

*Baytree Community
Development District*

Agenda

October 5, 2022

AGENDA

Baytree

Community Development District

Agenda

**Wednesday
October 5, 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 September 7, 2022 Board of Supervisors Meeting
5. Agenda
 - A. Consideration of Agreement for Security Services with DSI
 - B. Consideration of Agreement for Aquatic Management Services with ECOR
 - C. Consideration of Facility Use Agreement with Renee Hubert
 - D. Consideration of Pool Service Agreement with Beach Pool Service
 - E. Discussion of Easement – 8175 Belford
 - F. Consideration of Budget Amendment
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. District Manager
 1. Field Manager's Report
7. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

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, **September 7, 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
Richard Bosseler	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jeremy LeBrun	GMS
Michael Pawelczyk	District Counsel
Peter Armans	District Engineer
Andy Hatton	Field Manager
William McLeod	DSI Security
Zach Young	Pot Hole Heroes
Daniel Castro	Pot Hole Heroes
Dean DePhillips	Pot Hole Heroes
Bob Eksten	BCA President
Sue Frontera	BCA Social Chairman
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Peter, since you're here, do you want to go ahead to give your report?

Mr. Armans: The one thing that I can update you on is we looked into seal coating or painting the garters and we haven't really found any viable solution. We recommend pressure

washing or seal coating, but other than that, it's not going to be anything that is less expensive than just pressure washing. So that's the update. The other reason I'm here is to go over the plan once the contractor is here for the sealcoating.

Mr. Mills: For the audience, we've invited the contractor who's going to be doing the streets, to come today to give us a presentation. We are going to ask that there be no questions asked of him until after he gives his presentation. The Board will then have an opportunity to discuss what he has given us and then we will ask you for your input.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: William, would you like to give your report?

Mr. McLeod: Yes. First of all, I'd like to apologize for my absence the last couple of meetings. It was a misunderstanding completely on my part. It won't happen anymore. You will see me more regularly at every meeting. In the past month, somebody from the management staff has visited Baytree 16 times. We have our Field Supervisors back, which I'm very happy to report. These are representatives that represent administrative staff during the evening hours. They go around and check the officers during the nighttime in some of the further out communities that we have. In that time, they have done a courtesy patrol in Baytree at least four times, just patrolling your roads, not really looking for anything in particular, more than just being a presence for anybody who might be considering doing harm to the Baytree community. They've done that four times in the past month.

Mr. Mills: Good. Thank you.

Mr. McLeod: We just delivered supplies to the guardhouse for the officers. Our trainings have switched up to where Matt doesn't do a training with the officers every month. It's done through a computer-based system through our company now. The officers have to log onto a computer and show that they've completed the assignment and they're paid for it. So that's the way they're doing their ongoing training. This past month, it was based on customer service. It is my understanding that there's one particular officer that needs a little help in that area.

Mr. Mills: Okay. Does anybody have any questions for Bill? Thank you.

B. BCA

Mr. Mills: Bob?

Mr. Eksten: This is a quiet time for the BCA, but I will first say that we are having a budget meeting on November 14th and our next regular BCA meeting is on December 12th. We're not in the business and do not wish to collect fines. However, sometimes we are forced to do them in order to protect everybody's property values. So, when you get a violation notice, and there are probably 50 a month that come out, most of the time it's just a nice, subtle reminder to fix something on your property and it gets done. We seldom get something that rolls into an actual fining process. We don't want that to happen, but when we're forced to, we do have to go ahead and enforce. To that point, we have won two court cases since I came on board, so it's not something we take lightly. We hope that the homeowners understand that you do have an obligation with a deed restricted community, to do the things that are in our Bylaws and Covenants. I don't want to sound harsh, but I just need to remind people that we don't want to collect fines. We simply want to protect everybody's property values and that's why we end up getting into a situation sometimes that we really prefer not to. We have some social events coming up that I think Sue could probably tell you about at some point later. That's something we do enjoy. Finally, I know that we do have a work in progress. I hope you have an update for us today, but obviously we're looking forward to having the second sign up for the BCA to post our notices. Thank you.

Mr. Bosseler: Okay, Bob. I had a question. Do residents that cut their limbs and put them out on the curb get letters, because we seem to have a terrible time on Kingswood? There are always one or two on Wednesday or Thursday that cut their limbs, trim their bushes and it all sits there all week. Do you know if they get letters?

Mr. Brown: What I've done, if I see that happening Richard, is I take a picture of it on my cell phone and email it to Paula. The next day a letter goes up.

Mr. Bosseler: Okay.

Mr. Eksten: We can either do one of two things. Either a resident sends us something or Paula does her routine inspections, but that's not going to catch them. If you have proof of that, we will try to get it corrected.

Ms. Witcher: Is that the homeowners' lawn person or the homeowner themselves leaving it?

Mr. Brown: We sent out a number of things on the ARC updates and in the BCA newsletter, saying that if they have a contractor that comes out and does their landscaping and

trimming, it's their responsibility to remove that debris, not the homeowners. That's a requirement of Brevard County, not us.

Resident (Not Identified): Does Fairway Management go around on the golf course and take a look at the routes? Every morning we see dozens of roots that are almost black because they haven't been attended to. They just go around the front.

Mr. Eksten: They just go around the front.

Mr. Brown: No. They don't go on the golf course.

Resident (Not Identified): They're not allowed to take the cart around?

Mr. Brown: I don't know whether they're not allowed. They just have never done it. When I play golf on Wednesday and Thursday morning, if I see the stuff, especially on the fifth hole, in back of the houses on Baytree Drive, I send a little love note to Paula.

Resident (Not Identified): There are dozens of houses out there.

Mr. Brown: There are.

Mr. Mills: I think the key to that would be, if we notice something like that, do what he does, take a picture and send it to Fairway Management saying, *"This is what I observed."* We all can play a game in this.

Resident (Not Identified): But you don't know what the number of the house is.

Mr. Brown: That's true.

Resident (Not Identified): If you're on the 13th hole, other than tell them it's the fourth house down on the 13th hole, you don't know which house.

Mr. Brown: I do. When I drive out Baytree Drive, I remember the house and say, *"Oh, it's this one."*

Mr. Mills: There you go. I'm going to ask Sue to give us a quick update on what you've got coming down the pike with entertainment.

Ms. Frontera: On October 16th from 2:00 p.m. to 4:00 p.m. at the pavilion, we're going to have Char Good coming back, playing the electronic violin and singing. She was here beginning of April and people that were able to come and did come, enjoyed it and wanted her to come back again. So, I booked her. Again, it's 2:00 p.m. to 4:00 p.m. on Sunday. We're going to have the Strong Island Ice Cream truck come and the BCA is going to give out tickets again, like we did with our reptile event, for free ice cream. If you think that the electric violin is boring, it's not. You really need to come and check out Char. Then our big event is on December 10th, our

holiday party, also at the pavilion. We have a DJ coming. We have face painting for adults and kids. I think we had more adults get their face painted last December. There will also be a balloon artist and four food trucks. Mr. Paul Hill from Baytree, who owns Dirty Oar Beer Company in Cocoa Village, is supposed to be there. We're going to have red and white wine and charge a minimum amount. Paul, usually the last three times, donated his beer to us. We charge a minimum amount and any profits go right back into the BCA budget for future events. Then we have a special guest coming at 12:30 p.m. It's a surprise, so don't let it out of the room that we have Santa showing up for the event. There will be lots of prizes for the kids. It should be a good party, weather permitting, hopefully. It's been good to us so far.

Mr. Mills: Thanks, Sue. I appreciate that.

C. Isles of Baytree

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of the Minutes of the August 8, 2022 Board of Supervisors Meeting

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

FIFTH ORDER OF BUSINESS

Agenda

A. Sealing of Roads

Mr. Mills: Now, we'll get into the sealing of the roads. We asked the contractor to come and give us a presentation on sealing of the roads. I know all of us have questions that we really want to ask these gentlemen. We have Mr. Daniel Castro, Zack and Andre. The floor is yours.

Mr. Young: Thanks for having us. We're excited to start the project. Today our goal is to talk through the Phasing Plan and then pick a start date. We have a map showing where we want to begin.

Mr. Showe: If you send us the map, I can get that out to the Board.

Mr. Young: Okay. I'll send it as soon as the meeting is over. Let's talk through the project and give everybody some highlights into how we typically would approach this and then see how that works for you. Typically, this product is 100,000 square yards, which would take about 20

workdays. Those 20 workdays won't be 20 consecutive days. Obviously, it's always an inconvenience and that's where we need input from all of you, the other residents as there will be some minor inconveniences. We split up the roads, so you'll always have traffic on the main roads. We'll work one side at a time and not do the full length of any area, but rather sections at a time. There will be a one-lane road on Baytree Drive, all the way back. We'll start with each small section, starting at the top. The furthest from the entrance would be the South side and then we'll work our way out. So, we'll come into the main road, and then work our way all the way out in the subdivision. The smaller side streets, not any more than maybe 200 yards of walking, we would like to close that whole thing off. Then people would have to park on the street. Any section we seal, we have to stay off of for 24 hours. The typical start time is 7:30 a.m. We would get here, start to prep the area and close it off with cones. Any driveways that we close off, cars would need to be out of there by 8:00 a.m., unless they're staying there, because we'll start sealcoating by 8:30 a.m. That gives us some leeway for people who forget and miss the memo. From there, that area will be totally closed off for 24 hours. As soon as the 24 hours is up, you're able to drive on it again. On the main road, we have to leave each section closed for 48 hours because we're doing a three-coat application. They'll do two coats one day, close the road down for those two coats for 24 hours and the following day, they'll be back and apply the third coat. It needs 24 more hours to dry. You won't see much tracking, although it's possible. I noticed an email from someone about it trapping into driveways and that sort of stuff. If somebody has a driveway that they're extremely concerned about, you should put a little bit of sand at the entryway for that first day when you drive on it. Just like new pavement, it tracks. There's no way around it. It doesn't track heavily, but as we get later in the year, it's drier and sunnier. During the humid times, it takes a little bit longer for it to cure all the way. There's no way to expedite it, unfortunately. It's just a chemical process taking place. That's our typical plan. As we walk through the site plan and get that sent out, the biggest issue is, the weather because we're going to have rain delays. If the hurricanes roll in like they're supposed to, we've got to pull all of our stuff out of here and get out and that delays it. So, we need flexibility from everyone to work with us on that. Obviously, the driveway has been closed off. We can lean onto you guys to say, *"What's reasonable to the resident, a 48-hour notice to be out of the driveway or a 1-week notice?"* Whatever that would look like, we could just do each subdivision at a time. We can say, *"Hey, these days, you need to be out of your driveway."*

Mr. Mills: I have a question. I observed them sealing a parking lot at Publix. Basically, they just sprayed. I don't think they squeegeed or anything, because you can actually work?

Mr. Young: Yeah. We're going to do one-coat squeegee, two-coat spray. Sealcoat is not a crack fill. So, any existing cracks that you have will still remain. That's what we tell you and that's what the manufacturer will tell you as well. This is not crack fill. For tiny hairline cracks, there is a possibility that you may not see them, but more than likely you will. Sealcoat's purpose beyond beautification is to retain and rejuvenate the oils in the existing asphalt, that keep them from raveling. So, if you go to an old parking lot and scrub your foot really hard, you'll see the rocks fall apart. That's called raveling. Sealcoat's purpose is to prevent that, which means preventing potholes from possibly forming on your roads, delaminating and falling apart. So, this is not crack fill. This is simply extending the life and giving you time to budget for the future, 10 years from now or whatever that looks like for paving.

Mr. Mills: If there is a large crack, will you feel that crack before you seal it? Is that in our contract, Peter?

Mr. Armans: There's no line item for that. Actually, the manufacturer of the material itself actually came out and drove the community. He looked at the cracks and did not recommend that we do crack filling.

Mr. Mills: Okay.

Mr. Young: The person who made the scientific formula for the material we're putting down, we asked him, "*Give us an assessment of what you think,*" whether we won the project or not. That's what we did when we wrote the scope. He came out here and said, "*This is a candidate for being squeegeed.*" There are certain types of asphalt that are beyond squeegeeing. They're not good candidates. This one happens to be a candidate for that and then a two-coat spray. A lot of people don't like the look of crack fill. In Florida, we don't have three stall cycles so it's not as important. It's important, but it's not as important because you did not have any major longitudinal backing that would concern us.

Mr. Mills: Okay.

Mr. Armans: We're doing squeegee everywhere and then heavy traffic will get two additional spray-ons and light traffic will be one additional spray-on.

Mr. Young: Correct.

Mr. Mills: Over at Publix, if you look closely, you can see where the spray didn't really cover all of the old macadam that was there. So, you know they didn't squeegee it.

Mr. Young: Yeah. Exactly.

Mr. Armans: They probably seal coat it a lot more often than we would recommend for it. In some parking lots, they do it yearly or every year and a half, or every two years max. We're trying to do something that is a little more durable than that.

Mr. Mills: Carolyn, do you have any questions?

Ms. Witcher: When you put sand at the end of your driveway, how deep do you have to go in? How far?

Mr. Young: The length of your car, because you need a little less than the length of your car. You want your front tires to have a false rotation. What that sand does, is if you happen to get a tiny bit of sealer on your tire, the sand will stick to the sealer and not to your driveway.

Ms. Witcher: Can we just use bed sand?

Mr. Young: You can go to Home Depot and buy a \$3 bag of clay sand. That's plenty.

Ms. Witcher: Okay.

Mr. Young: If you're really concerned about your driveway, unfortunately, the full cure times on sealcoat are usually two to four weeks. The same with new pavements in excess of 90 days. You'll see tracking for that long. A big part of what we do is managing expectations. So, one thing I'll put out there, you will see power steering marks on new sealcoat, especially with three coat applications because it's going to be so thick. You have a polymer, which is melted plastic inside of our sealer. When you drive on that and you pull up through an intersection, totally stopped and you turn your wheel to make a right or you turn the wheel to make a left with no forward motion, you will see power steering marks. At your driveways, when you back up and stop, after you've backed out and turn the wheel hard and pull forward, you will see power steering marks in those spots. The sealer is not failing. The application did not fail. After about 90 days, traffic will wear them in and you won't see them as much. New pavement does the same thing. It's just asphalt. Materials are pliable and there's nothing you can do to avoid that. You will see wear marks sooner on your high traffic roads in the drive lanes. The gutters or the area up against the gutters on the curb will stay black forever because cars don't drive there. Sealer, even after it turns gray, is still doing its job. The primary function is extending its life. The secondary benefit is the beautification.

Mr. Mills: With your experience and the amount of roads that we have, what do you think our extended life will be? Let's take Baytree Drive and Old Tramway Drive.

Mr. Young: Based on the consultant's assessment of the property and our experience as well as Peter's assessment, you could probably make it another five to ten years without pavings and definitely without sealcoating for a while. You don't have surface cracking. You don't really have, like I said earlier, longitudinal cracking. The roads were built solid. They were built like a proper county road. You have 2.5 inches with asphalt and they paved it with a 12.5 material like it's the solid road. So, you have a lot of time of having no potholes. We can't guarantee anything other than our workmanship and the material. But the lifetime of your road, you're going to spend now. You're spending 10% to 12% of what it's going to cost to pave the whole thing and that's going to buy a lot of time.

Mr. Armans: I want to clarify on that. This 1.5 is not going to buy you any more than 10 years, but sealcoating on a regular basis, if we don't wait until it deteriorates enough to where seal coating is not an option, it can buy you that additional time.

Ms. Witcher: There's quite a bit of time in between Phases 1 and 2 because we had a little recession going on in there. I think that has had more problems because it's a little bit lower with water. Would that make a difference in what you're doing?

Mr. Young: No. The only thing the water will do is wear the sealer out quicker. Where water puddles, it wears the sealer out. The worst enemy to asphalt and sealcoat and any petroleum-based product, is water and traffic. Water with traffic creates more friction and more wear. Unfortunately, your sealer will wear out wherever there's a puddle first. So, if at the end of your driveway, just before the curb, there's a big puddle that's always there, you're going to see that sealer disappear before the rest of the road. Because we're squeegeeing, the tops of the aggregate are what is wearing off, but the actual benefit of the sealer by squeegeeing it, is pulling it into all edges that are exposed to air. Then the spray coat is actually just a cosmetic coat. When we squeegee, we're pulling that material off the top of the rocks, but when spray, we're covering the top of the rocks.

Mr. Bosseler: I have a question. You said that we're going to do one side of the road at a time in small sections. Now, how do you handle it if you're on a curb? If we're at the other end of a curb, how do we see if a car is coming or not?

Mr. Young: So, what we've decided, as we created the Phasing Plan, and again, why we need some level of flexibility, is when we're setting up our Maintenance of Traffic (MOT), which are cones, barricades, caution tape, we will not close an area off beyond what we can see both sides of. That way we don't get two people in the middle of the section playing chicken. It's not good for all three of us. So, we won't close anything off where you can't see. We still need patience from people. It's 20 workdays of inconvenience for not seeing us again for three to five years.

Mr. Mills: In a couple of cases, a wand would be good.

Mr. Young: If everybody cooperates, maybe we can throw a happy hour.

Ms. Witcher: What would happen on Baytree Drive when you go onto Old Tramway Drive? That's a major intersection.

Mr. Young: We're going to close one-quarter of the intersection. Again, we create a Phasing Map with 20 sections. We're going to be here on September 30th, as well as the 31st and the first and second year. It is best if we say, "*Here are our sections or phases*; Phases 1, 2, 3 and 4, five to six workdays per space and notifying the people that are going to be affected, 24 to 48 hours before. If you live on the far side of the subdivision, I don't want you to know I'm here working, until you have to and that's best for all of this.

Ms. Witcher: How do you post that?

Mr. Young: That's what I was talking about, in these small sections. If it's not too far to walk, that's relative, I would lean in to you guys to say what is too far. But we would want to close the entire cul-de-sac off because it's the quickest way to rip the band-aid.

Mr. Brown: Right.

Mr. Young: If there are eight or ten homes. All 10 have to walk for 24 hours or one work day.

Ms. Witcher: I'm going to a hotel.

Mr. Mills: Do you have anything, Rick?

Mr. Brown: I do. You said around 20 workdays. Are Saturday and Sunday considered a workday?

Mr. Young: That's what we're here to sort out.

Mr. Brown: Because I'm in charge of security. I can tell you that we have several hundred cars coming into this community on a daily basis. Friday is the heaviest traffic day during the week and Wednesday has the least amount of traffic.

Mr. Young: Okay.

Mr. Brown: The garbage trucks come in here Tuesdays and Fridays, and they wreak havoc in the cul-de-sacs because they can't turn so they back up. Just consider that when you're doing your phasing and your planning.

Resident (Not Identified): Don't forget about the Amazon trucks and other delivery vehicles.

Mr. Brown: Right, but they're smaller than the garbage trucks. They're part of the several hundred cars that are coming in.

Mr. Mills: We'll have to orchestrate something with regards to basically saying to the vendors that are coming in, *"Please observe the traffic lanes."*

Mr. Showe: Use extra caution.

Mr. Mills: Yes, exactly.

Mr. Showe: We will have to develop something for the guards to tell everyone.

Mr. Young: I would just add too that the big culprit are UPS and Amazon trucks. We'll close off this section. It will be clearly defined that we're obviously working in this area and they will just drive right through it to get into their driveway. It happened in the past. We document it as soon as we can, because we make it very clear. We would also notify the UPS drivers by saying, *"Hey guys, you're going to see us in here for the next ____ days."* If it's 20 working days, we could be here over a period of two months, depending on the weather and everything else. So, you want to expedite it.

Mr. Brown: Do you have a network into UPS and FedEx?

Mr. Young: No. They're super localized. Do they have clickers to come through the gate or do they get permission from the guards?

Mr. Mills: Permission from the guards.

Mr. Young: So, it's simply notifying the guards. We can hand them a piece of paper.

Mr. Mills: That would be great.

Mr. Showe: That would be beneficial for everyone.

Mr. Young: Just to clarify, there is trash and water on Tuesdays and trash is on Friday.

Mr. Brown: Right.

Ms. Witcher: Recycling is on Tuesday also.

Mr. Young: There are two other pieces to it. When we're working in a subdivision like this, you have communal mailboxes. Right?

Mr. Mills: No.

Ms. Witcher: Phase 1 was 1,200 mailboxes and Phase 2 has incremental ones.

Mr. Young: The best way to handle the mail is simply not telling them. What happens is when they show up to the mailman, they give us the most respect because they don't want to deliver mail. So, when the residents walk, they just turn around and leave and that person won't get mail today. The mail man comes six days a week. They'll deliver your mail as soon as they can.

Mr. Mills: We will inform our mail girl, Susie that this is going to be taking place and to please bear with us.

Mr. Young: Okay.

Mr. Brown: Will you be using flagmen on the main roads, as far as directing traffic or no?

Mr. Young: We don't plan on it because it's got to be closed for 48 hours. There would be 20 to 40 days of flagmen and they cost \$1,200 per eight-hour shift. You need three shifts a day for 40 days. That's why we're only going to close as far as safe and reasonable for people to see a car coming. There's no way around the inconvenience. It's a construction site.

Mr. Mills: Alright. I'll open it up to the audience. Bob?

Mr. Eksten: I just have two unrelated questions. For people that have their side of the street under construction, garbage trucks aren't going to be able to come to that side of the street. Invariably, somebody can start rolling their cans over the freshly sealed driveway. I don't know if there's a way to get around that or not. The other part is there's always going to be somebody saying, *"I have an emergency and have to go to the supermarket,"* and they're really not supposed to be on that pavement. Do we block off driveways in any way?

Mr. Young: Yes. So, we'll put cones behind every driveway.

Mr. Eksten: Okay. Good.

Mr. Young: What we typically do is take pictures of what we did. Our machine has three wheels on it and a car has four, so we'll know if it was our machine that did it or FedEx or UPS.

A secret for you to know that nobody else would know, is you could walk on that sealer about six hours after we put it down, if its dry to the touch. Don't tell anybody, but you can walk on it if it is dry to the touch. What you can't put on it is weight and traffic.

Mr. Eksten: Because some of those garbage bins can be very heavy.

Mr. Brown: Especially with all of the bottles.

Mr. Eksten: If I want to go across newly sealed driveway, that's going to be a problem, I would assume.

Resident (Sandy Schoonmaker, Kingswood): I have a couple of questions. The first one is probably the simplest to answer. There are 100 or so houses in Isles of Baytree (IOB). Joanne is not here. I'm assuming that IOB is aware of all of this. Kingswood Way, although it seems to be a small road, is very well-traveled, due to those houses back there. There are two cars per household. Are you considering in a major way that we're going to give the same treatment as Old Tramway Drive?

Mr. Young: We added Kingswood Way to the three-coat application.

Resident (Sandy Schoonmaker, Kingswood): Okay. That's fine.

Mr. Young: Later on, that one will be treated the same way as the main road. Small sections will be done 48 hours at a time.

Resident (Sandy Schoonmaker, Kingswood): Okay. My next question will answer questions that I know people in my neighborhood are already asking. I live on one of the little side roads and you're going to block my car off for 24 hours, but where is my car going to be parked? Secondly, when you do the lane adjacent to where I come out, and it's not 24 hours, how am I going to get out? Do you know what I'm talking about?

Mr. Young: You're concerned about backing out?

Resident (Sandy Schoonmaker, Kingswood): No. When you come to the stop sign, there's Kingswood. When you do the North side of Kingswood Way, I can just sneak out and go back, but when you do the South side of Kingswood Way, I'm not going to be able to get out because I'm not be able to drive across the wet stuff.

Mr. Mills: So, you park your car.

Resident (Sandy Schoonmaker, Kingswood): But that could extend to more than 24 hours. Now we've got two different times when people are going to have to do that.

Mr. Young: It would be two totally separate times. Typically, in an area like that, they're not going to be back. So, we're going to seal it here. We're going to come to the middle of the area, open one section completely up and close off the other one.

Resident (Sandy Schoonmaker, Kingswood): Okay. The next to last question is, our streets, especially at our end of the community, are very narrow. That's why we have this lower speed limit. If the road is one way, there's nowhere for us to park, which means that we are going to have residents walking. I have several situations where this can be an issue without going into them specifically. The closest place for them to park, if you're doing Kingswood Way, is going to be way out by the credit union. I think that's going to be an issue. Where are they going to put their cars? That's the question that everybody is asking.

Mr. Mills: You have a little space on Kingswood Way, pretty much down to Mr. Richard Bosseler's house?

Resident (Sandy Schoonmaker, Kingswood): No, there's a car parked where the Sheriff parks all the time. That closes off the road. You have to go on the other side of the road to get by him. So, there are cars parked along there.

Mr. Mills: I'm talking about before you get there, Sandy, on the right-hand side where all of the shrubbery is planted. You can just park in that area.

Resident (Sandy Schoonmaker, Kingswood): Will you let us park there?

Mr. Mills: Absolutely.

Mr. Bosseler: What if the resident is a senior citizen and they can't walk half a mile?

Mr. Brown: You can pick them up in the golf cart.

Mr. Mills: There you go.

Mr. Brown: We're probably going to have to do that.

Ms. Witcher: Take care of your neighbor.

Mr. Young: I was just going to mention that residents that might have limited mobility or limited access, if they need any assistance, we've addressed those issues with them to make sure that they have the ability or somebody who might be seeking medical treatment continuously, needs to make arrangements in advance or we can arrange it.

Mr. Mills: I'm going to make this open statement. Any open space that the CDD has, go ahead and park on it. We don't want you spinning your wheels or breaking the sprinkler heads, but park on any open space that the CDD has available.

Resident (Sandy Schoonmaker, Kingswood): Okay. Could the CDD have an emergency line? You're right, golf carts are the solution because they can ride on the sidewalk. But there aren't that many golf carts in Kingswood.

Mr. Bosseler: You can borrow mine.

Resident (Sandy Schoonmaker, Kingswood): Has IOB been informed?

Mr. Mills: I haven't.

Mr. Showe: We'll have to reach out to them.

Mr. Mills: We'll reach out to Joanne.

Mr. Showe: Their impacts should be less. Essentially, it's going to be driving on one side of the road to get home. They're not worried about parking their cars. They're not going to be worried about anything.

Resident (Not Identified): I just have a quick question. Mel, who will be notifying the residents that all of this parking needs to be determined.

Mr. Mills: They will contact Jason. Jason will send out either emails or we will pass around information.

Mr. Showe: It depends on the BCA to help us distribute things because we don't have email addresses.

Mr. Young: Well Peter, and I spoke about it. Obviously, you need to water our lawns over the course of 30 days to keep it green. You've talked about a time window that may not be ideal, but sealcoats dry in about six to eight hours of sunlight. So, you can run sprinklers from about 10:00 p.m. until 5:00 a.m. or 6:00 a.m. That gives us time for it to dry for people who sprayed the road more than their yard, in time for you to water as well. Again, it might not be an ideal time horticulturally speaking.

Mr. Showe: If you want, get a landscaper, because we have a lot more landscaping and want to make sure that ours is all taken care of.

Ms. Witcher: We also have signs in the front and the back.

Mr. Mills: Sandy, put that in your newsletter to all of the Voting Members (VMs)?

Resident (Sandy Schoonmaker, Kingswood): It says 10:00 p.m. to 5:00 a.m. We changed it to 5:00 a.m.

Mr. Armans: We really talked about 6:00 a.m., but I know some people water the street really well.

Mr. Showe: Each house has their own. We have one landscaper for all of the CDD common areas and we can make sure that they take care of our stuff.

Mr. Young: You may want to do that from now on because the plan is to be done before Thanksgiving.

Mr. Brown: But you don't need to turn off your sprinklers.

Ms. Witcher: Give us the specific dates for each section.

Mr. Showe: We'll give you timeframes

Mr. Armans: I think it's safest to tell everyone for the next couple of months, to irrigate between 10:00 p.m. and 5:00 a.m.

Resident (Sandy Schoonmaker, Kingswood): Okay. Maybe the CDD or the BCA should make a policy so we can state it drastically as opposed to a suggestion.

Mr. Brown: They know when they're going to do it.

Mr. Mills: Well, the rule is, correct me if I'm wrong, Bob, if you're an even number home, you water on Wednesday and Saturday and odd number of homes water on Thursday and Sunday.

Mr. Eksten: No. It's the other way around.

Resident (Sandy Schoonmaker, Kingswood): Well, the other issue is the time is determined by key cards.

Mr. Brown: But the reality is, if we know what you're facing and which streets are going to get done on a certain timeframe, we can have residents turn off their sprinkler systems during that timeframe as opposed to turning them off for 90 days.

Mr. Young: Even with commercial buildings, in our experience, we have one person managing the entire facility and we plan these projects far in advance and say, "*Turn the irrigation off.*" Without fail, probably once a week, we show up and we're getting wet, and we have to turn around and leave because you can't seal wet parking lots. It won't cure them dry at the proper rate. It takes everybody to be on board with it as it is going to be an inconvenience.

Mr. Mills: I think everybody changes the time on their sprinklers from 10:00 p.m.

Mr. Showe: I think Peter's direction is right. When we start our communications, we just tell people, "*Please adjust your sprinklers from 10:00 p.m. and 5:00 a.m. only*" and start getting them ready for it now. If Andy and I see it running when we're out here or anybody's out here, even before they start working, we can try to communicate with that resident to get it changed.

Resident (Art Breitner, Kingswood): Just a couple of clarifications. I want to try to make the whole thing a little simpler. I live on Kingswood and as you know we've got IOB, which is not being done, but they have to use Kingswood Way. The question is, in the scheme that you're setting up, will anybody coming out of IOB or wanting to come into IOB, have access to get through regardless of what that issue is?

Mr. Young: That's correct.

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

Mr. Young: All areas coming into the subdivisions, when we close off the entire subdivision, any main road will always maintain some delayed flow of traffic. When we close off the subdivision, if an ambulance needs to get in or a fire truck, they can just move cones and ruin the sealer and we'll take care of that.

Resident (Art Breitner, Kingswood): But again, IOB is not part of that. All of these people that have to go to work in the morning, no matter where you are in your scheme of things, there must be a way that they can come out of IOB.

Mr. Young: They'll always maintain low traffic.

Resident (Art Breitner, Kingswood): Okay. As long as they can get from Baytree Drive back into IOB, regardless of how you're doing this, that's important because then all we have to do is make sure they understand that they may have to travel on one side of the road and the other side of the road.

Mr. Young: They're going to have to move, but we'll put out cones, flags and caution tape.

Resident (Art Breitner, Kingswood): Okay. That's the first issue. The second issue we talked about, was the watering. I'm assuming the watering is subject to the same 24-hour rule and after that, you could put it back to where you want it.

Resident (Sandy Schoonmaker, Kingswood): No. We're not going to run them between 10:00 p.m. and 5:00 a.m. for three months.

Resident (Art Breitner, Kingswood): For three months.

Resident (Sandy Schoonmaker, Kingswood): Yeah.

Mr. Young: If we finished early, we would notify the CDD and then you can go back. But because of all the possible delays, we want to say up until Thanksgiving to be safe.

Ms. Witcher: You can put it on the sign upfront.

Resident (Art Breitner, Kingswood): So, you're saying to run the sprinklers from 10:00 p.m. until 5:00 a.m. and nothing during the day.

Ms. Witcher: Nothing during the day.

Resident (Art Breitner, Kingswood): Okay.

Mr. Mills: You shouldn't be sprinkling anyway during the day.

Resident (Art Breitner, Kingswood): My third question is, you guys have a complicated plan to set up. I mean, it is not a piece of cake.

Mr. Young: No sir.

Resident (Art Breitner, Kingswood): But I'm trying to distill this down so that I understand a little bit better what we could tell the Baytree residents on a top level. Correct me if I'm wrong, but I think what you're saying, for all of the residents of Baytree, they have to expect two 24-hour periods where they can't put their car in the driveway or the garage. Is that correct?

Mr. Mills: Not all.

Mr. Young: Any driveway that ties into Baytree Drive, Kingsway and Old Tramway Drive will experience a 48-hour delay. They will not be able to access their driveway for 48 hours.

Resident (Art Breitner, Kingswood): Okay, but what about somebody on Kingswood Way? Is it 48 hours there also?

Ms. Witcher: 48 hours. It's a main thoroughfare.

Resident (Art Breitner, Kingswood): That's what I'm saying. I think the overall message, without getting into the way that they could put cones up and all stuff, is residents have to expect two 24-hour periods where they can't use their driveway?

Mr. Mills: But not all residents. That's the problem. Only Baytree Drive, Kingswood Way and Old Tramway Drive.

Mr. Bosseler: And National Drive.

Mr. Young: And National.

Mr. Mills: Those are the only streets for two 24-hour periods.

Mr. Young: I would wait 48 hours because it will be exactly right.

Mr. Showe: It's not two separate periods.

Resident (Art Breitner, Kingswood): No. It's two sets, two 24-hour periods.

Mr. Mills: Yes.

Resident (Art Breitner, Kingswood): Its 24 consecutive hours. I'm just trying to get clarification because people are going to question the total amount of time.

Mr. Young: Sure.

Resident (Art Breitner, Kingswood): As people drive down the road, they are going to see the ribbons and the cones and they should be able to figure out that they have to follow the traffic direction. But just so we could tell them what the total downtime is, I think that'll go a long way in explaining this entire process.

Mr. Mills: Yeah.

Resident (Sandy Schoonmaker, Kingswood): I'll clarify that and send something out. Most of things are here. I'll specify what's going on in Kingswood. You could write about what's going on in at the South end.

Resident (Art Breitner, Kingswood): That's excellent. When you decide on an area that you're going to do, when put in your columns and everything else, if you can't do it in the morning, then you're going to do it at work because those people that want to move their cars...

Resident (Sandy Schoonmaker, Kingswood): He said by 7:30 a.m.

Mr. Young: Any car that's in a driveway being affected, will need to be out by 7:30 a.m.

Resident (Art Breitner, Kingswood): Yeah, I know that, but then how did they know that their section is the one being done tomorrow morning?

Mr. Young: That's what I talked about earlier when we first got started, was coming up with a plan for the people who are being affected.

Resident (Art Breitner, Kingswood): Because obviously the people had to know that they're going to be affected tomorrow. They can't walk out of their house at 7:30 a.m. and say, *"Oh my god, I can't leave the house."*

Mr. Young: That's right. That's why I was deciding whether it is a 24 or 48 or 72-hour notice.

Resident (Sandy Schoonmaker, Kingswood): I have a small community. Windsor is the only one that has a big problem, but if I know ahead of time between Artie and myself, we're just going to knock on doors. We're going to get a lot of grief and we'll take it for you guys.

Ms. Witcher: If nobody is home, maybe you can get a yellow piece of paper or something to stick on the door.

Resident (Sandy Schoonmaker, Kingswood): I'll take care of it. We'll talk to them.

Resident (Not Identified): I just asked that question and was just told that Jason is going to manage that.

Resident (Sandy Schoonmaker, Kingswood): You don't have to. I'm going to because he's going to send out a notice. Are they going to read it? I don't know. I'll still go and talk to them.

Mr. Showe: I think maybe as an alternative, we can work with the vendor. Andy and I can get some signs made. So maybe when the vendor knows and they say, *"In three days, we're going to do this section,"* we can put signs out.

Mr. Young: We have about 100-yard signs that say, *"No Parking In This Area. Vehicles Will Be Towed at Owners Expense."* It's hard for us to move them fast enough, but we can bring all that we have and say, *"Hey, your 24-hour notice will be in your grass and your 48 hours' notice might come via e-mail. If you miss that, we'll do our best to let you out of the driveway. If we're not able, that's unfortunate."*

Resident (Art Breitner, Kingswood): I think we need to let people know which side of the road you're doing, so they're not parked on the wrong side.

Mr. Young: That's right, which area and which side we are going to start on.

Mr. Brown: The standard point to that, if you can't do that on Kingsway...

Resident (Sandy Schoonmaker, Kingswood): But he gave us some place to park. I've got us under control, but I don't know about the other communities. I know that Windsor has parking.

Mr. Mills: Artie?

Resident (Art Breitner, Kingswood): You mentioned that the application should last five to ten years. Is that five to ten years with additional applications?

Mr. Young: Yeah. That five to ten years is what the structural health of your asphalt could potentially be extended by, not how long it's going to be jet-black or how long it's going to look new. The manufacturer recommends you seal your property every three to five years.

Resident (Art Breitner, Kingswood): If we want to continue with this within three to five years, we should consider applying this.

Mr. Castro: Potentially. It will also depend on traffic. Areas where garbage trucks are working through, may need to be done as often as the high traffic areas. In three years, we'll have to re-evaluate and see if we can do another phase that is smaller, not the entire community. We

can look at that in three years. But in three to five years, we should be looking at adding another coat.

Mr. Young: Again, it depends on the scientific or structural improvement. A sealer lasts much longer than a beautification property. You have hundreds or thousands of homes here and everybody has one or two or maybe three people coming in and out daily. You're going to see where much quicker than you probably expect. But that sealer is still doing its job in saving you 90% of that paving budget. If you did not seal, the likelihood of having to pay the next five years is significantly higher.

Resident (Art Breitner, Kingswood): The reason that I ask is I assume the Board is getting into their financial planning.

Mr. Showe: Absolutely.

Mr. Mills: Yeah.

Resident (Art Breitner, Kingswood): You mentioned a warranty.

Mr. Castro: There's a one-year warranty if there's something that was due to misapplication, we will come back and fix it at no additional cost.

Mr. Young: Correct. If it is something that we did. If we put down sealer, and somebody drives through it wet while it's blocked off, we'll come and fix it, but we'll have to assess the change order at that time. If FedEx, or UPS crashes through our cones and we hoot and holler at them and they still don't stop, because sometimes they're like that, there's nothing we can do to control them. I can guarantee you; I always like to set the bar low, but there will be at least three driveways with sealer in them from a FedEx, Amazon, UPS truck. It will happen. We'll take pictures and videos as it happens. People have door cameras. They have house cameras. You'll know what it was.

Mr. Mills: But what's interesting, I haven't seen a UPS truck or a FedEx or Amazon truck parked in a driveway. They usually park on the street and into the house.

Resident (Art Breitner, Kingswood): That's good for all of us.

Mr. Young: What they do is drive on freshly sealed material and then drive on the unsealed material and you'll see tire marks, but when we cut over that you won't see them. So, don't be alarmed if you see tire marks. Don't worry about that. That'll be covered up next time

Mr. Mills: I think we're making this more than what it really is. These guys have done this a number of times and I'm sure that they have it down to a science. We will make sure that everybody is communicated with.

Mr. Showe: We've also done the milling and resurfacing multiple times. This isn't that much different where folks got locked from their driveways for several hours.

Mr. Young: The difference here is, Jason, and for all of you with milling and paving, when it's a milled surface, you can drive on it. When it's a paved surface that cools below 150 degrees and it's a major traffic road, you can drive on it. When it's a seal coated surface and it's dry, you can't drive on it. We need 24 hours. We need eight solid hours of daylight.

Mr. Mills: It's \$2 million versus \$200,000?

Mr. Young: That's correct.

Resident (Sandy Schoonmaker, Kingswood): I have a question. I know last time you were talking about doing gutters. Are they doing the gutters too?

Mr. Mills: No, you weren't here when he mentioned the fact that they can't find anything wrong with the gutters.

Resident (Sandy Schoonmaker, Kingswood): Okay.

Resident (Not Identified): I like the sand idea to protect the driveway. If tracking does get on the driveway, is there a way to clean off or it's just on there?

Mr. Young: You can power wash it. There are some chemicals out there that we've used in the past where if you have painted concrete, it's strong enough that it will take the paint off all of your concrete as well, like sealed concrete. So, it is possible to get it out. It's easier to blow sand back in the yard than it is to power wash and buy chemicals and wash your driveway.

Ms. Witcher: Go out and buy a bag of sand.

Mr. Mills: We just need everybody's patience while this is being done. I'm sure it's going to make the community look better and at least save us a bunch of money for a long period of time.

Mr. Showe: Like any other project that we do, something is going to happen. There will be things that will happen. We'll make do and we'll work with it and communicate with the residents as best as we can.

Mr. Young: There's always about 10% of the people that make it hard for all of us.

Mr. Showe: Yeah.

Mr. Young: Those people whose numbers are very public should expect phone calls.

Mr. Brown: We can give you names before you leave.

Mr. Young: No matter how hard we try to make everybody happy, it just won't happen. Somebody is going to miss their doctor's appointment or be late for work and you're going to know it. We're going to know it too because they're going to tell us first. We've practiced patience and we need that from everybody else as well, as we go through the project.

Mr. Bosseler: How soon are you going to start?

Mr. Young: Well, that's the next thing we want to discuss with Peter and with all of you here.

Mr. Mills: You have the material now, correct?

Mr. Young: We have the availability of material right now.

Mr. Mills: Okay.

Mr. Armans: How soon can you start?

Mr. Young: Well, right now, it's the week of the 5th or 7th. If we started the week of the 19th, that would give us about a week-and-a-half from today. What does the Board think in terms of everything?

Mr. Mills: The sooner the better.

Mr. Young: Okay.

Mr. Mills: Jason, is that okay with you?

Mr. Showe: I always prefer to have more time so we can get the most communication out to the residents as possible.

Mr. Mills: You tell us.

Mr. Young: Even the week of the 26th. I would like to start on a Monday. It's easiest.

Mr. Mills: Is that better, the 26th?

Mr. Showe: I think the more time that you allow for this, the better. You guys have a meeting on the 5th, so that would give residents time.

Mr. Mills: To find out?

Mr. Showe: Yeah. Right.

Ms. Witcher: You were talking about September 26th. Right?

Mr. Showe: That's correct.

Ms. Witcher: Remember Tuesday is garbage pickup.

Mr. Young: What we have to do is find out if everybody's trash gets collected on Tuesdays.

Mr. Mills: Yes.

Ms. Witcher: And Friday.

Mr. Young: Everybody?

Mr. Brown: Everybody in the community.

Ms. Witcher: Usually, they're pretty early.

Mr. Young: Based on your observation, are most people's trash pretty full both days?

Mr. Brown: On Tuesday, yes.

Mr. Mills: Tuesdays, yes. Fridays, no.

Mr. Young: Fridays and then you have the weekend and then Tuesday.

Mr. Mills: Right.

Mr. Young: What we'll look at, is if our work schedule looks like a Tuesday through Friday. There's possibility that trash may not always be picked up at everybody's house every time.

Mr. Mills: If it's not picked up on Tuesday, they pick up on Friday.

Mr. Young: No one will lose access to their driveway more than 48 hours and no one will miss more than one trash pickup over the course of the entire project.

Ms. Witcher: How about the sidewalks? You can pick up at the end of the road.

Mr. Young: It would make everyone's life easier if we just said, *"If your section is closed on a Tuesday or Friday, you have two choices; walk your trash to the end or just wait until the next one."* Because what will happen is we'll have a great plan for a Monday and it will rain on that Monday. We would just like to show up and pick up our plan on Tuesday because if we try to redo it because of trash on Tuesday and then it rains on Wednesday and we miss Friday...

Ms. Witcher: Do you have a staging area within the development that you're going to have?

Mr. Young: Yeah. Daniel will tell you where that is. That's where you'll see a semi-truck trailer.

Mr. Showe: It's going to be where the guards are parked.

Ms. Witcher: Okay. On the corner?

Mr. Castro: Right next to the entrance.

Ms. Witcher: Okay.

Mr. Castro: They will be storing at the big tank there. You will see all of the material there. For the duration, that stuff will just remain there.

Mr. Bosseler: Are you going to start in the back?

Mr. Young: Yes.

Mr. Mills: You already have your Phasing Plan?

Mr. Young: We have a draft that we want to send out to have the Board look at and get opinions on. You guys know your traffic flow. We've spent numerous hours here, but some of you guys have lived here for a long time and you know what's actually possible. Regardless of what that Phasing Plan looks like, it's going to have to change based on weather, traffic, parked cars, etc.

Mr. Mills: Are you starting in Balmoral and work this way and then you'll probably go into Southpoint?

Mr. Showe: No, they're talking about starting at the end of Baytree.

Mr. Young: On the South side.

Mr. Showe: At the rear gate.

Mr. Mills: At the rear gate? I thought he was going to do to the very end.

Mr. Young: We're going to work around the side streets into Baytree and then Baytree out.

Mr. Mills: Okay. That's what I thought you said.

Mr. Brown: So, its Balmoral out.

Mr. Showe: Yeah.

Ms. Witcher: So, you're going to be back in Phase 2 first.

Mr. Young: Yeah, starting in the back.

Mr. Mills: Yes.

Mr. Young: We'll have the least amount of traffic in the back.

Ms. Witcher: A lot of those people go to work so they'll be out of here.

Mr. Mills: Yes.

Ms. Witcher: It will be interesting.

Mr. Young: I want to clarify. There was a question about which days they're allowed to work. Are there any days that they're not allowed to work?

Mr. Mills: The BCA says there's no traffic allowed on Sundays. Saturday is okay, but not Sunday.

Mr. Young: Sunday is the only allowed day.

Mr. Mills: Right.

Mr. Brown: I think we can talk to Bob. When Baytree was being developed, when all the construction was going on, they allowed the contractors to build six days a week, but not on Sunday. Now that it's finished, the BCA has been discouraging lawn keeping and landscaping, emergency repairs, plumbers and electricians on Sundays.

Ms. Witcher: Tree people.

Mr. Young: We'll do our best unless we get towards the end of the project and people really want us gone, to not work on the weekends. There is golf on the weekends.

Mr. Brown: But golf doesn't go past National Drive.

Mr. Young: Okay.

Mr. Brown: They have to come in the main gate and go to National Drive to go to the golf course. They don't go past National Drive.

Mr. Young: It's usually best that we don't do Saturdays and Sundays when everybody is trying to have a barbecue.

Mr. Brown: Exactly.

Mr. Young: You're going to smell the sealcoat. It's not toxic to you, but people don't like to hear us. You're going to hear diesel engines running all day.

Mr. Mills: Not on Saturday and Sunday.

Mr. Brown: Can we sniff it?

Mr. Young: You can.

Ms. Witcher: We're still having roofs done because insurance companies have now put a new mandate on roofs. We've got three on our street that are doing roofs now.

Mr. Young: It is a matter of those residents who are being affected that are supposed to have roofs done or worked on. It is giving a heads up. I know it's a real pain because roofers are busy and no one wants to reschedule.

Mr. Mills: Yeah. Sue?

Ms. Witcher: They have three or four days when they are on the roof.

Ms. Frontera: I hope that we're not working on National Drive on October 16th because that's when I have a food truck coming.

Mr. Young: We'll make sure we're not.

Ms. Frontera: Okay. I have to come a couple of days ahead.

Mr. Young: The 15th and 16th. Do you guys have a Halloween event or where grand kids or kids visit or anything like that?

Ms. Frontera: Some people do.

Mr. Brown: A lot of people come from outside the community.

Mr. Young: Right. So, we just want to avoid any special days or holidays. Just make sure we know about that or any special events to avoid those days.

Ms. Frontera: Okay.

Mr. Young: We'll make sure we're not there on the 15th and 16th. We won't be in here at all.

Mr. Mills: There you go.

Ms. Frontera: You'll enjoy the entertainment.

Mr. Young: Yeah, maybe. Just to let you guys know we really appreciate it and are going to do our best to make the impact as low as we can. We're going to be here and working and we're going to do our best. The thing that really can affect us a lot is the weather. Weather is a big factor for us. If we get a week of non-stop rain, it's a challenge. We stop. Then if we find out that we've got a couple of good days, we won't work weekends like we said. We'll go full blast if we can, to try and catch back up.

Ms. Witcher: If they have been delayed with weather for a while, can we say we want to do it on a Sunday?

Mr. Showe: Just let us know.

Mr. Young: Our goal is to be in here four days a week, four to five days, if it's possible. It's long days. Is there a Noise Ordinance?

Ms. Witcher: Usually its 7:00 a.m. to 7:00 p.m.

Mr. Young: Okay. We can push it and make some progress and get it done sooner. If we can get out of your way sooner, we always will try to.

Mr. Mills: Are you going to be here all day, every day, Zack?

Mr. Young: You'll always have people on site. I personally won't be here every day of the project.

Mr. Mills: One of the things you may want to tell your people, is we do have some residents that feel they are god.

Mr. Young: Okay.

Mr. Mills: They will come up and chew you out. If they do, don't pay any attention to them. Call Jason or me and I'll give you my phone number and I'll be glad to handle it for you.

Mr. Young: Appreciate it.

Mr. DePhillips: What our guys on the crew are trained to do, when they're out here and there is a disgruntled person, is to call our office and say, *"Hey, we're going to call our office and let them help you out."*

Ms. Witcher: Yeah.

Mr. DePhillips: That's when you'll get a phone call. Jason, you'll be the site contact for us throughout the four days?

Mr. Showe: Yeah. Then maybe if you could, just let me know who's onsite, so if we have an issue and I need to get a hold of somebody, then I can get a hold of somebody.

Mr. Armans: I do want to remind you, there's a section that we visited together on the corner of Bradwick and Ashwell, that's all concrete. It was repaired as concrete. We said that whole area is not going to get sealed.

Mr. Young: That's correct. If we sealcoat concrete, the sealer will come off in two weeks. It won't stay on. So that spot comes out like a triangle into that intersection. If you were turning right onto Bradwick off of Ashbrook, it's on your right.

Ms. Witcher: Yeah. It's where the fire hydrant is.

Mr. Young: Right by the fire hydrant.

Ms. Witcher: It blew one night. There's a big repair there.

Mr. Showe: Sandy, you missed it. They're going to start on the 26th of September.

Resident (Sandy Schoonmaker, Berwick Way): They are going to start in the South anyway.

Mr. Bosseler: Balmoral.

Resident (Sandy Schoonmaker, Berwick Way): Balmoral is first?

Mr. Mills: Yeah.

Resident (Sandy Schoonmaker, Berwick Way): Lucky Balmoral. Tell us how it goes.

Ms. Witcher: Will you go out of order?

Mr. DePhillips: If we show up, it's possible. Again, there's a lot of things that get assessed the day of the work. If we show up and see a section of driveway where every driveway has cars in it, and we were to knock on the doors and no one answered, my guess is some of the cars were trying to get out...

Ms. Witcher: Eventually, yeah.

Mr. DePhillips: Something is wrong. Our goal is to always make progress every day that we show up. So, we'll do our best not to trap people in their driveways, based on working the section, but if people don't cooperate with notices then...

Mr. Mills: We're going to move right along. Thank you guys so much for your time and your presentation. We greatly appreciate it.

Ms. Witcher: Thank you all.

SIXTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Brown: All right, we're going to move right along with the CDD action items.

Mr. Showe: Yeah, we could do a full report this time. One project that we have coming up is the lake bank restoration. We'll obviously need to coordinate with the vendor in coordination with the roadway project as well to make sure they're not over each other.

Ms. Witcher: You can tell the lake guy?

Mr. Showe: Yeah. Andy and I are going to start working on the tree replacements as well as the sidewalk repair. I just want to thank the entire community for their support over the last month. I've gotten a lot of cards and I really appreciated it. Thank you guys so much. It's really nice. I appreciate it.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything today. No legislative reports for you guys.

ii. District Manager

1. Field Manager's Report

a. Consideration of Preventative Maintenance Agreement for Gates

Mr. Showe: We have a couple of proposals. Andy can go through those.

Mr. Hatton: I don't have copies.

Mr. Showe: There's one for preventative maintenance and a revised one for the swing gate operators

Mr. Hatton: Yeah. We talked about those.

Mr. Brown: I have a question.

Mr. Hatton: It's just an idea.

Mr. Brown: On the Preventive Maintenance Agreement, it talks about maintenance on four gates at the main entrance and four gates at the back. We only have two gates at the back.

Mr. Showe: It's not four gates. It's four operators. The large metal arm operates on a separate operator. So, there is a large metal arm, the one that we painted. That's a separate operator. The up and down one is a separate operator. So, there are actually four operators at the back and four at the front.

Mr. Mills: Yeah. We have two lanes going out and two lanes coming in: that's four and four at the back.

Mr. Brown: Okay.

Mr. Mills: I have an issue with this. There are no parts. No labor. So, what you're paying for basically, is for them to come from Orlando to here.

Mr. Hatton: Yeah.

Mr. Mills: I figured it out. I took \$175 per trip and divided into the number that they gave us. That's 28 trips for the front and rear gates.

Mr. Hatton: Right. That was the idea, Mel, which was to see what this was going to look like and compare it to what we're already paying for. They do come out a lot. But if it's for the same issue, they don't charge us.

Mr. Mills: Right.

Mr. Hatton: This was just to see where we were. It's about \$80 an operator.

Mr. Mills: Yeah.

b. Consideration of Small Project Agreement for Swing Gate Operators

Mr. Hatton: What was the other item, Jason?

Mr. Showe: The revised Small Project Agreement for ACT. There was some discussion in the last meeting that additional operators weren't included.

Mr. Hatton: Yeah. They replaced the entrance operator. The exit operator that you talked about would be getting done at a different time. That number went up because the loops are going bad in the round. That's why the entrance one was cheaper. Because he didn't do that loop, he wants to do all the loops at one time, if he can.

Mr. Showe: There is an additional item that was not in the agreement that you guys approved at the last meeting. We had District Counsel draft up a Small Project Agreement that incorporates the entire scope of the project. I think the Board already approved it. We just need a motion.

Mr. Brown: That's why one of gates went from \$72 to \$98.

Ms. Witcher: Does he have all of the parts so he can do them all at one time?

Mr. Hatton: Yeah.

Mr. Brown: We don't have to get any permits or anything, do we?

Mr. Hatton: No.

Mr. Showe: We would want a motion to approve that Small Project Agreement.

On MOTION by Mr. Brown seconded by Ms. Witcher with all in favor the Small Project Agreement with ACT for the swing gate operators was approved.
--

Mr. Showe: Is there anything else?

Mr. Hatton: Yeah. We're still working on the transponder upfront. It's still not working unless you have a blue Corvette. That seems to be the only car that gets in, unless you hold your transponder right to it. We know that the antennae is bad. They've done some experiments with some loan equipment that didn't work out. So, they're going to send over a transponder receiver input.

Ms. Witcher: My Mini Cooper can go through.

Mr. Hatton: Yeah. Matt said there's one car constantly getting through and occasionally another one. It's just intermittent.

Mr. Mills: This really didn't start until we had that hard rain. I'll bet there was water in that antennae.

Mr. Hatton: Yeah.

Mr. Mills: So, when are they going to replace that?

Mr. Hatton: They're going to send the quote over. It will have to get approved and then we'll come back in.

Mr. Showe: But we won't delay on that. We'll just get it fixed.

Mr. Hatton: We'll probably have it by the end of the day.

Mr. Mills: Okay.

SEVENTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Showe: The next item is the approval of the Check Register. In your General Fund, we have Checks 419 through 441 in the amount of \$65,037.48. In your Capital Projects Fund, we have Checks 123 and 124 in the amount of \$39,999.80 and July payroll in the amount, \$554.10, for a total amount of \$105,591.38. Both Andy and I can answer any questions on those invoices should you have any.

On MOTION by Ms. Witcher seconded by Mr. Brown with all in favor the Check Register for July 1, 2022 through July 31, 2022 in the amount of \$105,591.38 was approved.

B. Balance Sheet and Income Statement

Mr. Showe: No action is required by the Board. We are doing a little better than budget to actuals on our General Fund, so that's in good shape. We are at a 100% collected on our assessments and are in great shape there too.

Mr. Mills: Fantastic.

Mr. Showe: Everything's good.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Carolyn?

Ms. Witcher: We were just talking about the play area and the drainage issue.

Mr. Bosseler: We're going to get a couple of sand bags. Any other storm is not going to affect it. Andy and I are going to take a look at that.

Mr. Mills: Do you have anything?

Mr. Bosseler: No.

Mr. Mills: I want inform residents; they're taking down the tall Palm trees in the front. They're going to be doing it at night because of all the traffic on Wickham Road and cars parked at CVS. So, if you see activity out in the front, they're taking those down.

Mr. Hatton: I just got an alert from Mike. He says September 12th at 9:00 p.m., is when he's going to take those down.

Mr. Mills: September 12th is next Monday.

Mr. Hatton: At 9:00 p.m.

Mr. Mills: We keep getting various dates. I was told this past Monday, then I was told Friday and now it's next Monday.

Resident (Art Breitner, Kingswood): Quick question. Do you think it's prudent to speak to Space Cost Credit Union and ask them whether they would have any problem with some Baytree residents parking in the parking area during the asphalt?

Ms. Witcher: You have that parking lot over there right before you get to the transponders. Isn't there a parking lot right there?

Mr. Bosseler: You can't get in there.

Mr. Showe: They have their own access into that.

Resident (Art Breitner, Kingswood): Once you go through the gate, there's not an open lot inside of there?

Ms. Frontera: Yeah, but you have to get through the gate.

Resident (Art Breitner, Kingswood): So, I guess that's out. Right?

Mr. Bosseler: Well, like Mel said earlier, we have that area where the guards park.

Mr. Showe: They're going to be staging there.

Mr. Brown: You have the grassy area by your house.

Mr. Bosseler: There is the front of the island.

Ms. Witcher: That's IOB property.

Resident (Art Breitner, Kingswood): That's wrong. That's not IOB property. That's our property. They even landscape. But it's our property.

Ms. Witcher: So, we're going to park 10 cars in the yard?

Resident (Art Breitner, Kingswood): No, I'm not talking about parking cars there. I just wanted to verify the fact that we went down that road already.

Mr. Bosseler: We'll figure it out.

Mr. Mills: Yeah, we'll figure it out.

Ms. Witcher: What about where the accountants are?

Mr. Mills: Yeah, they can park on that street.

Ms. Witcher: Are there any businesses there that are viable anymore?

Mr. Mills: No, they're all busy.

NINTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Are there any public comments?

Resident (Dee Waldren, Balmoral): For those who don't know me, I'm the VM for Balmoral and Southpoint. I just wanted to bring something to the CDD's attention. I emailed all of the VMs to inform their residents that we're having a problem in Baytree because of the assumed bird flu that the vultures just brought in everywhere. So, I contacted the Florida Fish & Wildlife Conservation Commission (FWC) for some advice. Their official word is not to touch them, but because they have a foul odor, it's impossible for us not to dispose of them somehow. So, the unofficial word is to double bag them and throw them in the trash or bury them. That's what they're telling us to do. They also want us to fill out a form, letting them know that we have this issue and they may or may not be able to test for bird flu. But I've had neighbors call and say that they dropped dead on the roof and rolled onto their screens. They find them on the golf course, cart trails and dead in trees. My husband already removed three from our backyard. Because of the foul odor, you can't even go out on the lanai. They're also dropping at the zoo. When I consulted with them, they told me that they had dropped dead there as well. I'm not a big fan of them because they destroy our screens, but we don't want to see them die that way. We don't want them on our golf course and on our property. I know there's a lot of property that the CDD has, so I just wanted you to be aware. I sent the link to all residents. If anyone wants it,

who doesn't have it, just email me because it's important for them to know the amount that's happening here.

Mr. Mills: I appreciate that data.

Resident (Dee Waldren, Balmoral): We have the most vultures out of anyone in Florida.

Ms. Witcher: Have you let the golf course know what they've said?

Resident (Dee Waldren, Balmoral): No, I did not.

Ms. Witcher: Maybe you might want to mention to the manager that they're supposed to double-bag and throw them in the garbage.

Mr. Bosseler: There's no manager.

Mr. Brown: They have a temporary manager.

Ms. Witcher: He left again?

Mr. Mills: We haven't seen any at Chatsworth at all.

Mr. Brown: There is a temporary manager. His name is Tom.

Resident (Dee Waldren, Balmoral): We're on the 16th to 18th green on Southpoint. I've seen an alligator coming out of the pond and attack one and kill one right there, but I don't think that had anything to do with the bird flu.

Ms. Witcher: Did the alligator die?

Resident (Dee Waldren, Balmoral): Yes.

Mr. Mills: Are there any other public comments? Thanks again.

Resident (Cody Ray, Balmoral): Is this a good time for me to bring up my issue?

Mr. Mills: Sure.

Resident (Cody Ray, Balmoral): Very good. I just moved into Balmoral a few months ago. During the purchase of the home, it was learned that when Jo-El built our home, they built the home over a drainage easement between my house and the house next to me. It's supposed to be a 10-foot drainage easement. As it currently stands, if that drain ever needs to be worked on and my house gets damaged and banged up, I'm liable for that and have to do all of the repairs and that sort of thing. The previous owner and I are working with Brevard County to get 3 feet vacated so we're safe in that regard. Also, the title company had an issue with us and they did some special exceptions. So, I'm hoping that the more you can help me find a way to take some actions similar to Brevard County, just to vacate a few feet into the easement so that our house can be protected, we're protected from being liable if the house gets banged up.

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

Mr. Pawelczyk: We prepared an Encroachment Agreement to deal with the title issue twice now; one for the old owner and one now for the new owner. I haven't received any comments other than that he won't sign it. It does not mean he's liable. It only means if we have to go in there and cause damage. We don't know where the pipe is. It's in the easement somewhere.

Mr. Mills: Right.

Mr. Pawelczyk: I would assume, since it connects the road to the lake. It is not a private easement by any means. It is a public easement because you are a public entity. The District Engineer left, but I assume there wouldn't be a pipe there if it wasn't essential to the drainage of that area, that room, which protects your homes. So that pipe needs to be there unless you're going to alter the drainage and move, which I think that would be your responsibility to do, because you don't have the title. The way that we wrote the Encroachment Agreement was because when the original owner acquired the property and maintained it with the easement on there, it's the owner's responsibility for what's under that easement. So, if we need to get in there and dig up that pipe, if the pipe collapses, we have to go there and dig up that pipe, otherwise, potentially everybody upland of them is going to flood. Because if the pipes block, you need to obviously repair the drainage. So, if something happens there and we don't know where the pipe is, maybe it's completely on the other side of his neighbor's lot or under that lot, but if we need to get in there and move something, why would the District and its contractor be responsible for any damage that occurs within the easement, which is our easement? That was my only question. We wrote the Encroachment Agreement to alleviate the title issue and allow the owner to say, *"Look, I understand if something happens, you need to get in there."* By the way, we also included a notice provision, because if we need to get in there, we have to notify the owner and let them know, *"Look, we got to get in here. Here's what we going to do. Let's work together to figure out a way."* There's additional engineering. For instance, if it would cost us \$20,000 to replace the pipe, it's going to cost \$5,000 more to make sure that that home which sits in the easement is not damaged. Then the public should not be assessed for that \$5,000. That's what the spirit of the Encroachment Agreement. But like I said, I didn't receive any comments at all other than he indicated that he wouldn't sign it. So, that's all I have to say at this point.

Resident (Cody Ray, Balmoral): Yeah, it sounds like I need to have a conversation with Michael to understand that document. Both the previous owner and I thought that it was very clear that I, the new owner would be liable, if somebody comes in to work on a pipe and they tear the house up, that I get to pay for whatever damage is done.

Mr. Pawelczyk: Well, you'd be responsible for your home if something happens to your home from work that's done in the easement, if it's because we need to access it. Like I said, Jason and I talked about this and I'm willing to work through that document to alleviate the title issue.

Mr. Mills: It sounds you two need to get together.

Mr. Pawelczyk: That would be fantastic.

Resident (Cody Ray, Balmoral): That's great.

Mr. Pawelczyk: I don't understand how a county can come in and remove an easement off of the plat, when it's a public easement and it's necessary for the drainage system. If the county removes the easement, there's a problem.

Mr. Brown: Is there any way that we can actually find out where the pipe is?

Mr. Pawelczyk: You can only vacate an easement if it's not needed. That's the only way you could vacate an easement.

Mr. Showe: If you look at the map, it appears to be almost right under the edge of the house.

Mr. Brown: It does.

Mr. Showe: If you take where the easement is and go dead center, I mean, without going out and locating it specifically.

Mr. Pawelczyk: The engineer told me in all likelihood, the pipe is under the property line.

Mr. Showe: Correct.

Mr. Mills: Under the property line.

Mr. Pawelczyk: Right. Because you have an easement on either side.

Mr. Mills: On either side of the pipe.

Mr. Pawelczyk: On each property. In all likelihood, that's where it should be.

Mr. Mills: Right.

Mr. Pawelczyk: But we already know, with issues that many of you have had with the people that are in here, you don't really know where it could be. So, you're hesitant to do that

unless you were to find out exactly where that pipe was. Even Jason and I said, *“The CDD shouldn't have to go through the cost to locate the pipe to see if we can remove 3 feet of that easement ourselves.”* We rushed through an Encroachment Agreement...

Mr. Showe: It goes from lake to lake.

Mr. Pawelczyk: Because they told us it was a title issue, we brought it to the Board, sight unseen. You never saw it, we just showed you the survey, remember?

Mr. Mills: Right.

Mr. Pawelczyk: And you all were kind enough to fix the title issue for this guy so he could buy the property or the other guy could sell it. I guess we never heard back.

Ms. Witcher: Does the county not know from the infrastructure before the development was done?

Mr. Pawelczyk: I don't know what the county knows.

Resident (Cody Ray, Balmoral): Well, first, thank you for taking that action so we could purchase a home. We love it here. I appreciate the work. Secondly, my understanding is, from speaking with Amber at the county, they're vacating their interest in the easement, but they really don't have an interest.

Mr. Pawelczyk: That's not going to help you.

Resident (Cody Ray, Balmoral): The CDD is not in charge of that. I have no idea what I'm doing. I'm learning as I go. I'm just trying to protect my house from getting banged up or somebody else's house.

Mr. Mills: Well, I think you had Michael need to get together and get this ironed out because the Board wants you to be satisfied.

Resident (Cody Ray, Balmoral): Thank you.

Mr. Showe: I think we all do.

Mr. Brown: Yeah. Like I said, I have to protect our interest, but whatever I can do to be flexible to help you, I'm all for it.

Resident (Cody Ray, Balmoral): Thank you.

Mr. Pawelczyk: While we're brainstorming, he could sign the Encroachment Agreement and if we find out where that pipe is, we can release the encroachment, but right now he has the property. He has it and has the title.

Ms. Witcher: Because Jo-El didn't put that pipe in. It was the guy that did the infrastructure for the development, the one that was originally done.

Mr. Mills: But the encroachment issue has released us if he signs it.

Mr. Pawelczyk: It doesn't release us at all. It protects and cures his title.

Mr. Mills: Exactly.

Mr. Pawelczyk: Because it allows him to maintain the property that's on the easement. I'll talk to him and we can set up a call if he's got somebody else's he's working with. Maybe just try to work through that Encroachment Agreement somehow and make it so it's more palatable to him.

Mr. Mills: Yeah.

Mr. Pawelczyk: I'm doing whatever I can to protect the District.

Mr. Mills: Right.

Mr. Pawelczyk: Granted, it does cover everything.

Mr. Mills: Okay.

Mr. Brown: There is a drainage pipe that goes into that lake.

Mr. Showe: I pulled up the map. I can show it to you. Yes.

Mr. Brown: Can't we snake that pipe backwards to find out whether it's going under his property or not? I've got somebody coming to my house tomorrow to snake it out.

Mr. Showe: I think depending on how much money you want to spend, we can do anything.

Mr. Pawelczyk: Just because I know we don't want to keep talking about this, what I think we should do and I'm not his lawyer, but from a District standpoint, I think we should move through the Encroachment Agreement and revise it in a way that's mutually acceptable, which provides the owner, Mr. Ray and his wife, sufficient notice that we're going in there. So, we can work together to make sure nothing bad happens.

Mr. Mills: Then he's going to have clear title of the property.

Mr. Pawelczyk: Well, the other thing is the likelihood of us even having to go in that easement, is very slim.

Mr. Mills: Exactly.

Mr. Pawelczyk: Unless he used a corrugated plastic and that plastic pipe fades. But if it's a concrete pipe or I don't know what's in there, it's probably not going to fit.

Ms. Witcher: There must be an expense for that.

Mr. Showe: It's here. We'd almost need a diver to go in it.

Ms. Witcher: I know.

Mr. Pawelczyk: Which, to me, is a waste of money to go through that process, unless you need to do it. Don't spend money unless you need to. Mr. Ray does seem like a reasonable guy. He did admit to it.

Mr. Mills: Are there any other public comments? Hearing none,

TENTH 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 V

SECTION A

SECOND AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES

This Second Amendment to the Agreement for Security Services (the “Amendment”) is made and entered into as of the 1st day of October, 2022, by and between:

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

DOTHAN SECURITY, INC., a corporation authorized to do business in the State of Florida, d/b/a DSI Security Services, with offices located at 400 W. 11th St, Suite C, Panama City, Florida 32401 ("Contractor").

RECITALS

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

WHEREAS, the District currently provides security services within the District; and

WHEREAS, the District and Contractor entered into the Agreement for Security Services, dated October 1, 2021, as amended by the First Amendment to Agreement for Security Services, dated April 4, 2022 (collectively, the “Agreement”); and

WHEREAS, the term of the Agreement is scheduled to expire on September 30, 2022; and

WHEREAS, pursuant to Section 1 of the Agreement, the parties desire to extend the term of this Agreement for an additional year through September 30, 2023; and

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

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

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

Section 2. The Term of the Agreement, as set forth in Section 1 of the Agreement is hereby extended for an additional year through September 30, 2023.

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

Section 3. Upon execution by the both parties, this Amendment shall be effective retroactively to October 1, 2022.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jason Showe, Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2022

WITNESSES:

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

Printed Name: _____

Printed Name: _____

Printed Name: _____

Title: _____
Date: _____, 2022

SECTION B

**AGREEMENT BETWEEN ECOR INDUSTRIES, INC., AND
THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
PROVISION OF AQUATIC MANAGEMENT SERVICES**

This Agreement is made and entered into this 1st day of October, 2022 (the "Effective Date"), by and between:

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

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

RECITALS

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

WHEREAS, Contractor submitted proposals attached here as Exhibit "A" and Exhibit "B", for maintenance of the aquatic areas and control structure and for maintenance of the certain natural areas within the District, respectively, each of which incorporated herein and made a part hereof (collectively, the "Proposal");

WHEREAS, the Board of Supervisors of the District selected the Proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic and natural areas management contractor and provide such services to the District.

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. The duties, obligations, and responsibilities of the Contractor are those as described in the Proposal (Exhibit "A" and Exhibit "B"). 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. Contractor shall report to the District Manager or his designee.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in accordance with the Proposal. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors. The compensation schedule, as set forth in the Proposal, is as follows:

Service	Monthly	Annually
Aquatics Management	\$2,930	\$35,160
Natural Areas Maintenance	\$440	\$5,280
Total	\$3,370	\$40,440

SECTION 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

SECTION 5. TERM. This Agreement shall commence on October 1, 2022, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement. This Agreement may be extended for two additional twelve (12) month periods upon mutual agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

SECTION 6. INSURANCE. The Contractor shall maintain the following insurance coverage's during the execution of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- 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
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

SECTION 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a

waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

SECTION 8. 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 9. 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 shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel or terminate this Agreement, in its discretion, at any time upon thirty (30) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

SECTION 11. 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 12. 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 13. 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 14. 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 15. CONFLICTS. In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

SECTION 16. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and

maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSFCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 17. 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 18. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Baytree Community Development District
219 E. Livingston Street
Orlando, FL 32801
Attention: District Manager

With a copy to: 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.

If to Contractor: ECOR Industries, Inc.
2820 Electronics Drive
Melbourne, FL 32935
Attention: President

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jason Showe, Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2022

WITNESSES:

ECOR INDUSTRIES, INC.

Print Name of Witness

By: _____
Title: _____

Date: _____, 2022

Print Name of Witness

Exhibit "A" - Attachment A, Aquatic Service Scope of Work
Exhibit "B" - Attachment B, Natural Areas service Scope of Work



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

ATTACHMENT A

AQUATIC SERVICE SCOPE OF WORK

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

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

One Year: 10/01/22 – 09/30/23
Monthly Thereafter

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

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

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

Optional Services – Quoted As Needed:

- ◆ Triploid Grass Carp - \$12 per fish
- ◆ Mechanical vegetation removal and disposal - \$60 per man hour
- ◆ Dead fish or trash removal and disposal - \$60 per man hour

Service Fees:

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

Monthly Fees \$2,930

AQUATIC SERVICE ADDENDUM

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

BAYTREE COMMUNITY DEVELOPMENT DISTRICT 2022-23
AQUATIC WEED CONTROL
ATTACHMENT A - 30 SITES

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

CONTROL STRUCTURE	LAKE NUMBER	LOCATION DESCRIPTION	ACRES	MONTH
CS-5	L-1A	Kingswood/Berwick	1.67	\$ 75.00
	L-2	Birchington/Sandhurst	8.22	\$ 370.00
	L-3	Hole #5 - East of Tee Box	1.92	\$ 85.00
CS-1	L-3A	Hole #5 - West of Tee Box	2.43	\$ 110.00
CS-6A	L-4	Hole #8	5.84	\$ 260.00
CS-8	L-5 & 6	Deerhurst Drive - East Side	10.64	\$ 475.00
CS-6B	L-7	Royston Lane - Southeast Side	0.63	\$ 30.00
CS-6	L-7A	Royston Lane - Southwest Side	0.37	\$ 30.00
CS-7	L-8, L-8A	Daventry/Bradwick - West Side	3.07	\$ 138.00
CS-4	L-9	Bradwick Way - Lot 28	0.59	\$ 30.00
	L-10	Old Tramway/Linford - North Side	1.78	\$ 80.00
	L-11	Hole #12 Tee Box	0.96	\$ 43.00
	L-11A	Back Gate - South Side	0.98	\$ 44.00
	L-11B	Hole #11 Tee Box	1.45	\$ 65.00
	L-12A	Hole #12 Green - East Side	0.53	\$ 30.00
	L-12B	Hole #12 Green - West Side	1.25	\$ 55.00
	L-12C	Hole #13 Tee Box - West Side	0.92	\$ 40.00
	L-12D	Hole #13 Tee Box - East Side	1.23	\$ 55.00
CS-14	L-13	Hole #13 Fairway and Green	4.01	\$ 180.00
CS-11	L-14	Hole #15 Tee Box - Balmoral Way	2.25	\$ 100.00
CS-13	L-15	Hole #16 Tee Box - Balmoral Way	1.91	\$ 85.00
CS-12	L-16	Hole #16 Green/Hole #17 Tee	1.54	\$ 70.00
	L-17	Hole #18 Green	0.95	\$ 40.00
	L-21	Belford Way	1.64	\$ 70.00
CS-10	L-22	Arundel Way - West Side	2.41	\$ 110.00
	L-23	Old Tramway/Dorset - Southeast Side	2.54	\$ 110.00
CS-3	L-26	Duncastle Court - North Side	0.49	\$ 30.00
CS-2	L-27	Glastonbury Place	0.20	\$ 30.00
CS-16		Hole #1 - West Side		\$ 30.00
	L-28	Balmoral Park	0.20	\$ 30.00
	L-29	North Side of Old Tramway/Chatsworth	0.07	\$ 30.00

MONTHLY FEE

\$ 2,930.00

ANNUAL FEE

\$ 35,160.00

Exhibit "B"



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

ATTACHMENT B

NATURAL AREAS SERVICE SCOPE OF WORK

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

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

One Year: 10/01/22 - 9/30/23
Monthly Thereafter

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

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

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

Optional Services – Quoted As Needed:

- ◆ Mechanical vegetation removal and disposal
- ◆ Plant installation

Service Fees:

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

Every Other Month Service Fee \$880

NATURAL AREAS MANAGEMENT

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

[illegible]

MONTHLY FEE	\$	440.00
ANNUAL FEE	\$	5,280.00

SECTION C

**FACILITY USE AGREEMENT
(Baytree CDD Swimming Pool)**

This is a Facility Use Agreement (the “Agreement”) entered into on this 1st day of October, 2022 (the “Effective Date”), by and among:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, situated in Brevard County, Florida, having the principal address of 219 E. Livingston Street, Orlando, Florida 32801 (the “District”),

and

RENEE HUBERT, an individual, having a principal address of 1283 Millpond Road, Melbourne, Florida 32940 (the “Instructor” or “Contractor”).

WHEREAS, District owns and maintains a swimming pool facility within the boundaries of the District, and which is located at the Baytree development, Brevard County, Florida (the “Facilities”); and

WHEREAS, Instructor has requested the use of a portion of the swimming pool at the times set forth herein for the purpose of conducting water aerobics classes to Baytree residents and other members of the public, and has agreed to pay the District a percentage of the revenues received by Instructor to cover the expenses incurred by the District in administering this Agreement; and

WHEREAS, Instructor represents to District that Instructor has the necessary skill, expertise and capability to act as a water aerobics instructor and to provide such services at District Facilities and is CPR and First Aid Certified and insured; and

WHEREAS, the District Board of Supervisors desires to promote the use of the Facilities and provide, within its powers, recreational opportunities for the community; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated into this Agreement.

2. Use of Facilities. Instructor shall have the qualified right to use, on a non-exclusive basis, the swimming pool at the Facilities on the following days and at the following times, with any alternative times to be coordinated in writing with the District Manager of the District:

Day of Week	Times	Description
Monday, Wednesday, Friday	9:00 AM – 10:00 AM and 3:00 PM – 4:00 PM	Water Aerobics
Tuesday, Thursday	3:00 PM – 4:00 PM	Water Aerobics

3. Conditions of Use. The Instructor's use of the Facilities as permitted pursuant to Paragraph 2 above is subject to and limited by the following terms and conditions:

- a. Water Aerobics Classes. Instructor expects to charge up to \$10.00 per class, but may make available discounts for the purchase of multiple classes. Classes shall be one-hour in length and shall be held in accordance with the schedule above.
- b. Signage. Instructor shall place signage at the Facilities in a conspicuous location, said signage and location to be approved by the District Manager of the District or his designee (the "District Manager") to advise and inform the public that a portion of the swimming pool is reserved and will be used by Instructor when conducting classes during the designated times set forth in Paragraph 2 above. When possible, Instructor shall make every effort to accommodate those using the swimming pool while classes are conducted (i.e. accommodate a lap swimmer).
- c. Clean-Up. After each daily use of the Facilities, Instructor shall remove and properly dispose of all garbage, debris and equipment arising out of or in any way connected with Instructor's use of the Facilities.
- d. Expansion of Use. At the sole discretion of and upon additional conditions imposed by the District Manager, the use of the Facilities by the Instructor may be expanded, depending on public use of the Facilities and any other reasons deemed reasonable by the District Manager, as ratified by the District Board of Supervisors.
- e. Equipment and Supplies. Instructor shall be responsible for bringing her own equipment and appropriate supplies and safety items attendant to Instructor's class and Instructor's use of the Facilities.
- f. Change of Schedule by District. It is acknowledged by the parties that District reserves the right and flexibility hereunder to schedule other events at or otherwise limit Instructor's use of the Facilities during the term stated herein. To that end, notwithstanding any provision herein to the contrary, District, through its District Manager, has the absolute option and unqualified right to cancel a scheduled date or time for use by Instructor upon five (5) calendar days' advance notice to Instructor.
- g. Limitations on Use. The Facilities are to be used by the Instructor for water aerobics instruction and training and for no other purposes, without prior written consent of the District. Instructor shall not use the Facilities in any manner constituting a violation of any ordinance, statute, regulation, rule, or order of any governmental authority, including the District, nor will the Instructor maintain or permit any nuisance to occur on or at the Facilities.
- h. Swimming Pool. Instructor will ensure that any participants under his care or instruction wear attire appropriate for use in a public swimming pool. Instructor will also ensure that no material or substance harmful to the Facilities is brought into or released into or onto the swimming pool and

Facilities by Instructor or any participants in Instructor's classes.

- i. Priority. With respect to water aerobics or other instruction authorized by this Agreement, Instructor agrees to give priority to Baytree residents, where appropriate and to the extent permitted by applicable law.
- j. Participants. Instructor shall conduct camps and lessons in such a manner, so as not to unreasonably interfere with any individuals utilizing the swimming pool or the Facilities.
- k. Background Screening. Prior to conducting any classes to children, Instructor shall first undergo background screening performed by the District Manager's office or an agent of the District or shall offer proof of such background screening to the District Manager, as such screening is required by applicable Florida Statutes.
- l. Daily log. Instructor shall maintain a daily log of water aerobics classes and usage by Instructor. This log shall include the names and times of all persons utilizing the services provided by Instructor under this Agreement. The daily log shall include the addresses of those persons utilizing the services provided by Instructor and shall indicate whether such person is a resident or non-resident of Baytree. The daily log shall be maintained on a daily basis and be available to the District at all times for purposes of monitoring court usage. Copies of the pertinent sections of the daily log shall be provided by Instructor to District with the payment required in Paragraph 5.
- m. Advertising. Instructor shall not advertise, without the express written permission of the District Manager of the District, by printed means or otherwise, his services or his use of the Facilities under this Agreement outside the Baytree community.

4. Term and Termination. The term of this Agreement shall be for a period commencing on the Effective Date and continuing through September 30, 2022 ("Initial Term"). The Initial Term of this Agreement may be extended for additional one (1) year terms with additional conditions at the discretion of the District Board of Supervisors (each additional one-year term being an "Extension Term"). Any extension of the Initial Term shall be in writing. This Agreement may be terminated by District for cause upon ten (10) days notice to Instructor or immediately for convenience at any time and at the District's discretion upon notice to Instructor. Instructor may cancel the Agreement at any time and for convenience upon thirty (30) days notice to the District.

5. Fee to District. Instructor agrees to pay a fee, on a monthly basis as consideration for the right to use the Facilities as provided in this Agreement, an amount equal to 1/10 (10%) of the gross revenues received by Instructor in conducting classes and activities provided for under this Agreement and which revenues are received by Instructor in connection with any private lessons. Such payments shall be paid in arrears and shall be due on or before the 1st day of each even-numbered month. Instructor shall pay the District within ten (10) days of the expiration of the Extension Term or any earlier termination of this Agreement any amounts due under this provision. All payments shall be sent or delivered to

District Manager at the address set forth in Paragraph 12 below.

6. Records. Instructor shall preserve and make available, upon request by the District or in response to any public records request, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of audit findings. The District shall have the right to examine and audit the Instructor's books and records during regular business hours.

7. Default. Each of the following shall be deemed a default by the Instructor:

- a. Failure to pay the fee or any other required costs or expenses as herein provided when due.
- b. Failure to perform any act to be performed by the Instructor hereunder or to comply with any condition or covenant contained herein.

In the event of any default provided above and the continuance of such default after ten (10) days' written notice is given by District to Instructor, this Agreement shall terminate at the option of the District.

The failure of the District to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default and no waiver of any condition or covenant of this Agreement by either party shall be deemed to constitute a waiver by either party of any default for the same or any other condition or covenant.

8. Damage or Alteration to Premises. Instructor shall not injure, mar, or deface the premises, and shall not cause or permit to be driven nails, hooks, tacks, screws or any similar items into any part of the Facilities, and will neither make nor allow to be made any alterations at anytime. Except as otherwise permitted by the District Manager or this Agreement, Instructor shall not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, posters or cards of any description, inside, in front or on any part of the Facilities. Instructor shall not permit any alterations of or upon any part of the Facilities without the express written permission of District. If the Facilities, or any portion of the Facilities, during the term of this Agreement shall be damaged or altered by the act, default or negligence of the Instructor or its agents, employees, patrons, guests or any person admitted to the premises by the Instructor, Instructor will pay to District upon demand such sum as shall be necessary to restore the Facilities to its pre-damage condition. The Instructor assumes full responsibility for the acts, omissions and conduct of all persons admitted to the Facilities, premises or any portion of them by the consent of Instructor, or with the consent of any persons acting for or on behalf of the Instructor.

9. Insurance. Instructor shall purchase and maintain throughout the Initial Term and any Extension Term, at no cost to District, Comprehensive General Liability Insurance with minimum combined single limits of at least Five Hundred Thousand Dollars (\$500,000.00) covering all claims arising directly or indirectly out of the services outlined by

this Agreement which insurance shall include the District as an additional named insured. Instructor acknowledges that as an independent contractor, Workers' Compensation Insurance not required, but may be purchased by Instructor at no cost to District, for Instructor's own benefit. All said insurance policies shall be endorsed to provide District with thirty (30) days prior notice of cancellation and/or restriction. Instructor shall file all required Certificates of Insurance with the District Manager for approval prior to commencement of services under this Agreement. Insurance policy (ies), individually or collectively, shall provide coverage for the individual Instructor named as a part to this Agreement.

10. Indemnification. During the Initial Term and any Extension Term thereof, Instructor agrees to indemnify and hold District harmless from any and all claims, demands, damages, liabilities, losses and expenses (including reasonable attorneys fees incurred in the defense of any such claims, demands, etc.) which may arise or be claimed against District for any injuries or damages to the person or property of any person, firm, or corporation, consequent upon, or arising from, the occupancy and operation of the Facilities by Instructor, or consequent upon or arising from Instructor's failure to comply with any other of the laws, statutes, ordinances or regulations applicable to such occupancy and use of the Facilities or which are consequent upon or arise from District's ownership of the Facilities and any duties derived therefrom. District shall not be liable to Instructor for any damages, losses or injuries to Instructor's person or property which are consequent upon or arising from District's ownership of the Facilities or consequent upon Instructor's occupancy and use of the Facilities, or whether such damages, losses or injuries are caused by acts of neglect, active or passive, or omissions of the District, its agents servants, employees or contractors or any other person, firm or corporation and Team hereby agrees to indemnify District and to defend and hold District harmless from any and all claims, demands, damages, liabilities, losses or expenses (including reasonable attorneys fees incurred in the defense of any such claims, demands, etc.) which may arise or be claimed against District and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about or upon the Facilities. This indemnification provision shall survive the expiration or termination of this Agreement.

11. Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant of rent by the District at any time when the Instructor is in default of any covenant or condition hereof be construed as a waiver of such default. The rights of the parties under this Agreement shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights or alternative sets of rights arising under this Agreement or other rights or remedies available at law in equity.

12. Notice. Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, and sent by EMAIL, certified or registered mail or by overnight delivery by Federal Express, DHL, or other recognized courier, addressed as follows:

District: Baytree Community Development District
Attn: District Manager
219 E. Livingston Street
Orlando, Florida 32801
Email: jshowe@gmscfl.com

with copies to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Attn: Michael J. Pawelczyk, District Counsel
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Email: mpawelczyk@bclmr.com

Instructor: Renee Hubert
1283 Millpond Road
Melbourne, Florida 32940
email: moslmimi@yahoo.com

The addresses may be changed from time to time by either party by serving notice as above required.

13. Assignment. The Instructor shall not assign this Agreement in whole or in part without the express written consent of the District Board of Supervisors.

14. Independent Contractor. Instructor and District agree that Instructor is an independent contractor with respect to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Instructor nor employees of Instructor shall be entitled to any benefits, including but not limited to health and dental insurance, wellness, pension, or workers compensation accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or otherwise assuming the duties of an employer with respect to Instructor or any employee of Instructor.

15. Disputes. The District Manager or other such person designated by the District Manager shall be responsible for the enforcement of this Agreement which shall include, but not be limited to, providing any and all notices required or permitted herein. In the event of any dispute arising hereunder between the parties or in the event any violation is reported to the District Manager or is brought to his attention, the District Manager shall investigate the same and shall request information from the Instructor relating to the dispute or violation. Such information shall be provided by the Instructor within a reasonable time. Upon receipt of information requested from the Instructor or in the event the information is not provided within a reasonable time by the Instructor, the District Manager shall take such action and make recommendations as necessary. The decision of the District Manager pursuant to this paragraph shall be final and binding upon the Instructor.

16. No Liability for Personal Property. All personal property placed or moved into the Facilities shall be at the risk of the Instructor or the owner of the personal property, and District shall not be liable for any damage to personal property, or to the Instructor, for

damages arising from any act of negligence of any occupants, guests, invitees or trespassers at the Facilities.

17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue for purposes of any litigation being in Brevard County.

18. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather, shall be enforced to the extent permitted by law.

19. Construction of Terms. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

20. Modification. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement. This Agreement cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

21. Attorney's Fees. In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees for services rendered in connection therewith. This provision extends to appellate proceedings and post judgment proceedings to the extent permitted by Florida law.

22. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23. Destruction of Facilities. In case the Facilities or any part of it shall be destroyed by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by the District impossible, then this Agreement shall terminate. The Instructor waives any claim for damages if the Agreement is so terminated, or if the premises are so damaged as to render the fulfillment of this Agreement impossible.

24. Public Records.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

By: _____
Print name: _____
Chair/Vice-Chair
_____ day of _____, 2022

INSTRUCTOR

RENEE HUBERT, an individual

Witnesses:

Print Name

Print Name

By: _____
Renee Hubert
_____ day of _____, 2022

SECTION D

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

BAYTREE COMMUNITY DEVELOPMENT DIST.
C/O GOVERNMENTAL MGMNT SERVICES

OCTOBER 1, 2022

SWIMMING POOL SERVICE CONTRACT

1. SERVICE

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

Service will be on the following seasonal schedule:

June through August- FIVE days per week at \$1,100.00 per month
September through May- THREE days per week at \$900.00 per month

Holiday Schedule:

There will be no service offered on Thanksgiving Day, Christmas Day, and New Years day. Normal service will resume on the next scheduled service day.

Federal holidays (not listed above) will be treated as chemical only service days.

2. REPAIRS, PARTS, AND SERVICE CALLS

Association or Management Company authorization will be required for all repairs, and are billed separately from monthly service. Estimates for repairs will be submitted via email and scheduled after approval. In the case of an emergency repair, verbal authorization may be required. Repairs are billed at a rate of \$125.00 per hour for labor, plus the cost of materials used. Service calls due to discrepancy/ deficiency of Beach Pool Service will not incur additional charges.

Service calls made during business hours are billed at a rate of \$125.00 per hour, with a minimum of \$125.00

After hours service calls and emergency service calls are billed at a rate of \$225.00 per hour, with a minimum of \$225.00

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

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

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

3. CONTRACTS AND CANCELLATION

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

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

3. EXCEPTIONS

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

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

Payment should be mailed to:

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

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

BEACH POOL SERVICE:

BAYTREE COMMUNITY:

DATE : _____

DATE: _____


SIGN:: _____

SIGN: _____

PRINT: Katie Luszczyk- Vice President

PRINT: _____

SECTION E

From: Michael J. Pawelczyk mjp@bclmr.com 
Subject: Baytree CDD - 8175 Belford Way: New Owner
Date: September 16, 2022 at 3:44 PM
To: jshowe@gmscfl.com
Cc: Cody Ray codynjulie@gmail.com, Stacie Vanderbilt svanderbilt@gmscfl.com, Cari Urrutic currutic@gmscfl.com

MP

Jason:

I had the opportunity to speak with Cody Ray via telephone conference on September 15, 2022. At this time, the Rays do not wish to execute an Encroachment Agreement. Their request is for the Board to consider that the area of the easement encroached upon by the Ray's house structure be vacated. I explained to Mr. Ray that District staff would not be supporting a vacation without first confirming that that portion of the easement is not needed by the District and that the vacation of which would not adversely impact any infrastructure (drainage pipes) included within the easement. That being said, it would still be up the Board, regardless of the findings. Mr. Ray seems amenable to agree to pay the reasonable costs associated with the District's Engineer determining what type of pipe is located within the easement, what other infrastructure is within the easement, the location within the easement of such pipe and infrastructure, and a recommendation as to whether or not the portion of the easement over which the Ray home is situated can be vacated. Any reports should also, I believe, include an inspection of the drainage pipe to verify that it is structurally sound.

If the District Board were to authorize the District to continue to move forward with such an investigation and report, Mr. Ray would be amenable to paying the District Engineer providing that he approves the cost of the proposal in advance. I also explained to Mr. Ray, that if a vacation is authorized by the Board, a legal description of the area to be vacated would also need to be prepared by the District Engineer's office and that there would be a cost for preparation of the same.

Mr. Ray would like this item included as part of the next agenda for consideration by the Board of Supervisors. I have copied Mr. Ray on this email in the event he has anything to add.

Should you have any questions or wish to discuss this further, please do not hesitate to contact me.

Michael J. Pawelczyk, Esq.

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard | 6th Floor | Fort Lauderdale, FL 33301
Phone: 954/764-7150 | Fax: 954/764-7279 | E-mail: mpawelczyk@bclmr.com
Website: www.billingcochran.com

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SECTION F

RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE BAYTREE COMMUNITY DEVELOPMENT
DISTRICT APPROVING AMENDMENTS TO THE
GENERAL FUND BUDGET FOR FISCAL YEAR 2022 AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2021-03 the Baytree Community Development District Board of Supervisors (the “Board”) adopted a General Fund, Budget for Fiscal Year 2022; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2022.

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

1. The General Fund Budget for Fiscal Year 2022 is hereby amended and restated as set forth on the Fiscal Year 2022 Budget attached hereto as **“Exhibit A”**.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2022 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 2022.

ATTEST:

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

Secretary

By: _____

Its: _____

Baytree

Community Development District



**Amended Budget
FY 2022**



Table of Contents

General Fund

Page 1-2

Baytree
Community Development District
Amended Budget FY 2023
General Fund

Description	Adopted Budget FY2022	Increase / (Decrease)	Amended FY2022	Projected FY2022
<u>Revenues</u>				
Maintenance Assessments	\$905,346	\$0	\$905,346	\$908,276
Miscellaneous Income (IOB Cost Share Agreement)	\$43,269	\$1,050	\$44,319	\$44,319
Miscellaneous Income	\$9,250	\$0	\$9,250	\$6,202
Beginning Fund Balance	\$0	\$20,955	\$20,955	\$115,607
Total Revenues	\$957,865	\$22,005	\$979,870	\$1,074,404
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$8,000	\$3,000	\$11,000	\$10,800
FICA Expense	\$612	\$230	\$842	\$826
Engineering	\$35,000	(\$15,000)	\$20,000	\$19,078
Assessment Administration	\$7,500	\$0	\$7,500	\$7,500
Attorney Fees	\$18,000	\$7,000	\$25,000	\$24,615
Annual Audit	\$3,265	\$0	\$3,265	\$3,265
Management Fees	\$42,166	\$0	\$42,166	\$42,166
Information Technology	\$1,650	\$0	\$1,650	\$1,650
Website Maintenance	\$1,150	\$0	\$1,150	\$1,150
Telephone	\$250	(\$250)	\$0	\$0
Postage	\$1,500	\$800	\$2,300	\$2,265
Insurance	\$19,058	\$6,859	\$25,917	\$25,917
Tax Collector Fee	\$18,107	\$0	\$18,107	\$18,197
Printing & Binding	\$1,500	(\$300)	\$1,200	\$1,084
Legal Advertising	\$1,500	\$800	\$2,300	\$2,216
Other Current Charges	\$3,000	(\$2,250)	\$750	\$714
Office Supplies	\$250	(\$100)	\$150	\$120
Property Taxes	\$250	\$150	\$400	\$326
Property Appraiser	\$234	\$0	\$234	\$234
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
Administrative Expenditures	\$163,167	\$939	\$164,106	\$162,296

Baytree
Community Development District
Amended Budget FY 2023
General Fund

Description	Adopted Budget FY2022	Increase / (Decrease)	Amended FY2022	Projected FY2022
<u><i>Operation and Maintenance</i></u>				
Security Contract	\$185,056	\$13,444	\$198,500	\$197,397
Gate Maintenance Contract	\$1,200	(\$450)	\$750	\$650
Maintenance - Gatehouse	\$9,500	\$25,500	\$35,000	\$34,626
Telephone/Internet - Gatehouse/Pool	\$14,500	(\$7,500)	\$7,000	\$5,674
Transponders	\$5,000	\$7,000	\$12,000	\$11,722
Field Management Fees	\$29,545	\$0	\$29,545	\$29,545
Electric	\$51,500	\$500	\$52,000	\$51,833
Water & Sewer	\$12,650	\$3,350	\$16,000	\$15,823
Gas	\$6,500	\$2,000	\$8,500	\$8,312
Trash Removal	\$577	\$18	\$595	\$595
Maintenance - Lakes	\$36,696	\$0	\$36,696	\$36,240
Maintenance - Landscape Contract	\$97,650	(\$2,329)	\$95,321	\$95,321
Maintenance - Additional Landscape	\$15,000	\$3,000	\$18,000	\$17,750
Maintenance - Pool	\$18,700	\$4,300	\$23,000	\$22,118
Maintenance - Irrigation	\$8,775	\$475	\$9,250	\$9,075
Maintenance - Lighting	\$8,000	(\$1,000)	\$7,000	\$6,306
Maintenance - Monuments	\$4,000	\$4,000	\$8,000	\$7,345
Maintenance - Fountain	\$700	\$0	\$700	\$700
Maintenance - Other Field (R&M General)	\$4,000	\$11,000	\$15,000	\$13,564
Maintenance - Recreation	\$1,500	\$1,500	\$3,000	\$2,896
Holiday Landscape Lighting	\$14,000	(\$3,500)	\$10,500	\$10,258
Operating Supplies	\$750	\$0	\$750	\$0
Sidewalk/Curb Cleaning	\$15,000	(\$5,000)	\$10,000	\$8,900
Miscellaneous	\$1,000	\$2,000	\$3,000	\$2,537
O&M Expenditures	\$541,799	\$58,308	\$600,107	\$589,186
Total Expenditures	\$704,966	\$59,247	\$764,213	\$751,482
<u><i>Other Financing Uses</i></u>				
Transfer Out - Capital Projects- Paving - Baytree	\$75,370	\$0	\$75,370	\$75,370
Transfer Out - Capital Projects - Paving - IOB Funds	\$24,630	\$0	\$24,630	\$24,630
Transfer Out - Capital Projects - Reserves	\$78,392	\$0	\$78,392	\$78,392
Transfer Out - Community Beautification Fund	\$37,265	\$0	\$37,265	\$37,265
Transfer Out - Rebalance First Quarter Operating	\$37,242	(\$37,242)	\$0	\$0
Total Other Financing Uses	\$252,899	(\$37,242)	\$215,657	\$215,657
Total Expenditures & Other Financing	\$957,865	\$22,005	\$979,870	\$967,139
Excess Revenues/(Expenditures)	\$0		\$0	\$107,265

SECTION VII

SECTION A

Baytree

Community Development District

Summary of Check Register

August 1, 2022 to August 31, 2022

Fund	Date	Check No.'s	Amount
General Fund	8/4/22	442 - 444	\$ 9,336.56
	8/11/22	445 - 446	\$ 8,610.52
	8/23/22	447 - 453	\$ 12,121.86
			<hr/> \$ 30,068.94
Payroll	<u>August 2022</u>		
	Carolyn E. Witcher	50571	\$ 184.70
	Gilbert M. Mills Jr.	50572	\$ 184.70
	Janice Hill	50573	\$ 184.70
	Richard L. Brown	50574	\$ 184.70
			<hr/> \$ 738.80
			<hr/> \$ 30,807.74

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/23/22	00200	7/27/22 1802486	202207 320-53800-34500	SECURITY 7/21-7/27/22	*	3,966.48	
		8/03/22 1802560	202208 320-53800-34500	SECURITY 7/28-8/3/22	*	3,966.48	
DOTHAN SECURITY INC							7,932.96 000450
8/23/22	00039	7/27/22 424637	202207 320-53800-47000	NATURAL AREA MAINT JULY22	*	790.00	
ECOR INDUSTRIES							790.00 000451
8/23/22	00194	7/12/22 2163-646	202207 320-53800-49100	ACM SIGN	*	536.98	
FASTSIGNS							536.98 000452
8/23/22	00074	7/28/22 387846	202207 320-53800-46200	LIFE RING	*	242.80	
SPIES POOL, LLC.							242.80 000453
TOTAL FOR BANK F						30,068.94	
TOTAL FOR REGISTER						30,068.94	

BAYT --BAYTREE-- MBYINGTON

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
August 31, 2022



Table of Contents

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

Baytree
Community Development District
Combined Balance Sheet
August 31, 2022

	<i>General Fund</i>	<i>Capital Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Fund	\$ 210,728	\$ -	\$ 210,728
Capital Reserves	\$ -	\$ 24,559	\$ 24,559
Pavement Management	\$ -	\$ 457,433	\$ 457,433
Community Beautification	\$ -	\$ 32,810	\$ 32,810
<u>Investments:</u>			
Custody	\$ 1,030	\$ -	\$ 1,030
Due from Beautification	\$ 13,250	\$ -	\$ 13,250
Prepaid Expenses	\$ 8,046	\$ -	\$ 8,046
Total Assets	\$ 233,054	\$ 514,802	\$ 747,856
Liabilities:			
Accounts Payable	\$ 75,004	\$ -	\$ 75,004
Due to General Fund	\$ -	\$ 13,250	\$ 13,250
Total Liabilities	\$ 75,004	\$ 13,250	\$ 88,254
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 24,559	\$ 24,559
Pavement Management	\$ -	\$ 457,433	\$ 457,433
Community Beautification	\$ -	\$ 19,560	\$ 19,560
Nonspendable:			
Prepaid Items	\$ 8,046	\$ -	\$ 8,046
Unassigned	\$ 150,004	\$ -	\$ 150,004
Total Fund Balances	\$ 158,050	\$ 501,552	\$ 659,602
Total Liabilities & Fund Balance	\$ 233,054	\$ 514,802	\$ 747,856

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	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	\$ 8,479	\$ 5,284	\$ (3,195)
Total Revenues	\$ 957,865	\$ 947,327	\$ 947,062	\$ (265)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 8,000	\$ 8,000	\$ 10,000	\$ (2,000)
FICA Expense	\$ 612	\$ 612	\$ 765	\$ (153)
Engineering	\$ 35,000	\$ 32,083	\$ 17,078	\$ 15,006
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Attorney Fees	\$ 18,000	\$ 18,000	\$ 23,115	\$ (5,115)
Annual Audit	\$ 3,265	\$ 3,265	\$ 3,265	\$ -
Management Fees	\$ 42,166	\$ 38,652	\$ 38,652	\$ 0
Information Technology	\$ 1,650	\$ 1,513	\$ 1,513	\$ -
Website Maintenance	\$ 1,150	\$ 1,054	\$ 1,054	\$ 0
Telephone	\$ 250	\$ 229	\$ -	\$ 229
Postage	\$ 1,500	\$ 1,500	\$ 1,990	\$ (490)
Insurance	\$ 19,058	\$ 19,058	\$ 25,917	\$ (6,859)
Tax Collector Fee	\$ 18,107	\$ 18,107	\$ 18,197	\$ (90)
Printing & Binding	\$ 1,500	\$ 1,375	\$ 1,000	\$ 375
Legal Advertising	\$ 1,500	\$ 1,500	\$ 2,216	\$ (716)
Other Current Charges	\$ 3,000	\$ 2,750	\$ 589	\$ 2,161
Office Supplies	\$ 250	\$ 229	\$ 119	\$ 110
Property Taxes	\$ 250	\$ 250	\$ 326	\$ (76)
Property Appraiser	\$ 234	\$ 234	\$ 234	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 163,167	\$ 156,087	\$ 153,704	\$ 2,383

Baytree
Community Development District
General Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
<u>Operations & Maintenance</u>				
Security Contract	\$ 185,056	\$ 169,635	\$ 176,998	\$ (7,363)
Gate Maintenance Contract	\$ 1,200	\$ 1,200	\$ 650	\$ 550
Maintenance - Gatehouse	\$ 9,500	\$ 9,500	\$ 27,297	\$ (17,797)
Telephone/Internet - Gatehouse/Pool	\$ 14,500	\$ 13,292	\$ 5,158	\$ 8,134
Transponders	\$ 5,000	\$ 5,000	\$ 11,722	\$ (6,722)
Field Management Fees	\$ 29,545	\$ 27,083	\$ 27,083	\$ 0
Electric	\$ 51,500	\$ 47,208	\$ 47,433	\$ (225)
Water & Sewer	\$ 12,650	\$ 12,650	\$ 14,423	\$ (1,773)
Gas	\$ 6,500	\$ 6,500	\$ 8,212	\$ (1,712)
Trash Removal	\$ 577	\$ 529	\$ 545	\$ (16)
Maintenance - Lakes	\$ 36,696	\$ 33,638	\$ 32,825	\$ 813
Maintenance - Landscape Contract	\$ 97,650	\$ 89,513	\$ 87,360	\$ 2,153
Maintenance - Additional Landscape	\$ 15,000	\$ 15,000	\$ 17,750	\$ (2,750)
Maintenance - Pool	\$ 18,700	\$ 18,700	\$ 20,090	\$ (1,390)
Maintenance - Irrigation	\$ 8,775	\$ 8,775	\$ 8,920	\$ (145)
Maintenance - Lighting	\$ 8,000	\$ 7,333	\$ 6,306	\$ 1,027
Maintenance - Monuments	\$ 4,000	\$ 4,000	\$ 7,345	\$ (3,345)
Maintenance - Fountain	\$ 700	\$ 642	\$ 525	\$ 117
Maintenance - Other Field (R&M General)	\$ 4,000	\$ 4,000	\$ 12,027	\$ (8,027)
Maintenance - Recreation	\$ 1,500	\$ 1,500	\$ 2,896	\$ (1,396)
Holiday Landscape Lighting	\$ 14,000	\$ 14,000	\$ 10,258	\$ 3,742
Operating Supplies	\$ 750	\$ 688	\$ -	\$ 688
Sidewalk/Curb Cleaning	\$ 15,000	\$ 15,000	\$ 8,900	\$ 6,100
Miscellaneous	\$ 1,000	\$ 917	\$ 537	\$ 380
Subtotal Operations & Maintenance	\$ 541,799	\$ 506,301	\$ 535,259	\$ (28,957)
Total Expenditures	\$ 704,966	\$ 662,388	\$ 688,962	\$ (26,574)
Excess (Deficiency) of Revenues over Expenditures	\$ 252,899		\$ 258,100	
<u>Other Financing Uses:</u>				
Transfer Out - Capital Projects- Paving - Baytree	\$ 75,370	\$ 75,370	\$ 75,370	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ 24,630	\$ 24,630	\$ 24,630	\$ -
Transfer Out - Capital Projects - Reserves	\$ 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	\$ 215,657	\$ 215,657	\$ -
Net Change in Fund Balance	\$ 0		\$ 42,443	
Fund Balance - Beginning	\$ -		\$ 115,607	
Fund Balance - Ending	\$ 0		\$ 158,050	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
<u>Revenues</u>				
BCA Contribution	\$ 40,000	\$ 40,000	\$ 33,000	\$ (7,000)
Interest Income	\$ 100	\$ 92	\$ 4	\$ (88)
Total Revenues	\$ 40,100	\$ 40,092	\$ 33,004	\$ (7,088)
<u>Expenditures:</u>				
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	\$ -	\$ -	\$ 454	\$ (454)
Capital Outlay	\$ 10,000	\$ 10,000	\$ 19,390	\$ (9,390)
Total Expenditures	\$ 111,000	\$ 40,000	\$ 90,684	\$ (50,684)
Excess (Deficiency) of Revenues over Expenditures	\$ (70,900)		\$ (57,680)	
<u>Other Financing Sources/(Uses)</u>				
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		\$ 20,712	
Fund Balance - Beginning	\$ 2,046		\$ 3,847	
Fund Balance - Ending	\$ 9,538		\$ 24,559	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
<u>Revenues</u>				
Interest Income	\$ 75	\$ 69	\$ 34	\$ (34)
Total Revenues	\$ 75	\$ 69	\$ 34	\$ (34)
<u>Expenditures:</u>				
Bank Fees	\$ -	\$ -	\$ 397	\$ (397)
Total Expenditures	\$ -	\$ -	\$ 397	\$ (397)
Excess (Deficiency) of Revenues over Expenditures	\$ 75		\$ (362)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In - Baytree	\$ 75,370	\$ 75,370	\$ 75,370	\$ -
Transfer In - IOB	\$ 24,630	\$ 24,630	\$ 24,630	\$ -
Total Other Financing Sources (Uses)	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Net Change in Fund Balance	\$ 100,075		\$ 99,638	
Fund Balance - Beginning	\$ 378,345		\$ 357,795	
Fund Balance - Ending	\$ 478,420		\$ 457,433	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
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)	
<u>Other Financing Sources/(Uses)</u>				
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	\$ 388	\$ -	\$ 5,284
Total Revenues	\$ 564	\$ 210,468	\$ 612,857	\$ 25,409	\$ 28,480	\$ 10,369	\$ 31,239	\$ 6,665	\$ 9,035	\$ 11,589	\$ 388	\$ -	\$ 947,062
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,000	\$ 800	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 600	\$ 800	\$ -	\$ 10,000
FICA Expense	\$ 77	\$ 61	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 61	\$ 46	\$ 61	\$ -	\$ 765
Engineering	\$ -	\$ -	\$ 425	\$ 1,595	\$ 615	\$ -	\$ 1,858	\$ 4,483	\$ 3,045	\$ 1,588	\$ 3,470	\$ -	\$ 17,078
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Attorney Fees	\$ 3,915	\$ 630	\$ 1,980	\$ 788	\$ 1,755	\$ 2,588	\$ 3,105	\$ 2,340	\$ 1,215	\$ 885	\$ 3,915	\$ -	\$ 23,115
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	\$ 3,514	\$ -	\$ 38,652
Information Technology	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ 138	\$ -	\$ 1,513
Website Maintenance	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ 96	\$ -	\$ 1,054
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 544	\$ 187	\$ 29	\$ 319	\$ 16	\$ 287	\$ 276	\$ 14	\$ 295	\$ 14	\$ 8	\$ -	\$ 1,990
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	\$ 122	\$ -	\$ 1,000
Legal Advertising	\$ -	\$ -	\$ 171	\$ -	\$ -	\$ 167	\$ -	\$ 153	\$ -	\$ 1,725	\$ -	\$ -	\$ 2,216
Other Current Charges	\$ 143	\$ 36	\$ 99	\$ 39	\$ 40	\$ 32	\$ 39	\$ 40	\$ 40	\$ 39	\$ 40	\$ -	\$ 589
Office Supplies	\$ 23	\$ 0	\$ 1	\$ 23	\$ 23	\$ 1	\$ 1	\$ 16	\$ 1	\$ 16	\$ 15	\$ -	\$ 119
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	\$ 8,758	\$ 12,178	\$ -	\$ 153,704

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Security Contract	\$ 17,018	\$ 13,878	\$ 13,858	\$ 17,262	\$ 13,615	\$ 13,594	\$ 15,246	\$ 20,679	\$ 15,866	\$ 16,149	\$ 19,832	\$ -	\$ 176,998
Gate Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650
Maintenance - Gatehouse	\$ 3,505	\$ 1,821	\$ (675)	\$ 840	\$ -	\$ 725	\$ 375	\$ 315	\$ 4,809	\$ 8,091	\$ 7,491	\$ -	\$ 27,297
Telephone/Internet - Gatehouse/Pool	\$ 451	\$ 451	\$ 473	\$ 451	\$ 451	\$ 466	\$ 466	\$ 476	\$ 476	\$ 476	\$ 516	\$ -	\$ 5,158
Transponders	\$ -	\$ -	\$ -	\$ 874	\$ -	\$ -	\$ -	\$ 323	\$ -	\$ -	\$ 10,524	\$ -	\$ 11,722
Field Management Fees	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ 2,462	\$ -	\$ 27,083
Electric	\$ 3,999	\$ 4,095	\$ 4,224	\$ 4,408	\$ 4,348	\$ 4,287	\$ 4,466	\$ 4,281	\$ 4,400	\$ 4,454	\$ 4,473	\$ -	\$ 47,433
Water & Sewer	\$ 1,096	\$ 806	\$ 943	\$ 988	\$ 1,452	\$ 2,058	\$ 1,694	\$ 2,255	\$ 463	\$ 1,327	\$ 1,341	\$ -	\$ 14,423
Gas	\$ -	\$ 376	\$ 1,466	\$ -	\$ 1,221	\$ 2,283	\$ 1,471	\$ 820	\$ 441	\$ 105	\$ 28	\$ -	\$ 8,212
Trash Removal	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ 545
Maintenance - Lakes	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ 3,415	\$ 2,625	\$ -	\$ 32,825
Maintenance - Landscape Contract	\$ 7,750	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ 7,961	\$ -	\$ 87,360
Maintenance - Additional Landscape	\$ -	\$ 3,000	\$ -	\$ 290	\$ 344	\$ 3,591	\$ 1,740	\$ 5,990	\$ 640	\$ 690	\$ 1,465	\$ -	\$ 17,750
Maintenance - Pool	\$ 1,628	\$ 2,319	\$ 1,436	\$ 1,261	\$ 1,269	\$ 1,153	\$ 2,061	\$ 1,740	\$ 3,282	\$ 1,748	\$ 2,195	\$ -	\$ 20,090
Maintenance - Irrigation	\$ 150	\$ 66	\$ -	\$ 252	\$ 593	\$ 380	\$ 2,219	\$ 271	\$ 285	\$ 4,176	\$ 528	\$ -	\$ 8,920
Maintenance - Lighting	\$ 3,046	\$ -	\$ -	\$ 143	\$ -	\$ 378	\$ 356	\$ 264	\$ 937	\$ -	\$ 1,184	\$ -	\$ 6,306
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	\$ 6,070	\$ -	\$ 12,027
Maintenance - Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43	\$ 2,045	\$ -	\$ -	\$ -	\$ 808	\$ -	\$ 2,896
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	\$ 47,987	\$ 52,206	\$ 69,554	\$ -	\$ 535,259
Total Expenditures	\$ 87,395	\$ 50,784	\$ 65,815	\$ 49,200	\$ 45,617	\$ 52,056	\$ 62,415	\$ 72,352	\$ 60,631	\$ 60,964	\$ 81,732	\$ -	\$ 688,962
Excess Revenues (Expenditures)	\$ (86,831)	\$ 159,684	\$ 547,042	\$ (23,791)	\$ (17,137)	\$ (41,688)	\$ (31,176)	\$ (65,687)	\$ (51,596)	\$ (49,376)	\$ (81,344)	\$ -	\$ 258,100
<u>Other Financing Sources/Uses:</u>													
Transfer Out - Capital Projects- Paving - Baytree	\$ -	\$ -	\$ -	\$ 21,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,762	\$ -	\$ 75,370
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	\$ 53,762	\$ -	\$ 215,657
Net Change in Fund Balance	\$ (86,831)	\$ 159,684	\$ 547,042	\$ (123,791)	\$ (17,137)	\$ (78,953)	\$ (31,176)	\$ (65,687)	\$ (51,596)	\$ (74,006)	\$ (135,106)	\$ -	\$ 42,443

Baytree
Community Development District
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments	\$	943,222.00	\$	943,222.00
Net Assessments	\$	905,493.12	\$	905,493.12

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Discount/Penalty	Interest	Net Receipts	100.00%	100.00%
						O&M Portion	Total
11/10/21	ACH	\$13,303.90	(\$702.07)	\$0.00	\$12,601.83	\$12,601.83	\$12,601.83
11/23/21	ACH	\$206,000.00	(\$8,292.62)	\$0.00	\$197,707.38	\$197,707.38	\$197,707.38
12/08/21	ACH	\$597,222.00	(\$23,888.89)	\$0.00	\$573,333.11	\$573,333.11	\$573,333.11
12/21/21	ACH	\$40,153.28	(\$1,330.17)	\$0.00	\$38,823.11	\$38,823.11	\$38,823.11
01/11/22	ACH	\$25,898.39	(\$763.91)	\$0.00	\$25,134.48	\$25,134.48	\$25,134.48
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