quote on your access control requirements for Baytree, a residential community located in Brevard County. Following is a description of the job to be performed and our cost quotation.

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, swing gates, access control devices, concrete pads, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

WORK EFFORT

Our work effort is to upgrade the access control system for Baytree. This effort will consist of the removal and disposal of one (1) *existing* motorized swing gate operator and the installation of one (1) new unit. A single unit will be installed at the entrance lane. The *existing* concrete pad will be reused. All other *existing* access control devices will retain their current locations and functionalities.

all existing electrical wiring, communications wiring, conduit, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.
Quotation for
- Baytree -
08/08/22

Page 1 of 4

WORK EFFORT

INITIAL: _____

Our work effort is to upgrade the access control system for Baytree. This effort will consist of the removal and disposal of one (1) existing motorized swing gate operator and the installation of one (1) new unit. A single unit will be installed at the entrance lane. The existing concrete pad will be reused. All other existing access control devices will retain their current locations and functionalities.

BASE SYSTEM EQUIPMENT AND PRICE

Base System Equipment

- 1 ea LiftMaster model "CSW24UL" swing gate operator with battery backup
- 1 ea Surge suppression (power, communication and control) for gate operator
- 2 ea Single-channel detector
- 1 ea Obstruction sensing device with mounting bracket

Base System Price

Total base system price including equipment, installation and freight, as quoted: **\$7,085.00**

INSTALLATION

Includes:

- Installing all equipment.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.

Does Not Include:

- Concrete work required for device mounting.
- Installing loops in driveway.
- Providing electrical power to system equipment (115vac, 20amp, single-phase, circuit breaker protected power to each item of equipment).
- Providing of conduit and control wiring between equipment items.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be required in order to install equipment.

Quotation for

- Baytree -

08/08/22

Page 2 of 4

INITIAL: _____

- Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.

ADDITIONAL INFORMATION

Warranty

Our warranty covers **all parts, labor & travel**, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is **one year** from date of completed installation.

Annual Service Agreement

In most cases customers choose, after the one-year warranty expires, to utilize our annual service agreement for the mechanical and electronic items. Please let us know if this would be of interest and I will be glad to work up the contract cost for your final system configuration.

Service Support

At ACT, we are very proud of our service department. We have provided sales and service in Central Florida since 1942 and have been installing and maintaining gated entry systems for over 25 years. ACT provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for most products sold. Because of this attention to service, calls are responded to the same or next working day with 95% of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, ACT is the right choice.

Quotation Expiration

This quotation remains valid for 15 days from the submission date. ACT reserves the right to quote after this time period elapses.

Terms of Sale

Net ten (10) upon completion.

Quotation for

Baytree

08/08/22

Page 3 of 4

INITIAL: your purchasing

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Steven Guettler
Access Control Technologies, Inc.
407-422-8850
steve.guettler@actflorida.com

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as outlined above.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: ____/____/____

Quotation for
- Baytree -
08/08/22
Page 4 of 4

INITIAL: _____

SECTION VII

SECTION A

Baytree Community Development District

Summary of Check Register

July 1, 2022 to July 31, 2022

Fund	Date	Check No.'s	Amount
General Fund	7/1/22	419 - 420	\$ 2,492.78
	7/7/22	421 - 428	\$ 25,279.38
	7/14/22	429 - 433	\$ 12,703.98
	7/22/22	434 - 438	\$ 23,075.55
	7/25/22	439	\$ 15.79
	7/28/22	440 - 441	\$ 1,470.00
			\$ 65,037.48
Capital Projects Fund	7/22/22	123 - 124	\$ 39,999.80
			\$ 39,999.80
Payroll	<u>July 2022</u>		
	Gilbert M. Mills Jr.	50568	\$ 184.70
	Richard C. Bosseler	50569	\$ 184.70
	Richard L. Brown	50570	\$ 184.70
			\$ 554.10
			\$ 105,591.38

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/01/22	00004	5/31/22	175352	202205	310	51300	31500		GENERAL COUNSEL MAY 22	*	2,340.00		
									BILLING, COCHRAN, LYLES, MAURO&RAMSEY			2,340.00	000419
7/01/22	00023	5/31/22	00046775	202205	310	51300	48000		NOT QPC MEETING 5/24/22	*	152.78		
									FLORIDA TODAY			152.78	000420
7/07/22	00223	6/19/22	358983	202206	310	51300	32200		ANNUAL AUDIT FY21	*	3,265.00		
									BERGER, TOOMBS, ELAM, GAINES,&FRANK			3,265.00	000421
7/07/22	00200	6/22/22	1802310	202206	320	53800	34500		SECURITY 6/16/22-6/22/22	*	3,966.48		
									DOTHAN SECURITY INC			3,966.48	000422
7/07/22	00039	7/01/22	424771	202207	320	53800	47000		AQUATIC WEED CONTROL JULY	*	2,625.00		
									ECOR INDUSTRIES			2,625.00	000423
7/07/22	00123	6/28/22	W28356	202206	320	53800	47500		REPAIR CIRCUIT & BREAKER	*	673.10		
									EAU GALLIE ELECTRIC INC.			673.10	000424
7/07/22	00053	6/06/22	2163-617	202206	320	53800	49000		REFLECTIVE STREET SIGNS	*	1,820.38		
									FASTSIGNS			1,820.38	000425
7/07/22	00021	5/31/22	437	202204	320	53800	51500		PICNIC BENCH BELTS	*	1,233.86		
									GOVERNMENTAL MANAGEMENT SERVICES			1,233.86	000426
7/07/22	00016	5/31/22	45224	202205	320	53800	47200		TRIMMING HEDGE	*	3,000.00		
		6/01/22	45165	202206	320	53800	47300		LANDSCAPE MAINT JUNE 22	*	7,961.00		
		6/16/22	45245	202206	320	53800	47200		REMOVAL OF TREES	*	400.00		
		6/16/22	45247	202206	320	53800	47400		IRRIGATION DRIP LINE	*	285.00		
									TROPIC-CARE OF FLORIDA, INC.			11,646.00	000427
7/07/22	00225	6/24/22	0019859-	202207	320	53800	43300		WASTE MANAGEMENT JULY 22	*	49.56		
									WASTE MANAGEMENT CORPORATE SERVICES			49.56	000428

BAYT --BAYTREE-- MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/14/22	00047	6/30/22	S236627	202206	320	53800	41100		REPLACE BATTERY BACKUP	*	2,456.42		
		6/30/22	S236909	202206	320	53800	41100		REPAIR TRANSPONDER POLE	*	1,051.00		
ACCESS CONTROL TECHNOLOGIES												3,507.42	000429
7/14/22	00019	7/01/22	6192	202207	320	53800	46200		POOL MAINTENANCE JULY 22	*	924.00		
BEACH POOL SERVICE												924.00	000430
7/14/22	00193	7/01/22	15800319	202207	320	53800	46200		CLEANING SERVICES JULY 22	*	431.00		
COVERALL NORTH AMERICA, INC DBA												431.00	000431
7/14/22	00200	6/29/22	1802333	202206	320	53800	34500		SECURITY 6/23/22-6/29/22	*	3,966.48		
DOTHAN SECURITY INC												3,966.48	000432
7/14/22	00021	7/01/22	438	202207	310	51300	34000		MANAGEMENT FEES JULY 22	*	3,513.83		
		7/01/22	438	202207	310	51300	35200		WEBSITE ADMIN JULY 22	*	95.83		
		7/01/22	438	202207	310	51300	35100		INFORMATION TECH JULY 22	*	137.50		
		7/01/22	438	202207	310	51300	51000		OFFICE SUPPLIES JULY 22	*	15.81		
		7/01/22	438	202207	310	51300	42000		POSTAGE JULY 22	*	14.31		
		7/01/22	438	202207	310	51300	42500		COPIES JULY 22	*	97.80		
GOVERNMENTAL MANAGEMENT SERVICES												3,875.08	000433
7/22/22	00047	7/19/22	S237124	202207	320	53800	41100		REPAIR BACK GATE BARRIER	*	315.00		
ACCESS CONTROL TECHNOLOGIES												315.00	000434
7/22/22	00224	7/10/22	2147721	202206	310	51300	31100		STORMWATER ANALYSIS	*	2,790.00		
DEWBERRY ENGINEERS, INC												2,790.00	000435
7/22/22	00200	7/06/22	1802404	202207	320	53800	34500		SECURITY 6/30/22-7/6/22	*	4,249.92		
		7/13/22	1802431	202207	320	53800	34500		SECURITY 7/7/22-7/13/22	*	3,966.48		
DOTHAN SECURITY INC												8,216.40	000436

BAYT --BAYTREE-- MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/22/22	00021	7/01/22	439	202207	320	53800	34000		FIELD MANAGEMENT JULY 22	*	2,462.08		
		7/01/22	439	202207	320	53800	49000		GENERAL MAINT JULY 22	*	565.07		
GOVERNMENTAL MANAGEMENT SERVICES												3,027.15	000437
7/22/22	00016	6/24/22	45256	202206	320	53800	47200		INSTALL EIGHTY ANNUALS	*	240.00		
		7/05/22	45267	202207	320	53800	47300		LANDSCAPE MAINT JULY 22	*	7,961.00		
		7/08/22	45330	202207	320	53800	47400		REPLACE IRRIGATION MIST	*	376.00		
		7/11/22	45348	202207	320	53800	47200		TREATED VEGETATION	*	150.00		
TROPIC-CARE OF FLORIDA, INC.												8,727.00	000438
7/25/22	00008	7/12/22	9-629-62	202206	310	51300	42000		FEE DELIVERIES - 6/7/22	*	15.79		
FEDEX												15.79	000439
7/28/22	00004	6/30/22	175792	202206	310	51300	31500		GENERAL COUNSEL JUNE 22	*	1,215.00		
BILLING, COCHRAN, LYLES, MAURO&RAMSEY												1,215.00	000440
7/28/22	00224	7/15/22	2147487	202206	310	51300	31100		GENERAL ENGINEER JUNE 22	*	255.00		
DEWBERRY ENGINEERS, INC												255.00	000441
TOTAL FOR BANK F											65,037.48		
TOTAL FOR REGISTER											65,037.48		

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #	
7/22/22	00038	7/08/22 5611	202207 600-53800-48200	PLAYCRAFT SYSTEMS	*	24,571.00		
							ADVANCED RECREATIONAL CONCEPTS, LLC	24,571.00 000123
7/22/22	00039	7/18/22 32380	202207 600-53800-48200	INSTALL MULCH/BORDERS/SYS	*	15,428.80		
							PLAY SPACE SERVICES, INC	15,428.80 000124
TOTAL FOR BANK B						39,999.80		
TOTAL FOR REGISTER						39,999.80		

BAYT --BAYTREE-- MBYINGTON

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
July 31, 2022



Table of Contents

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

Baytree
Community Development District
Combined Balance Sheet
July 31, 2022

	<i>General Fund</i>	<i>Capital Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Fund	\$ 298,875	\$ -	\$ 298,875
Capital Reserves	\$ -	\$ 24,597	\$ 24,597
Pavement Management	\$ -	\$ 403,705	\$ 403,705
Community Beautification	\$ -	\$ 32,810	\$ 32,810
Investments:			
Custody	\$ 1,030	\$ -	\$ 1,030
Due from Beautification	\$ 13,250	\$ -	\$ 13,250
Prepaid Expenses	\$ 8,046	\$ -	\$ 8,046
Total Assets	\$ 321,200	\$ 461,113	\$ 782,313
Liabilities:			
Accounts Payable	\$ 13,462	\$ -	\$ 13,462
Due to General Fund	\$ -	\$ 13,250	\$ 13,250
Total Liabilities	\$ 13,462	\$ 13,250	\$ 26,712
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 24,597	\$ 24,597
Pavement Management	\$ -	\$ 403,705	\$ 403,705
Community Beautification	\$ -	\$ 19,560	\$ 19,560
Nonspendable:			
Prepaid Items	\$ 8,046	\$ -	\$ 8,046
Unassigned	\$ 299,692	\$ -	\$ 299,692
Total Fund Balances	\$ 307,738	\$ 447,863	\$ 755,600
Total Liabilities & Fund Balance	\$ 321,200	\$ 461,113	\$ 782,313

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
Revenues:				
Maintenance Assessments	\$ 905,346	\$ 905,346	\$ 908,276	\$ 2,930
IOB Cost Share Agreement	\$ 43,269	\$ 33,502	\$ 33,502	\$ -
Miscellaneous Income	\$ 9,250	\$ 7,708	\$ 4,896	\$ (2,812)
Total Revenues	\$ 957,865	\$ 946,556	\$ 946,674	\$ 118

Expenditures:

General & Administrative:

Supervisor Fees	\$ 8,000	\$ 8,000	\$ 9,200	\$ (1,200)
FICA Expense	\$ 612	\$ 612	\$ 704	\$ (92)
Engineering	\$ 35,000	\$ 29,167	\$ 12,020	\$ 17,147
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Attorney Fees	\$ 18,000	\$ 18,000	\$ 18,315	\$ (315)
Annual Audit	\$ 3,265	\$ 3,265	\$ 3,265	\$ -
Management Fees	\$ 42,166	\$ 35,138	\$ 35,138	\$ 0
Information Technology	\$ 1,650	\$ 1,375	\$ 1,375	\$ -
Website Maintenance	\$ 1,150	\$ 958	\$ 958	\$ 0
Telephone	\$ 250	\$ 208	\$ -	\$ 208
Postage	\$ 1,500	\$ 1,500	\$ 1,982	\$ (482)
Insurance	\$ 19,058	\$ 19,058	\$ 25,917	\$ (6,859)
Tax Collector Fee	\$ 18,107	\$ 18,107	\$ 18,197	\$ (90)
Printing & Binding	\$ 1,500	\$ 1,250	\$ 878	\$ 372
Legal Advertising	\$ 1,500	\$ 1,250	\$ 491	\$ 759
Other Current Charges	\$ 3,000	\$ 2,500	\$ 548	\$ 1,952
Office Supplies	\$ 250	\$ 208	\$ 104	\$ 104
Property Taxes	\$ 250	\$ 250	\$ 326	\$ (76)
Property Appraiser	\$ 234	\$ 234	\$ 234	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 163,167	\$ 148,756	\$ 137,328	\$ 11,428

Baytree
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
<i>Operations & Maintenance</i>				
Security Contract	\$ 185,056	\$ 154,213	\$ 153,199	\$ 1,015
Gate Maintenance Contract	\$ 1,200	\$ 1,200	\$ 650	\$ 550
Maintenance - Gatehouse	\$ 9,500	\$ 9,500	\$ 19,806	\$ (10,306)
Telephone/Internet - Gatehouse/Pool	\$ 14,500	\$ 12,083	\$ 4,641	\$ 7,442
Transponders	\$ 5,000	\$ 1,197	\$ 1,197	\$ -
Field Management Fees	\$ 29,545	\$ 24,621	\$ 24,621	\$ 0
Electric	\$ 51,500	\$ 42,917	\$ 42,960	\$ (44)
Water & Sewer	\$ 12,650	\$ 12,650	\$ 13,082	\$ (432)
Gas	\$ 6,500	\$ 6,500	\$ 8,184	\$ (1,684)
Trash Removal	\$ 577	\$ 481	\$ 496	\$ (14)
Maintenance - Lakes	\$ 36,696	\$ 30,580	\$ 30,200	\$ 380
Maintenance - Landscape Contract	\$ 97,650	\$ 81,375	\$ 79,399	\$ 1,976
Maintenance - Additional Landscape	\$ 15,000	\$ 15,000	\$ 15,745	\$ (745)
Maintenance - Pool	\$ 18,700	\$ 15,583	\$ 15,818	\$ (234)
Maintenance - Irrigation	\$ 8,775	\$ 7,313	\$ 4,592	\$ 2,721
Maintenance - Lighting	\$ 8,000	\$ 6,667	\$ 5,122	\$ 1,545
Maintenance - Monuments	\$ 4,000	\$ 4,000	\$ 7,345	\$ (3,345)
Maintenance - Fountain	\$ 700	\$ 583	\$ 525	\$ 58
Maintenance - Other Field (R&M General)	\$ 4,000	\$ 4,000	\$ 5,957	\$ (1,957)
Maintenance - Recreation	\$ 1,500	\$ 1,500	\$ 2,088	\$ (588)
Holiday Landscape Lighting	\$ 14,000	\$ 14,000	\$ 10,258	\$ 3,742
Operating Supplies	\$ 750	\$ 625	\$ -	\$ 625
Sidewalk/Curb Cleaning	\$ 15,000	\$ 15,000	\$ 8,900	\$ 6,100
Miscellaneous	\$ 1,000	\$ 833	\$ 537	\$ 296
Subtotal Operations & Maintenance	\$ 541,799	\$ 462,421	\$ 455,320	\$ 7,101
Total Expenditures	\$ 704,966	\$ 611,177	\$ 592,648	\$ 18,529
Excess (Deficiency) of Revenues over Expenditures	\$ 252,899		\$ 354,026	
<i>Other Financing Uses:</i>				
Transfer Out - Capital Projects- Paving - Baytree	\$ 75,370	\$ 21,608	\$ 21,608	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ 24,630	\$ 24,630	\$ 24,630	\$ -
Transfer Out - Capital Projects - Reserves	\$ 78,392	\$ 78,392	\$ 78,392	\$ -
Transfer Out - Community Beautification Fund	\$ 37,265	\$ 37,265	\$ 37,265	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ 37,242	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ 252,899	\$ 161,895	\$ 161,895	\$ -
Net Change in Fund Balance	\$ 0		\$ 192,131	
Fund Balance - Beginning	\$ -		\$ 115,607	
Fund Balance - Ending	\$ 0		\$ 307,738	

Baytree
Community Development District
Capital Projects Reserve
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
Revenues				
BCA Contribution	\$ 40,000	\$ 40,000	\$ 33,000	\$ (7,000)
Interest Income	\$ 100	\$ 83	\$ 4	\$ (80)
Total Revenues	\$ 40,100	\$ 40,083	\$ 33,004	\$ (7,080)
Expenditures:				
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	\$ -	\$ -	\$ -
Playground	\$ -	\$ -	\$ 40,000	\$ (40,000)
Bank Fees	\$ -	\$ -	\$ 416	\$ (416)
Capital Outlay	\$ 10,000	\$ 10,000	\$ 19,390	\$ (9,390)
Total Expenditures	\$ 111,000	\$ 40,000	\$ 90,646	\$ (50,646)
Excess (Deficiency) of Revenues over Expenditures	\$ (70,900)		\$ (57,642)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 78,392	\$ 78,392	\$ 78,392	\$ -
Total Other Financing Sources (Uses)	\$ 78,392	\$ 78,392	\$ 78,392	\$ -
Net Change in Fund Balance	\$ 7,492		\$ 20,750	
Fund Balance - Beginning	\$ 2,046		\$ 3,847	
Fund Balance - Ending	\$ 9,538		\$ 24,597	

Baytree
Community Development District
Pavement Management
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
Revenues				
Interest Income	\$ 75	\$ 63	\$ 31	\$ (32)
Total Revenues	\$ 75	\$ 63	\$ 31	\$ (32)
Expenditures:				
Bank Fees	\$ -	\$ -	\$ 359	\$ (359)
Total Expenditures	\$ -	\$ -	\$ 359	\$ (359)
Excess (Deficiency) of Revenues over Expenditures	\$ 75		\$ (328)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 75,370	\$ 21,608	\$ 21,608	\$ -
Transfer In - IOB	\$ 24,630	\$ 24,630	\$ 24,630	\$ -
Total Other Financing Sources (Uses)	\$ 100,000	\$ 46,238	\$ 46,238	\$ -
Net Change in Fund Balance	\$ 100,075		\$ 45,910	
Fund Balance - Beginning	\$ 378,345		\$ 357,795	
Fund Balance - Ending	\$ 478,420		\$ 403,705	

Baytree
Community Development District
Community Beautification
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2022

	Adopted Budget	Prorated Budget Thru 07/31/22	Actual Thru 07/31/22	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Bank Fees	\$ 400	\$ 400	\$ 200	\$ 200
Beautification Projects	\$ -	\$ -	\$ 30,650	\$ (30,650)
Total Expenditures	\$ 400	\$ 400	\$ 30,850	\$ (30,450)
Excess (Deficiency) of Revenues over Expenditures	\$ (400)		\$ (30,850)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 37,265	\$ 37,265	\$ 37,265	\$ -
Total Other Financing Sources (Uses)	\$ 37,265	\$ 37,265	\$ 37,265	\$ -
Net Change in Fund Balance	\$ 36,865		\$ 6,415	
Fund Balance - Beginning	\$ 24,125		\$ 13,145	
Fund Balance - Ending	\$ 60,990		\$ 19,560	

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 210,309	\$ 612,156	\$ 25,134	\$ 15,660	\$ 9,880	\$ 20,191	\$ 6,180	\$ 8,765	\$ -	\$ -	\$ -	\$ 908,276
IOB Cost Share Agreement	\$ -	\$ -	\$ -	\$ -	\$ 11,868	\$ -	\$ 10,817	\$ -	\$ -	\$ 10,817	\$ -	\$ -	\$ 33,502
Miscellaneous Income	\$ 564	\$ 159	\$ 701	\$ 275	\$ 952	\$ 489	\$ 231	\$ 485	\$ 270	\$ 772	\$ -	\$ -	\$ 4,896
Total Revenues	\$ 564	\$ 210,468	\$ 612,857	\$ 25,409	\$ 28,480	\$ 10,369	\$ 31,239	\$ 6,665	\$ 9,035	\$ 11,589	\$ -	\$ -	\$ 946,674
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ 800	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 600	\$ -	\$ -	\$ 9,200
FICA Expense	\$ 77	\$ 61	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 61	\$ 46	\$ -	\$ -	\$ 704
Engineering	\$ -	\$ -	\$ 425	\$ 1,595	\$ 615	\$ -	\$ 1,858	\$ 4,483	\$ 3,045	\$ -	\$ -	\$ -	\$ 12,020
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Attorney Fees	\$ 3,915	\$ 630	\$ 1,980	\$ 788	\$ 1,755	\$ 2,588	\$ 3,105	\$ 2,340	\$ 1,215	\$ -	\$ -	\$ -	\$ 18,315
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,265	\$ -	\$ -	\$ -	\$ 3,265
Management Fees	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ 3,514	\$ -	\$ -	\$ 35,138
Information Technology	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ -	\$ -	\$ 1,375
Website Maintenance	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ -	\$ -	\$ 958
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 544	\$ 187	\$ 29	\$ 319	\$ 16	\$ 287	\$ 276	\$ 14	\$ 295	\$ 14	\$ -	\$ -	\$ 1,982
Insurance	\$ 25,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,917
Tax Collector Fee	\$ -	\$ 4,207	\$ 12,243	\$ 503	\$ 342	\$ 198	\$ 405	\$ 124	\$ 175	\$ -	\$ -	\$ -	\$ 18,197
Printing & Binding	\$ 166	\$ 20	\$ 59	\$ 126	\$ 117	\$ 19	\$ 171	\$ 102	\$ -	\$ 98	\$ -	\$ -	\$ 878
Legal Advertising	\$ -	\$ -	\$ 171	\$ -	\$ -	\$ 167	\$ -	\$ 153	\$ -	\$ -	\$ -	\$ -	\$ 491
Other Current Charges	\$ 143	\$ 36	\$ 99	\$ 39	\$ 40	\$ 32	\$ 39	\$ 40	\$ 40	\$ 39	\$ -	\$ -	\$ 548
Office Supplies	\$ 23	\$ 0	\$ 1	\$ 23	\$ 23	\$ 1	\$ 1	\$ 16	\$ 1	\$ 16	\$ -	\$ -	\$ 104
Property Taxes	\$ -	\$ 326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326
Property Appraiser	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Subtotal General & Administrative	\$ 43,441	\$ 10,015	\$ 19,830	\$ 8,217	\$ 7,732	\$ 8,114	\$ 10,679	\$ 12,095	\$ 12,645	\$ 4,560	\$ -	\$ -	\$ 137,328

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Security Contract	\$ 17,018	\$ 13,878	\$ 13,858	\$ 17,262	\$ 13,615	\$ 13,594	\$ 15,246	\$ 20,679	\$ 15,866	\$ 12,183	\$ -	\$ -	\$ 153,199
Gate Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
Maintenance - Gatehouse	\$ 3,505	\$ 1,821	\$ (675)	\$ 840	\$ -	\$ 725	\$ 375	\$ 315	\$ 4,809	\$ 8,091	\$ -	\$ -	\$ 19,806
Telephone/Internet - Gatehouse/Pool	\$ 451	\$ 451	\$ 473	\$ 451	\$ 451	\$ 466	\$ 466	\$ 476	\$ 476	\$ 476	\$ -	\$ -	\$ 4,641
Transponders	\$ -	\$ -	\$ -	\$ 874	\$ -	\$ -	\$ -	\$ 323	\$ -	\$ -	\$ -	\$ -	\$ 1,197
Field Management Fees	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ -	\$ -	\$ 24,621
Electric	\$ 3,999	\$ 4,095	\$ 4,224	\$ 4,408	\$ 4,348	\$ 4,287	\$ 4,466	\$ 4,281	\$ 4,400	\$ 4,454	\$ -	\$ -	\$ 42,960
Water & Sewer	\$ 1,096	\$ 806	\$ 943	\$ 988	\$ 1,452	\$ 2,058	\$ 1,694	\$ 2,255	\$ 463	\$ 1,327	\$ -	\$ -	\$ 13,082
Gas	\$ -	\$ 376	\$ 1,466	\$ -	\$ 1,221	\$ 2,283	\$ 1,471	\$ 820	\$ 441	\$ 105	\$ -	\$ -	\$ 8,184
Trash Removal	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ 496
Maintenance - Lakes	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ -	\$ -	\$ 30,200
Maintenance - Landscape Contract	\$ 7,750	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ -	\$ -	\$ 79,399
Maintenance - Additional Landscape	\$ -	\$ 3,000	\$ -	\$ 290	\$ 344	\$ 3,591	\$ 1,740	\$ 5,990	\$ 640	\$ 150	\$ -	\$ -	\$ 15,745
Maintenance - Pool	\$ 1,628	\$ 2,319	\$ 1,436	\$ 1,261	\$ 1,269	\$ 1,153	\$ 2,061	\$ 1,740	\$ 1,355	\$ 1,598	\$ -	\$ -	\$ 15,818
Maintenance - Irrigation	\$ 150	\$ 66	\$ -	\$ 252	\$ 593	\$ 380	\$ 2,219	\$ 271	\$ 285	\$ 376	\$ -	\$ -	\$ 4,592
Maintenance - Lighting	\$ 3,046	\$ -	\$ -	\$ 143	\$ -	\$ 378	\$ 356	\$ 264	\$ 937	\$ -	\$ -	\$ -	\$ 5,122
Maintenance - Monuments	\$ -	\$ -	\$ -	\$ -	\$ 845	\$ -	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,345
Maintenance - Fountain	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ 525
Maintenance - Other Field (R&M General)	\$ 175	\$ 69	\$ 1,045	\$ 11	\$ -	\$ 921	\$ -	\$ 56	\$ 3,115	\$ 565	\$ -	\$ -	\$ 5,957
Maintenance - Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43	\$ 2,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,088
Holiday Landscape Lighting	\$ -	\$ -	\$ 9,942	\$ 316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,258
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,900	\$ -	\$ -	\$ -	\$ -	\$ 8,900
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 537	\$ -	\$ -	\$ 537
Subtotal Operations & Maintenance	\$ 43,955	\$ 40,769	\$ 45,984	\$ 40,983	\$ 37,885	\$ 43,942	\$ 51,736	\$ 60,257	\$ 46,059	\$ 43,750	\$ -	\$ -	\$ 455,320
Total Expenditures	\$ 87,395	\$ 50,784	\$ 65,815	\$ 49,200	\$ 45,617	\$ 52,056	\$ 62,415	\$ 72,352	\$ 58,704	\$ 48,310	\$ -	\$ -	\$ 592,648
Excess Revenues (Expenditures)	\$ (86,831)	\$ 159,684	\$ 547,042	\$ (23,791)	\$ (17,137)	\$ (41,688)	\$ (31,176)	\$ (65,687)	\$ (49,669)	\$ (36,722)	\$ -	\$ -	\$ 354,026
<i>Other Financing Sources/Uses:</i>													
Transfer Out - Capital Projects - Paving - Baytree	\$ -	\$ -	\$ -	\$ 21,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,608
Transfer Out - Capital Projects - Paving - IOB Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,630	\$ -	\$ -	\$ 24,630
Transfer Out - Capital Projects - Reserves	\$ -	\$ -	\$ -	\$ 78,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,392
Transfer Out - Community Beautification Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,265
Transfer Out - Rebalance First Quarter Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 37,265	\$ -	\$ -	\$ -	\$ 24,630	\$ -	\$ -	\$ 161,895
Net Change in Fund Balance	\$ (86,831)	\$ 159,684	\$ 547,042	\$ (123,791)	\$ (17,137)	\$ (78,953)	\$ (31,176)	\$ (65,687)	\$ (49,669)	\$ (61,352)	\$ -	\$ -	\$ 192,131

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

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	100.00% <i>O&M Portion</i>	100.00% <i>Total</i>
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
02/09/22	ACH	\$16,000.00	(\$340.00)	\$0.00	\$15,660.00	\$15,660.00	\$15,660.00
03/09/22	ACH	\$10,000.00	(\$120.00)	\$0.00	\$9,880.00	\$9,880.00	\$9,880.00
04/12/22	ACH	\$20,190.99	\$0.00	\$0.00	\$20,190.99	\$20,190.99	\$20,190.99
05/10/22	ACH	\$6,000.00	\$0.00	\$180.00	\$6,180.00	\$6,180.00	\$6,180.00
06/14/22	ACH	\$4,510.12	\$0.00	\$135.30	\$4,645.42	\$4,645.42	\$4,645.42
06/16/22	ACH	\$4,000.00	\$0.00	\$120.00	\$4,120.00	\$4,120.00	\$4,120.00
TOTAL		\$ 943,278.68	\$ (35,437.66)	\$ 435.30	\$ 908,276.32	\$ 908,276.32	\$ 908,276.32

100%	Net Assessments Collected
0	Net Assessments Remaining