

*Baytree Community
Development District*

Agenda

October 4, 2023

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

September 27, 2023

Board of Supervisors
Baytree Community

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, October 4, 2023 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Engineer's Report
 - A. Presentation of Annual Report
3. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
4. Consent Agenda
 - A. Approval of Minutes of the August 2, 2023 Board of Supervisors Meeting
5. Agenda
 - A. Consideration of FY2024 Contract Renewals
 - i. Aquatic Management Agreement
 - ii. Security Services Agreement
 - iii. Janitorial Services Agreement
 - B. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2023
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. District Manager
 - iii. Field Manager
 1. Consideration of Quote for Guardhouse Counter/Cabinet Replacement
 2. Consideration of Proposal for Lake Fountain Cleaning and Maintenance
7. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Jeremy LeBrun

Jeremy LeBrun,
District Manager

Cc: Michael Pawelczyk/Dennis Lyles, District Counsel
Peter Armans, District Engineer
Darrin Mossing, GMS

SECTION II

SECTION A



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800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: jlebrun@gmscfl.com

June 23, 2023

Ms. Jeremy LeBrun
District Manager
Baytree Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

Subject: **District Engineers Report - 2023
Baytree Community Development District
Section 9.21 of the Master Trust Indenture**

Dear Mr. LeBrun:

In accordance with Section 9.21 of the Master Trust Indenture for the Baytree Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonable good repair.

We have reviewed the Operation and Maintenance budget for the Fiscal Year 2024 and believe that it is sufficient for the proper operation and maintenance of the Baytree CDD.

In addition, and in accordance with this Section 9.21 of the Master Trust Indenture, we have reviewed the current limits of insurance coverage and we believe that this is adequate for the community.

Should you have any questions or require additional information, please contact me at (321) 354-9656.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Armans", written over a faint circular stamp.

Peter Armans, PE
District Engineer
Baytree Community Development District

PA:ap

QQ: \BaytreeCDD_50129054\Adm\Reports\Annual Engineers Report\District Engineer's Report 2023_06-23-2023

SECTION IV

SECTION A

MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, August 2, 2023 at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum were:

Melvin Mills	Chairman
Richard Brown	Vice Chairman
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary
April Simmons	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Michael Pawelczyk	District Counsel
Peter Armans (<i>via phone</i>)	District Engineer
Andy Hatton	Field Manager
Bob Eksten	BCA President
Joanne Wagner	IOB
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Brown called the meeting to order at 1:30 p.m. and Mr. LeBrun called the roll. The Pledge of Allegiance was recited. All Supervisors were present.

- **Security**

Mr. Brown: We were going to have Security next, but they are not here.

SECOND ORDER OF BUSINESS

Engineer's Report

A. Pavement Visual Inspection Report

B. Presentation of Stormwater Report and Lake Banks Discussion

Mr. LeBrun: I still do not have Peter yet on the phone.

THIRD ORDER OF BUSINESS

Community Updates

A. Security

There being none, the next item followed.

B. BCA

Mr. Mills: Bob?

Mr. Eksten: I can just give an update on the drainage issue, which was the big issue that has been before our Board. The committee we appointed, was unable to get really anything done. The owners of the golf course are non-cooperative. The summation that I got from the last correspondence from Mr. Wayne Wilkerson was, and I quote, *"The results of that conversation was Mr. Charles Staples, the Chairman, said 1) Do not come onto the property without permission and 2) Water coming from the golf course is the responsibility of the homeowner and or their builder and 3) Any legal action initiated by homeowners would be a big mistake."* That's very upsetting. So, what we determined, and I'm going to cut this and make this really short, is that the BCA has no standing in this issue. We have no property; therefore, we would no way to be part of a lawsuit or any legal action against the golf course. What I have recommended, is for people that have a drainage issue, go to code enforcement at the county. They will probably also send you to the Natural Resources Department and they may in fact also have you get in contact with St. John's. So, since I am one of the homeowners that is very much adversely affected by the drainage on the golf course, I have done exactly that. I went and talked to several different people. I talked to Ms. Elizabeth Eunizio at the code enforcement office. She was very sympathetic. I showed her pictures of my completely flooded lanai and the water coming off of the golf course cascading into my lanai. She said that shouldn't happen. I also gave her a copy of the correspondence that we sent to the golf course and the response that I just read to you. Then I spoke to Mr. Bob McClure of the Natural Resources Department and gave him copies of our correspondence, of everything, because I kept detailed records of all the correspondence. He was very sympathetic, saying, *"They cannot tell you that. We can come in there anytime we want to, to look at the drainage. They cannot threaten you if you try a lawsuit. That is a big mistake."* He wasn't happy with them. He provided me with the drainage plans for my neighborhood and got me in contact with the St. John's River Water Management District (SJRWMD). Mr. John Juliana from that department came out to me at my home on the 24th. We walked behind and looked at the drain. I showed him pictures of the big drain behind my home. I have pictures on my cellphone of when the rain came and how it was a big lake. Then a day later, when everything was clear, sunny skies and everything else had dried off, there was still a big lake

directly over that drain. I said, in my 22 years of living at that address, I have never once seen any attempt to clear the drains. He took note of that. I took him down the fairway to Mr. Rick Brown's house and a next neighbor, showed him the drains, which he said are way too small to handle the kind of drainage that they would get from the golf course. They said that they are probably plugged as well. We looked at the other plans and found that there are some plans that may not have ever been accomplished. They got permits, but never did them. Unfortunately, all of the contracts that we made with the developers were with Mr. Clay Clark, who hasn't been involved in Baytree for 25 years. So, they are working on it. They will get back to me, but if you have a problem, go see the people that I saw and get them involved. Speak for yourself. Address your own individual issue and they will act on it. It's going to take time. They both said, it will be weeks before we can really get this resolved, but they are on it. In my case, both the Department of Natural Resources and St. Johns are looking into it. By the way, for the CDD's benefit, he asked what the drainage was like in Baytree, overall. I said, *"Well, I can assure you that at the last CDD meeting, it was made clear that all of the drains, all of the gutters and so forth, are open and ready for the hurricane season."* He was very pleased with that. So, that's all I'm going to say about that. That's been a huge issue. It's been going on for a year. I know the expectation was that one of our Boards originally thought that the CDD should be part of this, but as it stands, you have to take your own actions to get this done. Mike, if you have any comment, I'd appreciate it, but that's kind of what I'm saying. The other troubling point is that it really isn't clearly defined in any of the county statutes about the drainage. So, it's a little bit definite. You can't just build something and have it draining to your next-door neighbor. But in this case, there's no just a real simple answer to it.

Mr. Pawelczyk: The common law is you should keep your drainage on your own property, absent of an easement or other rights that are granted to you to drain somewhere else. I don't know what easements or if any, the CDD has over the golf course property or your property or residential property. I don't think that there are any regulations saying that unless they installed drains, that they have to keep them open. But that's where St. John's comes into play.

Mr. Eksten: No. If you have drains, you have the duty as a property owner to maintain the drains. That's what I haven't been able to find in the Statutes.

Mr. Pawelczyk: I don't think it's a Statute. It's just common law that you have to maintain your property.

Mr. Eksten: We're kind of operating at common law.

Mr. Pawelczyk: Look, I don't know anything about this particular case per se and the facts, but the facts matter and if that drain is on golf course property and it's routinely clogged and flooding your property, then you would have a cause of action against the owner of the land where the drain is, that's not being maintained. Hopefully you don't have that. Knowing you, Bob, you don't want a cause of action. You just want it fixed.

Mr. Eksten: Right. It's not that difficult.

Mr. Pawelczyk: Is it a French drain?

Ms. Simmons: It's not a French drain. It's a regular drain.

Mr. Pawelczyk: So, the water drains from there and then draws drains presumably into a golf course lake.

Ms. Simmons: The other thing we were told is private property to private property, is not part of the BCA.

Mr. Pawelczyk: Its part of the CDD. I think it is.

Mr. Mills: Anything else, Bob?

Mr. Eksten: No.

Mr. Mills: Alright. Thank you very much. I appreciate it.

- **Engineer's Report**

Mr. Mills: Peter? You're up.

Mr. Armans: I have two items for the Engineer's Report.

- **Pavement Visual Inspection Report (Item 2A)**

Mr. Armans: The first one is we did the drive-through for the inspection of the pavements. Then we stepped out to look at things, if needed, to identify areas that would be candidates for a mill and resurface within the next few years. We submitted a map that's in your agenda. I highlighted in red, all of the areas that we think should be milled and resurfaced, with some notes on which areas should have the intersections done as well. The high priority areas are highlighted in red. The inspection was done on July 20th. There are some estimated costs for doing all of this work, if it's done this year. We just had some recent mill and resurface costs done for some other communities and they came on average between \$18.60 per square yard. The total square yardage for the areas highlighted in red is about 27,000. There's one road,

Southpointe Court, that was highlighted, as it could potentially be done while we're in the southern part of the CDD. That would cost about \$50,000. Without Southpointe Court, if it was done this year, the cost to mill and resurface, would be about \$500,000, but we don't need to do that right away. It could be spaced out over two to three years.

Mr. Mills: Peter, I have a question. I noticed that the part of the road from Baytree Drive to Linford Court, is not a priority, but when we walked that stretch of the road, it was very evident to me and also to the sealing company, that that should have been milled and resurfaced and it was not.

Mr. Armans: Let me look at a map here, just make sure we're looking at the same thing. You said on Baytree Drive from Old Tramway Drive...

Mr. Mills: To Linford Court. You have it marked in red, but it's not marked priority like Sandhurst Drive.

Mr. Armans: You mean its marked in purple? The underlined purple and yellow, is just traffic.

Mr. Mills: No, it's underlined in red.

Mr. Armans: Linford Court, is that what you said?

Mr. Mills: Yes.

Mr. Armans: Okay. Baytree Drive between Linford Court. I'm sorry, I still can't find that.

Mr. Mills: From Baytree Drive to Old Tramway Drive, down to Linford Court, is this little section.

Mr. Brown: It's really the intersection of Old Tramway Drive and Linford court.

Mr. Armans: Okay. So, that section is highlighted?

Mr. Mills: Remember, we walked that part. That part is really, really bad. In fact, the sealing guy said it should have never been sealed. It should have been milled and resurfaced before it was even sealed.

Mr. Armans: Again, are we talking about the area that is highlighted in red or a different area?

Mr. Mills: It is highlighted in red.

Mr. Armans: So, if it's highlighted in red, what is the question?

Mr. Mills: That area is worse than any of the other areas that you have defined. To me, that is a very high priority.

Mr. Armans: Sure. So, we didn't break all of what was highlighted in red into different priorities, but we have field notes saying if we were to space this out over a couple of years, we would definitely tackle areas like that one first.

Mr. Mills: Okay.

Mr. Armans: Unless we're going to do it all together in one year, then it wouldn't matter.

Ms. Hill: How many square feet are we talking about?

Mr. Brown: 27,000 at \$18.50 a square yard.

Mr. Armans: It's about \$500,000.

Ms. Hill: It's a shame we didn't do this review a year ago.

Mr. Mills: Especially that area at Linford Court. That's going to crumble probably in the very near future.

Mr. Armans: Yeah. If we were to break this up into two sections, we would probably do the southern part of the CDD, along with that one area we're talking about and then the remaining could be done another year or we can look at the specific condition of each of them, to see if there are any other areas that are in that same condition. We had a Traffic Condition Assessment Engineer drive it. I could speak to him, if we wanted to break it up over a couple of years.

Ms. Hill: The sealant was supposed to buy us more time.

Mr. Brown: And there's no increase in the assessment.

Ms. Hill: For at least five years.

Mr. Mills: Peter, what bothers me, and I'm sure it bothers the rest of the Board, is the fact that we should have known this prior to us sealing. We were led to believe that sealing, upon your recommendation, was going to carry us for another five to six years and in some areas possibly 10 years. And now we're coming back with a story that these are high priority areas, which really is, in my opinion, very unprofessional.

Mr. Armans: So, I can guarantee you that we've never mentioned the 10-year number when it came to sealing. I can guarantee you that. We can check the minutes of previous meetings. If the contractor said that, maybe during a meeting, it was like they're advertising their product, that would not have been our recommendation. What I do remember is that we would have said three to five years.

Mr. Mills: That's correct.

Mr. Armans: That it would extend the life of a pavement up to three to five years before you have to do a mill and resurface.

Mr. Mills: That's correct. We did say that.

Mr. Armans: Or another treatment.

Mr. Mills: Right.

Mr. Armans: Now that doesn't mean that there were no areas that needed a mill and resurface. When we priced this out, we priced it as two different areas based on priorities and then we decided to do it all as one project. I don't recall that that was a specific engineering recommendation that we have to do it all. I think we gave options. We identified high traffic areas and what should be done first, what should be done second, but to do the entire community, I don't know if it was a financial decision or what the reasoning behind it was, specifically, but we had two different areas, based on heaviness of traffic. I'm pretty sure our recommendation was that it would extend it three to five years.

Mr. Pawelczyk: That's right.

Mr. Armans: With those areas, if you came back in three to five years, depending on the condition of the existing pavement, it would still be a mill and resurface. It's just not going to deteriorate as quickly, now that the aggregates are tied together and sealed together. It just slows down the deterioration on it in the areas that already deteriorated. The only reason why we came back to do this mill and resurface, was because some of the areas where the color of the pavement was changing too fast, is probably aesthetically unpleasing to some people. Our response to that, was that it was expected for areas where there was a little bit more deterioration than everywhere else. That triggered the conversation of milling and resurfacing. It's not entirely for the condition of the road because some of these roads will survive another three to five years before you do another treatment. But it was more that some of the coloring is changing too fast, which is because the aggregate is projecting. The only way to resolve that projecting aggregate, is to do a mill and resurface. So, a big part of that is a conversation about how it looks.

Mr. Mills: Peter, I'm going to quote you. I think you made the comment that you inspected all of the roads and the roads were in good shape in order to have the sealing done. Is that not correct?

Mr. Brown: Correct. That was my understanding.

Ms. Hill: That was my understanding.

Mr. Armans: I'm not sure what you mean by your quoting me. We actually had a contractor come out to look and see if the pavement was a good candidate for the application we're doing. It's accurate that it was a good candidate. Back then, we were super clear that it was going to change color very quickly, but that does not mean that it's not working. However, when it started changing color, multiple people were concerned. People started speaking up in the community. So, we went back and looked at it and we told you the reason why it's changing color is because it's slightly more deteriorated than some areas. That does not mean, again, that the recommendation was wrong. That means just aesthetically, it's not as pleasing as areas where the aggregate was not projecting as much. Is that making sense?

Mr. Mills: Not from what I understand from the very beginning.

Mr. Armans: So, if we take the aesthetics out of it, the community can go another three years. You don't have to do anything. If you're bothered by the aggregate that is projecting and is going to continue to change color, then the only thing that can be done is a mill and resurface. And I'm not talking about resurfacing it for the roadway condition. I'm talking about resurfacing it so the color is not changing and bothering you and aesthetically displeasing.

Ms. Hill: I have a question.

Mr. Armans: So, actually, I think that probably most of the conversation that we're having, is mostly about how it looks, the condition of the pavement.

Mr. Mills: No. Not at all. Jan has something she wants to say.

Ms. Hill: You sent Nick, a nice young man, who was a Civil Engineer, to cover our entire community and he did a very fine job. Incidentally, I followed Nick throughout our community for over three hours and urged him take pictures of everything he found worrisome. One of the things that he pointed out to me, was that there was material surfacing through cracks. And that was our concern. It had nothing to do with appearance. It had to do with an indication of the deterioration of the bedrock that we sealed.

Mr. Armans: Correct. So, if we were to talk about those areas, those are very finite locations. That's not where it's highlighted in red. All we need to do, is just in those areas where there are cracks, which is a small area, that would have been the only area where we could have said, *"Hey, don't seal those areas and wait until you mill and resurface."* But that's not everything that's highlighted in red. So, are there some locations where it is deteriorated? Yes, absolutely. Is it everything highlighted in red? No, it's not. Is it everything in the community?

No, it's not. Again, you're probably talking about very specific local areas, not areas where we are saying, if you wanted to mill and resurface, this is where you would go.

Ms. Hill: Okay.

Mr. Armans: I'm familiar with what you're referring to. We looked at those locations where you can clearly see the bedding coming through the cracks or sand.

Ms. Hill: Yeah. We are getting ready to do our budget and you are saying, within one to two years, a third of our community is going to need milling and resurfacing. Is that not correct?

Mr. Armans: Are you asking me if I'm saying that the entire community needs to be milled and resurfaced within one or two years?

Ms. Hill: No. 30%. The red areas.

Mr. Armans: Okay. So, the red areas are about 30% of the community.

Ms. Hill: Yes.

Mr. Armans: That's the number I didn't mention earlier. It's that's about 30% of the community. If you look at the previous recommendations that we had done when we budgeted for this project, I'm looking at a spreadsheet that we had sent out, we said there are two options; to do 25% of the community every three years or to do 40% of the community and then go back and do 60% of the community. Those are the two ways we recommended doing a mill and resurface. We can do either of those. We can wait three years and do 25% of the community, which is almost everything highlighted in red. Then the community would be fine. Now, again, there are local areas, where there's that cracking that we're referring to. In those areas, we can do spot repairs and just wait the three to four years before we do anything else. Where we would go first to do mill and resurface in three years, would be the areas highlighted in red.

Ms. Hill: So, you're saying that we have three years to accumulate sufficient funds to do 30% of our community.

Mr. Armans: I don't know about the funds. I'm just talking about the condition of the road. I believe the last thing that I've heard at some point, was there was probably about \$300,000 for roadway resurfacing in the budget right now. Jeremy can confirm that.

Mr. Brown: Not anymore.

Mr. Mills: Not anymore.

Ms. Hill: No.

Mr. Brown: \$82,000 of it went for the sidewalks.

Ms. Hill: Over \$200,000 went to the sealing.

Mr. Brown: Right?

Mr. Armans: Yeah. I don't know if the \$300,000 was before or after the sealing job.

Ms. Hill: Before.

Mr. Armans: Yeah. We don't do anything with the budget itself. We just gave cost estimates and we did it based on the number. I can tell you that this was done earlier this year. Actually, it was done in 2023 and the sealing job was done in 2022. So, if I'm understanding correctly, that \$300,000 was after the sealing job, because we were asked to project the cost based on the current amount in the budget.

Mr. LeBrun: Yes. For our proposed Fiscal Year 2024 Payment Management Fund, we were looking at \$356,257. That's under the beginning fund balance of \$323,019 and then you add in the transfer from the BCA of \$25,000 and \$8,000 from IOB. That's in our Proposed Budget for Fiscal Year 2024.

Ms. Hill: But that's \$200,000 short of what we're going to need.

Mr. Mills: Yeah, that's what bothers me, Peter. I'm sorry, but I can't let you off the hook on this. We were basically told that the foundation of our roads was in good shape and that the sealer would give us three to five years longevity. We could then accumulate the money to get the paving, milling and resurfacing accomplished. That is not what happened.

Mr. Brown: But not for the entire community.

Mr. Mills: Right?

Mr. Armans: I would disagree. The only reason why we did this, is because of the aesthetics of the road. Now, there's an exception that there may be some point repairs somewhere where we're having the cracking. That is the only exception. We're not recommending doing a mill and resurface today or next year. We are saying that we can wait three years to accumulate the funds before we do a mill and resurface.

Mr. Mills: Are there any other questions for Peter? Jan?

Ms. Hill: No?

Mr. Mills: Okay. That's it. Thanks, Peter.

Mr. Pawelczyk: We still have the stormwater report.

Mr. Armans: Okay. Are we done with this topic? Because I want to make sure we're clear. We did not say that we need to do a mill and resurface. The reason this came up, is

because the coloring changed and we said the only reason this is changing color, is because the aggregate is projecting. If specific point repairs have to be done, that doesn't mean we have to do a mill and resurface. I just want to be really clear on this.

Mr. Brown: No, we're clear, in the sense that you just told us that we have three to five years before we have to resurface the roads and you would recommend that we resurface the roads marked in red first.

Mr. Armans: Yeah. I would say in three years, we would do about 30% of the community. We said 25% before and I think 25% to 30% is a pretty close number. So, in three years, we would do 30% of the community, which are the areas highlighted in red.

Mr. Brown: That's what you have in your budget for roads.

Mr. Armans: The rest of the community can wait the five years. I'm also saying that areas that have cracks, if we need to do point repairs, we can do point repairs.

Mr. Mills: We will need to monitor that.

Mr. Armans: So, if you would like, we can identify those specific areas with the cracks and then either get a different cost for fixing those pieces or just monitor them as you recommended.

Mr. Mills: I would say let's just monitor them at this point.

Mr. Armans: Alright. I hope this clarifies things.

- **Presentation of Stormwater Report and Lake Banks Discussion** (*Item 2B*)

Mr. Armans: Moving on to the stormwater report. This is the yearly report that we do. We go out and inspect the lakes and make recommendations. You have a report in front of you that includes a map, showing the areas that we inspected and the locations where we believe needs repairs or needs to be addressed. A lot of these things are erosions or cracks and structures or erosion around structures, missing grates and so on. In a lot of our communities, we provide this report to the management company and then some items are self-performed, while others are contracted out. So, where we would go from here is, GMS can review this. Based on that, we can start getting quotes for other work, either us or GMS can do it.

Mr. Brown: I have a question on some of the lakes. On Lake 14, you said that the concrete flume needs attention. It's cracked. That flume is off the golf cart pathway on Hole 14. Why is that ours? Shouldn't that be the golf courses?

Mr. Bosseler: There are no homes around that lake.

Mr. Brown: No. They are behind the green.

Mr. Armans: Are you asking if the lake is ours or if it's the golf courses?

Mr. Brown: Well, the lake is ours, but it's off of the cart path.

Mr. Armans: Yeah. All of the lakes that are permitted under the CDD, even if they're right next the golf course. They are still under the maintenance responsibility of the CDD, unless there is specific agreement with the golf course to maintain those areas. Communities would have agreements with the golf course to maintain certain areas that they share frontage with, like on the lake that has some frontage with the golf course and with homeowners, they would share some of that maintenance responsibility. But if that's not in place, then it's all permitted under the CDD.

Mr. Mills: It is our responsibility, Peter, you're right. I have a question with regard to Chatsworth Drive, where Andy and I and a contractor went down and looked. You have it marked, "*Shoreline erosion and outfall pipe.*" That is correct. However, you don't have it listed as sediment buildup and that lake is full of sediment. Am I not correct, Andy?

Mr. Hatton: It appears to be.

Mr. Mills: It's really bad.

Mr. Armans: The lake bottom has a lot of sediment?

Mr. Mills: It absolutely does.

Mr. Armans: Okay. I mean, it could be that the day they showed up, there was more flow that they didn't see that. It's hard for them to see that from the surface. Yeah, if that's the case, then the way to address that is to do some dredging.

Mr. Mills: We had discussed that at a previous meeting. We had a contractor come out and look at that lake, because that lake always floods into those homes down there and also out in the street. It's a very low-lying area to begin with. He said the only way we could help compensate for that is to either lower the pipe, make it larger or dredge the lake because it is full of sediment. It comes from a contractor telling Andy and I that.

Mr. Armans: Yeah. I would agree with dredging, but lowering the pipe or changing the discharge, basically changes the treatment capacity. To do that, is a huge undertaking. It's basically redesigning all of the drainage area. Basically, the bottoms of these lakes are determined by the water table. So, to try to change that, we don't have a whole lot of room to

move. Where the water table is, we go a foot above that, and that's typically where they lay the bottom of the lake when they originally designed it. Now, to try to change that, means you're changing the capacity of the pond. If you raise or reduce the discharge structure, that changes the capacity of the pond. That's a design change. Basically, you would have to show everything that drains to it, can be treated at that new capacity. So, I think dredging it is the way to go, because that could be under maintenance. We're restoring the lake bottom. We don't need to re-permit anything, but to change the discharge of the water, is basically a permit and a design change.

Mr. Mills: Good to know. Thank you.

Mr. Brown: So, those lakes can't be raised or lowered by SJRWMD?

Mr. Mills: That's what he's saying.

Mr. Armans: You can, if you want to basically redesign the stormwater for that drainage basin. But I'm saying that's a major change.

Mr. Brown: Because you have another lake.

Mr. Armans: That's the effort they would do early on when they're designing the community.

Mr. Mills: We had that checked and that discharge was open. Correct?

Mr. Brown: Correct.

Mr. Mills: We thought at first it may be blocked, but it's not. It's open.

Mr. Brown: Yes.

Mr. Mills: Okay.

Mr. Brown: The same is on that drainage at Bradwick that drains into the lake on the Suntree lake.

Mr. Mills: Yup. Are there any questions from the Board?

Mr. Brown: Can we ask for the budget number for these.

Mr. Mills: Yeah. Do you have a budget number for these?

Mr. Armans: No, we didn't prepare costs because, again, we don't know if GMS can self-perform some of this or it would be contracted out.

Mr. Mills: It would be contracted out.

Mr. Armans: Okay. Who does the typical maintenance around the pond? Because some of this stuff is basically just planting some areas and adding some. There are some simple things, such as adding some shells or rock to reduce erosion. GMS does not do any of that?

Mr. Mills: We have a contractor that comes in and reconstructs the bank edges and fills it in. He's a certified lake bank restorator and he's done some others within the development. It's surprising to me that we have spent money over the last ten years to have a lot of these lake bank restorations completed and to see what you've come up with, sort of shocks me.

Mr. Brown: All the other ones were done by the previous engineering company.

Mr. Mills: Yeah.

Mr. Armans: There was an analysis done a few years ago with a program that I think you guys were following.

Mr. Mills: Yes.

Mr. Armans: We weren't involved in that, but lake banks will keep moving. A lot of times it just keeps happening and to stop it, we have to restore the lake banks. As long as water is going up and down, it's going to always cause some erosion issues. I'm not saying that the previous engineer didn't do a good job. I'm just saying that some of these things are recurring.

Mr. Mills: If we use riff wrap, which is rock, does that have to be permitted through St. John's?

Mr. Armans: Typically, if small rock is being used to stop erosion, I don't believe it has to be permitted.

Mr. Mills: Okay.

Mr. LeBrun: Historically, over the last three years, we sent this report to American Shoreline Restoration. They will look at it and prioritize it and look at our budget. For example, last year we did 771 linear feet and roughly \$34,000 is our budget. That's what's historically has been done here. They identified those critical areas and then we work with that contractor. Andy is able to work with a lake management vendor. Some of this, GMS can knock out as Peter said on the maintenance side of things. But similar to previous years, I can get this to our contractor, who has done some of the work in the past and let them know the Board's wishes.

Mr. Mills: Peter, the timeline with regard to identifying what you said needs attention, are we talking one year, two years, three years, four years, five years? What are we talking about?

Mr. Armans: From a compliance perspective, this report does not go to the Water Management District or to the bonding company. We usually provide a letter that says the infrastructure is in good working, maintainable order. Now, if you're asking from a compliance perspective, it doesn't have to be done right away, but if we're asking from a deterioration

standpoint, I would say that we need a program to do all these areas at the same rate that we were doing the previous program, as much as we can every year, because it's just going to continue to deteriorate. There are some areas, where if it starts to approach property lines, property owners typically don't like that and we would not want it to encroach on property lines. So, I think we should continue the program with the contractor that's been doing the work, has been doing a fantastic job and whatever amount that's in the budget, we can prioritize areas for them to continue to do that.

Mr. Mills: Well, I think we actually need a prioritized schedule so that we know how much money we have in order to accomplish this. Because when we come up for next year's budget, we have quite a bit of capital expenditures that's going to be needed. If you're saying that we need to do some of this ASAP, we're going to need what does need to be done ASAP so that we have the money to do it.

Mr. Armans: Sure. So, the things that says, "*Need attention*," which is I believe is everything in this report, I think if these things are addressed within the next couple of years, that should be fine. There's not a ton of things on here.

Mr. Mills: Okay.

Mr. Armans: There are twelve items. Again, they don't have to be done right away. It can be done within the next year or two.

Mr. Mills: Okay.

Mr. Brown: Some are easier than others.

Mr. Mills: Does the Board have any questions for Peter? That's all we have, Peter. Do you have anything else?

Mr. Armans: I do not. If you have any concerns, please bring them to our attention. We're doing everything we can and we bring experts out to look at things to make sure you get the best recommendation. So, if you have any concerns about anything, please feel free to talk to us about it.

Mr. Mills: Okay? Very good. Thank you.

Mr. Armans: Thanks, guys.

Mr. Mills: Okay, I'm going to reserve comments that I'd like to make at the end with regard to the engineering company.

**Mr. Armans left the meeting.*

C. Isles of Baytree

Mr. Mills: Since Joanne's here, let's go with the Isles of Baytree (IOB) update.

Ms. Wagner: We've had quite a bit of repairs that we've had to do in our Clubhouse. I think I kind of mentioned it. They replaced our air conditioner. We are in the process of getting our cameras replaced with digital ones because they are 15 years old. We're going to go out to the parking lot and out the zoo gate so we can see what's going on, because we've had vandalism, plus we've had some not very nice behavior going on in the Clubhouse. So, we've got to get that under control. We've got some people talking about the Palms looking bad and wanting us to get the landscapers to clean it out. I said, "*The landscapers don't clean.*" We're dealing with that and we're doing our budget right now. We are probably going to see a pretty substantial increase because our vendors are all increasing their costs and everybody's seen that. We haven't gotten our insurance bill yet, which I'm afraid to get. Ours is pretty hefty on that Clubhouse because of the pool area. I have a Social Committee now and we're going to start having social things. I think someone had mentioned something about the Clubhouse. I think I talked to Jackie about it. When I had my Board meeting, the Board turned it down completely, but I wasn't really given a chance because our CAM from Leland Management pretty much shot it down, because of the liability for other people renting that Clubhouse. I don't understand that part of it. People are people and I think she's incorrect with that. I think that I'm going to call the insurance company myself, because I don't see what the difference would be if people are renting it. A lot of times people will rent it, like if somebody lives in IOB, but then their family members want to have something there. So, residents are renting it on behalf of somebody else. I'm going to have another Board meeting probably at the end of September and we're going to re-address that. We may make some provisions just for the Baytree residents. I really do understand not going outside and having everybody in Brevard County being able to rent that Clubhouse, because we had a lot of vandalism. We had a caterer that pretty much decided that was her place and she was storing all her stuff. It became a nightmare. So, that's why we originally stopped it. But we have increased the dues to \$40 an hour because they were never changed in 20 years. So, that's still pretty cheap for what you get. We have the kitchen. I think a lot of you have been in there. We've got the pool. We've got the exercise room. We've got the entire kitchen and everything. So, we'll revisit that and I'll let you know.

Mr. Mills: I talked to Jason about having off premise insurance. Our insurance company covers us when we're there.

Ms. Wagner: Okay.

Mr. Pawelczyk: We could also, as part of that, turn to a separate agreement, whereby our use of the Clubhouse is limited for purposes of the public meeting. They cannot use the gym or the Clubhouse. You can prohibit non-residents and guests from using those facilities. That will limit the risk.

Ms. Wagner: I think they're concerned about the exercise equipment in there.

Mr. Mills: We won't be using it.

Mr. Pawelczyk: I'm just saying to satisfy your Board, we're just going to go there and use basically your parking lot, go in there, go to the meeting and leave.

Ms. Wagner: We have chairs and all of that.

Mr. Pawelczyk: So, the risk is limited. I think most of the risk of Clubhouses come with water features and exercise equipment.

Ms. Wagner: Yes.

Mr. Mills: Do you want to research that and then get back to me?

Ms. Wagner: Yes.

Mr. Mills: Okay. Very good. Anything else?

Ms. Wagner: No, that's it.

Mr. Mills: Well, thanks for coming. I appreciate it. I would like a motion to close this meeting and open the public hearing.

Mr. Pawelczyk: I think when you get to that point after the consent agenda, it would just be a motion to open the public hearing.

Mr. Mills: Oh, I thought we had to close this meeting.

Mr. Pawelczyk: You don't have to close it.

Mr. Mills: Okay.

Mr. Pawelczyk: It is a public hearing within the meeting.

Mr. Mills: Alright.

FOURTH ORDER OF BUSINESS

Consent Agenda

A. Approval of the Minutes of the June 7, 2023 Board of Supervisors Meeting

This item was discussed after the public hearing on the budget.

FIFTH ORDER OF BUSINESS

Agenda

- A. Consideration of First Amendment to Revocable License Agreement with Baytree Community Association, Inc. (BCA)**
- B. Consideration of Proposal from Coverall for Janitorial Services**
- C. Consideration of FEMA Letter**
- D. Approval of Fiscal Year 2024 Meeting Schedule**

These items were discussed after the public hearing on the budget.

SIXTH ORDER OF BUSINESS

Public Hearing

Mr. Mills: All right, so then let's move to the public hearing.

Mr. LeBrun: Do you want to knock out Item Four first, the consent agenda, approval of the minutes?

Mr. Mills: We can, but I thought we decided to go and do the public hearing. Yeah, let's do the public hearing. Do you want to go over the resolutions?

Mr. LeBrun: We need a motion to open the public hearing.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the public hearing on the Budget for Fiscal Year 2024 was opened.

A. Consideration of Resolution 2023-06 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Mr. Pawelczyk: I'll just give a brief overview per the Chair's request. These two Resolutions 2023-06 and 2023-07 are related to the approval of the final budget for Fiscal Year 2024, beginning October 1, 2023 and ending September 30, 2024. The first resolution 2023-06, provides for the annual appropriations of funds pursuant to that final budget, which is attached to the resolution. I believe that the final budget is the same budget that was presented to and approved by the Board at a previous meeting. Correct?

Mr. Mills: That's correct.

Mr. Pawelczyk: The resolution also provides for the Board to make budget amendments throughout the course of the year based on your approvals. Those budget amendments do not mean you can't increase assessments during the course of the year, but it does allow you to move the funds around from one line item to another. The second resolution, 2023-07, actually has the effect of levying the operation and maintenance (O&M) assessment that's based on the budget you were approving in the prior resolution. Once that resolution is adopted, copies are sent to the Property Appraiser and Tax Collector. This is the legal document authorizing the assessments.

Mr. Mills: Can we do these two at a time?

Mr. Pawelczyk: No. The first thing that you need to do, is to have a public hearing, so the public has an opportunity to provide any comments that they have with respect to the budget. After that, then you would consider each resolution individually.

Mr. Mills: Okay. Are there are any comments from the audience? Hearing none, are there any comments from the Board? Alright, then I'll entertain a motion for the adoption of Resolution 2023-06.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor Resolution 2023-06 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations was adopted.

A. Consideration of Resolution 2023-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Mills: Then we'll go to Resolution 2023-07. Are there any comments from the audience? Hearing none, are there any comments from the Board? If not, we need motion to approve.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor Resolution 2023-07 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

Mr. Mills: Alright.

Mr. Pawelczyk: You can make a motion to close the public hearing, at this point.

On MOTION by Mr. Brown seconded by Ms. Simmons with all in favor the public hearing on the Budget for Fiscal Year 2024 was closed.

- **Consent Agenda (Item 4)**
 - **Approval of the Minutes of the June 7, 2023 Board of Supervisors Meeting (Item 4A)**

Mr. Mills: Alright. We'll go to the approval of the minutes. Are there any additions or corrections to the minutes?

Mr. Brown: I sent two to Jeremy.

Mr. LeBrun: So, all the comments we've received thus far, I have those incorporated. There are no further ones.

Mr. Mills: Alright, I need a motion to approve those.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Minutes of the June 7, 2023 Meeting were approved as amended.

- **Agenda (Item 5)**
 - **Consideration of First Amendment to Revocable License Agreement with Baytree Community Association, Inc. (BCA) (Item 5A)**

Mr. Pawelczyk: I can go over this quickly because it's really kind of my fault. So, the Revocable License Agreement, is the signed agreement with the BCA for the new sign. They said, *"We don't need to record this document because it's between the two of us and it's not like we're going to sell the property."* So, in an effort to save a money in recording costs, I failed to remove the provision in that agreement that said, *"This agreement is effective once it's recorded."* So, all this amendment does is remove that provision. I didn't catch it, so it's my fault and I apologize. Unless there are any questions, we would need a motion to authorize execution of this first amendment. We'll send it to the BCA, but I'm sure that they won't have any problem. In fairness, nobody else called either. So, I apologize.

Mr. Mills: Make sure there's a credit on his invoice.

Mr. Pawelczyk: But I caught it.

Mr. Mills: Yeah, but you charged us for catching it.

Mr. Pawelczyk: Yeah.

Mr. Mills: I need a motion to accept it.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the First Amendment to Revocable License Agreement with the Baytree Community Association, Inc. was approved.

- **Consideration of Proposal from Coverall for Janitorial Services (Item 5B)**

Mr. Mills: Do you want to talk about that, Richard?

Mr. Bosseler: Yes, briefly. I read their contract. It is strictly an office contract and has nothing to do with a pool or pavilion or tennis court. So, I added five items on the end of it for miscellaneous things for a monthly increase. I'm asking them to do a little bit more, for instance, trade in the furniture as needed. I'm the person who does it and I'm getting tired of it. So, I'm going to get some help. They would also pick up litter around the new pavilion. We didn't have

that in the old agreement because we didn't have a pavilion. So, there are four or five items there. Andy and I talked about it and we put those in there and they will be done on a regular basis. So, I'm comfortable with this new agreement.

Mr. Mills: Okay.

Mr. Brown: We reviewed this at the workshop.

Mr. Mills: Alright, do I hear a motion?

Mr. LeBrun: We would need a motion to authorize staff to draft an agreement.

Mr. Pawelczyk: I think there is an agreement. We just need to amend it.

Mr. Mills: We're just amending it.

Mr. Pawelczyk: To make sure that Richard's provisions are in there.

Mr. Mills: Right.

Mr. Pawelczyk: As you know, anytime you see agreements like this, where it's in 0.4 font or whatever it is, a lot of times there is legal language. So, I just want to make sure our amendment includes language that says, *"To the extent there's a conflict, controls are provided."*

Mr. Mills: Can we tentatively approve it with your approval?

Mr. Pawelczyk: You can just authorize execution of the amendment with Coverall, subject to final execution.

Mr. Mills: Alright, we need a motion.

On MOTION by Mr. Brown seconded by Ms. Simmons with all in favor the proposal from proposal from Coverall for Janitorial Services, subject to final execution was approved.

- **Consideration of FEMA Letter** (*Item 5C*)

Mr. Mills: Mike, do you want to go over the FEMA letter?

Mr. Pawelczyk: I can do my best. Jeremy sent this to me and I've had these in other Districts. It's really an authorization. In the event there's a hurricane, this authorizes Brevard County to come into the community and pick up storm debris. Then Brevard County makes the claim through FEMA for picking up the debris. So, the good thing about this, is we don't have to deal with it, number one and we don't have to go through FEMA on a relatively small claim and try to get them to pay us. I know that Jeremy's fairly new at this, but other managers will tell you that it is a nightmare. I think you can go back to 2005, when you had the three hurricanes. So, Brevard County is just saying, *"If we come in, you're going to hold us harmless, to the extent of*

the law.” So, I said, *“Well, Brevard County doesn’t recognize that we’re a local government and we’re protected by sovereign immunity.”* The response that Jeremy received from Brevard County was, *“No, I we can’t change the form.”* The way that I read that was, *“No, I will not change the form. I won’t send it to someone smarter than me to address this concern.”* So, in order to fix that, you could either direct us to go back and try to get the County Attorney to make this minor change or someone in their office or what I suggested to Jeremy, was just add where it says at the bottom of the form, *“Community Association Name.”* Also on this form, there’s a reference to private entities.

Mr. LeBrun: Right.

Mr. Pawelczyk: So, the county code, which governs city and county and state streets, are not private to that extent. I was concerned about that private reference, because if we make a claim through FEMA, for stormwater damage to our stormwater facilities that require us to make a claim, which we’re entitled to do, FEMA is going to look at this and say, *“Oh no, the roads are private.”* No, they’re not private. So, we’ll have to explain why they’re not private. What I would suggest, is just adding, *“Baytree CDD”* as the association name and *“Public and accessible road rights-of-way within the boundaries of the CDD,”* as the description. That would least identify that they’re publicly accessible roads. I did tell Jeremy if there’s a hurricane coming before this was approved by the Board, he should just approve it and have Mel sign it. But luckily nothing happened between now and this coming through. So, we could do that as an alternative.

Mr. Mills: Okay.

Mr. Pawelczyk: Sorry about the long explanation.

Mr. LeBrun: We tried to set up a call to try to talk with them and they weren’t entertaining it.

Mr. Mills: Okay.

Mr. Pawelczyk: So, if we do this, they’re not going to reject it, because it gives them what they’re looking for. To me, it’s a county staffer’s way to check the box. I’m not going to do any extra work, but maybe I will look into that a little further. I think that’s what the case is.

Mr. Brown: Based on this, is the county responsible for coming in here to clean up the debris?

Mr. Mills: Yes.

Mr. Brown: And then remove everything they cleaned up?

Mr. Pawelczyk: I don't know the answer to that. I think they just removed it.

Mr. Mills: We clean it up and put it in piles and they take it out.

Mr. Brown: That's what I thought. Basically, they bring a truck in with a couple of guys and haul it off.

Mr. Mills: Exactly.

Mr. Brown: If we hired our own private hauling company, could we then file for reimbursement.

Mr. Pawelczyk: You can.

Mr. LeBrun: You want to wait five years to get your money.

Mr. Mills: Exactly.

Mr. Pawelczyk: Right. The city is going to wait five years to get their money, but the city has huge contract. So, they get assigned to that. Just a quick example, down in Miami-Dade, GMS South Florida was working on this. They had two people assigned, two managers, to process all of these claims. We had one District where the FEMA rep that we were talking to, changed six times. So, every time the female rep changes, because they move or quit or change jobs, they're like insurance adjusters. Right? So, every time that female rep changed, the manager had to re-educate the new one. So, I don't think that's the problem so much with the county, because they're going to get a dedicated team, whereas the CDD gets assigned probably someone on the low end because the plane is relatively low.

Mr. Brown: I was just curious.

Mr. Pawelczyk: So, we would just need a motion to authorize the execution of that Right of Entry Form as detailed by District Council.

Ms. Simmons: So, everything that you just talked about is for the hold harmless part, right? That's what you're saying.

Mr. Mills: We'll be under the county permit.

Mr. Pawelczyk: We're just saying we're not going to sue them if they come in and run over somebody.

Ms. Simmons: Right, but this also says, if we get insurance money, it talks about payment and stuff also that you're not addressing.

Mr. Pawelczyk: Right. Well, we don't get any insurance money for debris removal.

Ms. Simmons: Are they going to try to force us to get debris money and give it to them, because this is what it's saying here and I'm just wondering why?

Mr. Pawelczyk: No, it's basically saying that we can't get paid twice. We can't have someone else remove our stuff and then get paid by the insurance company for that same work. That's all it says.

Ms. Simmons: It seems to say if we do get paid, we have to make sure that they get the money.

Mr. Pawelczyk: Right. So, we don't get paid twice, because then we would be double dipping. Basically, we'd be having the county remove the debris for free and the insurance company writing us a check that would go into our General Fund. So, that's all that is.

Ms. Simmons: They're not going to try to make us go through our insurance company.

Mr. Mills: No.

Mr. Pawelczyk: There's nothing in here that requires us to go through insurance.

Ms. Simmons: I'm just wondering why it's even here.

Mr. Pawelczyk: Nor will our insurance cover debris removal, landscape replacement, that kind of stuff. So, in other words, we can't make a claim on our public liability insurance carrier for debris removal because somebody else is going to do it. That's what it says.

Ms. Simmons: I remember the last storm we had, we had a lot of issues. I remember they weren't picking up until they got the money and stuff like that. So, I'm, just wondering what this part was. It's just part of the form that's always there and they just didn't take it up.

Mr. Pawelczyk: This is a new form for Brevard County catching up with the counties down south.

Mr. Mills: Good.

Mr. Pawelczyk: I'll say one more thing before we do the motion. My office and GMS South Florida and SDS, which handle a lot of South Florida Districts, really had to work with our counties to tell them, *"You can come onto these public roads and remove the stuff and you process the FEMA claim."* It's really a more efficient government. It's almost like an Interlocal Agreement between two parties to allow them to come do it. Then FEMA actually allows them, to come into gated communities and remove the debris and make the claim because somebody's got to do it. That is what this is for. It's just more efficient for the local government to do it,

rather than trying to have one person making a claim versus 100. So, I think FEMA finally realized that that county is worth looking into it.

Mr. Mills: Do I hear a motion to go ahead and approve this?

On MOTION by Ms. Simmons seconded by Mr. Bosseler with all in favor authorizing the execution of the Right of Entry Form with Brevard County as addressed by District Council was approved.

- **Approval of Fiscal Year 2024 Meeting Schedule (*Item 5D*)**

Mr. Mills: Alright, we have the meeting schedule for this coming year. Were there any additions or corrections to that meeting schedule or approval as it is?

On MOTION by Mr. Brown seconded by Ms. Simmons with all in favor the Fiscal Year 2024 meeting schedule as proposed was approved.

SEVENTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Mills: Action items.

Mr. LeBrun: Alright, we have our Action Items List that is in your agenda. I know that we are working on a few of the preserve cutbacks. I think Andy was saying that we were 98% completed on those. I believe there was one tree that was still getting addressed that I think we finally got taken care of. For the most part, those preserve pushbacks should be relatively complete. So, I'm going to add the lake bank restoration for next meeting for the Action Items List. We'll track that as we go through the lake bank restoration, get contract feedback and work through that. I'll make sure that I have that for the next Action Items List.

Ms. Simmons: So, this will mean they're just not going to clean up. They're just leaving everything there.

Mr. Hatton: The only one that's by your house is that McDonald's looking tree that they cut down. They're going to come back and take that out.

Ms. Simmons: On Baytree Drive by Lake 4, it's still looking bad there. I know you said that they informed you that they didn't have manpower to do it. I think they do a stellar job on edging and I'm wondering if they don't edge for one week and they use those hours to do their cleanup, can we get it done? How long do they spend?

Mr. Mills: I'm going to include that under my remarks. I didn't want Rick to go without me having my formalities. Is there anything else?

Mr. LeBrun: That's all I have for action items right now.

B. Additional Staff Reports

i. Attorney

1. Memorandum Regarding 2023 Legislative Updates

Mr. Mills: Attorney, do you have anything?

Mr. Pawelczyk: Since I feel like I've spoken too much today, I'm going to keep this very brief. There are legislative memorandums in your agenda package. You had one at your workshop on the ethics training. That won't start until January 1st. We'll send you some links around Christmas, at the end of the year, so you can do that on your own. It is self-reporting. What I mean by self-reporting, is you want to get this done between January 1 and the time you file your Form 1, because on Form 1, Part G says, "*I had my certified completed training.*" I think they will give you some leeway, but I'm recommending that all of my Boards do this before July. You have seven months. There's no reason you can't complete the four hours. It's simple enough where you're sitting at home and you have it on your computer and you are intently watching videos while you're doing other things.

Mr. Mills: No quiz.

Mr. Pawelczyk: Actually, I think you'll like it the first time you do it, because all of you have been on the Board for a while and some of you served on other Boards. Maybe next year you might not be as keen to listen to it over and over. That's the ethics training. The other memorandum is just a legislative update. I'm not going to even go over it because there's really nothing in there. A lot of it more or less deals with our developer clients, but if you see anything in here that you have questions on, just circle it and bring it back at the next meeting or let me know. I just don't want to waste any time.

Mr. Mills: Okay.

Mr. Pawelczyk: I think Rick made sure this was on the agenda, since no one's coming back.

Mr. Brown: Yes.

Mr. Mills: Anyway, I don't have anything further.

Mr. Mills: Okay. Thanks.

ii. District Manager**1. Field Manager's Report**

Mr. Mills: Next is the Field Manager's Report. Andy?

Mr. Hatton: As far as the gates go on the guest entry side, we are having power supply issues. This is the box that provides electricity to the Christmas lights. Its intermittent when it rains or storms. So, Guardian is going to bring out their electrician to troubleshoot. There's probably a box in the landscaping somewhere that's shorted out. That's why the arms are off, because it's stuck about two thirds up and big trucks can't get through. But Guardian is coming out. We've adjusted the antenna again. It's working pretty good now. I watched about 30 cars go through it on Monday morning. Some companies are going to come out and give us some pricing for certain things they do on the gates, just to compare to what we're doing with Guardian, to see where we're at. We could probably revisit the preventative maintenance items we talked about last year with Guardian. Looking back, it probably would have saved us a little bit over the last six months. But they're far away, so the truck charge is about \$350 for them to get out the truck. It is about \$175 for the first hour, so it gets pricey. We can revisit that. I'm getting an updated preventative payment schedule from them. I'll get it to you guys.

Mr. LeBrun: I think we're hoping that Allstate and Secure can do some of that localized maintenance, so we don't have to call Guardian for that type of work. That might just be something minor so we can save those trip charges and mileage fees. I'll be with them on Friday and hopefully they will be able to check it out and save some money on that.

Mr. Hatton: We'll just have to see how much of that we can share. Our maintenance crews should be out this week to replace all of the speed humps that are out there. The new timer was installed in the pavilion for the fans. It worked, if you turned it on or turned it off manually, but it wouldn't count down, so the fans stayed on. One of the swimmers at the pool said that he was the one turning them off by the chain, because they ran all of the time. So, there was no way for me to know that it wasn't counting down, because when I got there they were off, so I replaced that timer. Also, on the Saddlebrook monument, I replaced the light. There must have been two. The first one I saw was broken and I replaced it. April tells me there's another median there, so I'll get that one too on Monday when I come back.

Mr. Mills: They probably did it when they planted the flowers.

Mr. Hatton: Nobody else walks through the landscape. So, I don't know how these things get broken. It is what it is. I have a guy over at Osceola County that works on all of our electrical

out there. I will have him to come out and give us another quote on all of the electrical up front. Last year, they were super busy. It's tough to get him down here, but they're really good, just to have something to compare to Eau Gallie Electric.

Mr. Mills: Perfect.

Mr. Hatton: Regarding the gate house brick, I had Kitchen and Bathrooms out the other day to measure for a countertop and cabinets. He was out last week, so I had to get back with him. The sign posts at the back, nobody hit that. I was out that morning and the pole was just rusted right in the ground. There were tire tracks. So, I took the signs off and removed the post. Fast Signs should be here on Thursday or Friday. I have the light in my truck, so once they're done, I'll climb back up there and put the light back on top and that should be good to go. It was off there about a week. We will re-address that. That will be a big square, two by two. It will not fall down again, not in our lifetime. We finally got a hold of the well drilling company. Their well drilling rig was in the shop and should be repaired soon. There's one job ahead of us still. They are thinking, maybe within the next 30 days or so, they will be able to take that out. In the meantime, the old well is working at the lower capacity, but with the rain, for now we're pretty good. Tropic-Care is currently working on a quote for all of the trees on the sidewalks and around street lights. I'm getting another quote to compare the cost. So, for pool quotes, right now, we have the two in front of you from the people that did it back in 2016. I think it was Swimming Pool Center. Beach Pools, who does our maintenance on our pool right now, sent the other one. You can see that there's a vast difference in pricing. I received a quote today from Pool Doctor. I didn't have a chance to print it out for you. Best pools and Christine Adams, Pool Specialist, are all coming out to give quotes. Some of the other ones, Paradise in Vero Beach, no longer do pools. So far, none of them are okay with repairing the spa. They all want to do the pool maintenance.

Mr. Mills: There's a lot of difference on the table between one and the other one.

Mr. Hatton: Yeah. The one I received today is just above the low one. It's around \$45,000.

Mr. Mills: I'm skeptical of what the heck is going on. I mean, one's double the other one.

Mr. Hatton: Yeah. Once we start messing with the pool, we have to bring it up to today's code.

Mr. Mills: The material costs are the same. Labor costs would be a variance, but never double.

Mr. Hatton: That's Beach Pools, who does our maintenance. The other one came in right at \$45,000. The company that I received a quote today from, also do pool deck restoration. Its a family business here in Brevard County. Her husband measured it and put it together. She sent two, but she sent two of the same one and didn't send the other one. So, I sent her an email and she's going to get those over to us. Another company is coming out too, so we'll have four proposals for the pool deck.

Mr. Mills: Okay.

Mr. Brown: We're going to have to do some magic with the budget.

Mr. Bosseler: Yeah. I'm thinking that we drag our feet a little bit, because we just got inspected and we've got basically eleven months before they come back. So, if we could budget maybe half in 2024 and the other half in 2025, we can get it done.

Mr. Brown: They don't say you have to fix it right away.

Mr. Bosseler: No, we have time.

Mr. Hatton: They usually give you a little bit of time to get quotes.

Ms. Hill: Are we going to have to shut down the pool?

Mr. Hatton: We will definitely have to shut down the pool. The companies I'm talking to recommend doing the pool first before the pool deck.

Mr. Mills: Oh, yeah.

Ms. Hill: So usually you want to shut down the pool in January.

Mr. Hatton: I'm talking to the investor. If he would just give us some money, we'll do it all at one time. Just close it four months, get new furniture and maybe some Palm, trees.

Ms. Hill: He can repave our roads too.

Mr. Mills: My first direction would be to fire Peter.

Mr. Hatton: Also, the pool fountain is fixed. A valve was shut off, probably by this guy when he put the switches in. I'm having a tough time finding anybody to re-strap those old chairs out there. The only guy I could find is somebody that our company uses in Tampa. He's fairly reasonable, but we have to transport the chairs ourselves. I would have to do it in two trips.

Ms. Simmons: I saw someone somewhere. I don't remember when it was, but I'll let them know.

Mr. Hatton: I found someone who could re-strap. I sent them pictures, but if you send them over...

Ms. Simmons: I'll see if I can find their contact information.

Mr. Hatton: It looks like the price is right around \$2,175 to re-strap all of them, but we'll have to get them over to Tampa, twice. Our Maintenance Department said, *"Hey, we can do that."*

Mr. Mills: It would be a good time to do that when we close the pool down.

Mr. Hatton: If they will last that long. A lot of those are pretty rotted.

Mr. Mills: Maybe the next time we look at chairs, we could look at something that's going to take the hot sun and last much longer.

Mr. Hatton: The webbing kind that we have in Lake County, are expensive, but they will last a long time.

Mr. Mills: Exactly.

Mr. Hatton: They have an aluminum frame.

Mr. Mills: Right.

Mr. Hatton: Does anybody want to talk about Florida, Power & Light (FPL)? The new guy that they put in charge of our project, was on paternity leave, but he just came back on the 31st. He did hand the project off and said, *"Hey, if you need help while I'm gone, here's the person that you need to talk to."* I talked to her. She called me and said, *"I'll check into it."* The way they operate, nobody got back to me. He emailed me as soon as he got back to town and said, *"I'll check into it."* That was on Monday. I reached out to him this morning.

Mr. Brown: Is it safe to say that if you haven't heard back from FPL about what they're going to do with their lights, by the end of the month, that we have Mike send them a letter?

Mr. LeBrun: We can talk about that. We're at the point where if we don't get a response, we're going to have Mike reach out to them. That might be the final push they need. We're at that point.

Mr. Hatton: The lights that we maintain, are still going to be covered by the manufacturer. So, what I need to do, is to get the closest addresses that I can get to them for those poles and fill out a ticket. Then they will get that information over to the manufacturer. The manufacturer is actually going to replace those.

Mr. Mills: You have not mentioned contacting the Utilities Commission yet.

Mr. Hatton: I mentioned it to, Vincent, the guy that we originally started with. If we get going on this, we're not going to go that route. We never got a hold of that guy.

Mr. Mills: Let me ask a question. If we send a letter to FPL through Michael, basically stating, what we talked about before, maybe we need to do that and stop playing around and have Michael send a letter.

Mr. Brown: If Andy hasn't gotten feedback from FPL about what they're going to do and when they're going to do it by the end of the month, we need to have Michael do that.

Mr. Mills: I would say let's do that.

Mr. Hatton: The guy, Kent, that I'm talking to now, kind of got the project dropped in his lap. That's a guy we talked to before. He doesn't even do that part of the job anymore. I don't think he's had a real good chance at digging in, but I agree we should wait until the end of the month.

Mr. Mills: Do we really want to give them that long? How long has it's been going on?

Mr. Hatton: Since the storm.

Mr. Mills: What about the 15th of the month? That gives him two weeks to get back to us.

Mr. Brown: He was on paternity leave.

Ms. Hill: Wasn't the hurricane at the end of September last year?

Mr. Hatton: Yeah.

Mr. Brown: We've been dealing with this for two years.

Mr. Mills: I know it's been a long time. I would say if he's not back to you by the 15th, then we'll have Mike send a letter. Is the Board okay with that?

Mr. Hatton: The weird part is we've had him go out and I gave him three days to fix it.

Mr. Brown: Jeremy, you might check with Jason because he might have a recollection. I'm pretty sure we've been talking about this for two to three years.

Mr. Hatton: Yeah, he said the same thing. He gave me all of the information.

Mr. Mills: We've had issues with FPL for the last 10 to 15 years.

Mr. Brown: The last three years, we've been trying to deal with this and we got nowhere.

Mr. Hatton: For a couple of months, the manufacturer was going to be replacing them.

Ms. Simmons: Right.

Mr. Hatton: But the poles that are down still that haven't been erected yet. We have lights that are out and holes in the bottom of the pole.

Mr. Mills: There are two lights going out the back gate. One of them has been down for eight years at least and all they did was cap it off and they never planted a pole there.

Mr. Hatton: That maybe correct.

Mr. Mills: There's another one out that way that fell over in a hurricane or a bad storm. They tapped that one off and they haven't replaced that one either. That back gate area is dark.

Ms. Simmons: Yes it is.

Mr. Hatton: Yeah, I mean, that's all I have, unless we want to talk about the paint on the roads a little bit. I've had two different people look at it. Our power washer guy, went out there and said, *"If I take that off, it will take off the sealer."* Both of them said, *"Just let it wear off. It's likely latex paint. The cars will wear it off. We can seal over it, but it's going to wear off."*

Ms. Hill: Obviously the paint stained it. Why can't we just paint over it?

Mr. Hatton: We could seal it.

Ms. Hill: Will black paint be any different?

Mr. Hatton: It's not going to stick.

Ms. Hill: The other stuff stayed pretty well.

Mr. Hatton: Its fairly fresh.

Mr. Mills: The problem is the sun is going to deteriorate the sealer and the paint will show again. My opinion is if a resident is stupid enough to put paint in their garbage, then I don't feel we should spend other people's money to repair or replace something that was caused by one resident.

Ms. Simmons: Why should I suffer for it?

Mr. Mills: Yeah, why should we suffer for that?

Mr. Hatton: It is going to wear off. Maybe we should throw the sealer away and that way dump trucks and garbage trucks will help us seal it.

Mr. Brown: That's not bad.

Mr. Hatton: I thought about that. That's all I have. If you guys have anything for me, let me know.

Mr. Mills: Okay. Thanks, Andy, for doing a good job.

EIGHTH ORDER OF BUSINESS

Treasurer's Report

A. Review and Acceptance of Fiscal Year 2022 Audit Report

Mr. LeBrun: We have the acceptance of the Fiscal Year 2022 audit report. Each year, Districts are required to have an independent auditor go through the finances of the District. Berger, Toombs, Elam, Gaines & Frank was the auditor that was selected and they performed the audit. You have that in your agenda package. I'm sure you went through it. It is what's called a clean audit, which means there were no findings. The important letter is on Page 127, which is basically a letter to the Board of Supervisors that explains the outcome of the audit. They did not find anything wrong with the finances of the District. It's what's referred to as a clean audit. So, if there are no comments or questions, we would just look for a motion to approve the Fiscal Year 2022 audit.

Mr. Mills: I would just like to make a comment. GMS does a great job with getting everything ready for the audit. So, please pass along to everyone in-house that the Board appreciates their hard work. Alright, now I'll entertain a motion to approve the audit.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Fiscal Year 2022 Audit Report was accepted.

B. Consideration of Check Register

Mr. Mills: Check Register?

Mr. LeBrun: Sure. The Check Register is on Page 129 of your agenda. I will also note that there are two months of statements. You have May and June. In your General Fund, you have Checks 600 through 649 in the total amount of \$174,925.72. There was a payment out of your Pavement Management Fund in the amount of \$38,149. That was to finish up the sidewalks and the road sealing. Then you have your Supervisor payroll. The grand total is \$214,737.02. After that, you have the Check Register, which details all of the expenses. I'm happy to take any questions or comments on the Check Register. If not, we just look for a motion to approve.

Mr. Brown: I was happy to see that ACS is at it again. We got charged \$351.46 to replace a \$1.40 part. Great.

Mr. LeBrun: Well, we're hoping that All Safe and Secure might be able to adjust some of those.

Mr. Mills: Andy, check with Frank and ask him if he knows of anybody local other than the company that we had before, to see if we can get another company locally.

Mr. Hatton: Rick and I talked the other day at the guardhouse, about one way that we could kind of maybe save money, is to talk with Bill. When they get knocked off, it's two little plastic bolts. You've seen how easy it is to fix it.

Mr. Mills: I've done it.

Mr. Hatton: And instead of the amount that we pay them, maybe the guards can do it for \$1.50 or whatever the number is to save the District money. Plus, we wouldn't have to wait maybe a day or two before they can do it. If Bill isn't willing to do it, maybe Tropic-Care can do it.

Mr. Brown: I'll reach out to Bill. I have no problem paying the guard \$10 instead of \$351 to replace a dollar \$1.40 part.

Mr. Mills: Did we ever contact the company that I gave you the phone number for?

Mr. LeBrun: Yes. They're coming out on a Friday to look at the system and see what they can do.

Mr. Mills: Cool.

Mr. Hatton: The only time that it's okay for them to do that, would be if it's a Friday and nobody else is here, so we don't have the gate arm off all week.

Mr. Brown: Yup.

Mr. Hatton: Typically, that's how those occur. If I'm here on Mondays, I'll throw it on.

Mr. Brown: The other was a fuse replacement that cost \$4.40 that we paid \$354 for a fuse.

Ms. Simmons: Its crazy.

Mr. Hatton: It is. We have 132 properties.

Mr. Brown: Do you use the same company?

Mr. Hatton: Most of the time, yes.

Mr. Brown: They should give you a discount.

Mr. LeBrun: The other one that we've used locally, that I've had experience with, are just as expensive. They only come out for a four-hour minimum, so you're paying that. Andy and I were looking for someone that could do those quick repairs, that's local, that won't have the mileage and trip charge. We could use them on a Friday or Saturday.

Mr. Brown: These guys just nickel and dime us. I think on that dollar \$1.40 charge, there was a six-cent freight charge.

Mr. Mills: Are you meeting with them on Friday?

Mr. Brown: No.

Mr. Mills: Do you want me to be with you on Friday?

Mr. LeBrun: That's up to you. I'll be there.

Mr. Mills: What time are they coming?

Mr. LeBrun: Between 9:00 a.m. and 10:00 a.m. You're more than welcome to attend.

Mr. Mills: Okay. I would just like to see what they want to do and whether they can do it.

Mr. Hatton: We had another company at a property nearby, that charged the same four hour minimum and were not super reliable.

Mr. Mills: Yeah. The company we used here locally didn't work out.

Mr. Hatton: They're very responsive to us because we do use them so much. We're up at the top priority-wise. They usually get here pretty quickly. But if we can approach Bill and say, "We'll give you guys \$30" or whatever the number is.

Mr. Mills: Okay.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Check Register for May 1, 2023 through June 30, 2023 in the amount of \$214,737.02 was approved.

C. Balance Sheet and Income Statement

Mr. LeBrun: After your Check Register, you have your Balance Sheet and Income Statement. No action is required from the Board. It provides some unaudited financials up to this date.

Mr. Mills: Okay.

Mr. LeBrun: Are there any comments or questions?

Mr. Mills: No comments or questions.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Rick?

Mr. Brown: One thing that I think the Board needs to be aware of, relates to the holiday lights; however, we can't do anything this year. At the BCA Board meeting, they had some budget overruns. One of the topics of discussion was the BCA not paying their share of the money they allocated, the \$3,500, for this year's holiday lights, but they agreed to contribute the

\$3,500. But my sense is that they may not do it the following year. This is the third year of our three-year contract with Merry & Bright. So, if we can't rely on a \$3,500 contribution from the BCA, we may have to scale back on the holiday lights or if you're in a budget pinch, not do them at all after this year. My personal opinion is that the first two years of this three-year contract, basically was a little bit higher, because of buying upgraded lights and wiring, which he has already bought and it's probably depreciated on the third year of his contract. So, when I sit down with him, probably in September, October, going forward to do another three-year contract, let me see what I can get.

Mr. Mills: Okay.

Ms. Simmons: However, with the new stuff, it didn't work last year.

Mr. Brown: That wasn't his. It was our electric problem.

Ms. Simmons: Is it because he upgraded the lights?

Mr. Mills: No, it's the wiring.

Mr. Brown: It's not our wiring.

Mr. Mills: It's his wiring.

Ms. Simmons: I know. I'm talking about ours. If we don't fix the wiring, there's no sense of doing the lights.

Mr. Hatton: Right now, everything out there works.

Mr. Mills: Yeah, everything's been working fine.

Mr. Brown: Subject to change without notice.

Mr. Hatton: Due to a storm or two and edging.

Mr. Brown: I just know from a standpoint, we like to hold ourselves out as a premier community, having lights. So, having holiday lights at the front entrance, is important.

Mr. Hatton: Just real quick, to touch on that, I wasn't here during the Fourth of July when you put up those decorations. If you can give me an idea of what you're looking for, I can research that.

Mr. Mills: Alright. Do you have anything, Jan?

Ms. Hill: Well, obviously my trust in Peter has diminished substantially. So, I question what he's telling us from year-to-year. I offered to ride with the young man and they said, "*Oh, no, you can't ride. We'll give you a report because our insurance won't allow it.*" I said fine. So, I was at the front gate and stood there and waited until he arrived and I just followed him. Every

time he took a picture, I took a picture. So, Peter knew that I knew what they were looking at. I wonder if we would have gotten the same report had I not done that.

Mr. Mills: I'm going to bring this up to the Board. Would we like for GMS to re-evaluate our engineering company and give us some options other than what we have? I haven't been pleased with Peter from day one.

Mr. Brown: Are they the same engineering firm that you use for your other clients.

Mr. LeBrun: They're one of many that we're using. They are one of the more well-known ones that are used throughout, but there are other options. Engineers, are very busy. I know a lot of engineering firms are extremely busy, but if the Board wants us to investigate other ones...

Mr. Mills: Basically, what he said today, he's dancing all around himself. He said, the base roads are perfect for sealing.

Ms. Hill: Yes.

Mr. Mills: And then when we went out and looked at them, remember all of the cracks in the streets? Well, this should have been milled and repaved. Now he's coming back with a different story.

Ms. Hill: When I went out with Nick, the Civil Engineer, he showed me what he was looking at. He asked, "*When was this sealing done?*" And I said, "*Last October, it started on the 26th of September, but they didn't finish until Christmas.*" He said, "*Really?*" It didn't look as bad before the seal, because you couldn't really see any of the cracks or anything, but once they put the sealer over it, it was very easy to see what they were looking at.

Mr. Mills: But a good engineer should have picked that up.

Ms. Hill: Well, that's what we pay them for. I don't pretend to be an engineer. You hire somebody that is supposedly competent and follow their recommendation. You were absolutely right in calling him out. We all remember what we were told.

Mr. Mills: Does the Board have any problems, if we get some other engineers?

Mr. Brown: But at the end of the day, he did finally come back and say, that sealing that we put on should last three to five years and that's what I remember from the beginning.

Mr. Mills: Yup.

Mr. LeBrun: I would maybe recommend that I have a chance to talk with him about your concerns and give him a chance to interact with the Board about it. I know that Mike has some knowledge about the engineering process.

Mr. Mills: Jason has a lot of confidence in this engineering firm. Maybe it's just him that's the issue. I know Jason said if we had any problems with him, there is his boss. I can't think of his name right off the top of my head. I'm terrible with remembering names, but if he needed to get involved, he would get involved. So, you may want to touch base with Jason. Is the Board happy if Jason gets back to me and we have a conversation with Jason?

Ms. Hill: Yes.

Mr. Mills: Let's do that. Then you and Jason and I can work through this.

Mr. LeBrun: Okay.

Mr. Mills: Because I'm not happy with them and Jan's not.

Mr. Brown: I have no problem with that, but I think before we make a decision on going with another engineering company, Jan should have the opportunity to sit with him.

Mr. Mills: Oh, absolutely.

Mr. Brown: Because the biggest issue are the streets.

Mr. Mills: Yes, the streets and roads.

Ms. Hill: To that point, now we're faced a big bill next year and our budget, but our funds are depleted.

Mr. Mills: Yes.

Mr. Brown: I didn't get the sense that we're going to have to do any roads next year.

Mr. Mills: No.

Mr. Brown: Our biggest expense next year, is going to be redoing the pool, which we haven't budgeted it for at all, because it was just done six years ago.

Ms. Hill: But this year we should be putting money into the fund for the roads.

Mr. Brown: Right.

Ms. Hill: We discussed not doing it.

Mr. Brown: Right. That's because we decided not to increase the assessment and try to use next year as a year to replenish the road fund that we took the \$82,000 out of to do the sidewalks and the \$7,000 that we needed to do the well and God knows what else.

Ms. Hill: Yes. But then when we have to do the roads...

Mr. Brown: Well, if you do the numbers, I mean, Jeremy said that we'll have \$356,000 in next year's fund for the roads. So, two more years after that, if we go with the \$130,000, that gives us \$600,000, which is more than enough to do the roads highlighted in red.

Ms. Hill: Depending on inflation.

Mr. Brown: Inflation and everything else. But that's something we need to start thinking about going forward, as far as from a financial standpoint, what's going on with the oil and everything else, because nothing's going down. Maybe the \$130,000 that we raised from \$120,000 last year, needs to go towards the \$140,000 for all I know. It's just something that we need to start thinking about.

Mr. Mills: Well, I was going to ask Jeremy, knowing what he knows with the needs that we're coming up with, to sort of put together a preliminary budget, so that we can start thinking about the assessment. Just start thinking about it, not moving on it, because you have the lights out front, the wiring, the roads, the lake banks and the pool. We have some major capital expenditures coming up. I think maybe if you could gather some of that information together, and I'm not saying it has to be done this month or next month, but I would think at the beginning of the year, sometime around January/February, Jeremy can get some of those numbers together, so that we can, as a Board, at a workshop, talk about those numbers. Is the Board okay with that?

Mr. LeBrun: I will get with accounting and we'll give them all of the data that we have so far, projected costs and we can have them work up some scenarios.

Mr. Mills: Perfect

Mr. LeBrun: For Fiscal Year 2025.

Mr. Bosseler: Richard, I'd like to make one more comment on the roads, because the engineer possibly made a mistake. He may have made a bad call, but we should be more upset with the company that came in and sold us the bill of goods, because they stood right there and said three to five years.

Ms. Hill: Yeah.

Mr. Bosseler: We had to get them back in to redo areas and we should get them back in again, but they won't come back. So, let's be careful where we put our pressure, because a lot of the faults are with the company that did the job, in my opinion.

Mr. Mills: Well, we wouldn't have had to do it, if Jeremy or Peter would have been upfront and said, *"Listen, these roads have a poor base."*

Mr. Bosseler: But the company didn't tell us, *"We can't repair your roads."*

Mr. Mills: Right.

Mr. Bosseler: They stood right there and told us, *"If you have bad roads and bad cracks, our sealing is not your solution."*

Mr. Brown: But at the end of the day, they said, *"Three to five years."*

Ms. Hill: They told us our roads were good.

Mr. Mills: That's right.

Mr. Brown: He said all along, *"Three to five years."*

Mr. Mills: Did you have something?

Mr. Pawelczyk: Yeah. Since you're talking about engineering, just for the future, if you decide to change, GMS cannot just go get proposals from other engineering firms. You have to solicit proposal pursuant to the Consultants Competitive Negotiation Act. Basically, you solicit proposals from other engineering firms based on qualifications, it comes back to you, you rank them based on their qualifications and then you negotiate an agreement. So, it's not as simple as just going out and finding somebody else. So, that way your method of discussing this with the engineering firm, is an option. I will also tell you that I don't know what's going on here, but Montecito has had a lot of difficulty getting other engineering firms to propose or provide services to them for whatever reason. But just to come in here, there's not a lot of whole lot of infrastructure engineering firms that come in and do what you're going to ask in this area.

Mr. Mills: I think, Mike, we really need talk to them and see if we can change the engineer assigned to us.

Mr. Brown: Well, we did that with the other company. We changed the engineer representing us.

Mr. Mills: Yeah.

Mr. LeBrun: I think, too, it might be helpful just for me and Jason to talk with his supervisor. If you wish, send me maybe just a bullet point list of things you're unhappy with. That way we can have some positive feedback from each Board Member on what they found to be deficient and then I can help drive that conversation.

Ms. Hill: We can go back through the minutes. At the August meeting, we voted on this. I still have that original proposal from August 3, 2022. Okay? So, see if you can go back to those minutes. I cannot believe all of our memories are that bad.

Mr. Mills: Yeah. Okay. Jan, do you have anything else?

Ms. Hill: No.

Mr. Mills: April?

Mr. Simmons: No.

Mr. Mills: Okay, good. Amazon left packages at the back gate, because they couldn't get in. Linda and I came through, picked up the package, looked at the resident, took it to the resident's home and dropped it off. So, if you see a package, please pick it up. It's unbelievable. I talked to Andy about this. I am not happy with Tropic-Care, in their procrastination and getting things done. The Viera Corporation uses them and I think they get more money from Viera than from us. So, I think we're playing second fiddle. I'm just informing the Board. Andy and I are working on getting quotes on tree removal. Anything outside the scope of their contract, we're going to get quotes, like cutting and trimming trees and those types of things. Because they get subcontractors to do their work, so they mark it up. This way we can go direct to the source. So, I just want to let you know that we're going to go out and get quotes. With regard to some of the stumps, I didn't know this, but when they cut down a pepper tree, they leave the stump and cover it with some kind of an acid that actually destroys the stump so it won't re-sprout. So, if you see stumps, it's being decayed. I just wanted to let you know that.

Mr. Brown: One of the things that bothers me, when you look at their bills, is that on a regular monthly basis, they're replacing sprinkler heads. The only reason those sprinkler heads need to be replaced, is that their lawnmowers are cutting them.

Mr. Mills: Lights are being knocked off.

Mr. Brown: Right.

Mr. Hatton: We had some irrigation issues along the boulevards. That's why we're having hot spots. They had hired Blue H2O to go to do their irrigation and they're not on property anymore.

Mr. Brown: I saw that.

Mr. Hatton: Who knows the property apparently better than Blue H2O? I don't know if they worked here in the past, but they did come in and fixed a lot of things that weren't working.

Mr. Mills: Okay. How would you feel if we removed the exit arms at the front gate? Does anybody have any feelings about that?

Ms. Hill: The exit arms don't do anything.

Ms. Simmons: People could come in the other way.

Mr. Mills: Well, the guards are there, so I doubt if that would deter them.

Mr. Hatton: I did talk to Matt about that. He said that in the past, when we've had them off, for some reason or another, there have been times when there's been a line of people waiting to get in, some people will just go around the line and come in the out door. He said it also helps to slow the traffic when they're leaving.

Mr. Mills: End of discussion. I've been convinced.

Ms. Simmons: I don't think residents would be happy.

Mr. Mills: Jeremy, do you know the limits of liability that we have?

Mr. LeBrun: I can look at the current policy.

Mr. Mills: Okay. I'm just curious.

Mr. LeBrun: Do you want me to get all of the data and send it to you?

Mr. Mills: Please.

TENTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Alright. Public comment period. No one?

Resident (Not Identified): You guys said it all.

Mr. Brown: We were supposed to look at this letter from that lady that knocked off the gate.

Mr. LeBrun: I sent that via email just for your awareness. You've already paid the fee for the repair. They said they were going to contact you, so I always like to forward you any communication.

Mr. Brown: This is an ugly letter.

Mr. Hatton: Just to make you aware, she ran into the gate. We were passing that information back and forth. On the exit gate, the LEDs were ripped off. I sent that repair to Jeremy. He added it to her bill. We realized the mistake and took it back off.

Ms. Simmons: Actually, now that we talked about it, I think maybe the letter is a little bit harsh and we should revise it. It should be kinder, gentler. She would have paid it the first time and we've never heard from her again.

Mr. Ron Riker: I just have one more question.

Mr. LeBrun: Say your name and address for the record.

Mr. Riker: When I come in the back gate, I've got whatever it is that sends the signal to the sensor. When I get within 10 feet of the gate, it opens fine, but when I come in the front gate,

the nose of my car has to be under the gate. It opens most of the time, but sometimes it doesn't. If it doesn't, then I have to get out of the car. It's not the sticker that's on the car. It makes no difference. But the point that I'm making is, it's totally inconceivable that it works fine at the back gate the way it should and it doesn't work fine at the front gate. They're not aligned the same way.

Mr. Hatton: That is correct.

Mr. Riker: In my opinion.

Mr. Hatton: Has it happened this Monday?

Mr. Hatton: I realized it Monday myself. I took measurements of the back gate and took it to the front gate.

Mr. Mills: Has it happened since Monday?

Mr. Riker: Not this week. If I go to front gate now, should it open up?

Mr. Hatton: It should.

Mr. Bosseler: Either that or sell your car.

Mr. Hatton: We did realign it on Monday.

Mr. Riker: Okay. If they were consistent, meaning both gates, I would say, "*Well, that's way it is.*" They are both brand new operators.

Mr. Hatton: It's just an alignment issue. Give it a try and if it doesn't work, let me know and we'll tweak it some more.

Mr. Riker: Okay. Thank you.

Mr. Brown: Jeremy. As a heads up, we have a workshop scheduled for November. Maybe your Accounting Department could come up with some numbers for the 2025 budget that we can play around with.

Mr. LeBrun: Yes sir.

Mr. Brown: Okay, that would be great.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Mills: I need a motion to adjourn the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

SECTION 1

**FIRST AMENDMENT TO THE
AGREEMENT FOR AQUATIC MANAGEMENT SERVICES
BY AND BETWEEN ECOR INDUSTRIES, INC.
AND THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

This First Amendment to the Agreement for Aquatic Management Services (the “Amendment” is made and entered into as of the 1st day of October, 2023 (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 was established by an ordinance of the Brevard County Board of County Commissioners for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, roadways, landscaping, parks, indoor and outdoor recreational facilities and uses; and

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

WHEREAS, on October 1, 2022, the District and Contractor entered into the Aquatic Management Services Agreement with an effective date of October 1, 2022 (the “Agreement”), which Agreement is incorporated herein by reference; and

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

WHEREAS, pursuant to Section 5 of the Agreement, “Term”, the parties desire to further extend the term of the Agreement for a second period of one (1) year (to September 30, 2024) in accordance with the revised Attachment A and revised Attachment B proposed by the Contractor, each of which are attached hreto and made a part hereof as Exhibit A-1 and Exhibit B-1, respectively ; and

WHEREAS, the Contractor has proposed an increase to the rates in Section 3, “Compensation” of the Agreement starting October 1, 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 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 Amendment.

Section 2. Section 2 of the Agreement, entitled “DUTIES” is hereby amended to replace Exhibit “A” with Exhibit A-1 and to replace Exhibit “B” with Exhibit B-1.

Section 3. Section 3 of the Agreement, entitled “COMPENSATION” is hereby amended to increase the monthly fee/annual fee as follows:

Service	Monthly	Annually
Aquatics Management	\$2,930 <u>\$3,135</u>	\$35,160 <u>\$37,620</u>
Natural Areas Maintenance	\$440 <u>\$470</u>	\$5,280 <u>\$5,640</u>
Total	\$3,370 <u>\$3,605</u>	\$40,440 <u>\$43,260</u>

Section 4. Section 5 of the Agreement is hereby amended to extend the term of the Agreement for one (1) additional year so as to run from October 1, 2023 to September 30, 2024.

Section 5. Section 16, entitled, “PUBLIC RECORDS” is hereby amended to replace the address for the records custodian with the following:

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

Section 6. Except as set forth in this Amendment, all other terms of the original Agreement between the parties dated October 1, 2022, are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jeremy Lebrun, Assistant Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2023

ATTEST:

**ECOR INDUSTRIES, INC., a
Florida corporation**

Print Name: Lindette

Print Name: Michael A. Baroust &
Title: Vice President

Date: August 21, 2023

Exhibit A-1 – Attachment A, Aquatic Services Scope of Work
Exhibit B-1 – 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: 10/01/23 – 09/30/24
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.
- ◆ 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 - \$15 per fish
- ◆ Mechanical vegetation removal and disposal - \$70 per man hour
- ◆ Dead fish or trash removal and disposal - \$70 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 \$3,135

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 2023-24

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	\$ 80.00
	L-2	Birchington/Sandhurst	8.22	\$ 395.00
	L-3	Hole #5 - East of Tee Box	1.92	\$ 90.00
CS-1	L-3A	Hole #5 - West of Tee Box	2.43	\$ 120.00
CS-6A	L-4	Hole #8	5.84	\$ 280.00
CS-8	L-5 & 6	Deerhurst Drive - East Side	10.64	\$ 500.00
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	\$ 150.00
CS-4	L-9	Bradwick Way - Lot 28	0.59	\$ 30.00
	L-10	Old Tramway/Linford - North Side	1.78	\$ 85.00
	L-11	Hole #12 Tee Box	0.96	\$ 50.00
	L-11A	Back Gate - South Side	0.98	\$ 50.00
	L-11B	Hole #11 Tee Box	1.45	\$ 70.00
	L-12A	Hole #12 Green - East Side	0.53	\$ 30.00
	L-12B	Hole #12 Green - West Side	1.25	\$ 60.00
	L-12C	Hole #13 Tee Box - West Side	0.92	\$ 45.00
	L-12D	Hole #13 Tee Box - East Side	1.23	\$ 60.00
CS-14	L-13	Hole #13 Fairway and Green	4.01	\$ 190.00
CS-11	L-14	Hole #15 Tee Box - Balmoral Way	2.25	\$ 110.00
CS-13	L-15	Hole #16 Tee Box - Balmoral Way	1.91	\$ 90.00
CS-12	L-16	Hole #16 Green/Hole #17 Tee	1.54	\$ 75.00
	L-17	Hole #18 Green	0.95	\$ 50.00
	L-21	Belford Way	1.64	\$ 80.00
CS-10	L-22	Arundel Way - West Side	2.41	\$ 115.00
	L-23	Old Tramway/Dorset - Southeast Side	2.54	\$ 120.00
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

\$ 3,135.00

ANNUAL FEE

\$ 37,620.00

Exhibit B-1



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: 10/01/23 - 9/30/24
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 \$940

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.

MONTHLY FEE	\$ 470.00
ANNUAL FEE	\$ 5,640.00

SECTION 2

THIRD AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES

This Third Amendment to the Agreement for Security Services (the "Amendment") is made and entered into as of the 1st day of October, 2023, 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, and as further amended by the Second Amendment to Agreement for Security Services, dated October 1, 2022 (collectively, the "Agreement"); and

WHEREAS, the term of the Agreement is scheduled to expire on September 30, 2023; 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, 2024; and

WHEREAS, the parties have agreed to a pricing schedule adjustment in accordance with the Proposed 2023 Increase Documentation attached hereto and made a part hereof as Exhibit A-3 (the "2023 Pricing Adjustment Schedule"), which 2023 Pricing Adjustment Schedule will become effective starting October 1, 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, 2024.

Section 3. Section 4 of the Agreement, entitled “Fees” is hereby amended in accordance with the 2023 Pricing Adjustment Schedule, effective October 1, 2023.

Section 4. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

Section 5. Upon execution by the both parties, this Amendment shall be effective retroactively to October 1, 2023.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jeremy LeBrun, Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2023

WITNESSES:

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

Printed Name: _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____, 2023



Exhibit A-3

PROPOSED 2023 INCREASE DOCUMENTATION
BAYTREE COMMUNITY DEVELOPMENT DISTRICT
Proposed Effective Date: 10/1/23

Position	Wage New	Wage Old	New Billing Rate	New OT/Hol Billing Rate
Site Supervisor 40 hpw	20.23	19.23	25.56	38.34
Gate Officer 128 hpw	16.50	15.50	25.56	38.34

BAYTREE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NUMBER 2018-100 SECURITY
SERVICES

Pricing Form

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

\$ 25.56 per hour composite straight time billing rate

\$ 38.34 per hour composite holiday billing rate

\$ 25.56 per hour composite for any additional coverage requests

\$ 225,132.48 Annual Cost (includes upcharge for 6 annual holidays)

The District reserves the right to adjust the staffing and hours of operation as needed.
Rates include vehicle passes and Visitor Management System monthly software charge.

SECTION 3

**SECOND AMENDMENT TO THE SERVICES AGREEMENT BY AND BETWEEN
COVERALL NORTH AMERICA, INC., d/b/a COVERALL AND
BAYTREE COMMUNITY DEVELOPMENT DISTRICT**

This Second Amendment to the Services Agreement (the "Amendment") is made and entered into as of the ____ day of _____, 2023 (the Effective Date"), by and between:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Brevard County, Florida, and whose address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"),

and

OFFICE CLEANERS, LLC, a Florida limited liability company and independent franchised business of **COVERALL NORTH AMERICA, INC.**, a Delaware corporation authorized to do business in the State of Florida, whose address is 549 Hillsdale avenue, Palm Bay, Florida 32907 (hereinafter "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 contracts for janitorial maintenance/cleaning services within the District; and

WHEREAS, on February 7, 2018, the District entered into the Services Agreement with 4444 International, Inc., a Florida corporation, as amended by and acquired by merger with Contractor pursuant to the First Amendment to Services Agreement, dated September 26, 2018 (collectively, the "Agreement"); and

WHEREAS, the compensation to the Contractor is proposed to be changed pursuant to Contractor's proposal and the increased scope of work, attached hereto and made a part hereof as **Composite Exhibit A-2**; 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 Services to be provided by the Contractor is hereby updated and supplemented in accordance with that which is included within **Composite Exhibit A-2.**

SECTION 3. Section 3 of the Agreement, entitled "Compensation" is hereby replaced with the following:

Section 3. Compensation. In exchange for providing the Services, the District shall pay the Contractor a monthly amount of **SIX HUNDRED SIXTY-ONE AND 00/100 (\$661.00) DOLLARS** (the "Contract Price") for services rendered, and in accordance with the Proposal. The Contract Price shall include all costs, expenses, profit and overhead in connection with the provision of Services by Contractor, including but not limited to those incurred by Contractor for reimbursables, employees, insurance, attorneys, vendors, materials, supplies, chemicals, contractors, repairs, maintenance, computers, telephone, long distance, and Internet services, equipment, etc., as necessary to perform the Services, except as otherwise specifically stated in the Proposal. Any additional compensation for additional duties or work shall be paid only upon the written authorization of the District Board of Supervisors in the form of an amendment to this Agreement or the District Manager of the District, where permitted. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

SECTION 4. Section 3 of the Agreement, entitled "Notice" is hereby replaced with the following:

Section 15. Notice. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Baytree Community Development District
c/o Governmental Management Services-Central
Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

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

B. If to Contractor: Office Cleaners, LLC
549 Hillsdale Avenue
Palm Bay, Florida 32907
Attention: James T. Hunter, Jr., Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 5. Subsection C. of Section 20 of the Agreement, entitled "Public Records" is hereby replaced with the following:

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

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

SECTION 6. Section 27 of the Agreement, entitled "E-Verify" is hereby added to the Agreement, as follows:

Section 27. 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 7. This Amendment shall be effective as of the Effective Date referenced above, provided the Amendment has been executed by the parties.

SECTION 8. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary

Print name: _____
Chairman / Vice Chairman

Date: _____, 2023

CONTRACTOR

**OFFICE CLEANERS, LLC, a Florida
limited liability company and an
independent franchised business of
COVERALL NORTH AMERICA, INC.,
a Delaware corporation**

WITNESSES:

Larry Parker
Print name: Larry Parker

James T. Hunter, Jr.
James T. Hunter, Jr., Manager

Melean Akenio
Print name: Melean Akenio

this 10 day of 08, 2023

Composite Exhibit A-2: Coverall Proposal 2023



Composite Exhibit A-2

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Office Cleaners LLC, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

- Customer: BayTree/CDD
- Street Address: 8207 National Drive.
- City, State, Zip: Melbourne, Fla. 32940

Upon the following terms:

1. Monthly Service Charge:

**\$661.00 per month, plus taxes, if applicable; to include 3x time(s) per week service. Initial _____

** Increase due to cost of living, chemicals, materials and purchased of consumable goods.

Service Days:

☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday ☐ Sunday

The services are to be performed in the evening, unless otherwise agreed to by the parties.

- CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.
- Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.
- All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.
- Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	Charge	Area	Square Footage
a.	\$		
b.	\$		
c.	\$		
d.	\$		
e.	\$		

Additional services accepted by: _____
Signature

- (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.
9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.
10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.
13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS become a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.
14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER: BayTree/CCD

FRANCHISED BUSINESS: Office Cleaners, LLC

Signature and Date

James Hunter 7/23/2023

Signature and Date

Jeremy LeBrun
Print Name and Title, Its Authorized Representative

James Hunter, Franchise Business Owner
Print Name and Title, Its Authorized Representative

Email Address

Service Start Date

Please email or fax signed contract to:

MODIFIED WORK SCHEDULE

COVERALL CLEANING CONCEPTS' *work schedule:*

Category/Service	How often?	3x a wk
GENERAL CLEANING		
OFFICES, ENTRANCES, RECEPTION AREAS, HALLWAYS, PATIENT ROOMS, LOBBY AREAS.		
Dust and clean using disinfecting all purpose spray and glass cleaner all fixtures and office furniture including file cabinets, desks, credenzas, counter tops. Pick up loose debris and maintain pool area clean.		
Comments _____	<u>3</u>	times week
Spot clean doors, frames, walls and switches with disinfecting all-purpose spray cleaner.		
Comments _____	<u>3</u>	times week
Empty all wastepaper receptacles and take trash to a designated area. Including garbage in pool area and tennis courts.		
Comments _____	<u>3</u>	times week
Wipe all internal partition glass and entrance glass of smudges and fingerprints, using disinfecting glass cleaner, if applicable.		
Comments _____	<u>3</u>	times week
Clean and sanitize drinking fountains / water coolers using disinfecting all-purpose spray cleaner, if applicable.		
Comments _____	<u>3</u>	times week
Clean and sanitize all telephones using disinfecting all purpose spray cleaner.		
Comments _____	<u>3</u>	times week
Wipe down or vacuum baseboards.		
Comments _____	<u>1</u>	times month
Vacuum fabric covered furnishings. Wipe other furniture using disinfecting all-purpose spray cleaner.		
Comments _____	<u>3</u>	times week
Clean and disinfect all chrome chairs, tables, lobby furniture, countertops using disinfecting all-purpose spray cleaner.		
Comments _____	<u>3</u>	times week
Dust all high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting with electrostatic dusting cloths.		
Comments _____	<u>1</u>	times month

Dust blinds, sills, jams, light fixtures, ceiling vents and picture frames with electrostatic dusting cloths.

Comments _____ 1 times month

FLOOR MAINTENANCE

Vacuum with approved backpack units and remove fresh spots from all carpeted areas using approved disinfectants and encapsulating carpet spotting tools.

Comments _____ 3 times week

Dust mop LVCT and resilient floor areas.

3 times week

Mop all hard surface floor areas using disinfecting finished floor cleaner.

Comments _____ 3 times week

KITCHEN/LUNCH EATING AREA

All kitchen counters, cabinet fronts, tables and sinks cleaned with disinfecting all purpose spray and glass cleaner.

Comments _____ 3 times week

Clean and disinfect exterior of appliances using disinfecting all purpose spray and glass cleaner.

Comments _____ 3 times week

Restock kitchen paper and soap products.

Comments _____ 3 times week

Clean microwaves inside and outside using disinfecting all purpose spray and glass cleaner and wipe inside with clean cloth and water to remove any disinfectant residue.

Comments _____ 3 times week

RESTROOMS

Clean and polish all dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops using disinfecting restroom cleaner. Remove bugs, cobwebs & sweep in front of outside bathrooms.

Comments _____ 3 times week

Spot clean walls and toilet partitions with disinfecting all purpose spray cleaner. If applicable.

Comments _____ 3 times week

Mop all hard surface floor areas using disinfecting finished floor cleaner.

Comments _____ 3 times week

Polish all metal and mirrors using disinfecting all purpose spray and glass cleaner.

Comments _____ 3 times week

Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products.

Comments _____ 3 times week

SPECIAL FLOOR CARE SERVICES

Spray buff floors _____ times wk/month/year

Machine scrub floors _____ times wk/month/year

Burnish floors _____ times wk/month/year

Scrub & Recoat floors _____ times wk/month/year

Strip & Wax floors _____ times wk/month/year

Carpets Shampooed/Steam Cleaned _____ times wk/month/year

Bonnet Carpets _____ times wk/month/year

ADDITIONAL DUTIES

_____ times a week

_____ times week

_____ times week/month

_____ times week/month

_____ times week/month

CLOSING INSTRUCTIONS

Clean and organize janitor closet 3 times week

Turn off lights as instructed 3 times week

Lock doors and windows as instructed 3 times week

Set alarms as instructed 3 times week

BAYTREE POOL, PAVILLION & TENNIS COURT SCOPE OF WORK

THE FOLLOWING IS A SCOPE OF WORK TO BE PROVIDED TO OUR JANITORIAL SERVICES COMPANY. THE COMPANY MUST BE LICENSED AND BONDED PROVIDING PROOF ANNUALLY TO THE DISTRICT MANAGER. THE COMPANY MUST COMPLETE THE DUTIES THREE (3) DAYS PER WEEK, PREFERABLY M/W/F.

DUTIES:

- 1) CLEAN AND DISINFECT BOTH BATHROOMS EACH VISIT
- 2) EMPTY TRASH CANS AND DISPOSE OF ANY TRASH AROUND POOL, PAVILLION AND TENNIS COURTS
- 3) SWEEP COBWEBS AND BUGS FROM BATHROOM WALLS, WINDOWS, UNDER ROOFS AND IN SHOWERS
- 4) STRAIGHTEN ALL LOUNGE CHAIRS, TABLES AND CHAIRS AS NEEDED. BLOW OFF THE POOL DECK AS NEEDED.
- 5) PICKUP LITTER IN AND AROUND THE POOL, PAVILLION AND TENNIS COURT AREAS
- 6) SWEEP UP ANY BROKEN GLASS IN AND AROUND THE POOL, PAVILLION AND TENNIS COURTS
- 7) REPORT ANY ISSUES OR CONCERNS TO THE DISTRICT MANAGER

SECTION B



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 13, 2023

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank ("we") audit the financial statements of Baytree Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2023, and thereafter if mutually agreed upon by Baytree Community Development District and Berger, Toombs, Elam, Gaines & Frank.

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

The Responsibilities of the Auditor

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

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

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Baytree Community Development District
September 13, 2023
Page 2

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

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

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



Baytree Community Development District
September 13, 2023
Page 3

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

Management is responsible for:

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

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

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

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



Baytree Community Development District
September 13, 2023
Page 4

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

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

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

Reporting

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

Records and Assistance

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

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

Other Relevant Information

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



Baytree Community Development District
September 13, 2023
Page 5

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

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$3,350, unless the scope of the engagement is changed, the assistance which of Baytree Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

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



Baytree Community Development District
September 13, 2023
Page 6

Information Security – Miscellaneous Terms

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

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

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

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



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

Baytree Community Development District
September 13, 2023
Page 7

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

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

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

Confirmed on behalf of the addressee:



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

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

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BAYTREE COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 12, 2023)**

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

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

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

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

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

Auditor: J.W. Gaines

District: Baytree CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 12, 2023

Date: _____

SECTION VI

SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments
1	Recreation Area Improvements	LeBrun/Hatton	Ongoing	7/9/20	2022		Quotes for pool deck received & reviewed, review of references
2	Beautification Fund Plans for FY 23	Mills/Hatton	Final review	7/9/20	2023	Sep-23	Preserve cutback commenced, final detail & cleanup work to be reviewed
3	Lake Bank restoration	LeBrun/Hatton	Ongoing	8/2/23	Q1 2024	TBA	Vendor analyzed engineer's report, conducted inspection and will provide plan within allocated budget

SECTION B

SECTION 3



4325 Woodland Park Dr
Suite 101
West Melbourne, FL 32904
Phone; (321) 259-2885
Fax: (321) 254-1518
EC13003441 CGC1518099 EC13007245

Sold To: Baytree CDD 219 E. Livingston St. Orlando, FL 32801	QUOTATION Quote: 00046615 Date: Sep8/23 Reference Number
Job Location Baytree Melbourne, FL	Quoted By: Bryce Waters Email: Bwaters@eg-electric.com

Description	Total
We are pleased to submit our quotation for the following work:	
BAYTREE ENTRANCE GATE REFEED	
This quote is based on a site visit.	
INCLUSIONS:	
Removal and proper disposal of the existing wire that goes from the panel to the (4) gate controllers. Furnish and install new wire, utilizing the existing conduit. Furnish and install (4) new 20A 120V breaker. Replace (2) existing PVC junction boxes. There is a chance that the existing conduits will be full of debris that will cause it to be unusable. If this is the case, we will have to figure out another way to get a new feed to the gate motors. Furnish and install conductors, fittings, supports, breakers, j-boxes, cover plates, and final terminations for a complete job. Clean-up of all work areas and testing for proper operation upon completion.	
All work is to be performed between 8 am-4 pm.	
Price may change if the quote is not accepted within 30 days. No work will be performed unless this quote is accepted.	
Any additional findings will be brought to the attention of the approving authority before further work is conducted.	



4325 Woodland Park Dr
Suite 101
West Melbourne, FL 32904
Phone; (321) 259-2885
Fax: (321) 254-1518
EC13003441 CGC1518099 EC13007245

Sold To:

Baytree CDD
219 E. Livingston St.

Orlando, FL 32801

QUOTATION

Quote: 00046615

Date: Sep8/23

Reference Number

Job Location
Baytree

Melbourne, FL

Quoted By: Bryce Waters
Email: Bwaters@eg-electric.com

Additional charges will apply for any work done outside of this scope of work. Existing problems not included in this scope will not be covered during this job.

By signing this or issuing a Purchase Order, you understand that this estimate becomes a contract. Modification of this contract may only occur in writing or through a revised Purchase Order, signed by both parties.

Payment Terms:

Net 30 - Payment due in 30 days from invoice date

Warranty Terms:

The Warranty Period for Parts and Labor purchased is 365 days from the date of installation.

Items not covered under the Warranty Terms:

Damage of a product resulting from negligence.

Damage of a product resulting from unauthorized modification of the product.

Damage caused by natural disasters.

Signature: _____

Date: _____

Thank you for choosing Eau Gallie Electric, Inc!
License # EC13003441 & EC13007245

Subtotal

3,750.00



4325 Woodland Park Dr
Suite 101
West Melbourne, FL 32904
Phone; (321) 259-2885
Fax: (321) 254-1518
EC13003441 CGC1518099 EC13007245

Sold To:

Baytree CDD
219 E. Livingston St.
Orlando, FL 32801

QUOTATION

Quote: 00046615

Date: Sep8/23

Reference Number

Job Location
Baytree

Melbourne, FL

Quoted By: Bryce Waters
Email: Bwaters@eg-electric.com

Total Quotation

3,750.00

Convenience fee of 3% will be added to all credit card transactions



RJT Contractors LLC

Baytree CDD
Baytree CDD
630 Baytree Dr
Melbourne, FL 32940

(352) 557-3729
ahatton@gmscfl.com

ESTIMATE	#1159
ESTIMATE DATE	Sep 14, 2023
TOTAL	\$4,410.00

CONTACT US
752 Sandhill Crane Ct., 106
Melbourne, FL 32955

(321) 354-6915
RSHELDON@RJT-CONTRACTORS.COM

ESTIMATE

Services	amount
Guard Shack Cabinetry Replacement	\$1,365.00
Remove and dispose of existing countertops and cabinets. Install new electrical outlets in back wall. Repair drywall. Install new cabinets per drawings provided by ProSource dated 9-12-23.	
Furnish cabinets (ProSource)	\$1,575.00
Purchase and deliver cabinets from ProSource in accordance with drawings dated 9-12-23. Upfront Payment in full is required to order cabinets. Cabinet handles are excluded. Can be installed at the same time as cabinets if provided by customer.	
Furnish Granite Countertops (Elite Countertops)	\$1,470.00
This item is a "Remnant" granite slab per attached picture. This price includes Granite Slab material, templating, fabrication and installation. Also includes (2) hole cutouts. Upfront Payment in full is required to order Granite.	
Services subtotal: \$4,410.00	
Subtotal	\$4,410.00
Total	\$4,410.00

EXCLUSIONS:

- UNFORESEEN CONDITIONS - NOT RESPONSIBLE FOR UTILITIES ETC. BEHIND WALLS OR CEILINGS AFFECTED BY OUR WORK. ANY RELOCATION(S) REQUIRED ARE AT ADDITIONAL COST.
- CABINET OR HARDWARE MATERIALS OF ANY KIND, EXCEPT FOR NAILS, SCREWS, ADHESIVE, ETC USED TO INSTALL.
- PLUMBING OF ANY KIND UNLESS INCLUDED ABOVE.
- ELECTRICAL OF ANY KIND UNLESS INCLUDED ABOVE.
- FLOOR LEVELING - SHIM AS NEEDED ONLY.

PAYMENT TERMS:

\$3,045.00 - Deposit payment required to order cabinets and countertops.

\$1,365.00 - Final payment upon acceptance.

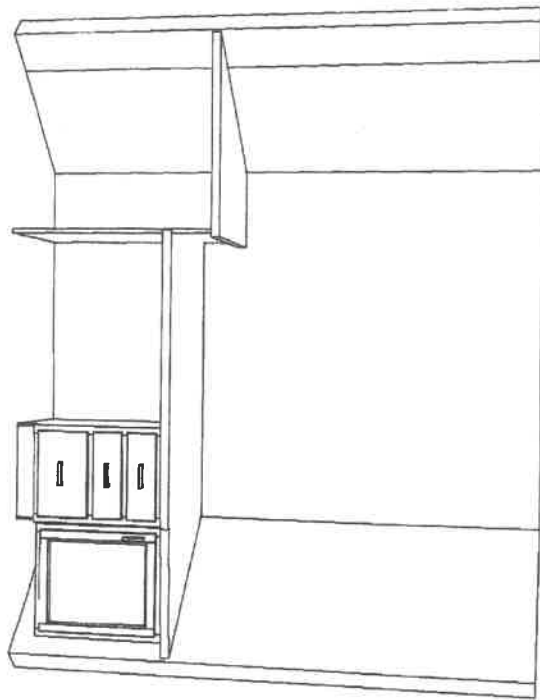
THANK YOU

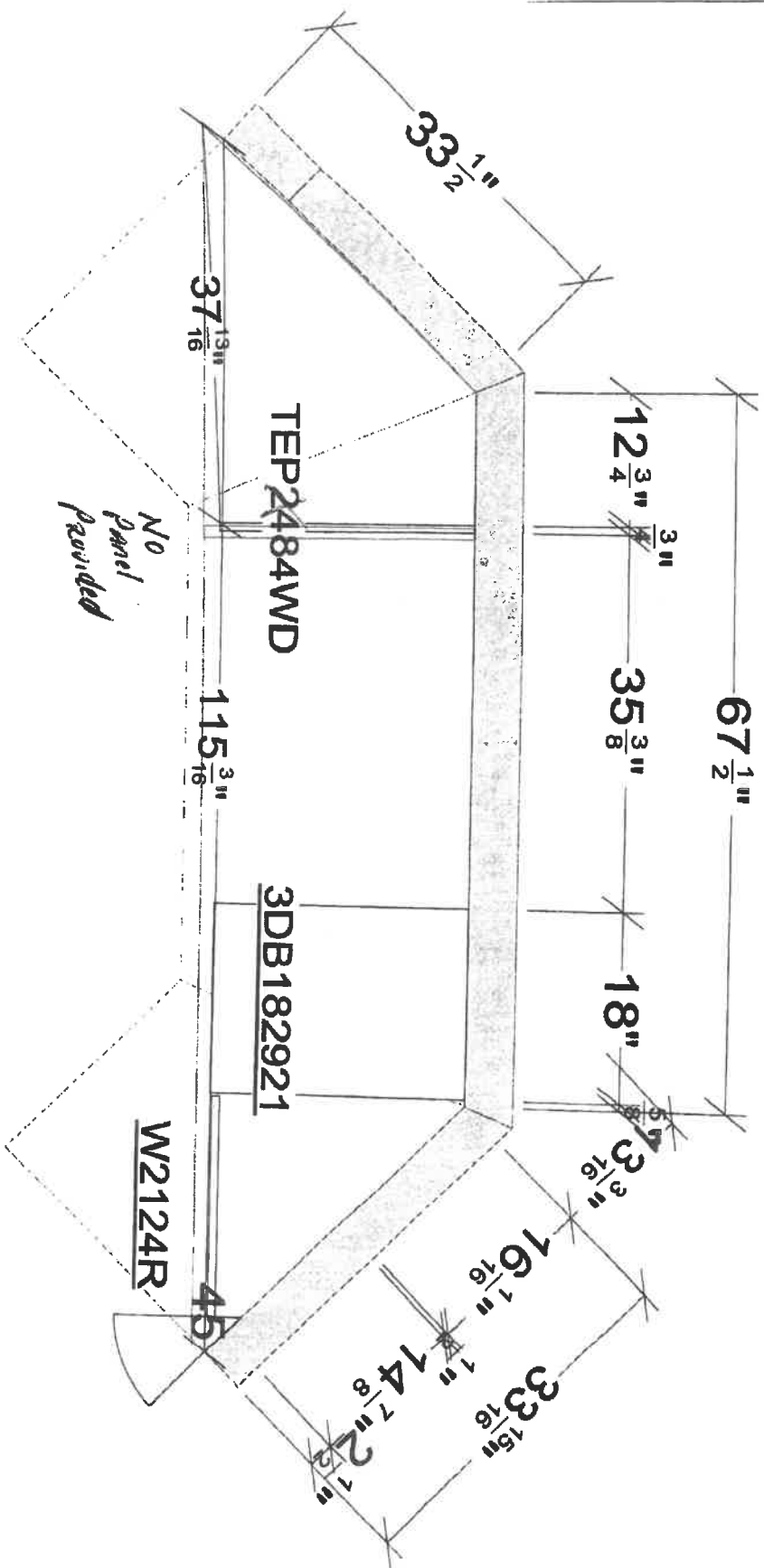
Thank you for your business!

License #CGC-1504712 #CMC1249645

RJT Contractors LLC CGC1504712 &
CMC1249645

<http://rjt-contractors.com>





All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

Designed: 9/12/2023
Printed: 9/13/2023

Baytree Guard Shack kit

All

Drawing # 1 N/A Scale

67¹/₂"

96"

~~TEP2484WD~~

3DB182921

24¹/₂"

12³/₄"

35³/₈"

18¹/₅"

All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

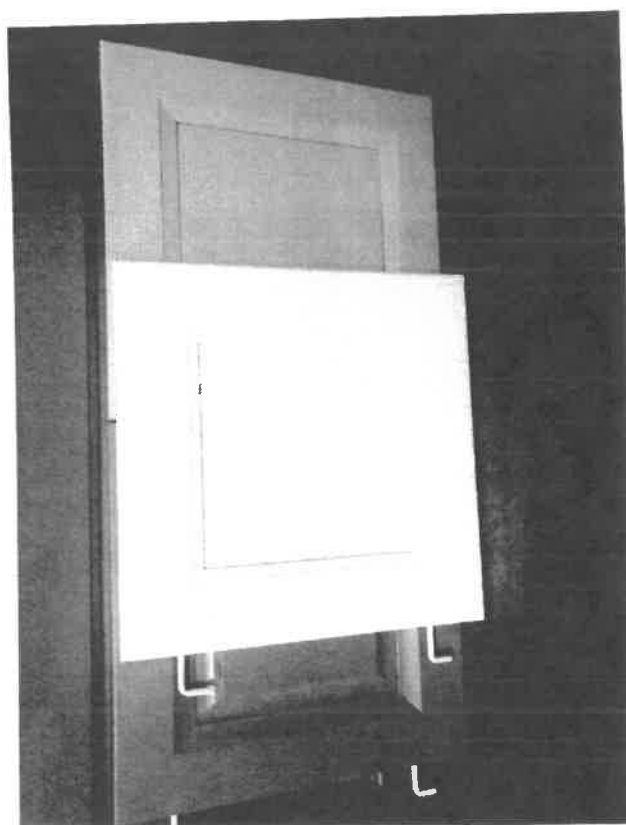
Designed: 9/12/2023
Printed: 9/13/2023

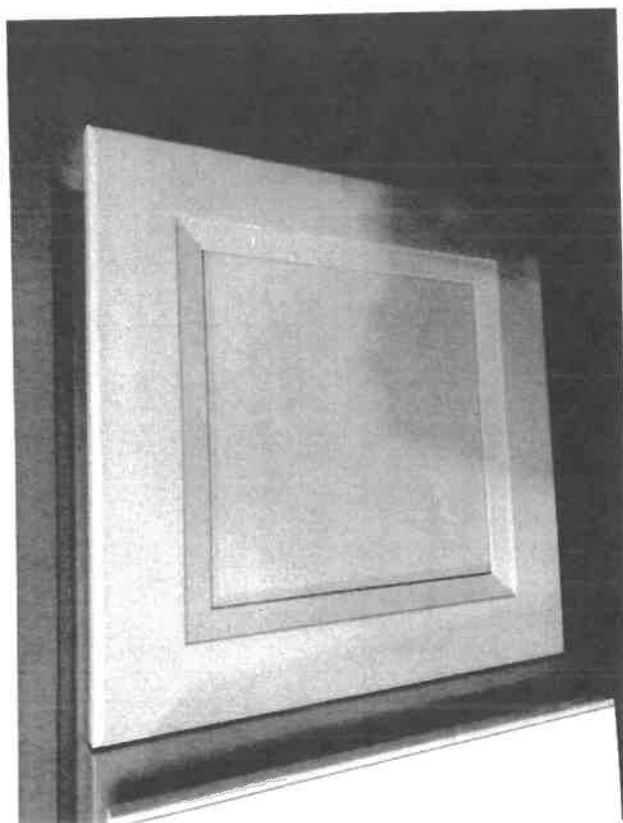
12/2023
1/2023

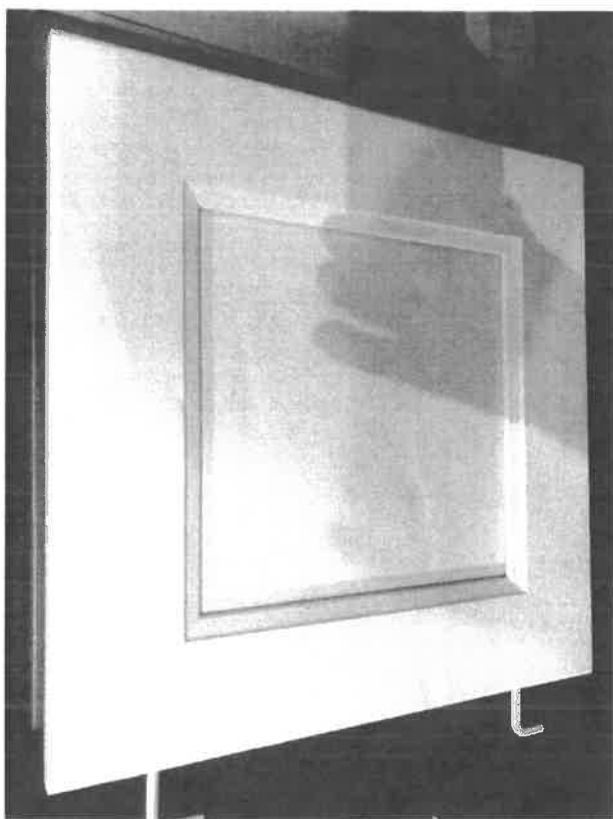
Baytree Guard Shack.kit

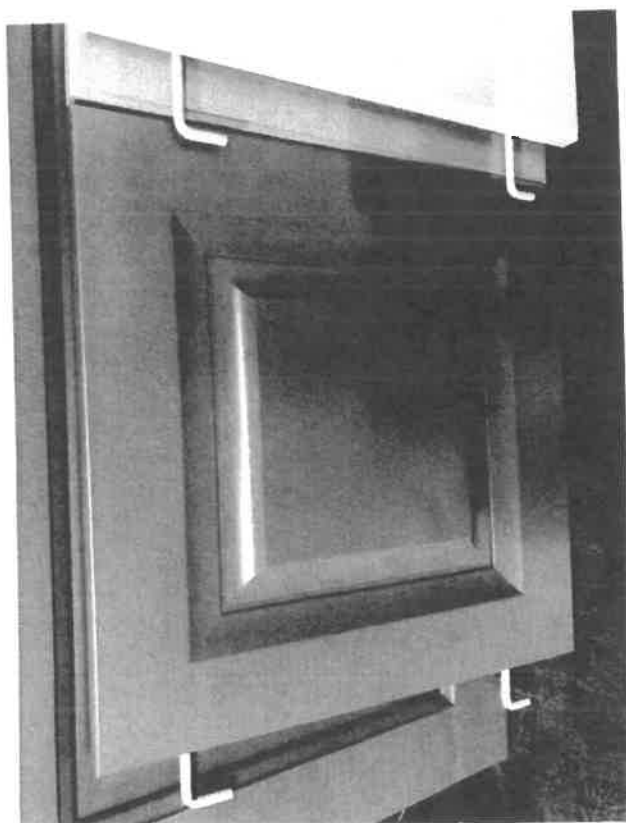
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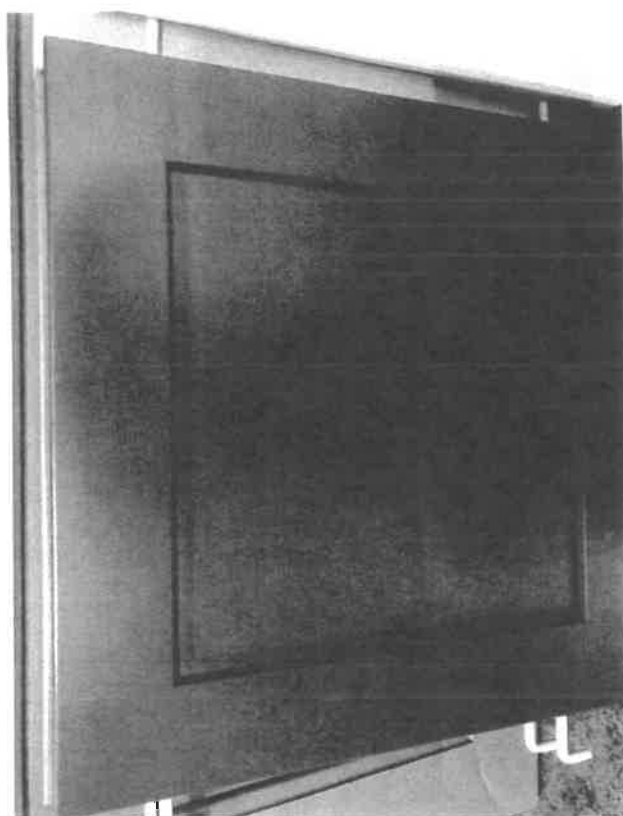












**CASCADE FOUNTAINS DIV.
FOUNTAIN DESIGN GROUP, INC.**

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6811

Date: August. 16, 2023

To: Baytree CDD
c/o Government Management Services
219 E. Livingston Street
Orlando, Fl. 32801

Ship To: Baytree CDD
230 Baytree Drive
Melbourne, Fl. 32940

Attn: Jeremy Lebrun
Phone: 321-698-4965
Cell:
Email: jlebrun@gmscfl.com

FOUNTAIN MAINTENANCE PROPOSAL

Scope of Work: New Contract to take effect January 01, 2024

Fountain Design Group will perform the following Quarterly cleaning, (1) One Floating Fountain at the property listed above, per the check list below:

- 1) Check control panel components and amperage draw on pump and motors, including timers on fountain
- 2) Clean exterior of intake screen on lake fountain
- 3) Clean, check, and adjust water feature jets on lake fountain
- 4) Clean and check lenses on lighting system for lake fountain
- 5) Visually check all accessible piping systems for possible damage
- 6) Make any needed repairs under \$400.00 to fountain or components

This is a cleaning contract only and any other services required besides those listed above will be quoted. Once we receive approval we will proceed with repairs.

If additional service is required, our standard labor rate of \$135.00 for first half hour and \$105.00 each additional hour thereafter, plus parts.

****Either party may cancel this agreement with a 30-Day Notice.**

COST : \$185.00 per Quarterly Cleaning

Payable upon receipt of invoice to Fountain Design Group, Inc.

Respectfully Submitted,
FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted.
Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:

Date of Acceptance:

CONDITIONS

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client and will become an additional charge from the approved proposal amount

SECTION VII

SECTION A

Baytree

Community Development District

Summary of Check Register

July 1, 2023 to August 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	7/7/23	650 - 652	\$ 5,732.05
	7/17/23	653 - 661	\$ 18,807.11
	7/21/23	662	\$ 1,832.50
	7/28/23	663 - 666	\$ 9,900.21
	8/4/23	667 - 669	\$ 5,341.48
	8/7/23	670 - 675	\$ 25,873.88
	8/11/23	676 - 677	\$ 9,331.73
	8/18/23	678 - 680	\$ 5,601.48
	8/25/23	681 - 682	\$ 1,032.38
			\$ 83,452.82
Payroll	<u>July 2023</u>		
	April Simmons	50623	\$ 184.70
	Janice Hill	50624	\$ 184.70
	Richard C. Bosseler	50625	\$ 184.70
	Richard L. Brown	50626	\$ 184.70
	<u>August 2023</u>		
	April Simmons	50627	\$ 184.70
	Gilbert M. Mills Jr.	50628	\$ 184.70
	Janice Hill	50629	\$ 184.70
	Richard C. Bosseler	50630	\$ 184.70
	Richard L. Brown	50631	\$ 184.70
			\$ 1,662.30
			\$ 85,115.12

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/27/23

PAGE 1

*** CHECK DATES 07/01/2023 - 08/31/2023 ***

BAYTREE GENERAL FUND

BANK F BAYTREE CDD-GF SUN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/07/23	00047	6/22/23 S94257	202306 320-53800-41100		*	613.65	
			RE-INSTALLED BARRIER ARM				
		6/22/23 S94737	202306 320-53800-41100		*	720.92	
			RE-INSTALLED BARRIER GATE				
				ACCESS CONTROL SYSTEMS LLC DBA			1,334.57 000650
7/07/23	00193	7/01/23 15800380	202307 320-53800-46200		*	431.00	
			CLEANING SVCS JUL23				
				COVERALL NORTH AMERICA, INC DBA			431.00 000651
7/07/23	00200	6/28/23 1804495	202306 320-53800-34500		*	3,966.48	
			SECURITY 6/22 - 6/28				
				DSI SECURITY SERVICES			3,966.48 000652
7/17/23	00047	7/13/23 S95733	202307 320-53800-41100		*	350.00	
			LED LIGHT NOT COMING ON				
				ACCESS CONTROL SYSTEMS LLC DBA			350.00 000653
7/17/23	00019	7/01/23 13035	202307 320-53800-46200		*	1,100.00	
			POOL MAINTENANCE JUL23				
		7/01/23 13035	202307 320-53800-46900		*	40.00	
			FOUNTAIN MAINT JUL23				
				BEACH POOL SERVICE			1,140.00 000654
7/17/23	00223	6/30/23 363350	202306 310-51300-32200		*	3,265.00	
			AUDIT SERVICES 09/30/22				
				BERGER, TOOMBS, ELAM, GAINES,&FRANK			3,265.00 000655
7/17/23	00132	7/06/23 40944	202307 320-53800-34500		*	165.00	
			SECURITY 7/6/23				
				BREVARD COUNTY SHERIFF'S OFFICE			165.00 000656
7/17/23	00200	7/05/23 1804563	202307 320-53800-34500		*	4,249.92	
			SECURITY 6/29 - 7/5				
				DSI SECURITY SERVICES			4,249.92 000657
7/17/23	00039	7/07/23 449142	202307 320-53800-47000		*	2,930.00	
			AQUATIC WEED CONTRL JUL23				
				ECOR INDUSTRIES			2,930.00 000658
7/17/23	00008	7/04/23 8-182-00	202306 310-51300-42000		*	65.33	
			1 DELIVERY 06/29/23				
				FEDEX			65.33 000659
7/17/23	00021	7/01/23 467	202307 310-51300-34000		*	3,689.50	
			MANAGEMENT FEES JUL23				

BAYT --BAYTREE-- MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/23 467	202307 310-51300-35200		*	100.00	
		WEBSITE ADMIN JUL23					
		7/01/23 467	202307 310-51300-35100		*	150.00	
		INFORMATION TECH JUL23					
		7/01/23 467	202307 310-51300-51000		*	.87	
		OFFICE SUPPLIES JUL23					
		7/01/23 467	202307 310-51300-42000		*	52.22	
		POSTAGE JUL23					
		7/01/23 467	202307 310-51300-42500		*	13.05	
		COPIES JUL23					
		7/01/23 468	202307 320-53800-34000		*	2,585.17	
		FIELD MANAGEMENT JUL23					
				GOVERNMENTAL MANAGEMENT SERVICES			6,590.81 000660
7/17/23 00225		7/01/23 0086539-	202307 320-53800-43300		*	51.05	
		96 GALLON TOWER JUL23					
				WASTE MANAGEMENT CORPORATE SERVICES			51.05 000661
7/21/23 00004		6/30/23 181992	202306 310-51300-31500		*	1,832.50	
		GENERAL COUNSEL JUN23					
				BILLING, COCHRAN, LYLES, MAURO & RAMSEY			1,832.50 000662
7/28/23 00047		7/17/23 S94655	202307 320-53800-41100		*	521.92	
		COUNTER WEIGHT INSTALLED					
				ACCESS CONTROL SYSTEMS LLC DBA			521.92 000663
7/28/23 00224		7/26/23 2308630	202306 310-51300-31100		*	255.00	
		GENERAL ENGINEERING JUN23					
				DEWBERRY ENGINEERS, INC			255.00 000664
7/28/23 00200		7/12/23 1804576	202307 320-53800-34500		*	3,966.48	
		SECURITY 7/6 - 7/12					
		7/19/23 1804588	202307 320-53800-34500		*	3,966.48	
		SECURITY 7/13 - 7/19					
				DSI SECURITY SERVICES			7,932.96 000665
7/28/23 00123		7/18/23 W33287	202307 320-53800-47500		*	1,190.33	
		REPLACE PHOTOCELL					
				EAU GALLIE ELECTRIC INC.			1,190.33 000666
8/04/23 00132		7/11/23 40977	202307 320-53800-34500		*	495.00	
		SECURITY 7/11 - 7/21					
				BREVARD COUNTY SHERIFF'S OFFICE			495.00 000667
8/04/23 00200		7/26/23 1804601	202307 320-53800-34500		*	3,966.48	
		SECURITY 7/20 - 7/26					
				DSI SECURITY SERVICES			3,966.48 000668
				BAYT --BAYTREE--			
				MBYINGTON			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/04/23	00039	7/26/23 449062	202307 320-53800-47000		NAT VEGETATION MGMT JUL23	*	880.00	
					ECOR INDUSTRIES			880.00 000669
8/07/23	00047	7/28/23 S96549	202307 320-53800-41100		RE-INSTALLED BARRIER ARM	*	367.38	
		7/31/23 S96178	202307 320-53800-41100		REPLACED LED PER APPROVAL	*	577.22	
					ACCESS CONTROL SYSTEMS LLC DBA			944.60 000670
8/07/23	00193	8/01/23 15800384	202308 320-53800-46200		CLEANING SVCS AUG23	*	431.00	
					COVERALL NORTH AMERICA, INC DBA			431.00 000671
8/07/23	00200	8/02/23 1804665	202307 320-53800-34500		SECURITY 7/27 - 8/2	*	3,966.48	
					DSI SECURITY SERVICES			3,966.48 000672
8/07/23	00039	7/31/23 449425	202307 320-53800-41100		QTRLY PEST CONTROL JUL23	*	60.00	
		8/04/23 451294	202308 320-53800-47000		AQUATIC WEED CONTRL AUG23	*	2,930.00	
					ECOR INDUSTRIES			2,990.00 000673
8/07/23	00016	6/16/23 46810	202306 320-53800-47200		TRIMMING LIGUSTRUM HEDGE	*	3,000.00	
		7/03/23 46820	202307 320-53800-47200		CUT/REMOVE DEAD TREE	*	800.00	
		7/04/23 46827	202307 320-53800-47300		LANDSCAPE MAINT JUL23	*	9,945.75	
		7/10/23 46927	202306 320-53800-47200		TREATED VEGETATION JUN23	*	150.00	
		7/14/23 46932	202307 320-53800-47400		REPLACED SOLENOID/HEADS	*	3,595.00	
					TROPIC-CARE OF FLORIDA, INC.			17,490.75 000674
8/07/23	00225	7/25/23 0091168-	202308 320-53800-43300		96 GALLON TOTER AUG23	*	51.05	
					WASTE MANAGEMENT CORPORATE SERVICES			51.05 000675
8/11/23	00004	7/31/23 182279	202307 310-51300-31500		GENERAL COUNSEL JUL23	*	2,512.50	
					BILLING, COCHRAN, LYLES, MAURO&RAMSEY			2,512.50 000676
8/11/23	00021	8/01/23 469	202308 310-51300-34000		MANAGEMENT FEES AUG23	*	3,689.50	

BAYT --BAYTREE-- MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		8/01/23 469	202308 310-51300-35200		*	100.00	
		WEBSITE ADMIN AUG23					
		8/01/23 469	202308 310-51300-35100		*	150.00	
		INFORMATION TECH AUG23					
		8/01/23 469	202308 310-51300-51000		*	20.60	
		OFFICE SUPPLIES AUG23					
		8/01/23 469	202308 310-51300-42000		*	12.02	
		POSTAGE AUG23					
		8/01/23 470	202308 320-53800-34000		*	2,585.17	
		FIELD MANAGEMENT AUG23					
		8/01/23 470	202308 320-53800-49000		*	25.83	
		LED LIGHT					
		8/01/23 470	202308 320-53800-49000		*	61.46	
		BOLTS/GFCI					
		8/01/23 470	202308 320-53800-49000		*	90.84	
		WATER HOSE/GATE HINGES					
		8/01/23 470	202308 320-53800-49000		*	83.81	
		PAINT/LANDSCAPE TIMBERS					
			GOVERNMENTAL MANAGEMENT SERVICES				6,819.23 000677
8/18/23 00019		8/01/23 13214.20	202308 320-53800-46200		*	1,100.00	
		POOL MAINTENANCE AUG23					
		8/01/23 13214.20	202308 320-53800-46900		*	40.00	
		FOUNTAIN MAINT AUG23					
			BEACH POOL SERVICE				1,140.00 000678
8/18/23 00132		7/25/23 41009	202307 320-53800-34500		*	495.00	
		SECURITY 7/25 - 7/31					
			BREVARD COUNTY SHERIFF'S OFFICE				495.00 000679
8/18/23 00200		8/09/23 1804678	202308 320-53800-34500		*	3,966.48	
		SECURITY 8/3 - 8/9					
			DSI SECURITY SERVICES				3,966.48 000680
8/25/23 00053		7/11/23 2163-789	202307 320-53800-49000		*	556.50	
		GALVANIZED STEEL SIGN					
			FASTSIGNS				556.50 000681
8/25/23 00023		7/31/23 00058000	202307 310-51300-48000		*	475.88	
		NOT OF PH/BUDGET FY24					
			LOCALIQ DBA FLORIDA TODAY				475.88 000682
				TOTAL FOR BANK F		83,452.82	
				TOTAL FOR REGISTER		83,452.82	
			BAYT --BAYTREE--	MBYINGTON			

SECTION 2

Baytree
Community Development District

Unaudited Financial Reporting
August 31, 2023



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, 2023

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Fund	\$ 185,498	\$ -	\$ 185,498
Capital Reserves	\$ -	\$ 54,047	\$ 54,047
Pavement Management	\$ -	\$ 323,061	\$ 323,061
Community Beautification	\$ -	\$ 19,410	\$ 19,410
Investments:			
Custody	\$ 1,050	\$ -	\$ 1,050
Due from Capital Projects	\$ 27,246	\$ -	\$ 27,246
Total Assets	\$ 213,794	\$ 396,518	\$ 610,312
Liabilities:			
Accounts Payable	\$ 29,491	\$ -	\$ 29,491
Due to General Fund	\$ -	\$ 27,246	\$ 27,246
Total Liabilities	\$ 29,491	\$ 27,246	\$ 56,737
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 26,801	\$ 26,801
Pavement Management	\$ -	\$ 323,061	\$ 323,061
Community Beautification	\$ -	\$ 19,410	\$ 19,410
Unassigned	\$ 184,303	\$ -	\$ 184,303
Total Fund Balances	\$ 184,303	\$ 369,272	\$ 553,575
Total Liabilities & Fund Balance	\$ 213,794	\$ 396,518	\$ 610,312

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
Revenues:				
Maintenance Assessments	\$ 995,884	\$ 995,884	\$ 1,000,648	\$ 4,764
IOB Cost Share Agreement	\$ 48,639	\$ 40,927	\$ 28,808	\$ (12,119)
Miscellaneous Income	\$ 9,250	\$ 8,479	\$ 3,878	\$ (4,601)
Interest Income	\$ -	\$ -	\$ 19	\$ 19
Total Revenues	\$ 1,053,773	\$ 1,045,290	\$ 1,033,354	\$ (11,936)
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 11,000	\$ 10,600	\$ 10,600	\$ -
FICA Expense	\$ 842	\$ 811	\$ 811	\$ -
Engineering	\$ 36,050	\$ 33,046	\$ 19,495	\$ 13,551
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Attorney Fees	\$ 24,000	\$ 22,000	\$ 22,147	\$ (147)
Annual Audit	\$ 3,265	\$ 3,265	\$ 3,265	\$ -
Management Fees	\$ 44,274	\$ 40,585	\$ 40,585	\$ 0
Information Technology	\$ 1,800	\$ 1,650	\$ 1,650	\$ -
Website Maintenance	\$ 1,200	\$ 1,100	\$ 1,100	\$ -
Telephone	\$ 250	\$ 229	\$ -	\$ 229
Postage	\$ 2,000	\$ 2,000	\$ 2,864	\$ (864)
Insurance	\$ 31,100	\$ 31,100	\$ 28,686	\$ 2,414
Tax Collector Fee	\$ 19,918	\$ 19,918	\$ 20,011	\$ (94)
Printing & Binding	\$ 1,500	\$ 1,375	\$ 920	\$ 456
Legal Advertising	\$ 5,000	\$ 4,583	\$ 718	\$ 3,865
Other Current Charges	\$ 3,000	\$ 2,750	\$ 446	\$ 2,304
Office Supplies	\$ 250	\$ 229	\$ 109	\$ 121
Property Taxes	\$ 350	\$ 350	\$ 336	\$ 14
Property Appraiser	\$ 250	\$ 250	\$ 234	\$ 16
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 193,724	\$ 183,516	\$ 161,651	\$ 21,865

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
<u>Operations & Maintenance</u>				
Security Contract	\$ 214,805	\$ 196,905	\$ 192,997	\$ 3,908
Gate Maintenance	\$ 1,200	\$ 1,200	\$ 12,464	\$ (11,264)
Guardhouse Maintenance	\$ 9,500	\$ 9,500	\$ 8,146	\$ 1,354
Telephone/Internet - Gatehouse/Pool	\$ 6,300	\$ 5,775	\$ 5,460	\$ 315
Transponders	\$ 5,000	\$ -	\$ -	\$ -
Field Management Fees	\$ 31,022	\$ 28,437	\$ 28,437	\$ 0
Electric	\$ 54,075	\$ 49,569	\$ 53,209	\$ (3,640)
Water & Sewer	\$ 13,915	\$ 12,755	\$ 12,080	\$ 675
Gas	\$ 7,150	\$ 7,150	\$ 8,487	\$ (1,337)
Trash Removal	\$ 613	\$ 562	\$ 562	\$ (0)
Maintenance - Lakes	\$ 38,531	\$ 35,320	\$ 37,290	\$ (1,970)
Maintenance - Landscape Contract	\$ 98,398	\$ 90,198	\$ 103,449	\$ (13,251)
Maintenance - Additional Landscape	\$ 15,000	\$ 15,000	\$ 40,528	\$ (25,528)
Maintenance - Pool	\$ 19,944	\$ 19,944	\$ 31,347	\$ (11,403)
Maintenance - Irrigation	\$ 9,214	\$ 9,214	\$ 13,951	\$ (4,737)
Maintenance - Lighting	\$ 5,000	\$ 5,000	\$ 18,070	\$ (13,070)
Maintenance - Monuments	\$ 4,000	\$ 3,667	\$ 39	\$ 3,627
Maintenance - Fountain	\$ 700	\$ 700	\$ 765	\$ (65)
Maintenance - Other Field (R&M General)	\$ 5,000	\$ 5,000	\$ 9,002	\$ (4,002)
Maintenance - Recreation	\$ 1,500	\$ 1,500	\$ 3,890	\$ (2,390)
Holiday Landscape Lighting	\$ 16,092	\$ 16,092	\$ 12,092	\$ 4,000
Operating Supplies	\$ 750	\$ 688	\$ -	\$ 688
Sidewalk/Curb Cleaning	\$ 15,000	\$ 15,000	\$ 10,985	\$ 4,015
Miscellaneous	\$ 1,000	\$ 917	\$ 55	\$ 861
Subtotal Operations & Maintenance	\$ 573,708	\$ 530,090	\$ 603,305	\$ (73,215)
Total Expenditures	\$ 767,431	\$ 713,606	\$ 764,956	\$ (51,350)
Excess (Deficiency) of Revenues over Expenditures	\$ 286,342		\$ 268,398	
<u>Other Financing Uses:</u>				
Transfer Out - Capital Projects- Paving - Baytree	\$ 97,981	\$ 97,981	\$ 97,981	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	\$ 32,019	\$ 32,019	\$ 32,019	\$ -
Transfer Out - Capital Projects - Reserves	\$ 64,041	\$ 64,041	\$ 64,041	\$ -
Transfer Out - Community Beautification Fund	\$ 45,265	\$ -	\$ -	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ 47,036	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ 286,342	\$ 194,041	\$ 194,041	\$ -
Net Change in Fund Balance	\$ 0		\$ 74,357	
Fund Balance - Beginning	\$ -		\$ 109,947	
Fund Balance - Ending	\$ 0		\$ 184,303	

Baytree
Community Development District
Capital Projects Reserve
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ -	\$ -	\$ 2	\$ 2
Expenditures:				
Lake Bank Restoration/Evaluation	\$ 30,000	\$ 30,000	\$ 34,100	\$ (4,100)
Sidewalk/Gutter Repair	\$ 10,000	\$ -	\$ -	\$ -
Drainage Maintenance	\$ 8,000	\$ 8,000	\$ 9,745	\$ (1,745)
Curb-Tree Trimming/Replacements	\$ 4,000	\$ -	\$ -	\$ -
Recreation Area Improvements	\$ 5,000	\$ -	\$ -	\$ -
Gate Operators	\$ -	\$ -	\$ 17,501	\$ (17,501)
Bank Fees	\$ 600	\$ 550	\$ 418	\$ 132
Total Expenditures	\$ 57,600	\$ 38,550	\$ 61,764	\$ (23,214)
Excess (Deficiency) of Revenues over Expenditures	\$ (57,600)	\$ -	\$ (61,762)	\$ -
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 64,041	\$ 64,041	\$ 64,041	\$ -
Total Other Financing Sources (Uses)	\$ 64,041	\$ 64,041	\$ 64,041	\$ -
Net Change in Fund Balance	\$ 6,441	\$ -	\$ 2,279	\$ -
Fund Balance - Beginning	\$ 2,521	\$ -	\$ 24,521	\$ -
Fund Balance - Ending	\$ 8,961	\$ -	\$ 26,801	\$ -

Baytree
Community Development District
Pavement Management
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 26	\$ 26
Total Revenues	\$ -	\$ -	\$ 26	\$ 26
Expenditures:				
Bank Fees	\$ 500	\$ 458	\$ 419	\$ 40
Roadway Paving	\$ -	\$ -	\$ 263,945	\$ (263,945)
Total Expenditures	\$ 500	\$ 458	\$ 264,364	\$ (263,905)
Excess (Deficiency) of Revenues over Expenditures	\$ (500)		\$ (264,337)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 97,981	\$ 97,981	\$ 97,981	\$ -
Transfer In - IOB	\$ 32,019	\$ 32,019	\$ 32,019	\$ -
Total Other Financing Sources (Uses)	\$ 130,000	\$ 130,000	\$ 130,000	\$ -
Net Change in Fund Balance	\$ 129,500		\$ (134,337)	
Fund Balance - Beginning	\$ 457,388		\$ 457,398	
Fund Balance - Ending	\$ 586,888		\$ 323,061	

Baytree
Community Development District
Community Beautification
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Bank Fees	\$ 400	\$ 367	\$ 150	\$ 217
Total Expenditures	\$ 400	\$ 367	\$ 150	\$ 217
Excess (Deficiency) of Revenues over Expenditures	\$ (400)		\$ (150)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 45,265	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 45,265	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 44,865		\$ (150)	
Fund Balance - Beginning	\$ 19,510		\$ 19,560	
Fund Balance - Ending	\$ 64,375		\$ 19,410	

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 214,737	\$ 686,016	\$ 30,426	\$ 20,820	\$ 10,890	\$ 24,103	\$ 2,266	\$ 11,330	\$ 60	\$ -	\$ -	\$ 1,000,648
IOB Cost Share Agreement	\$ -	\$ -	\$ 4,571	\$ -	\$ 12,118	\$ -	\$ -	\$ 12,119	\$ -	\$ -	\$ -	\$ -	\$ 28,808
Miscellaneous Income	\$ 238	\$ 560	\$ 589	\$ 50	\$ 584	\$ 10	\$ 368	\$ 49	\$ 548	\$ 475	\$ 409	\$ -	\$ 3,878
Interest Income	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ 19
Total Revenues	\$ 239	\$ 215,298	\$ 691,178	\$ 30,478	\$ 33,524	\$ 10,902	\$ 24,473	\$ 14,437	\$ 11,881	\$ 535	\$ 409	\$ -	\$ 1,033,354
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 800	\$ 1,000	\$ -	\$ 10,600
FICA Expense	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 61	\$ 61	\$ 77	\$ -	\$ 811
Engineering	\$ 3,305	\$ 3,358	\$ 2,285	\$ 1,018	\$ 3,330	\$ -	\$ 1,420	\$ 3,050	\$ 255	\$ 1,475	\$ -	\$ -	\$ 19,495
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Attorney Fees	\$ 2,295	\$ 630	\$ 1,755	\$ 2,228	\$ 2,363	\$ 788	\$ 2,079	\$ 2,585	\$ 1,833	\$ 2,513	\$ 3,080	\$ -	\$ 22,147
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,265	\$ -	\$ -	\$ -	\$ 3,265
Management Fees	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ 3,690	\$ -	\$ 40,585
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ 1,650
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ 1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 920	\$ 63	\$ 275	\$ 331	\$ 75	\$ 40	\$ 469	\$ 6	\$ 389	\$ 74	\$ 221	\$ -	\$ 2,864
Insurance	\$ 28,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,686
Tax Collector Fee	\$ -	\$ 4,295	\$ 13,720	\$ 609	\$ 418	\$ 218	\$ 480	\$ 45	\$ 227	\$ -	\$ -	\$ -	\$ 20,011
Printing & Binding	\$ 309	\$ 108	\$ 30	\$ 53	\$ 71	\$ 10	\$ 129	\$ 115	\$ 81	\$ 13	\$ -	\$ -	\$ 920
Legal Advertising	\$ -	\$ 243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476	\$ -	\$ -	\$ -	\$ 718
Other Current Charges	\$ 40	\$ 40	\$ 39	\$ 40	\$ 41	\$ 40	\$ 40	\$ 47	\$ 40	\$ 40	\$ 40	\$ -	\$ 446
Office Supplies	\$ 1	\$ 1	\$ 18	\$ 1	\$ 19	\$ 1	\$ 23	\$ 0	\$ 23	\$ 1	\$ 21	\$ -	\$ 109
Property Taxes	\$ -	\$ 336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336
Property Appraiser	\$ -	\$ -	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Subtotal General & Administrative	\$ 48,247	\$ 14,089	\$ 23,373	\$ 9,293	\$ 11,332	\$ 6,113	\$ 9,656	\$ 10,866	\$ 10,913	\$ 9,392	\$ 8,377	\$ -	\$ 161,651

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	\$ 19,100	\$ 15,618	\$ 16,149	\$ 20,116	\$ 15,866	\$ 15,842	\$ 19,832	\$ 17,469	\$ 15,866	\$ 21,271	\$ 15,866	\$ -	\$ 192,997
Gate Maintenance	\$ -	\$ 1,050	\$ 691	\$ 1,111	\$ 522	\$ 1,670	\$ 5,729	\$ 677	\$ 1,013	\$ -	\$ -	\$ -	\$ 12,464
Guardhouse Maintenance	\$ 60	\$ 312	\$ 2,839	\$ 60	\$ -	\$ 2,200	\$ 60	\$ 469	\$ 635	\$ 1,511	\$ -	\$ -	\$ 8,146
Telephone/Internet - Gatehouse/Pool	\$ 516	\$ 516	\$ 516	\$ 516	\$ 516	\$ -	\$ 526	\$ 556	\$ 596	\$ 596	\$ 602	\$ -	\$ 5,460
Transponders	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management Fees	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ 2,585	\$ -	\$ 28,437
Electric	\$ 4,108	\$ 4,346	\$ 4,457	\$ 4,554	\$ 4,865	\$ 5,425	\$ 5,078	\$ 5,002	\$ 5,132	\$ 5,111	\$ 5,130	\$ -	\$ 53,209
Water & Sewer	\$ 1,232	\$ 918	\$ 1,085	\$ 942	\$ 1,166	\$ 1,346	\$ 976	\$ 961	\$ 877	\$ 1,281	\$ 1,296	\$ -	\$ 12,080
Gas	\$ 28	\$ 542	\$ 1,060	\$ -	\$ 1,881	\$ 2,243	\$ 1,044	\$ 835	\$ 574	\$ 176	\$ 104	\$ -	\$ 8,487
Trash Removal	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ -	\$ 562
Maintenance - Lakes	\$ 2,930	\$ 3,810	\$ 3,590	\$ 3,810	\$ 2,930	\$ 3,810	\$ 2,930	\$ 3,810	\$ 2,930	\$ 3,810	\$ 2,930	\$ -	\$ 37,290
Maintenance - Landscape Contract	\$ 7,961	\$ 7,961	\$ 7,961	\$ 9,946	\$ 9,946	\$ 9,946	\$ 9,946	\$ 9,946	\$ 9,946	\$ 9,946	\$ 9,946	\$ -	\$ 103,449
Maintenance - Additional Landscape	\$ 1,550	\$ 875	\$ 4,450	\$ 5,530	\$ 3,150	\$ 150	\$ 8,925	\$ 5,373	\$ 9,725	\$ 800	\$ -	\$ -	\$ 40,528
Maintenance - Pool	\$ 7,135	\$ 2,701	\$ 7,521	\$ 2,021	\$ 1,521	\$ 1,481	\$ 2,631	\$ 2,044	\$ 1,100	\$ 1,531	\$ 1,661	\$ -	\$ 31,347
Maintenance - Irrigation	\$ 23	\$ 1,903	\$ -	\$ 1,312	\$ 1,718	\$ 1,075	\$ 1,084	\$ 150	\$ 939	\$ 4,352	\$ 1,395	\$ -	\$ 13,951
Maintenance - Lighting	\$ -	\$ -	\$ 6,018	\$ 4,147	\$ -	\$ 457	\$ 308	\$ 5,294	\$ -	\$ 1,190	\$ 655	\$ -	\$ 18,070
Maintenance - Monuments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ 39
Maintenance - Fountain	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ 215	\$ 40	\$ 40	\$ 215	\$ 40	\$ 40	\$ -	\$ 765
Maintenance - Other Field (R&M General)	\$ -	\$ -	\$ -	\$ 740	\$ 5,731	\$ 382	\$ 469	\$ 92	\$ 769	\$ 557	\$ 262	\$ -	\$ 9,002
Maintenance - Recreation	\$ 945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,745	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ 3,890
Holiday Landscape Lighting	\$ 8,046	\$ -	\$ 1,632	\$ 2,414	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,092
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ 1,700	\$ -	\$ -	\$ 885	\$ 8,900	\$ (500)	\$ -	\$ -	\$ -	\$ 10,985
Miscellaneous	\$ -	\$ -	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55
Subtotal Operations & Maintenance	\$ 56,271	\$ 43,189	\$ 60,837	\$ 61,555	\$ 52,449	\$ 48,879	\$ 64,845	\$ 64,293	\$ 53,653	\$ 54,808	\$ 42,524	\$ -	\$ 603,305
Total Expenditures	\$ 104,518	\$ 57,278	\$ 84,210	\$ 70,849	\$ 63,781	\$ 54,992	\$ 74,502	\$ 75,159	\$ 64,567	\$ 64,200	\$ 50,902	\$ -	\$ 764,956
Excess Revenues (Expenditures)	\$ (104,279)	\$ 158,020	\$ 606,968	\$ (40,371)	\$ (30,257)	\$ (44,090)	\$ (50,029)	\$ (60,722)	\$ (52,686)	\$ (63,665)	\$ (50,493)	\$ -	\$ 268,398
<u>Other Financing Sources/Uses</u>													
Transfer Out - Capital Projects - Paving - Baytree	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,981	\$ -	\$ 97,981
Transfer Out - Capital Projects - Paving - IOB Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,019	\$ -	\$ 32,019
Transfer Out - Capital Projects - Reserves	\$ -	\$ -	\$ 32,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,021	\$ -	\$ 64,041
Transfer Out - Community Beautification Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - Rebalance First Quarter Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 32,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,021	\$ -	\$ 194,041
Net Change in Fund Balance	\$ (104,279)	\$ 158,020	\$ 574,948	\$ (40,371)	\$ (30,257)	\$ (44,090)	\$ (50,029)	\$ (60,722)	\$ (52,686)	\$ (63,665)	\$ (212,514)	\$ -	\$ 74,357

Baytree
Community Development District
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments \$ 1,037,545.00 \$ 1,037,545.00
Net Assessments \$ 996,043.20 \$ 996,043.20

ON ROLL ASSESSMENTS

100.00% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/21/22	ACH	\$14,850.95	(\$754.30)	\$0.00	\$14,096.65	\$14,096.65	\$14,096.65
11/29/22	ACH	\$209,000.00	(\$8,360.00)	\$0.00	\$200,640.00	\$200,640.00	\$200,640.00
12/13/22	ACH	\$678,945.00	(\$27,157.80)	\$0.00	\$651,787.20	\$651,787.20	\$651,787.20
12/22/22	ACH	\$35,436.40	(\$1,207.36)	\$0.00	\$34,229.04	\$34,229.04	\$34,229.04
01/12/23	ACH	\$31,367.00	(\$941.00)	\$0.00	\$30,426.00	\$30,426.00	\$30,426.00
02/01/23	ACH	\$0.00	\$0.00	\$1,460.45	\$1,460.45	\$1,460.45	\$1,460.45
02/09/23	ACH	\$19,800.00	(\$440.00)	\$0.00	\$19,360.00	\$19,360.00	\$19,360.00
03/09/23	ACH	\$11,000.00	(\$110.00)	\$0.00	\$10,890.00	\$10,890.00	\$10,890.00
04/12/23	ACH	\$23,945.65	\$0.00	\$0.00	\$23,945.65	\$23,945.65	\$23,945.65
04/28/23	ACH	\$0.00	\$0.00	\$157.50	\$157.50	\$157.50	\$157.50
05/09/23	ACH	\$2,200.00	\$0.00	\$66.00	\$2,266.00	\$2,266.00	\$2,266.00
06/09/23	ACH	\$6,600.00	\$0.00	\$198.00	\$6,798.00	\$6,798.00	\$6,798.00
06/16/23	ACH	\$4,400.00	\$0.00	\$132.00	\$4,532.00	\$4,532.00	\$4,532.00
07/28/23	ACH	\$0.00	\$0.00	\$59.88	\$59.88	\$59.88	\$59.88
TOTAL		\$ 1,037,545.00	\$ (38,970.46)	\$ 2,073.83	\$ 1,000,648.37	\$ 1,000,648.37	\$ 1,000,648.37

100%	Net Assessments Collected
0	Net Assessments Remaining