

*Baytree Community
Development District*

Agenda

February 7, 2024

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

January 26, 2024

Board of Supervisors
Baytree Community

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, February 7, 2024 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Engineer's Report
3. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
4. Consent Agenda
 - A. Approval of Minutes of the December 6, 2023 Board of Supervisors Meeting
5. Agenda
 - A. Ratification of Landscape Maintenance Services Agreement with US Lawns
 - B. Consideration of Resolution 2024-03 Adopting a Records Retention Policy
 - C. Consideration of Resolution 2024-04 Authorizing the Use of Electronic Documents and Signatures
 - D. Consideration of Resolution 2024-05 Designating Assistant Secretary and Assistant Treasurer of the District
 - E. Consideration of Small Project Agreement for Lake Bank Restoration with American Shoreline Restoration Inc.
 - F. Discussion of Pool Deck Resurfacing Project
6. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 1. Memo Regarding Annual Ethics Training Requirement
 - ii. District Manager
 - iii. Field Manager
 1. Discussion of Repairs for Broken Sink Pipe on Balmoral
 2. Update on Fire Damage Repairs of Berchington
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 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, **December 6, 2023** at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum:

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

Also present were:

Jeremy LeBrun	District Manager
Michael Pawelczyk (<i>via phone</i>)	District Counsel
Andy Hatton	Field Manager
Rusty Kahoe	ProGreen
Meredith Di Vita	US Lawns
Chris Semko	US Lawns
Bob Eksten	BCA President
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Brown called the meeting to order at 1:31 p.m. and Mr. LeBrun called the roll. The Pledge of Allegiance was recited. All Supervisors were present.

Mr. Mills: Alright. I'm going to divert from the agenda slightly, because we have some guests with us today.

- **Agenda – Presentation of Landscape Maintenance Proposals/Vendor Q&A**
(*Item 6A*)
 - i. ProGreen**

Mr. Mills: We have representatives from the two landscaping companies that we requested quotes from. So, I'm going to ask them to go first. This is a public meeting. You are

welcome to stay if you would like, but I think it would benefit us and you, if one of you would leave and when we finish the other one, then you come back in. So, I'm going to ask you two to decide who wants to go first.

Mr. Kahoe: I'll go first.

Representatives of US Lawns left the meeting.

Mr. Mills: Please provide your name and the company you're with.

Mr. Kahoe: I am Mr. Rusty Kahoe, with ProGreen Services (ProGreen). I believe that Jeremy has our proposal, but I brought copies in case you needed them. I'll just give you a brief overview of ProGreen and then if you have any questions, I'll be available to try to answer them. If I can't answer it, I'll definitely follow up with you. So, a little bit about ProGreen. We are a \$20 million company. We're not the largest by any stretch, but we're not the smallest either. We have four locations right now. Our main corporate office is in West Palm Beach, but we have, of course, an office here in Melbourne, right here off of Suntree. We're literally 5 minutes from you guys. We also have our sister location in St. Cloud, which covers Central Florida. Then we have another location over in Lakeland. We are actually opening up a new Broward location that will probably be online by the end of the year. Strategically, we're actually looking at two other locations for the first quarter of next year, one in Tampa and an additional one down in Port St. Lucie.

Mr. Mills: Rusty, what's your position?

Mr. Kahoe: I was hired on originally as the Business Development Manager for ProGreen. Basically, my territory was from the east coast to the west coast of Florida. But subsequently, earlier this year, they asked me to come over and help manage the Melbourne office. A little bit about myself. I was with Delta Airlines for 12 years, working in operations and project management. I started as a flight attendant. I've literally been just about everywhere in the world. I love to travel. I love people. I subsequently left Delta and went to work for an advertising company. I did international operations for them. I've literally set up operations all over the world. So, if you've ever been in operations or anything like that, you can imagine the headaches and frustrations and all that fun stuff. I left them and ended up starting my own business in Atlanta. I ended up growing that to several million dollars, sold it, moved down here, got into real estate and then somehow ended up back in landscaping. I still do real estate. That's kind of my side gig. I have kind of a diverse background. I'm probably not your typical

landscaping guy, because, like I said, I kind of grew up in more of a corporate environment. So, I tend to look at things more corporately and try to get things done. I'm a taskmaster. That's kind of what I say to everybody. I just get things done. I usually make a list, like Jeremy or any of these who work with me, we make a list and we get things checked off. That's my primary goal. A couple things that I always say to the Boards that I work with, I'm a little bit different in the sense with the landscaping, but we're not necessarily in the landscaping business or in the trust business. I tell that to everybody because I'm serious about that. I tell my guys, my crew members, that you entrust us to maintain your properties and what you guys are responsible for maintaining as well. So, when that trust gets lost, we're done. There are 20 other companies that do what we do. So, it is imperative that we maintain that level of trust, that level of service, that level of commitment and communication, because that's probably the key to a lot of those things, being proactive and communicating. Anyway, so, that's a little bit about me and a little bit about ProGreen. If you have any questions, I'll try to answer anything or if you want me to go over the proposal, I can do that as well. I'm just here to help you guys and figure out what your points of pain are. Andy and I kind of went through everything, so I'm pretty familiar on what services you've been getting, what you haven't been getting and the reason why you're really making the change.

Mr. Mills: Well, I'm going to ask each Board Member if they have any questions and then I have a list of questions, because my responsibility is landscaping.

Mr. Kahoe: Absolutely. You're my new best friend.

Mr. Mills: So, we'll start with Richard. Richard, do you have any questions?

Mr. Bosseler: I do have one question.

Mr. Kahoe: Yes sir.

Mr. Bosseler: As you toured our area here in Baytree, what did you think the weak areas were in landscaping?

Mr. Kahoe: In talking to Andy, just from his perspective, because I think that was critical, as he's working hand in hand with your current provider, one area was being proactive. Things that should be getting caught are getting missed and there was not a plan. There was no 30, 60, 90-day plan. One of the things that I like to do with my Boards, is to sit down and come up with a one-year, three-year, five-year plan. As you guys know, if you're a homeowner, your property ages and there needs to be a plan in place of, one, how are you going to pay for those things and

two, what are you going to do? What kind of improvements you're going to make, whether that's changing out plant material and things of that nature. So, I would say those were the kind of things that I noticed. Operationally, things I saw were just areas that were missed. When I toured the property, none of the flowers up front have been done and I think they've been vacant for a pretty long while. I drive up and down Wickham probably 15 times a day and there are things like that. Just really little attention to detail, those type of things, such as quality. Weeds are always an issue. I think, too, you guys have these little common areas throughout the community and it seems like there wasn't a real good idea of how those were being managed or how those were being serviced.

Mr. Bossler: Thank you.

Mr. Mills: Rick?

Mr. Brown: In your quote, you didn't include the trimming of Palm trees. Were you asked to quote on that?

Mr. Kahoe: I think we had that quoted separately. Typically, if it's a normal Palm, like a Sable or something like that, it's \$35 for us to trim it.

Mr. Brown: Okay.

Mr. Kahoe: We do have our own Arbor Division. The way program is set up, we have different divisions inside the company. So, for example, that falls into the Maintenance Sales Division. We also have our own Irrigation Division and a new Construction Division. If you've been to the Costco here in Melbourne, we did all of that work there. We did all the irrigation, all the plants, everything at that location. We currently have multiple projects going on throughout the State from a new construction perspective, mainly right now, on the west coast. We do a lot with these large warehouse Amazon, FedEx, type centers.

Mr. Brown: So, based upon what you just told me, your company is also able to do tree trimming?

Mr. Kahoe: Correct.

Mr. Brown: That would be an extra charge.

Mr. Kahoe: Yes, sir. We can sit down and go through that with Andy and identify whether you want to just do Palms or Oaks or whatever the case may be. We typically handle that outside of the normal contract.

Mr. Brown: I also noticed that in your proposal, you had quite a litany of available resources for storm prep.

Mr. Kahoe: Yes, sir.

Mr. Brown: I assume that also counts for storm cleanup.

Mr. Kahoe: Yes, sir. We try to publish that ahead of time, because what we found, a lot of times when we do have an event, you may have loss of power or loss of communication. If we can publish as much information as we can about what that cleanup could potentially cost, that kind of gives you as a Board or the Property Management Company, to have an idea of what that's going to look like. Because, as you know, if you've ever been through a storm in Florida, it could be chaos. So, to me, one of the things I always say to my crew, is poor planning equals poor performance. So, if we can be proactive and plan ahead, it allows us to perform.

Mr. Brown: I guess one of the questions that I would have, is that we, along with a number of other communities that you service, what's your availability, especially for cleanup?

Mr. Kahoe: Well, ideally, you're going to triage that. Right? I mean, if you have a situation where you have trees blocking roadways and things of that nature, that's going to take a priority over somebody's tree down in their yard.

Mr. Brown: Right.

Mr. Kahoe: Normally what we do as a group, is once we get the all clear, we usually have our guys and gals driving around and doing that triage and then we take an assessment. Of course, some of that is phone calls and pictures and those types of things. That's where, to me, communication is critical.

Mr. Brown: Right.

Mr. Kahoe: I've worked airline accidents before where we had airplanes down on runways. So, you have to be coordinated. You need to communicate and you need to have a plan in place to do that kind of stuff. Otherwise, it's just chaos.

Mr. Brown: Right.

Mr. Kahoe: To your point, if you can make a quick assessment of what needs to get done, we can move assets where it needs to happen and get the community at least up and running and get roadways cleared and functioning.

Mr. Brown: That makes sense. Good. You mentioned that irrigation repair costs are an extra charge, which is okay.

Mr. Kahoe: Right.

Mr. Brown: But in looking at some of the invoices that we paid over the course of the past number of years, most of the irrigation repairs have to do with broken sprinkler heads, which are caused by the people that mow.

Mr. Kahoe: Right.

Mr. Brown: So, how do you determine whether or not it's our responsibility to pay for it or yours?

Mr. Kahoe: Well, normally, in a situation like that, we try to evaluate what occurred. I mean, if it's something where, if our tech, for example, knows that it's right on this curb and we see a mower that's running over it and see the tire tracks or whatever the case may be, we're going to eat that.

Mr. Brown: Okay.

Mr. Kahoe: If it's a situation where maybe it's next to a driveway and somebody drives a hummer, for example and they can't turn into the driveway and they keep running over the head, then after the second time of fixing it, we need to have a conversation of relocating it. So, it goes back to communication and identifying if there is something we're doing or something that the homeowner is doing or something that maybe another vendor on the property is doing. Can we repair those things so that we're not having to fix them all the time in an ideal situation?

Mr. Brown: That's fair. Okay.

Mr. Kahoe: I don't like to say that we're irrigation experts by any stretch, but that's probably our number one area of expertise. Like I said, because we do new construction, we have technicians that are highly trained in that, especially with pump systems and some of the latest pump systems that are out there. Irrigation has turned into a whole other ballgame when it comes to electronics and the VFD drives and all this stuff that's out there. Some companies take a guy that's been on a mower and say, *"Hey, guess what? You're now an irrigation tech, go work on a \$30,000 piece of equipment that you don't really know anything about."* So, we tend to shy away from that. I'll give you a good example. We just picked up a new property over here in Viera and when we were doing our initial walk through with Property Managers, they identified five pump stations within that property. Out of the five, only four were working. So, we actually dispatched one of our senior techs from Lakeland, to come over and go through their entire system, just to make sure we could give them a true assessment of what needed to get repaired to

get that system back up and running. So, those are the kind of things, I think that's critical that we bring to the table.

Mr. Brown: The only other extra that I see in your proposal, was if we want mulch, it's extra at \$65 a cubic yard.

Mr. Kahoe: Yes, sir. You get to pick the color.

Mr. Brown: Pink.

Mr. Kahoe: No. Salmon or watermelon.

Mr. Mills: April?

Ms. Simmons: Rick already asked a few of my questions, but I did see in here, that the Palms are up to 12 feet. So, you do will do Palms.

Mr. Kahoe: Yes.

Ms. Simmons: We have a lot of Oak trees, especially on Baytree Drive. I saw that you will only cut a one-inch diameter.

Mr. Kahoe: Yeah. So, we kind of evaluate that. We had to put a number out there. It may need to be trimmed at the collar or it may not or it may need to be taken all the way back to the trunk. It may just be the tip. So, we had to put something in there, because there's so many trees out there and so many parameters. We kind of use as that, as our measuring stick, if you will. If it's anything less than that, we'll take care of it. If it's anything more than that, we need to really look at it and see what the cost could be.

Ms. Simmons: An inch is like a stick. It's not even a diameter.

Mr. Kahoe: It depends on the diameter too. So, it could be bigger. Some of these branches could be 2, 3, 6, 8 inches, depending on the tree.

Ms. Simmons: Could that be something that we talk about, because in all the other places, I've noticed it's 2 inches?

Mr. Kahoe: Sure. I'm not married to it, but like I said, if that's the difference, we'll be happy to adjust you to 2.5.

Ms. Simmons: Do you do your own spraying?

Mr. Kahoe: Yes. We have our own Ergonomics Department. They're actually at Montecito today.

Ms. Simmons: You already talked about the mulch. That's it for me.

Ms. Hall: I noticed that you install annual flowers.

Mr. Kahoe: Yes.

Ms. Hall: Do you also take care of maintaining or deadheading them?

Mr. Kahoe: Yes.

Ms. Hill: Because that's one of my pet peeves. They put them in and then they forgot about them.

Mr. Kahoe: Yeah. I've actually gone through this with my supervisor and said, *"Hey, if we get this contract, we're going to have a person that's allocated to maintain flowers,"* because you have a lot of flowers. It's critical to me, especially that front entrance, because to me it's kind of like the zoo, it's a landmark in this area. That front signage area is tremendous and it needs to look its best at all times.

Ms. Hill: Right.

Mr. Kahoe: And to your point, I mean, somebody has to be going through those beds and either weed them or deadhead them or even treat them.

Ms. Hill: We get new plants every quarter.

Mr. Kahoe: Right. They start out looking wonderful and then the next thing you know... and I'm thinking, why are we spending our money?

Mr. Kahoe: Right. My goal, is I want it to be a hard decision for you guys, for you to say, *"We need to tear those out."* I want those to thrive in a sense that they look as best they can and you all say, *"Hey, we're going to skip this because they look so good. Let's wait and do it again the next month."* So, that's my idea for some of this stuff. Secondly, in some of the communities that we've seen, they've gone to more of a perennial look and narrowed the bed space down to put some perennials in there., so there are not as many annuals, to cut some of the cost. So, we've made suggestions on doing that as well. That's not to say that you guys have to do that, but we've kind of drawn those suggestions out, just from a cost saving perspective. Again, that's something we would look at over a one-year, three-year or five-year plan. Because right now for mulch, for example, we have a lot of communities that are switching to rocks. So, we're actually working with them and saying, *"Okay, in Year 1, these are the areas that we're going to put in rock and mulch and in Year 2, we're going to have more rock and less mulch,"* so by year five, it's a totally rocked community and we're not spending \$30,000 or \$70,000 or whatever it is, to buy mulch every year. Because we can get that longevity out of the rock.

Ms. Hill: When you put in rocks, how do you keep the weeds and how do you keep it looking good?

Mr. Kahoe: You treat it just like you would weed. I mean, you're still going to have to have some type of maintenance in there, but you're not going to have that reoccurring cost every year of having to purchase new mulch. So, you may have to freshen up a rock bed maybe once every five years or something like that, depending on the amount of water erosion or trees or that kind of stuff. But the good thing with rock, is you can blow it out. If you try to blow a mulch bed out, there goes your mulch. Right? Especially if you have a high detailed area that has a lot of shrubs and stuff and you're having to trim a lot. So, it's counterintuitive to put mulch in those areas, because you're eventually going to rake it out anyway. But to your point, maintenance-wise, there's still some maintenance to it. You just don't have that purchase cost, if you will, of buying that every year.

Ms. Simmons: I have one more question about the mulch. Did you get a square footage? Do you have a ballpark?

Mr. Kahoe: I don't to be honest with you.

Mr. Hatton: 200 square feet.

Mr. Kahoe: Yeah. That's where I kind of rely on Andy to say, "*Hey, what have you guys spent over the last year?*" Then what we do from there, is once we identify what those areas are, we'll go and look and take an assessment of how much mulch is actually there. Is it dirt where we're going to have to really build up that area? Maybe if it was mulched last year or the year before, there's something remaining there we don't have to use as much. So, that number can fluctuate up or down, depending on the last time it was done, so on and so forth.

Ms. Simmons: That's good.

Mr. Mills: All right. I'm going to be the mouthy one in the organization since I'm involved. This is going to be piggybacking on a lot of what Richard asked you. You drove around through the community. What stood out as the biggest deficiency that you would say we had in your drive around?

Mr. Kahoe: For me personally, it was just messy. There were areas that were half done, especially the common areas. In addition to that, all of the flowers seem to have been changed out, but the others were not. So, it just was kind of haphazard. Again, that may be purposeful. I

don't know, but just from an outsider looking in, that's what I saw. Many of the common areas, when I went through, were just messy.

Mr. Mills: There seems to always be, with any organization, a sales crew coming out and promising everything.

Mr. Kahoe: Right.

Mr. Mills: Then when it gets down to doing the service work, it doesn't jive at all. There seems to be this disconnect between sales and service.

Mr. Kahoe: Absolutely. I've been in this business for 18 years now and you'll see, for first six months, we did great and then it goes downward from there. I'm not only the sales guy. I'm also the operations guy and you will see me regularly. That means to me a lot, because like I said, I make a list of what needs to get done. I'm not going to say we're perfect by any stretch, because we all make mistakes. We're going to break things. We're going to do the wrong things. But my wife and I have what we call, "*Chips in the bank*," where as much as I can make deposits into the bank, when I do screw up, you're going to go, "*Hey, Rusty, it's okay. I know you guys are really working hard out here.*" To your point, I think that's a commitment. Again, it goes back to what I was saying about trust. We have to make sure we're clear on what your expectations are. I think that comes to communication, where we are working with you guys saying, "*Hey, this is a plan. This is what we're doing. These are the areas we're cleaning up.*" So, you will see some progress and some improvement and that's continued moving forward. Because, as I said, as the landscape continues to mature, it has a tendency to get messy, overgrown, those kinds of things. So, it may be, that we need to pull a shrub out or we need to redo these shrubs and put some new shrubs in or whatever the case may be or we may need to relocate the irrigation, because those shrubs have grown up so high that they're not irrigating correctly.

Mr. Mills: Okay.

Ms. Hill: Do they cut back the...

Mr. Mills: I was going to get to that. One of the things that we were privileged to have before, because our current contractor has been somewhat good to us, in that when there was a hurricane and we didn't have the manpower and GMS couldn't provide it, they came and put all of the pool chairs into the pool. We never received a bill for that.

Mr. Kahoe: Right.

Mr. Mills: Do you do those kinds of things?

Mr. Kahoe: That's what I meant by, "*Chips in the bank.*" When I can do things like that. It makes this relationship so much better.

Mr. Mills: Well, it becomes a loyal thing.

Mr. Kahoe: Right. Absolutely.

Mr. Mills: Okay.

Mr. Kahoe: To me, it's like, if we know there's a need there, we try to step in wherever we can. I think you'll see that with my guys, too. I'll give you a quick example. We had a property where the property manager was carrying in a large printer by herself, trying to carry it in. My guys saw her doing that and they stopped what they were doing, grabbed it from her and took it into the building for her. That's the kind of guys that I want working for me. That's the kind of effort that I want to see.

Mr. Mills: You'll pay dividends in the end.

Mr. Kahoe: Absolutely. That's what I mean by, "*Chips in the bank.*" Because there will be a day, where you're going to call me and say, "*Hey, Rusty, you guys screwed up,*" and I'll say, "*Yeah, we did. Here's how we're going to fix it.*" But hopefully during that relationship, we're doing a lot of positive things along that path as well.

Mr. Mills: Okay. When you see that plants aren't growing properly and soil samples need to be done and I said, "*You're in violation of your contract.*" So, they pulled the soil samples and planted the flowers the next day before they even have a chance to modify the soil.

Mr. Kahoe: Right.

Mr. Mills: I'm sure you don't do that.

Mr. Kahoe: No.

Mr. Mills: Okay.

Mr. Kahoe: Yeah. That doesn't go just for annual flowers either. That goes for the turf areas. It could also go for shrub areas. Because of where we are in relation to the beach and everything, we have high pH over here, so you have to factor that into your fertilization schedule. So, you have to factor that in as well when you're doing fertilization on the turf and Palm trees and shrubs and all that stuff as well. So, it's a little bit of a balancing act, but at the same time, if you can put all that down on a calendar, poor planning equals poor performance. Right?

Mr. Mills: Yes.

Mr. Kahoe: So, if you can plan ahead, you should be able to perform that.

Mr. Mills: Exactly. You mentioned the fact, if you break sprinkler heads, you replace them.

Mr. Kahoe: Yes.

Mr. Mills: We have a lot of landscape lighting in the development.

Mr. Kahoe: Okay.

Mr. Mills: That also gets broken by the landscapers.

Mr. Kahoe: Is that because it's in the wrong place or is it from neglect?

Mr. Mills: I think it's probably neglect on their part, not our part.

Mr. Kahoe: Yeah.

Mr. Mills: I'll give you an example. When they planted the front, one light was pushed over completely into the ground.

Mr. Kahoe: It was in the bed?

Mr. Mills: It was in the bed.

Mr. Kahoe: The reason I asked it that way, is because again, if something keeps continuously being broken, let's figure out why. Is it because of neglect on our part? Is there a way that we can relocate this irrigation lighting, sign post, whatever? Can we relocate that to a position where it's not being damaged?

Mr. Mills: Right. Do you use any subcontractors?

Mr. Kahoe: The only subcontractor we will typically use, will be during extenuating circumstances. We have one subcontractor that we use for irrigation. He is a probably a State of Florida renowned pump specialist. If we get to a situation where we can't figure out what's going on with a pump, we will bring him in at our cost. Typically, like, if we have a large sod area or something like that, we may vendor that out to somebody to put the sod in, occasionally on mulch, but very rarely over here. Most of the St. Cloud contractors, have a lot more properties than what we do here. So, they'll manage that a little bit more vendor wise. But for here locally, it's probably going to be us. All of our guys, unless it's a new hire, have a t-shirt that has ProGreen on it, but all of the folks that work for us, have a name tag. So, if you ever have an issue with any of them, it's very clear. You can see who you're talking to. The only exception, I would say, if it's a new hire, you can always tell.

Mr. Mills: Yeah, we don't tell the residents that, because residents will come out and tell you how to do your job. You have one person that you're going to answer to and that's me.

Mr. Kahoe: Absolutely. The guys know that, if they get a request. If it's something that's easy and we can do it real fast, that's not a big deal.

Mr. Brown: Okay.

Mr. Kahoe: But if it's something like, *"Hey, can you cut this tree down in my backyard,"* we'll refer that back to you.

Mr. Mills: That does happen. You talked about rock. I had thought about going with rock instead of mulch, to save us money. The problem is the mulch that we have been currently using, is washable and it washes away.

Mr. Kahoe: Right.

Mr. Mills: The next thing you know, you have it in the gutters and down in the drains. We did it at the back gate and had rock in the front. Then we had a metal, aluminum...

Mr. Kahoe: Can I ask what kind of rock?

Mr. Mills: Yeah. It was river rock.

Mr. Kahoe: What size?

Mr. Mills: I don't remember. Then we had an aluminum barrier put around it.

Mr. Kahoe: Correct.

Mr. Mills: We had the mulch because the plants were in the back.

Mr. Kahoe: Correct.

Mr. Mills: Now you can't tell the difference from where the mulch and rock were.

Mr. Kahoe: Because all of the mulch ran down.

Mr. Mills: Exactly. So, we'd have to convert it all of it at one time, maybe do a section and then next year do another section.

Mr. Kahoe: Correct.

Mr. Mills: Do you put down a weed barrier cloth?

Mr. Kahoe: I am not a big fan of weed barrier cloths, because no matter how much weed barrier cloth you put down, you're not going to prevent weeds. It's going to last probably for about three to four months, if that. Then a bird or a seed or something is going to drop into it. If it's not being picked out, there's going to be a weed.

Mr. Mills: Okay.

Mr. Kahoe: Eventually, whatever you're going to go try to do in that bed, you're going to be tearing that wall back out anyway. I mean, there's a time and a place for that kind of stuff, but overall, in general terms, I'm not a fan. You will not see me trying to sell you on doing that. If we are doing a paver area or something along those lines, that is a totally different story. But if you're looking at just putting some type of ground cover material over that, whether it be rock, mulch or something like that, especially mulch, because you know it's going to wash out, it's going to get blown out and then the weeds are just going to be there anyway.

Mr. Mills: Okay. Basically, I helped design that entire front entrance from the beginning to the gatehouse.

Mr. Kahoe: Good job.

Mr. Mills: Would you work with me in helping do that? Do you have a design department that would work with us?

Mr. Kahoe: Yes.

Mr. Mills: Do you provide the plans?

Mr. Kahoe: Yes.

Mr. Mills: One of the things that we've told them about, is they've mulched right up to the trunk.

Mr. Kahoe: Correct.

Mr. Mills: You're supposed to keep away at least a foot, foot and a half away from the trunk.

Mr. Kahoe: Absolutely.

Mr. Mills: That hasn't happened. That's another issue that we have.

Mr. Kahoe: Well, it happens a lot, in the sense of the shrubs, because they will put 3 inches of mulch next to the base of a shrub and then wonder why it has fungus in it all of a sudden. Right? You just can't do that. You have to be strategic. It's not just, "*Hey, let's dump a bag of mulch everywhere.*" There's a plan. But to your point, there are certain plants that should not be in certain areas. That goes with Palm trees and things of that nature, especially with some of the diseases that are associated with the Palms. We've learned through the University of Florida and some of the studies that they're doing, with all of the different diseases, where we're having entire Palm populations getting wiped out because of the different mites and stuff, we learned that anytime there's a body of water in a ditch, you cannot put a Palm next to it because

it's going to go away. So, certain things like that, we have a good partnership with the University of Florida and try to educate and learn as we go along, because people have great ideas. It may not be the right plant for that place, because over time it may get too big, too wet or too dry.

Mr. Mills: Alright, getting down to a business decision, would you consider including mulch in your quote? The reason I say that, is every other vendor included mulch in their quotation.

Mr. Kahoe: Yeah, I can go back and look at that. Again, if I can get her two and a half inches, I can get you probably 200 yards of mulch or rocks.

Mr. Kahoe: Again, my goal is to look at your landscape and how can we improve it over a one-year, five-year plan. Right? So, if there are ways that we can save money, I'm all for that, because it allows us to do so much more for the community, where we have areas and can say, *"Hey, let's spend \$20,000 here versus putting mulch out everywhere."* Right? Yeah, mulch looks nice, but if we can do things as a community, do a better job of maintaining it and have a plan in the future, I'm all for that.

Mr. Mills: I would need to redo the back gate. I have the money to do that.

Mr. Kahoe: Right.

Mr. Mills: But I won't do it because of the lack of upkeep.

Mr. Kahoe: Right.

Mr. Mills: We have Schillings at the back gate that have been in for five years.

Mr. Kahoe: Right. It can be wet material.

Mr. Mills: Whatever.

Mr. Kahoe: Yeah. To your point, though, regarding the mulch, there is a mulch binder. I'm originally from Florida, but I spent the last 20 years in Atlanta, prior to moving back down here. We had a lot more hills up there and we use a mulch binder a lot up there, which is basically a liquid. I don't know if you guys have ever seen it. It looks like milk, but when you spray it on there, it actually adheres and dries transparent. We use that a lot in the hilly areas and things like that. So, if you have an area that's mulched that has an erosion issue or when it rains, you can get that binder for next to nothing. It's literally just a spray that is applied to hold it in place.

Mr. Mills: When you cut down a tree, do you provide the grinding of the stump or have a subcontractor do that.

Mr. Kahoe: No, we handle all of that.

Mr. Mills: Alright. You know, like I said before, what you say up front and the actual end result, sometimes doesn't work.

Mr. Kahoe: Absolutely.

Mr. Mills: Would you consider reducing your price for a 90-day period, so we can see how you perform?

Mr. Kahoe: It depends. I need a number.

Mr. Mills: Let me finish. Then at the 90-day period, if everything seems to be good, we'll repay you back your original quotation.

Mr. Kahoe: We need to flush that out a little bit more and I'd have to take that back. I didn't tell you this earlier. We're owned by one individual that is down in West Palm Beach, but he's up here once a week checking on us, checking on the properties. So, that would be something that I would have to take back to him and say, *"Hey, this is what they're proposing. Are you comfortable with this?"*

Mr. Mills: We could defer this for 90 days.

Mr. Kahoe: Yeah. If you want, we can talk further and see what that looks like. I don't want to say no, but that's above me.

Mr. Mills: Alright.

Ms. Hill: Did you have any recommendations?

Mr. Kahoe: Yeah. I think we sent all of those in. Correct?

Ms. Hill: I didn't see any.

Mr. Brown: I didn't see any.

Mr. Kahoe: If not, I can get you those.

Mr. Mills: Okay.

Mr. Kahoe: Like I said, we have Montecito, which is right down the road. I know you guys are probably familiar with them.

Mr. Mills: Yes.

Ms. Hill: Yeah.

Mr. Kahoe: We just contracted with them.

Ms. Hill: It's nice to hear from the people who you're actually servicing.

Mr. Kahoe: Yes, ma'am.

Mr. Mills: I have no further questions.

Resident (Not Identified): What is your turnover with your employees?

Mr. Kahoe: I'll be upfront. I don't care what service business you're in right now, it's tough. We work really hard to find the right people and train them correctly. I'm not going to say that they're going to do the right thing all of the time, because a lot of these guys are young, in their early twenties and thirties and landscaping is a tough job in the Summer.

Mr. Mills: It is.

Mr. Kahoe: I did it for a while. But to me, it's us holding people accountable, because at the end of the day, I hold myself accountable for things like that. If we have somebody that's not living up to our standard, they shouldn't be on your property.

Resident (Not Identified): Okay.

Mr. Kahoe: But again, that also comes back to communication, if you see somebody doing something that they shouldn't be doing, such as driving too fast, we have probably 200 trucks on the road at any given time during the week, with the size of our operation and they all have GPS and cameras, which provide alerts. For example, if somebody is speeding, it will actually send alerts to the managers on who is doing that. We would then have a conversation with the employee, because they will lose their driving privileges, which is tied to their pay. So, there are things in place like that. Like I said, typically on a property this size and this scope, we will have a supervisor on duty here while our crew is onsite. Now, they're not going to be here the whole time, but they will usually come in in the morning, make sure everybody's set up and ready to go and then they will check back in with them. The good thing is that you're 5 minutes from my shop and I manage by walking around. I do not sit behind a desk. Like this morning, I've already been to three properties, checking on crews, making sure everyone is where they need to be, talking to Board Members, making sure everything's good and we don't have any issues. But service is tough right now.

Resident (Not Identified): Okay.

Mr. Kahoe: To be honest with you. It is not like it used to be.

Resident (Not Identified): It is nice that you're honest.

Mr. Kahoe: If you guys go to Target, I think Target has a sign saying that they pay \$15 an hour. So, for us just to talk a little bit about our business, a typical landscaping person that had experience and made \$10 an hour a couple of years ago, would now be making \$20 an hour. I

equate it to being a farmer, in a sense. I don't know if you ever watch farming, but the price of corn probably hasn't gone up \$10 in the last 20 years; however, a combine is now a multimillion-dollar piece of equipment. It's kind of the same thing in the landscaping business, where some of our mowers are \$20,000 to \$30,000, depending on the size. If you look at the contracts, they haven't gone up to keep up with that cost. So, it's a challenge. Labor costs have gone through the roof for just about everybody. I don't think it's just landscaping.

Mr. Mills: Do have any questions from us, Rusty?

Mr. Kahoe: Timeline wise, I assume you guys are looking at January 1st. Is that still the plan?

Mr. Mills: Well, I thought we could probably do it today, but you need to get back to us.

Mr. Kahoe: If you want, let me know what your thoughts are on the 90-day piece.

Mr. Mills: We're paying \$100,000 now?

Mr. LeBrun: For the budget?

Mr. Mills: Yes.

Mr. LeBrun: For the landscape contract for Fiscal Year 2024, the budget is...

Mr. Mills: The one before it, for 2023.

Mr. LeBrun: Oh, for last year's budget.

Mr. Mills: It's either \$90,000 or \$100,000.

Mr. Hatton: It's just over \$100,000.

Mr. LeBrun: For Fiscal year 2023, the Adopted Budget, the landscape contract is \$98,398.

Mr. Mills: So, you're going to lose \$29,000 for three months.

Mr. Kahoe: We're going to defer it for three months. Let me talk to my group and see where we are, because like I said, we want the contract, otherwise we wouldn't be here. So, let me see what they're willing to do.

Mr. Mills: Okay.

Mr. Kahoe: We're talking about January, February and March.

Mr. Mills: Yes. The beginning of April.

Mr. Kahoe: Okay. I would order two and a half inches of mulch.

Mr. Mills: Yes, include the mulch.

Mr. Kahoe: Okay. I need to write all of this down. Otherwise, it doesn't exist.

Mr. Mills: We have a lot of competition, as you'd know, west of I-95. This is a seasoned community. It has nice, mature trees. We want it to be the community of choice.

Mr. Kahoe: Right.

Mr. Mills: The only way that we can do that, is to get a landscaper who lives and breathes landscaping and who will make this a pristine community.

Mr. Kahoe: Just so you know, too, a little bit about our team, my direct boss is the Senior Vice President of Operations. He's been in the Florida landscaping business for 35 plus years and is probably one of those guys who can walk into any situation and say, *"This is what's wrong with this."* It's kind of like my dad with cars. My dad was a mechanic for years and could listen to a car and tell you what's wrong with it. Randy, my boss, is kind of that same guy. We were meeting this morning at two of our other properties, just going through it, because he likes to see an assessment of what the properties look like. So, he kind of measures those two and says, *"Hey, are we improving?"* We want to make sure things are improving. We don't want to go in the other direction. So, he does that as well. He's pretty hands on in that respect as well, which is tremendous for us.

Mr. Mills: Okay.

Mr. Kahoe: Alright. So, we're saying \$100,000.

Mr. Mills: It was \$129,000 or whatever your proposal was.

Mr. Kahoe: So, we would defer \$29,000.

Mr. Mills: To April 1.

Mr. Kahoe: Are we going to get that in one lump sum?

Mr. Mills: In three months, we'll pay that back to you.

Mr. LeBrun: We can structure it.

Mr. Mills: We can structure that any way you'd like to have it. You would probably want to pay it back in one lump sum.

Mr. Kahoe: More than likely, but if you need us to spread that out, we could possibly do that.

Mr. Mills: Oh, that's even better.

Mr. Kahoe: Well, like I said, let me kick this back to them. Let me figure out if they're okay with that.

Mr. LeBrun: Also, just for the timeline, there would be some time that we would have to go back and forth with whoever the Board selects. If they decide to make a change, District Counsel would prepare an agreement, which they would have to agree to and we could bring that back to the Board. We also have to provide a termination notice to our current provider, if we were to switch, as there was a 30-day termination provision. Rusty, feel free to jump in, but we need time to see when you would get started.

Mr. Mills: February 1st would probably be the date.

Mr. Kahoe: That's what I was asking.

Mr. LeBrun: So, we can bring all of this back to the Board at the January meeting.

Ms. Hill: Would the new number that he comes back with include the mulch?

Mr. Mills: Yes.

Mr. Kahoe: And then monthly, do you guys prefer an Executive Summary Report with all of the activities that occur?

Mr. Mills: Yes. I think Andy and I both should have that.

Mr. Kahoe: Okay. Because I typically do that for my CDD properties. I think it helps a lot.

Mr. Mills: Yes.

Mr. Kahoe: So, you guys can ask questions, typically, I try to break it down and say, *"This is what we did throughout the month."* I actually put date ranges on there so you can see that. Then I say, *"This is what we have coming up. These are the proposals that we've sent in that either haven't been approved or projects that we think need to complete."* So, it's kind of a comprehensive monthly report.

Mr. Mills: That would be great.

Mr. Kahoe: Then if there are work orders or things like that, we can put those in there too, showing how those have been completed.

Mr. Mills: That would be great.

Mr. Kahoe: Okay.

Mr. Mills: Alright. Thank you, Rusty. We appreciate your time.

Mr. Kahoe: Absolutely.

Mr. Kahoe left the meeting.

ii. US Lawns

Mr. Kahoe left the meeting.

Representatives of US Lawns joined the meeting.

Mr. Mills: Would you like to introduce yourselves?

Ms. Di Vita: Yes.

Mr. Semko: Good afternoon. My name is Mr. Chris Semko and I'm the General Manager at US Lawns. I'm kind of the point guy of everything that goes on here. All operation aspects will be running underneath me. This is Meredith, our Business Developer. We're excited for the opportunity to be here and thank you guys for allowing us to be here. In your packets, we have a PowerPoint slide that basically explains a little bit of who we are. I'm going to go through a little bit, so you guys have a true understanding of it. US Lawns is a franchise company. We're a national brand, but we're also locally owned by each individual owner. We have been in Brevard County for over 20 plus years and our shop is 10 minutes from this location. I have experience working with CDDs all over the area. I'm new to US Lawns. I've been here for over four months, but I've worked with Andy at several other properties and other CDDs. I have a lot of fun stories.

Mr. Mills: I feel sorry for you.

Mr. Semko: I can say, really, the biggest thing that separates us from our competition and something that we preach and believe in, is partnership. Working with Andy for so many years and working with Board Members such as yourself, partnerships are the biggest things that separate us. You can hire any landscaper that you want. There are hundreds of them out there that have a trailer and a truck and everybody making all kinds of promises. But I can tell you, the good, the bad and ugly that goes to our industry. We're not a perfect company, but we work through those things with you and have a plan for success to help you guys. So, realistically here, the biggest piece, I think always in anything that we do, is partnership. Nothing really truly works without that. We want to work within the budget that you guys are within and to be completely open and transparent with the process and understand the CDD. All of the pricing is set up, but in regards to budgeting for the future, when you have increases, there's not going to be any kind of sudden increase that comes out of nowhere. You'll see what's happening from a year-to-year basis. You have a property that has been here for a long time. So, I think the biggest and most important thing too, is you have to start planning and budgeting. We would work with you guys, looking at all the landscaping from the front entrance to the areas on the Boulevard and

areas that are controlled by you guys and saying, *“What is the plan to replace the plant material that's here? What are some before and after pictures so you guys can start seeing and visioning what it can be for the next 20 years.”* Plant material in general, only lasts about seven years, but with good fertilization and irrigation, it lasts 10 years, because the weather could be cold or hot. We are experiencing that right now. So, that kind of affects it. We want to go through this area and make sure that you guys have a serious plan. The biggest thing is what we do right here. We also come up with a plan of execution for the property. You guys will have detailed maps so you'll know what section is being trimmed on a week-to-week basis. That way, you will understand exactly where we are. There will be irrigation inspections and irrigation reports, our reporting system that basically shows everything. We're licensed to do everything. We do tree work. We do everything. Everything is done in house. We don't outsource anything. So, it's literally like a one stop shop. We basically take care of everything and our team basically does it. You will have a dedicated Account Manager who will work under me. I'll be available to come to every CDD meeting to talk about everything.

Mr. Mills: Really?

Mr. Semko: Yeah.

Ms. Di Vita: Someone on our team can be at any meeting.

Mr. Semko: For any CDD that we provide services for, I've always attended every CDD meeting because it's an important aspect of landscaping. It's one of the largest parts of your budget. We want to make sure that we're communicating. We want to make sure that there's a monthly report. You also receive a Landscape Report, which will have recommendations. So, that's a little bit of about us and what we do. We have an irrigation license. We have everything under the sun. Probably the biggest thing that separates us, is we've been in this area for so long. We've been with our customers for over 10, 12, 13 years. So, we believe in that partnership aspect, because we don't want to just be here for one cycle or one contract. We're looking for the future aspects, like how we can build long term.

Ms. Hill: Did you give us a list of who you've been with?

Ms. Di Vita: There are some references on there. I can also provide some more that we have come up with over the past couple of weeks. We also take care of Space Coast Credit Union right here on the corner. We do all their landscaping, fertilization, irrigation upgrades, a lot of extras.

Mr. Mills: That's a negative already.

Mr. Brown: That's not necessarily a positive.

Ms. Simmons: We're not thrilled with that.

Mr. Mills: You didn't plant all of that shrubbery on the other side of the fence, did you?

Ms. Di Vita: We only maintain it.

Mr. Mills: We're just joking.

Mr. Semko: What I can leave with you guys, is really the partnership. That's what we want to do. We want to have a partnership with you guys.

Mr. Mills: Okay. I know we probably all have questions since we've all reviewed your proposal. I'll start with Richard. Do you have anything?

Mr. Bosseler: Yes. Did both of you tour our properties or just you?

Mr. Semko: No, we both did.

Ms. Di Vita: We both did and another one of our Account Managers as well.

Mr. Bosseler: Maybe you could give us two or three of your top, right off the bat items that we are really suffering from here in the community. What did you see?

Mr. Semko: Your turf quality is terrible. That's the first thing I will point out. There are a ton of weeds. Realistically, having a healthy fertilization program, is probably top priority because, the grass may be green, but it has a lot of weeds. So, I think getting the weeds in order, is a priority as well as the detail. I think the detail in general, there are some trees that are a little low. There are some landscape beds that are kind of trimmed, but not really trimmed. This place should look pristine. You guys pay a lot of money in fees and I think you should have a property that looks really good. So, those are the top two things that I would do right away and really come up with a plan. To me, it just kind of seems like they kind of chased their tail a little bit, like, wherever there's an issue, they'll run and do that. I remember when we were here looking at the property with Andy, originally, I was like, *"Man, the Palm trees look terrible"* and literally a week later, they were trimming the palms. So, it was kind of like, did Andy call them or was that told in advance? We would lay out a schedule, like, *"Hey, this is what the annuals are doing. What kind of annuals do you guys want? What kind of flowers do you want?"* We'll give you choices. We'll give you options. A lot of landscape companies come in and will probably try to tell people what to do. We like to come in and give options and partner with you guys and say, *"What look do you want here? Here are some options. This is what works. Here's a good time of*

the year to trim the Palms. Here's a good time of the year to mulch.” Some people just mulch, per the contract on a certain date. We like to mulch maybe a little bit before the holidays, so you have that look for Thanksgiving and Christmas. To me, landscaping must have a plan that moves, where a community can shine through that.

Mr. Bosseler: Okay, thank you.

Mr. Brown: I noticed that you quoted that you trim the Palm trees once a year and that's fine. But I assume you also have the ability to do tree trimming at an extra charge.

Mr. Semko: Yes, sir.

Mr. Brown: Okay. What about storm preparation and storm cleanup? Do you have the facilities to handle that?

Mr. Semko: Yeah. The good thing about that is our shop location is 10 minutes from here.

Mr. Brown: Right.

Mr. Semko: So, you'll be one of our first responding areas. We'll basically come here and set up a plan, tell you guys 24 hours, 40 hours in advance what the plan is. There'll be a whole list of things that we'll be doing. Really, the biggest thing is safety. That's, like, a big thing that we preach at our company. All of our guys are uniformed. They all have safety vests on, to make sure the community is safe. So, as soon as we're safe enough to get on the roadways, we'll come here right away, make sure the roadways are cleared, pull things off of the road, start piling things up and assess the property. That's really the biggest things we'll do first in any of those kind of scenarios. Then we'll provide you with a report saying, *“This is what needs to be done as a plan of action.”*

Ms. Di Vita: Prior to the storm coming, we'll get with either Andy or the Board and say, *“Here's a sheet for you to sign, stating where we're at hourly.”* Once you sign that, you're a priority community, at that point, and you're at the top of the list. In past storms, our owners would all receive a list of where we're going. All of us get out on the road as soon as the storm clears, taking photos, prepping for insurance. Then our crews start coming around behind us. They start doing the cleanup, take more photos and then as a team, we put together insurance packets, if needed, for the insurance companies, for any major damage.

Mr. Brown: Okay. Kudos on your proposal. You indicated that as far as irrigation repairs, if it's your fault, you eat the cost. Most of our repairs for the irrigation system have been sprinkler heads that get cut off.

Mr. Semko: Yeah. I can say in general, if we damage something, we repair it and we don't charge you as a customer.

Mr. Brown: That's fine. That's why I said kudos.

Ms. Di Vita: We can usually tell, too, if it's our fault.

Mr. Mills: Landscape lighting as well?

Mr. Semko: Yes.

Ms. Di Vita: Any damages caused by our crew and our team.

Mr. Mills: Okay.

Ms. Di Vita: We take responsibility for everything.

Mr. Brown: That's all I have.

Mr. Mills: April?

Ms. Simmons: For your fertilization, is it all granular?

Mr. Semko: Yeah, we do a lot of granular. Pretty much all granular is what we do, because we think that's the best product to put out besides spraying. When you see people spraying, that means the rain is diluted. So, what we do is slow release granular. You'll see a guy on a spreader actually spreading chemicals and weeds. That will be sprayed.

Ms. Di Vita: Its safe for pets.

Mr. Semko: There will be a sign.

Ms. Simmons: How flexible are you with the annuals? I know last year, our vendor, at one point, provided us with geraniums that were so small, it took forever for them to get big and beautiful. I think you asked them not to do it and they said, *"We can't. We already ordered them. You guys have to do it."* They threw away all of these beautiful red geraniums.

Mr. Semko: That goes right into the partnership work. So, if the flowers look good, you don't take them out. You basically rotate the flowers based on when they're starting to turn in the other direction. I come to you guys probably a month before when I think they're probably going to turn, because it will be based on temperature or if there's too much rain, I'll say, *"Hey, guys, here's a flower change. Here are some options. What do you guys think? What have you guys*

traditionally done here in the past? What's worked,” instead of force feeding you into something that makes you uncomfortable.

Ms. Di Vita: We don't bring anything on property and store it. We go straight to our nurseries, depending on what they have. We have them all around the state. Certain nurseries had issues this past year with Pentas and other annuals just weren't doing well, weren't surviving. So, we'll find something different. Because we've partnered with them for a very long time, they're very honest with us. The quality of that we take very seriously.

Mr. Semko: Being in the landscape industry for over 20 years. I can say over the last five or so years, nurseries in general have been gone out of State to a lot of different vendors, especially when Texas went through their ice storm, they pretty much bought out probably 50% of the nurseries here in Florida. So, a lot of relationships and partnerships that we have had with nurseries, there's some that went another direction, but there are other ones that we stayed with, we continued that relationship and we're able to get good quality flowers.

Mr. Mills: That's important.

Mr. Semko: Yeah, it's really important.

Ms. Di Vita: And it goes the opposite way, too. If we planted something and it's not surviving or it's not working, I'm going to figure out the source, whether it's an irrigation issue, but that's part of that's on us. Quality is very important, so we want to make sure we're on top of that. If it needs to be replaced, we'll put in a replacement.

Ms. Simmons: I just learned about a mulch binder. Is that something you guys can do?

Mr. Semko: A mulch binder?

Ms. Simmons: It keeps the mulch from washing away.

Mr. Semko: Yeah. There are different methods and theories. That's one name for it, but there are all kinds of theories and methods. I think it really has to do with the type of mulch that you pick. If people stay away from pine bark, which typically floats, it's a good thing to do. A lot of the mulch in general, that mattes down, is like chocolate mulch or dark black mulch. I know people like red mulch because that kind of pops, but red fades and dies, after three or four months in some good rain.

Mr. Mills: It looks bad.

Mr. Semko: But we can explore any option to make sure that you get the long-lasting impact of your mulch.

Ms. Di Vita: We don't blow the mulch either. It's all bags, so it's hand laid. We don't bring trucks in and blow, as it creates a big mess. So, we do all bags.

Mr. Brown: What do you think about switching from mulch to rock.

Mr. Semko: Rock is more expensive. It could be a good option, depending on certain areas. You can highlight rock in certain areas. It can reduce the amount of mulch that you use over a certain period of time. So, it can help budget wise. Rock replenishment probably is somewhere between 15 to 20 years and you have to touch it up just a little bit. But sometimes, generally, you can see somebody's house has a good depth of rocks. They've had it 15 years and there's nothing wrong with it at all.

Ms. Simmons: Does it kill the plants? I'm not a fan of rocks.

Mr. Mills: No.

Ms. Simmons: It doesn't? I'm thinking that it gets so hot.

Mr. Mills: In fact, it holds the moisture better than mulch does.

Mr. Semko: Yeah. The tricky thing with mulch is a lot of people in our industry put in too much around the plant material and it tends to choke the plant.

Mr. Mills: Yup.

Mr. Semko: You have to lay mulch out around a tree or shrubs in the correct depth. You have to be somewhere around one and one and a half inches. If you do anything more than that, it's not good for the plants.

Mr. Mills: Do you take up the old mulch and put down new every time or do you just sort of build on what's there?

Mr. Semko: We try to build on what's there, but it really depends on selective areas. If there's too much, we'll break it away and make sure that the base is good. There are certain areas you can see on the property that they over mulched.

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

Ms. Hill: Well, in the past, we've had annuals and they haven't been maintained. So, do you pinch the heads and deadhead them?

Mr. Semko: Yeah, every service, basically, I would provide a highlighted map that basically is a go to area that everyone sees. The annuals at the entrances and the monument areas, would be areas our crew basically patrol every week and basically pinch. If it's a Marigold, we take off the dead head. That's not something extra. That's part of the service that we're

supposed to be doing. Another thing that we do, too, is we make sure that we lace the beds with Osmocote. Weeds can be an issue in Florida, so you have to water them a lot. So, we put a pre-emergent in there, that basically minimizes the weed activity. When doing that, it basically gives us less work to do, because you're basically not pulling as many weeds out by hand. You can't spray chemicals because there are flowers there. So, we try to make sure that the beds stay fresh.

Mr. Mills: Anything else?

Mr. Bosseler: In the proposal, do you trim the hardwood trees?

Mr. Semko: Yeah.

Mr. Mills: It's an extra charge.

Mr. Semko: An extra charge up to a certain height.

Mr. Mills: 8 feet. Isn't it 10 feet or 12 feet?

Ms. Di Vita: It would be 12 feet for sidewalks and roadways?

Mr. Semko: Yeah, whatever the contract says, is exactly what we do.

Mr. Mills: Okay.

Mr. Semko: I know what you're thinking. A lot of landscapers will go back and say, "*Oh, we have to charge extra for that.*" It's not a big deal and we can do it. We're not here to make extra money off of it. We're here to just make sure that it's serviceable and it's not hitting anybody's head as they're riding their bike.

Ms. Di Vita: Anything extra would be major work such as thinning of the Oak trees and hardwoods, as it would require a lot more work outside of just our regular crews that are here. But that would be something in a proposal, that would be outside of the low hanging trees.

Mr. Mills: Yeah, we do have them thinned every year before hurricane season.

Ms. Di Vita: Okay.

Ms. Simmons: Here it does say 8 feet.

Mr. Semko: Yeah, we can change it.

Mr. Mills: Okay.

Mr. Semko: Because basically you're just standing here. I don't have to get it on a ladder or I don't have to get it on a lift. It's reachable. 12 feet is reachable.

Mr. Mills: Alright. Do you have anything else?

Ms. Hill: No.

Mr. Mills: I'm the one that's in charge of landscaping, at least as of today. It might change. But anyhow, I have a couple of questions. One of the people in the audience mentioned labor. We've always heard COVID can't get people to work. What is your turnover rate?

Mr. Semko: Right now, we have great turnover in this area. We have a high retention rate of employees.

Mr. Mills: Oh, you have your high retention rate.

Ms. Di Vita: Retention not turnover.

Mr. Mills: And low turnover.

Mr. Semko: Low turnover. Realistically, also, we signed up for the H2O program, which is a huge thing for the summertime, to get additional workers. Based on the cost of living in this area of Brevard County, it can be a challenge in regards to getting labor. But we kind of went around that and proactively planned to make sure that we can service all of our properties for the future and other properties coming up. So, really getting top talent to stay, we pay people well. We don't underpay people. We're one of the highest paid in the county, probably keeping our best guys.

Mr. Mills: May I ask you what you pay your employees per hour?

Mr. Semko: We probably average around \$19 to \$20 an hour.

Mr. Mills: Wow.

Ms. Di Vita: We have guys receiving in the high \$20s, that have been with us for 15 years. We have some people that have been with us the entire time that this franchise has been open. A lot of our crew, a lot of our drivers, our Production Managers, have been with the company for a very long time. I will say since I started three years ago, we are always actively looking. We are not losing employees, which has been very nice. A big change from the COVID time, I started during COVID and I've seen a huge difference, especially with us. I hear in the market, a lot of people are having a hard time getting employees. I just don't see that with us anymore. The H2O program, we do every year. According to their visas, they can only work for us. They're here for the big growing season of nine months. We have a lot returning people from other countries. This next year, we've already requested over 36 to come and join us for the Summer months. That's on top of what we have now. Like I said, our team stayed pretty consistent and we haven't really had an issue.

Mr. Mills: Are your foreign employees documented?

Ms. Di Vita: Yes. It's all through the US government. They can't stay. When they're done, they get airfare back.

Mr. Semko: They're all E-verified.

Mr. Mills: It was interesting, because I asked the guard at the front gate, if we have many undocumented people coming in. We do. They don't have a driver's license or an ID. They have nothing and they're driving a vehicle.

Ms. Di Vita: So, with all of our drivers, we make sure that we have really good drivers who can safely drive our trucks. But yeah, our owner follows all of those big rules. We do not pay cash. We don't have day laborers. They have to come and fill out the right paperwork, in order to receive a paycheck. They pay taxes. We do not bring people in for a day or two and say, *"Oh, here's some cash for you."*

Mr. Mills: Good to know. What is the height that you recommend for mowing grass? Is it 3 inches?

Mr. Semko: For St. Augustine or Bahia?

Mr. Mills: St. Augustine.

Mr. Semko: It depends on the facts for Bahia. Somewhere in between. If you talk industry standard, they'll say somewhere between 4 and 5 inches. If I look at this property, I'd probably do somewhere between 4.5 and 5 inches. I wouldn't go any lower than that, because, again, of the hot, dry periods that we get, because you want a strong thatch and root system.

Mr. Mills: Did you hear that, Andy?

Mr. Hatton: Yeah.

Mr. Mills: We're lucky if we get 2 inches.

Ms. Di Vita: Really?

Mr. Mills: Oh, yeah. They scalp it. It's unbelievable. I think you pretty much answered my questions. Oh, there are areas that are definitely going to need soil testing before you plant anything.

Mr. Semko: Yeah, we would definitely do that.

Mr. Mills: Then periodically, do you do that if you see that plants aren't performing the way that they should be?

Mr. Semko: Yeah. If there are products that we're putting down and we're seeing areas that are troubled or Andy or you guys come to us and say, *"Hey, this is an area we've had*

trouble,” we would test that area more frequently to make sure what we're doing works. The biggest thing that separates certain areas, people actually don't put the right fertilizer down. If you're actually putting the right product down, you shouldn't have problems. Sometimes people blame the soil, but if you actually put real granular down, it would do just fine.

Mr. Mills: The Schillings at the back gate have been there for five years and look terrible.

Mr. Semko: Schillings are slow growers.

Mr. Mills: Yeah, but they look terrible. In fact, I have a special fertilizer that I use at my house. I took them back there and they burst out. I told the current provider, *“This is what you need to get.”*

Mr. Semko: Right. This is about partnership.

Ms. Di Vita: It is.

Mr. Mills: Alright.

Ms. Di Vita: We have dedicated Account Managers. Everything goes through them. They are not on the crew at all. They also have a Production Manager underneath them and a Crew Leader underneath that. So, there are lots of bodies that are in this to help and be a partner with you guys. Our owner is very involved as well. Our office staff is amazing. There is constant communication between all of us on a daily basis. Whatever we need to do for that partnership, we do.

Mr. Semko: Our company is just in Brevard County.

Ms. Di Vita: Our franchise.

Mr. Semko: Yeah, our franchise.

Mr. Mills: I have a business question to ask you. Would you consider reducing your price to \$100,000 for the first 90 days, so that we can look at you and you can get a feel for us? Then in May, depending upon how we get this worked out, we would pay you back in increments of 30 days.

Mr. Semko: I think it's something that we would look at. We can work with you guys. It's a partnership that we want to do.

Mr. Mills: I'm very leery, because a lot of people will say sales in one thing and there doesn't seem to be communication between sales and service. There is a disconnect there. It's in every organization. I had it in mine. You have to constantly create that connect, but you would

have a salesman go out and make promises and then service comes in and says, *“Oh, I didn't know I was supposed to do that.”*

Mr. Semko: Right.

Mr. Mills: That's the reason I asked the question.

Mr. Semko: That's why I'm in sales, operations, marketing, everything.

Mr. Mills: Yup.

Mr. Semko: I definitely see all aspects. That would be something we can definitely look at.

Mr. Mills: Alright. Andy?

Mr. Hatton: Just so that I'm clear. The only difference would be, for those first three months, it is basically the monthly payment.

Mr. Mills: Yes. The difference is in the monthly payment. I think you're at \$134,868. You can't make that \$134,800? What is the \$68 for? Good Lord.

Mr. Semko: I also want to add that we're starting to do different kinds of community events. I would bring in drinks and come up here at the Clubhouse. If anybody has any issues, any kind of landscaping issues, we can do seminars. The biggest thing is we want to partner with the community. I know we're just doing the common area, but we can help people and residents basically educate homeowners, do those kind of seminars. We can call it, *“Cookies and tea with Chris,”* and do some type of presentation.

Mr. Mills: Oh, that's neat.

Mr. Semko: So, we can do things like in the Spring and Winter, tell people what's going on.

Mr. Mills: That's a great educational process. The only thing is and you need to know this, Andy and or I or the Board, are the ones you answer to.

Mr. Semko: Correct.

Mr. Mills: A resident can't tell you, *“I need for you to do this. Make it shorter.”*

Mr. Semko: Yes.

Mr. Mills: Because we have had that happen.

Mr. Semko: I've been doing this 20 years. The only people that I talk to, are the people here in this room, right here in this area.

Mr. Mills: Yes.

Ms. Di Vita: Our crews know that. They'll pretend that they can't speak English when that happens sometimes.

Mr. Mills: Alright.

Ms. Di Vita: They will play that card.

Mr. Semko: I may have interrupted before we finished telling them that they would be reimbursed in three months.

Mr. Mills: Yes.

Mr. Semko: I didn't know if we got that far.

Mr. Mills: Yeah.

Mr. Semko: As long as everything was drawn up in writing, you'll be fine.

Mr. Mills: Alright. Does anybody else have any other questions?

Mr. Bosseler: No.

Mr. Brown: No.

Mr. Mills: Thank you very much for coming.

Ms. Di Vito: Shoot us an email and we can type this stuff up for you guys, if you have any further questions.

Mr. Mills: All you need to do is get back to Andy with regard to the pricing.

Mr. Semko: Okay.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Election of Officers

B. Consideration of Resolution 2024-02 Electing Officers

Mr. Mills: Election of officers. Do you want to facilitate this?

Mr. LeBrun: Sure. Each year, the Board traditionally held an election of officers, even if not a new person was elected to a chair. There are a couple of different ways that the Board can do it. If the Board's happy with the current status of Chair, Vice Chair, Secretary, areas of oversight, someone can make a motion to keep the officers as is.

Mr. Brown MOVED to retain the same officers as evidenced by the adoption of Resolution 2024-02 Electing Officers and Ms. Hill seconded the motion.

Mr. LeBrun: Are you guys are electing to keep everything as it currently stands?

Ms. Hill: Correct.

Mr. Brown: Correct.

On VOICE VOTE with all in favor retaining the same officers as evidenced by the adoption of Resolution 2024-02 Electing Officers was approved.

C. Discussion of Board Members' Areas of Responsibility

Mr. LeBrun: So, we'll carry on with the same officers and the same areas of oversight.

Mr. Mills: Does anybody want to change responsibilities or is everybody happy with what they have? I think it's working out very well. By the way, Richard, thank you for spreading the fire ant stuff, because I asked Andy to do that and he already did it. Thank you.

Mr. Bosseler: I didn't want anyone stepping on fire ants.

THIRD ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Alright, Engineer's Report.

Mr. LeBrun: Peter, are you on?

Mr. Mills: Peter? Mike. Are you still there?

Mr. Pawelczyk: I am still here.

Mr. LeBrun: Since Peter is not on the line, did you want to go to community updates?

Mr. Mills: Yes.

FOURTH ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: Security. No one is here.

B. BCA

Mr. Mills: Bob?

Mr. Eksten: I have a couple of things. We had our budget meeting on November 13th. We passed our budget. The good news for residents is we're not increasing our homeowner fees from \$95. I think it's been about 15 years now since we've not had an increase. The budget comes in at \$43,795, which is taking care of our current needs. Then we still have our discretionary funds

and the \$20,000 that we have to keep in a cash reserve that's been approved by prior Boards. The second thing would be the December Happy Holiday social event. I think it went off very well. Attendance was somewhat lighter than last year, but the Marines were very, very happy, once again, with all the toys they received. I think those who came, I think we all had a nice time. So, kudos for everybody connected with that. Mr. Paul Davis won the 50/50 and donated it right back to the Marines, which was very nice of him. He also invited us to come to an event on January 26th at 3:00 p.m. I have two other things. I'm continuing to get a lot of complaints from residents about the golf course maintenance of their property. I had pictures sent to me recently showing things that were cut down on fairways and just left on the side of the fairways. I know in November, when we had the one rainfall, some people continued to have some drainage issues. If you look out the window, it used to be years ago that was all nicely trimmed out here. It's terrible looking. There are weeds all over the place. If you walk out the pro shop door, there was a tree that they took down year or two ago. There is still a stump there, an ugly thing. Behind that, used to be a hill that was mowed and maintained. That's all weeds now. If you go around the community, like behind my house on the lake, the CDD side of the lake is nicely trimmed. It looks great. The golf course side, has weeds that are very high and looks disgusting. It does impact homeowner property values. If I were selling my house right now, the view of the lake is about maybe half of what we used to be able to see, because of all the leaves. It's unsightly. Our governing documents, states that the golf course should be a good neighbor to Baytree. If you guys are talking about it later, that would be great. I'll defer to my comments on that, other than to say that the BCA is a partner to the CDD, in its the efforts to get the golf course to become a better neighbor like they should be. Okay, that was number one. Now I'm really on my soapbox, but I'm really, really irritated. A few days ago, the President of Baytree, received a letter. On the envelope itself, it said, "*Clean your roof.*" When he opened up the envelope, it had a note in there saying, "*Clean your roof or in 30 days or you'll receive a \$1,000 fine.*" It was pen scratched, illegible with an intentionally illegible signature. The homeowner, in the last year or so, removed their three-car garage driveway with the turnaround and put in a granite kind of paver thing. It's beautiful. They painted the house in the last year or so. There are new letters and new windows. They've done landscaping in the front and then they received that letter. They don't know who it's from. It could have been someone from the BCA or Fairway Management t, even though obviously it was not us. The point of this, for some idiot resident to

be so anonymous and cowardly and so insensitive, because that homeowner's wife was extremely stressed out about it. She in fact went to my house and pounded on the door. She was so angry about it. I wasn't home nor my wife, thankfully, but I did stop by and I saw the actual envelope and the message inside. I went down and talked to her and she was still very stressed out about it, with all the things that they do to try to make their property look really great. Yes, the roof needs to be cleaned. They admitted that. They said, "*We already talked about doing that*" and then they received that letter in the mail. She felt that it was an overreaction. You've also had people in other neighborhoods, Jasper, for one, who appointed themselves as the guardians of the community and tell us who should get violations. This sort of thing has got to stop. We told one individual, "*We will no longer acknowledge anything you send to us, phone calls to us, on what violations think we should be sending out. We do our job. We do it the right way. We don't want your interference anymore.*" But now somebody's starting to send out letters, very insulting letters, based on nonsense. It's not a 30-day period and you receive a \$1,000 fine. That's not at all the way that process works. So, I'm just off my soapbox, but this sort of thing is what cracks me up a lot. Because you want to have good neighborly relationships with everybody in the community, but when anonymous people start doing this sort of thing, it really creates havoc and hurt feelings. Other people then say, "*Oh, well, I heard somebody got a letter from Fairway Management saying if they don't do this in 30 days, they're fining \$1,000.*" You know how things go. Rumors start to spread and they're very damaging to what we try to do. So, that's my soapbox comment. I don't know if you have anything to add.

Mr. Mills: Yeah, I do. That's one of the reasons that I write the column for the newsletter, which is to be kind or try to be kind, because the world is in a very bad place right now. I was telling Jan and I think I told you, Bob, if I remember right, if people get out that this community is an abrasive community, people aren't going to want to buy in here. I don't think that the ordinary people think about that. I mean, it's just like the young man that was here last time with regard to not stopping at a stop sign. One individual, maybe two or three, out of the 461 homes in here, are causing issues. All the realtors need to do is to hear what's going on and are going to say, "*You don't want to buy in there.*" So, it's very, very unfortunate and I don't know how we can handle it.

Ms. Hill: I have a suggestion.

Mr. Mills: Yeah.

Ms. Hill: We need to tell the homeowners that they do not respond to anything, unless it's an official Baytree letter.

Mr. Mills: Good. Thank you.

Ms. Simmons: Yeah, I would say if you received any communication that is not clearly from Fairway Management on their letterhead, please disregard it and report it to Fairway Management, so they keep the personalization out of it.

Mr. Eksten: I've also intended to put it in the next newsletter as part of my report.

Ms. Simmons: Correct.

Ms. Hill: For them to understand that, because I get stuff from my church that says, *"Please be alerted."* The pastor never requests these things, because what's coming is people are sending requests for money and pretending to be somebody that they're not.

Mr. Eksten: Unfortunately, if you're on the Board, our names get out there. Ms. Henrietta Shaminsky called me, six or eight months ago, saying, *"Bob, you sent me a text message or an email saying that you needed money,"* that there was a problem and I needed to send her money right away. She said, *"I need more information, but do you really need money?"* I said, *"Please don't even respond to those."*

Ms. Hill: I get solicitations all the time, telling me that other Board Members needed me to do this or that. That's the world we live in, unfortunately.

Mr. Mills: Yeah, that's a good point.

Mr. Brown: With regard to your golf course maintenance issues, under Section 15.2 of the Declarations, Jurisdiction and Cooperation, it says, *"It was declarants intention that the golf course owner, BCA and CDD shall cooperate with each other to the maximum extent possible in the maintenance and operation of their respective properties."* My suggestion is that a joint letter from the CDD and the BCA go to the owner of the golf course, saying that the maintenance around the lakes is really atrocious. It looks like a municipal golf course as opposed to a signature golf course in a signature community. I've made some copies of certain parts of the Bylaw Declarations and I'm going to email them to our attorney and ask him some questions in that email. So, at our workshop in January, I hope to have some answers. Because I'm not looking to start World War III with the golf course, but fair is fair. Okay? They used to maintain those lake banks all the time and now all of a sudden they don't. When I talked to Dan, he said,

"We can't get the staff and oh, the people in here are always complaining." I basically told him, *"Kiss off, because I live here, too."*

Mr. Bosseler: In addition to that, three weeks ago, I talked to Daniel. He said it wasn't his priority. Their priority were the greens and fairways.

Mr. Brown: Yeah, the owners didn't care.

Mr. Bosseler: So, I gave them the same story as Rick did. Here is where we are three weeks later and then they didn't cut one weed down.

Mr. Brown: No.

Mr. Bosseler: But yet on Monday, there was a guy weed eating along the practice driving range, right along that whole thing. That means nothing to nobody. So, I don't understand who's running their Maintenance Department.

Mr. Brown: The other question that I'm going to be posing to our attorney, is that a number of the lakes on the golf course are owned by the CDD. Because we own that lake, do we have the ability to maintain the borders of that entire lake, even if one of the borders is on the golf course side? Those lakes are ours. We maintain them, we treat them and yet our side looks great and the golf courses side looks crummy.

Mr. Eksten: We got the nasty letter from the owners of Florida Golf saying, *"Do not trespass."* So, for us to do trimming, we're going to have to go onto their property. Since it is in our documents...

Mr. Brown: Not if we do it by boat.

Mr. Eksten: Which is fine by me. But what I'm saying is, if you are going to talk to Mike and if you desire to send a letter from Mike to them stating that we consider there is an obligation on their part to fulfill their end of this, I don't know how we enforce it.

Mr. Brown: My suggestion would be to keep the first letter, from the CDD and BCA, bringing to Charlie's attention, the way the maintenance conditions of the golf courses, especially around the lakes, deteriorated and see what we get. Then if that doesn't go, I have another idea, which I want to bounce off of our attorney before I bring it forward to see whether or not there's any possibility we can do that.

Ms. Simmons: Do you think that this could be retaliation for the drainage stuff and all of that stuff that was going on?

Mr. Brown: Well, that's going to be another thing when St. John's gets involved.

Mr. Eksten: That may still be coming. There is definite damage to our property values by this sort of thing going on.

Mr. Brown: Some of the lakes are totally owned by the golf course, which we cannot do anything about.

Mr. Eksten: Exactly.

Mr. Brown: But the back lake by the tee boxes is ours.

Mr. Mills: The fountain is ours, but the lake is the golf course's.

Mr. Brown: On both sides. The lake in front of our homes, is our lake. I want to see before I start shooting.

Mr. Mills: Well, Mike's on the line.

Mr. Brown: Well, he hasn't seen the actual Declarations.

Mr. Eksten: The bottom line is, I'm with you. Whatever we can do to help and cooperate on this.

Mr. Mills: We'll do it.

Mr. Brown: My sense is, if you can send a letter to Charlie, asking them to pay attention to the maintenance around the lakes, because they're not keeping them up like they used to. They were always trimmed right along the lakeside, like we do on our side. Let's see what happens.

Mr. Eksten: I think your original point was to do a joint letter.

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

Mr. Eksten: I'll sign it.

Mr. LeBrun: One option could be at our January workshop, if the BCA does have a letter that they've prepared, we can review that as a Board.

Mr. Brown: If you want, I can try to draft something and forward it to you and Mel. Then we can bring it to our workshop and go from there, because nothing's going to happen between now and the end of the year anyway.

Mr. Eksten: Very good. We appreciate that.

Mr. Mills: Okay. Anything else, Bob? Hearing none,

C. Isles of Baytree

Mr. Mills: Isles of Baytree (IOB). Joanne is not here. She did send me an email saying, *"I will be out of town. You may want to mention in the meeting that we received two of our light*

poles from Florida, Power & Light (FPL) on Glen Abbey Way, which was installed two weeks ago. After a couple of days, they were falling over. I am now fighting with them to reinstall. Also, we had a pole on Glen Abbey Way fall completely down, today, almost hitting a brand-new vehicle. We'll send pictures. Have a great holiday, if I don't see you."

Mr. Brown: Isn't that like a 911 thing to FPL, because those are electric poles? Somebody could get electrocuted.

Mr. Eksten: Call 911. That's what we had to do during a storm last year. FPL even said, *"Call 911. We'll get out there faster."*

Mr. Mills: Well, she sent me pictures. I have pictures of them and they are FPL poles.

Ms. Hill: Remember I told you about the light? They came and fixed my light and trimmed the tree around it, but they didn't take the limbs away, as we require vendors to do. Everything got left. They didn't even get it cut up. My husband went out with a chainsaw, cut them up and got it taken away.

Ms. Simmons: So, the same guy that did the two said, *"Do you got another pole in there, because the one outside of my house still has the cone shape out there?"* He did have one more, that he installed in front of my house. Joanne was upset because mine was straightened and hers were tilted, but the two in IOB, as of yesterday, look like they have been straightened.

Mr. Mills: Okay.

Ms. Simmons: I don't know how secure they are.

Mr. Mills: Okay.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the October 4, 2023 Board of Supervisors Meeting

Mr. Mills: Alright, we have the minutes of the last meeting. I know that a lot of corrections were made.

Mr. LeBrun: Yeah.

Mr. Mills: So, I need a motion to approve the minutes.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Minutes of the October 4, 2023 Meeting were approved as amended.

SIXTH ORDER OF BUSINESS

Agenda

A. Presentation of Landscape Maintenance Proposals/Vendor Q&A|

i. ProGreen

ii. US Lawns

This item was discussed.

B. Consideration of Landscape Maintenance Service Provider

Mr. Mills: Alright, back to the landscapers. How do you want to move forward with this?

Mr. Brown: Well, from the two companies that we had here, I like the second one, because they quoted everything that we asked them to quote. The other company, ProGreen didn't. If we added the mulch into their contract, which was included in US Lawns proposal as well as the Palm tree trimming, their quote now is at \$147,000 versus \$134,000.

Ms. Simmons: Right.

Mr. Brown: Number two, Rockledge is a lot closer than Orlando.

Mr. Mills: But ProGreen has an office 10 minutes from here.

Ms. Simmons: They're 5 minutes away.

Mr. Bosseler: The first company, I don't know statistically if this is correct, but they seem bigger. They have offices in four or five areas of the State and they're going to add another one before the end of the year. Did I hear that right?

Mr. Mills: Yeah. In Broward County.

Ms. Simmons: The other one's a franchise and is actually bigger.

Mr. Brown: Albeit to what I said, I would also defer to you, since you've lived and breathed landscaping for 20 some odd years here. If it's green and it has a leaf, it's a hardwood.

Ms. Simmons: If it's green and concrete, he takes care of that.

Mr. Brown: Right.

Mr. Mills: I have a personal preference, because of two things. One US Lawns, is a very large organization. The resources that they have, outweigh the other company, even though that company is owned by one man. Also, the fact that he has a working relationship with Andy already, which to me is a very positive situation. Andy, would you like to comment on that?

Mr. Hatton: We work with both. Jeremy and I have both worked with ProGreen at Montecito. I've worked with Chris in Lake County at a couple different properties and they're good. They're really good. They're very proactive and not as much reactive.

Mr. Mills: Well, that's good to hear.

Mr. Hatton: They will point things out before I see them, rather than me having to point them out. I tell the guys when I ride with them, originally, our first ride is like, *"I don't want to talk about landscape. I want to talk about baseball,"* because you've already handled all of the landscape stuff. I'm just looking going, *"Pretty, pretty, pretty."* I shouldn't need to talk about landscape. So, that's how it is with both these guys, really. The decision that had to be made by me today, would be tough for me, just to be honest.

Mr. Mills: Both presentations were excellent.

Mr. Hatton: Yeah, I agree. It would just be a tough decision form me.

Mr. LeBrun: My experience with ProGreen, when they were at Montecito and when GMS was at Montecito, Rusty was personally responding to my emails. He was doing the grind work daily with interacting, answering questions and solving problems. So, I can vouch personally for that. I don't know the other company as well as Andy does, but Rusty was actively involved in daily tasks.

Mr. Hatton: It's the same with Chris, too. Both are very competitive, if it boiled down to money, apples to apples, at that point.

Ms. Simmons: I think Rusty was more polished than Chris. That doesn't mean that he's better, but his mannerisms and stuff makes you want to believe in him.

Mr. Hatton: He's very solid.

Ms. Simmons: Yeah.

Ms. Hill: I was impressed with US Lawns program to bring illegal aliens in. What that told me was, instead of hearing like we have from Tropic Care that they're having problems getting people to work, under that program, they would be bringing people in, especially when we need more help from other areas. That wouldn't be an excuse for something not getting done, I guess, is my point.

Mr. Hatton: But I think as far as the legal and illegal residents are concerned, they would have to E-verify to work for GMS anyway.

Ms. Hill: If I understand that program right, we're from Texas and they had that there.

Mr. Hatton: Sure.

Ms. Hill: There is a program where they bring in farm workers. They work for so many months and then they go back. At least you are assured that you have workers. Every time we

complained about something, Tropic Care said, *“Well, since COVID we don't have enough workers.”* You know, it's been a long time since COVID and you're still getting that excuse.

Mr. Mills: I don't think they pay their people that well either.

Ms. Hill: No. Well, but it sounded like both of them said that they were paying \$19 to \$20 an hour.

Mr. Eksten: Just from a BCA perspective, I really like the idea of having a seminar or two during the year.

Mr. Mills: I love it.

Mr. Eksten: Because so many homeowners get violation notices from us and they have no idea how to direct the problem.

Mr. Mills: I love that.

Ms. Simmons: I like that they come to the meeting every month.

Mr. Mills: They truly are, the way it sounds, community connected.

Ms. Simmons: Yes.

Mr. Mills: And they want to be community connected.

Mr. Hatton: They did come to every meeting.

Mr. Mills: Alright, so does the Board want to go ahead and move that we do this or do you want to delay it until they get back?

Mr. Brown: Of the two, do you feel more comfortable working with one versus the other and which one?

Mr. Mills: I feel very comfortable with US Lawns.

Mr. Brown MOVED to approve a contract with US Lawns in a not to exceed amount of \$135,000 and Ms. Hill seconded the motion.

Mr. LeBrun: If I could add in real quick and Mike, feel free to jump in as well. The next meeting is a workshop. So, if you want to, maybe amend the motion to allow staff and the Chair to work on an agreement with US Lawns, because there are still some outstanding items. You asked about the prorated amounts. If you want, we could have the authorization for staff and the Chair, to delegate authority for us to negotiate the agreement and then once satisfied, execute the agreement while also sending a termination notice to our current provider. We always like to

have our agreement in place first, where both sides are agreeable and then we would terminate so we're not stuck in limbo. We don't have one or the other.

Mr. Mills: Good point.

Mr. LeBrun: Mike, do you have any problem with that motion?

Mr. Pawelczyk: Well, the Board can't approve anything outside of this meeting. They can set parameters of their approval at this meeting. Jeremy, it's hard to hear you on the other side of the room, but I think you were saying that you want to authorize staff to negotiate the agreement, because we have terms that need to be discussed. So, I think what you need to do, is indicate that maybe once the Chair and the staff are satisfied with that agreement, the manager would be authorized to send the termination to Tropic Care. The rest of the Board can't opine about anything outside of a Board meeting.

Mr. Mills: They can give me the opportunity to sign the agreement though, correct?

Mr. Pawelczyk: Absolutely. The Board can authorize entering into such an agreement, which will be in substantially the same form as what we've done with Tropic Care in 2020.

Mr. Mills: Yes.

Mr. Pawelczyk: It would look similar, but certainly if there's anything we need to add to that, based on what we've learned over the last three years, now would be the time to add that in there, such as a scope of services or the way they do business standpoint.

Mr. Brown: So, Mike, would it be safe to say that the Board could approve a contract with US Lawns at a cost not to exceed \$135,000, provided that the staff and the attorney can work out the agreement based upon our discussions today?

Mr. Pawelczyk: Yes, and subject to the Chair's final approval.

Mr. Brown: Correct? That's fine.

On VOICE VOTE with all in favor approving a contract with US Lawns in a not to exceed amount of \$135,000 and delegating authority to staff and Chair to negotiate and execute an agreement with same was approved.

Mr. Mills: I'm still going to push for that 90 days.

Mr. Brown: That's fine.

Mr. Pawelczyk: Implicit in that motion, I think, Rick, you authorized the termination of Tropic Care?

Mr. Brown: Correct.

Mr. Pawelczyk: Actually, why don't we do this, because I didn't hear that in the motion, the Board should approve a motion authorizing the termination of Tropic Care, as defined by the District Manager, pending the negotiations with US Lawns?

Mr. Mills: Should we make that effective February 1, because we can't get this done by January 1?

Mr. Pawelczyk: That's up to the Board.

Mr. Mills: Yeah, February 1.

Mr. Brown: That's fine.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor sending a termination letter to Tropic Care effective February 1, 2024 was approved.
--

Resident (Not Identified): This is not for public discussion.

Mr. Mills: No, certainly not until Tropic Care is notified.

Mr. LeBrun: Until we finalize the agreement.

Mr. Brown: Be careful on the information about the golf course maintenance.

Resident (Not Identified): No, I'm just going to say that the topic was discussed.

Mr. Brown: Beautiful.

C. Ratification of Resolution 2024-01 Amending the Fiscal Year 2023 Budget

Mr. Mills: Alright. The next item is a resolution amending the fiscal year budget. Do you want to handle that, Jeremy?

Mr. LeBrun: Yes. This is similar to what we did last year. We're ratifying Resolution 2024-01, amending the Fiscal Year 2023 budget. State Statute requires that if a District needs an amended budget, it's done within 60 days at the end of the fiscal year. So, we're doing this resolution for ratification this time, just because your October Board meeting was too soon from when the fiscal year ended and this meeting is more than 60 days after. So, we had to get it finalized within that 60-day window.

Mr. Mills: Yeah.

Mr. LeBrun: And all this amended budget is doing is memorializing the spending actions of the Board and adjusting various line items. If we went up or under certain items, it's just balancing those out. I'm happy to take any questions on it. We typically do every year. If not, we just look for a motion to ratify that resolution.

Ms. Hill: Where does that leave my pavement budget?

Mr. LeBrun: It would still be the same amount that it's been currently.

Ms. Hill: Right, but I didn't know if there were extra funds that we could use to get those bad debts taken away.

Mr. Brown: We haven't seen the year end budget.

Ms. Hill: There's going to be a day when we need every dime, to make sure that we get the job done.

Mr. Mills: Yeah.

Mr. LeBrun: This amended budget, once gets ratified, the final projection is still \$323,026. Then any excess carried forward that we have, which if you look at the amended budget on the first page, in the General Fund, you'll see that carry forward surplus on the revenue side of things. We'll make sure once this gets finalized, any excess funds will be moved into that. So, this is just balancing those.

Ms. Hill: Okay. Because all of that got taken away from my budget. Like I said, we're going to reach a day where we're negotiating.

Mr. LeBrun: So, we would just look for a motion to ratify Resolution 2024-01.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor Resolution 2024-01 Amending the Fiscal Year 2023 Budget was adopted.
--

Mr. Brown: Jeremy, can you also send out to the Board, the 12-month budget report that shows actual expenses, because I haven't seen that?

Ms. Hill: No, I haven't seen that either.

Mr. Mills: If we have actual expenses for each line, you can do that in the budget.

Mr. LeBrun: I will have accounting draw up a nice clean month by month.

Mr. Mills: Perfect.

Mr. LeBrun: The financials will give you the full year, though.

Ms. Hill: Okay.

Mr. LeBrun: In this one, you only have the first year of the new fiscal year.

Mr. Mills: Okay. Perfect.

D. Discussion of Pool Deck Resurfacing Bids

Mr. Mills: Next is discussion of the pool deck resurfacing bids.

Mr. Bosseler: Well, this is going to be short and sweet. Andy got a hold of the pool deck resurfacing company. They are the company that puts down a deck that we don't have to pressure clean. You just use a hose and clean it off. So, they got back to Andy and told him, that they just completed a pool deck in Davenport. So, Andy is going to take a look at know as soon as he can. We haven't had much time, so, that's what we're looking at for the deck. Andy and I are still working through who is going to do the pool?

Mr. Brown: I have a question. Our pool is a commercial pool, so therefore, it's covered under Department of Health regulations.

Mr. Hatton: Correct.

Mr. Brown: Having worked with the Department of Health for 50 years in different states, has anyone ever seen those regulations, number one and specifically a regulation that talks about the bottom surface of the pool?

Mr. Hatton: No, I haven't seen it, but I did talk with John, who services our pool. He's been doing it forever. He's George's guy. He is the one that alerted us, saying, *"It's not going to pass inspection. You guys need to do something about the pool."*

Mr. Brown: I understand that. I guess I could go online to Brevard County and look under commercial pool regulations. I just know, having spent years with health departments and regulations, the regulation may say one thing and the inspector may interpret it totally different. You're the one that gets stuck unless you know what the regulations say.

Mr. Mills: Amen.

Mr. Brown: Okay. I've been through that many, many times. So, let me see if I can find out. The regulations don't specifically state that the bottom of the pool has to be a smooth surface. So, if there's a little interpretation in there, it's our interpretation versus the inspectors and we have rights too.

Mr. Mills: I was thinking about this, too and it could be the fact, Rick, that the coating is off, the porous of the concrete could hold bacteria and that's probably what they're saying. It's going to have to be covered and sealed.

Mr. Hatton: Yeah. The chemicals in the pool, are going to start eating away the coating that's there.

Mr. Mills: Yeah, exactly.

Mr. Hatton: It's definitely best to check it out.

Mr. Mills: I think Rick's got a good point.

Mr. Hatton: At least if we keep moving forward, we'll have everything at that point.

Mr. Mills: Right.

Mr. Hatton: If we can move forward, we will. If we don't have to, we have the info for next time.

Mr. LeBrun: Rick, I think to your point as well, we have not been officially notified by the Health Department that the pool is in violation.

Mr. Brown: Right. That was the other thing.

Mr. Hatton: We just got our new license in June, so more than likely he'll be out in April or May.

Mr. Brown: There are a couple of points beyond that. Say they come out June 1 and inspect the pool and say, "*Oh, you can't keep the bottom of the pool that way,*" what kind of a timeline do we get to correct that violation?

Mr. Hatton: Yeah, it's doubtful they shut us down, but they could. They may give you 90 days to rectify or at least start a plan to rectify.

Mr. Brown: I'm just curious.

Ms. Hill: The only thing is, come Spring, individuals are more likely to be hiring pool companies, so, then we may have companies competing against each other.

Mr. Brown: But those are extenuating circumstances that a regulatory agency can take into advice.

Ms. Hill: Okay.

Mr. Eksten: One question. Is our insurance policy deductible too high?

Mr. LeBrun: They have everything that they need. I provided them the updated quotes that breaks out the actual resurfacing. It doesn't have the decking. All of that is separate. They have all of that and I have not heard a response on the claim on the loss yet.

Ms. Hill: How long have they had it?

Mr. LeBrun: They've had everything they needed. Last I heard from him about the pool, is maybe a week ago. They have everything. They have the pictures, they have the quotes, everything that they need. Hopefully we'll hear something soon.

Ms. Hill: Okay.

Mr. Mills: Well, I don't think we want to close the pool this Winter anyway.

Ms. Hill: No, I realize that, but you want to get your money.

Mr. Brown: Yeah.

Mr. LeBrun: I believe at the workshop; the Board was looking for a Summer start.

Mr. Mills: Yeah.

Mr. LeBrun: By then we would know the results of the pool inspection.

Mr. Mills: Right. Richard, are these prices good up until then, do you think?

Mr. Hatton: I don't think so. If you look at those, some of them I think have already expired prices.

Mr. Bosseler: Yeah.

Mr. Hatton: I know one of the vendors I talked to recently, said that there's going to be a substantial increase in material for them to purchase towards the middle of January. It may have been a scare tactic. I don't know.

Mr. Mills: Probably.

Mr. Eksten: They probably will change.

Mr. Mills: Okay. Alright. Is there any other first discussion on pool deck?

Mr. Bosseler: No.

SEVENTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Mills: All right, let's move along to the CDD action items.

Mr. LeBrun: I covered majority of it. One Supervisor asked question about the lake bank restoration. I've been in contact with Mr. Bill Anderson, who does our shoreline restoration. I'm still on track for a Q1 2024 schedule. I think I told you guys earlier; he moves in sections up the

State. He'll be doing Viera East. So that's kind of when he's going to be in our area. He has our budget. He has Peter's Engineering Report. He's done an initial inspection. He sent me a voicemail the other day. He's going to try to be in town to do a follow up inspection and by then, he'll have a report that he'll send to us about what areas within what budget he's going to work out. So, once I get that, I'll send that to everyone for the lake bank restoration.

Mr. Mills: We didn't get a CDD action report in our agenda.

Mr. LeBrun: I noticed that. I know one of the bindings, missed a couple of pages, but I'll get to that.

Mr. Mills: I didn't see that in my book at all.

Mr. LeBrun: I'll have to check and see. The other items were the pool surface, which we've already discussed. I'm happy to take any questions about any other items that might be on your minds.

B. Additional Staff Reports

i. Attorney

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

Mr. Pawelczyk: No, not really, unless the Board has anything specific that they want to talk about, other than what Rick and I are going to be discussing, I guess in the next week or so. He's going to send me some information like you mentioned during the meeting.

Mr. Mills: Okay.

Mr. Pawelczyk: Otherwise, nothing.

Mr. Mills: Mike, the Board wishes you and your family a very Merry Christmas and a Happy New Year.

Mr. Pawelczyk: The same back to you all.

ii. District Manager

Mr. Mills: District Manager?

Mr. LeBrun: I've covered mine.

iii. Field Manager

Mr. Mills: Field Manager's Report. Andy?

Mr. Hatton: I'm going to blow through mine pretty quick. I think we've pretty much talked about everything with everybody as far as what's on here. The street lights, one and two coming in on the credit union side, have been reported. Those will be looked at this week. The Christmas lights are not working. It's not a huge wiring issue. Those have already been repaired. There were three bad photo wise and a bad GFI. One of the garlands on the entrance side, was draped on the monument itself. I talked to George. It's getting super wet. That's what was tripping that GFI. We unplugged those and plugged them in separately and there was no trip, but as soon as you plug in that garland, it trips the GFI. So, he's going to come out and look at the garland and see if he can replace that or keep it dry,

Mr. Brown: Okay.

Mr. Hatton: So, he is aware of all of that. Kingwood went ahead and replaced the GFCI there. The cover was letting water in on that one and corroded the GFI. The cabinets were installed at the guard house. We had a little wiring issue without Internet over the weekend. That's all been squared away. The granite countertops have been measured. Those will be cut and installed as soon as they're done. They did a little work on the overhead lights in there, so the lights aren't so bright. They put a dimmer on those. ECOR is going to come out and look at the pavilion to see if there's any kind of bug activity out there. We just had it painted. I didn't see any evidence of anything in there at any time. So, we'll see if it was just a one-off deal. We just got the glass installed at the pool gate. The playground and pavilion by the bocce court were addressed. Cascades will be out this week to work on the fountain that's not working on the golf course pond. We talked with George at Guardian. We'll have the numbers for the emerge replacement by Monday, so I can get it to you guys and go from there on that.

Mr. Bosseler: That's for the card system to work at the pool?

Mr. Hatton: Yes.

Mr. Brown: That's the one that's based in the cloud.

Mr. Hatton: The cloud based, yes. Him and I just kind of miscommunicated after the workshop. He was waiting to hear from me. I was waiting to hear from him. I finally reached out and he kicked it into gear. He'll get to us by Monday afternoon by the end of business.

Mr. Mills: At a 50% discount. Right?

Mr. Hatton: Not quite, but I'm still working on them. The storm grates for the two ponds, came in today and are being picked up by our maintenance team. Now we just have to get on

their schedule to get them installed. So, that's coming soon. The only other thing that I talked with Jan about, was the basketball size hole in the yard on your road.

Ms. Hill: It's not my yard, but my neighbor's.

Mr. Hatton: Your neighbor's yard. There was a little bit of confusion. I sent the irrigation team out there to look first, because there was a small hole and that's the easiest, most inexpensive way to either rule it in or out as irrigation. Then we just went down the line. We worked with our engineers to get into the culvert. They're expensive. Worst case scenario, we'll get to them and we did. The engineers made a report and I've gotten that over to Brownies, the people that will TV the line. We're just waiting on a couple more tidbits of information from Peter, so that they know what camera to bring, showing which way the water runs, so they can stop the water, pump it out, TV the line, see where the problem is and how we're going to address fixing it. If it's big enough, they send a man in to fix it. If it's not, they'll have to dig and fix it that way. So, it's going to make a difference on our proposals, on what it's going to cost to fix.

Ms. Hill: For people who don't know, this poor lady, ended up with a sinkhole in her front yard and it's bigger than a bathroom.

Mr. Hatton: Yes. It started out that size, but people came to dig to look and it's a little bigger now.

Ms. Hill: It's about 3 feet deep.

Mr. Hatton: Yeah.

Ms. Hill: We've gone through all of these different people figuring out what the cause was and we still don't know, but we have to find out before that.

Mr. Hatton: Yeah. The engineer found some debris in the bottom of the hole. He's pretty sure our pipe's been compromised. So, it's just a matter of getting some of those technical questions answered and sent over to Brownies, so that they can address it.

Ms. Hill: Initially she was told to go to the county. The county came out and said, "*Oh, no, this is a gated community. This one's yours.*" So, now we're trying to figure out who's going to...

Mr. Hatton: It's going to end up being ours. Everybody else has been eliminated. So, it's going to be our storm drain.

Mr. Mills: That comes out of the roads budget, right?

Mr. Hatton: Yes, directly.

Ms. Hill: Everything comes out of the roads budget, but this is not a road.

Mr. Hatton: It's just a process of figuring it out.

Mr. Mills: But it's close to the road, is it not?

Mr. Hatton: Its close enough. It's in our easement. That's all I have, unless you guys have any questions.

EIGHTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Mills: Alright. Consideration of Check Register.

Mr. LeBrun: Yes, Mr. Chairman. In your Check Register, for the General Fund, you have Checks 683 through 713, for a total of \$117,645.11. For the Community Beautification Fund, we have Check 59 for \$2,000 and Supervisor payroll Checks 5632 through 5636. The grand total for the Check Register is \$175,568.61. That is for several months, because our last meeting was a workshop.

Mr. Mills: Right.

Mr. LeBrun: I'm happy to take any questions. If not, we just look for a motion to approve the Check Register.

On MOTION by Mr. Brown seconded by Ms. Hill with all in favor the Check Register for September 1, 2023 through October 31, 2023 in the amount of \$175,568.61 was approved.

B. Balance Sheet and Income Statement

Mr. LeBrun: Behind that, you have your unaudited financials. This is for the first month of the new fiscal year.

Mr. Mills: Right.

Mr. LeBrun: So, as we go along, you'll be able to see trends a little bit better. This is just for the first 30 days. No action is required by the Board.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Alright. Supervisor's requests. Richard?

Mr. Bosseler: Andy, can we put on our reader board, "*Water aerobics Tuesday, Wednesday and Friday at 9:00 a.m.?*" Because yesterday, they were doing water aerobics and somebody was swimming and he wasn't happy because he didn't know about the Tuesday that we added.

Mr. Hatton: So, water aerobics, Tuesday, Wednesday and Friday at 9:00 a.m.

Mr. Bosseler: Thank you.

Ms. Simmons: Residents aren't allowed to use the pool when the aerobics are going on.

Mr. Bosseler: No, they can use it. He likes to walk back and forth.

Mr. Brown: You had mentioned, at the workshop or the last meeting, that a lot of the people that are part of the water aerobics class, wear some kind of footing or slippers or shoes.

Mr. Bosseler: Yeah, but they have rubber soles. I checked with my wife, because you were concerned that some of the indentations that had been made...

Mr. Bosseler: I'll come down and check.

Mr. Brown: I was just wondering, if we're going to have to resurface the pool, are the footwear that people wear in the pool, causing part of the problem?

Mr. Bosseler: That's a good point.

Mr. Brown: I hope not, but you never know in this crazy world.

Mr. Mills: Okay, Rick?

Mr. Brown: Yeah, I only have one thing, actually two things. First of all, I want to thank Andy, for driving you crazy over the last three weeks. It's not intentional, but thanks for all of your hard work with the holiday lights. I also want to publicly thank Mr. Jeff Studs, for putting up the wreaths on the back gates and the front monuments for the last five years. He volunteers to do that. The other thing, Jeremy and I have been going back and forth on the Assessment Methodology and allocation that was done back in 1994, that determined how much the golf course pays on an annual basis to support the operation and maintenance of roadways, lakes, et cetera. I have some questions about it. I briefly talked to Mike about it. But what I'm going to do, is to ask Jeremy to provide the Methodology Report from 1994, which now, all of you have a copy of, to show it to the engineer, to see after they review it, whether they believe that there might be some new conditions or conditions that have changed, especially from the standpoint that, on average, 144 vehicles come through this community every day, to go to the golf course. Also, whether or not there was any indication in the original Assessment Methodology to take

that into consideration, because there may not have been 144 vehicles, but it may have been three or four, for all I know. It's hard to find that information in the methodology, especially since the roads and road maintenance is a major component of this assessment. I find it hard to believe that the golf course and the Clubhouse, which total 100 and some odd acres, for some reason, get zero on road maintenance. So, before I blow this thing up, I just want to see if the engineers can take a look at it and say, "*Yeah, this makes perfect sense.*" But there may be some extenuating circumstance.

Mr. Mills: We can talk about that at the workshop.

Mr. Brown: Yeah, they can talk about that and give you something to bring to the workshop. That would be wonderful.

Mr. LeBrun: I can't promise that Peter would have it finished by then.

Mr. Brown: If he has a gut feeling, that's fine.

Mr. LeBrun: Absolutely.

Mr. Mills: Okay. Anything else?

Mr. Brown: No.

Mr. Mills: Jan?

Ms. Hill: No.

Mr. Mills: April?

Ms. Simmons: No.

Mr. Mills: Alright. I have several things, as always. Rick, did you talk to Bill about the additional pay increase for Matt and what the going rates are?

Mr. Brown: I did. He said that Matt is happy. I found out that their highest paid supervisor makes \$26 an hour and he is at overseeing a warehouse in Orlando. He doesn't have the interaction that Matt does. Matt's at \$21. My sense is to increase Matt another \$1 to \$22. He's not unhappy. He's happy, but I think that \$22 an hour to handle 200 or 300 cars coming in here every day, with a lot of them giving them lip, may not be enough. I had been in the guardhouse a couple of times where some people have given him lip. I just basically told them to get the hell out.

Mr. LeBrun: Just real quick. I don't know if you guys are aware. Matt made me aware this morning that the guards are going to be changing from the hours that they're working. I don't know if he talked to you, Rick, about that.

Mr. Brown: No, he hasn't yet.

Mr. LeBrun: I think he's going to be there from 6:00 a.m. to 2:00 p.m.

Mr. Mills: 6:00 a.m. to 2:00 p.m.?

Mr. LeBrun: Those will be Matt's hours and then they'll work off of that.

Mr. Mills: Oh, okay. So, they're just shifting the 8 hours.

Mr. LeBrun: They're just moving everything an hour.

Mr. Mills: Okay, got you. Alright.

Mr. Brown: I recommend that we go ahead and do that.

Mr. Mills: Thanks to a conversation that I had with Frank, who has an electrical license and was also doing our camera work the other day, said that we do not have to rewire the front, saving the CDD approximately \$80,000. I asked him and he said, "*Mel, the wiring is fine. It had not been brought up to code because it doesn't have to be brought up to code. It's an existing wiring and it's fine.*" So, we don't have to do that. If you remember the one gate that was not working, they said there was electrical wiring there. To replace those wires, I think I mentioned that we should do all four of them. We don't have to do that either, because when they took the power from this one and brought it over to this one, it still didn't work. So, they put the new one in that the guy ran over, using the electric that was already originally there and it's working fine.

Mr. Brown: And we didn't pay for that.

Mr. Mills: We didn't pay for that.

Ms. Hill: Can we get money from the guy that ran into it?

Mr. Brown: That's how we paid for it.

Mr. Mills: Also, talking to Frank, I found out why a lot of the Christmas lights were tripping. Eau Gallie Electric did not put silicone on the connections in order to keep the water out. He said that one of the boxes is rusted and the water is coming down and getting on the wiring and tripping the GFI. So, he went around and put silicone on all of the ones that he noted were being tripped. So, thank Frank for that. Also, the gentleman that was sitting in here that offered his expertise in computers, Frank thinks he's God. They've come up with a way now that they can communicate from the guardhouse to the pool and to the back gate. He's talking about doing it in a back door type of situation.

Mr. Brown: Right.

Mr. Mills: So, they're working on getting that worked out and now they'll be able to have audio at the pool and at the back gate.

Mr. Brown: He was at the workshop. His name was Kevin.

Mr. Mills: He's a brand-new resident of the community that just retired.

Ms. Hill: He just retired and came to see what was going on. Before he left, he had a job. Sound familiar?

Mr. Mills: Yeah. He was a godsend.

Mr. Brown: He was.

Mr. Mills: The wiring up front, when they put in the new cabinets, the guy, instead of unplugging everything, took his knife, his cutters and cut all of the wires.

Mr. Brown: He cut every wire.

Mr. Mills: Every wire. Even the BNC connector. Instead of him taking the connector and pulling it apart, he cut it off. Unbelievable.

Mr. Brown: So, when we get Frank's bill for all of that work in the guardhouse, that needs to come off of the amount that we owe the contractor for the cabinets.

Mr. Mills: Absolutely.

Ms. Simmons: That's ridiculous.

Mr. Mills: Frank spent all day getting that wiring straightened out, because there was no identification which wire came from what camera. It was a mess. In the minutes, where it said that the maintenance guy for the fountain was in front, we didn't have in there that he doesn't check the lights.

Mr. LeBrun: Mr. Pawelczyk added that. The agreement was signed.

Mr. Mills: Perfect. Alright, I'm finished.

Mr. Eksten: When you talked about the road maintenance of the golf course, when you leave here, be careful of the big pothole right outside where the golf cart bag drop off is. It is huge and deep. Most people that come here do not realize that we don't own the golf course. What really irritates me is that it's so shabby looking and it reflects onto us.

TENTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Are there any comments from the audience? I want to wish all of you a very Merry Christmas and a Happy New Year from the Board. Also, I would like to ask you to help.

If you see a lot of drama, try not to be a part of it. The drama in this community is getting ridiculous.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Mills adjourned the meeting.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT is made and entered into effective as of the 1st day of February, 2024, between **BAYTREE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "Owner"), whose mailing address is 219 East Livingston Street, Orlando, FL 32801, and **MICNOR CORP., a Florida corporation d/b/a U.S. LAWNS OF BREVARD** (hereinafter referred to as "Contractor"), whose mailing address is 374 Commerce Parkway, Rockledge, Florida 32955.

RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term "Services" as used in this Agreement shall be construed to include all Services set forth in Exhibit B-1 "Scope of Services", as supplemented by Exhibit B-2 the Contractor's Proposal dated November 10, 2023, all obligations of Contractor under this Agreement, including any addenda or special conditions, and any Work Authorizations that have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated in Exhibit B-1 and Exhibit B-2 of this Agreement.

b. The following List of Exhibits is applicable to the Services and are hereby attached and incorporated as part of the Agreement:

- i. Exhibit A, List of Contract Documents.
- ii. Exhibit B-1, Scope of Services.
- iii. Exhibit B-2, Proposal from Contractor.
- iv. Exhibit C, Work Authorization Form.
- v. Exhibit D, General Release.

To the extent that there is conflict with respect to any provisions of this main Agreement and any of the Exhibits or between the Exhibits referenced above, the provision of the main Agreement shall govern, followed in order of precedence with the .

3. COMMENCEMENT OF SERVICES/TERM. Contractor shall commence its Services on February 1, 2024 (the "Effective Date") upon the receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Contract Documents, including but not limited to schedules set forth within the Scope of Services and the Proposal. The Agreement shall remain in effect until **September 30, 2025**, unless sooner terminated in accordance with this Agreement. Thereafter, the term of the Agreement may be extended for two additional twelve (12) month periods upon the mutual agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

4. DISTRICT MANAGER.

a. The Owner's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Service-Central Florida, LLC, whose mailing address is 219 East Livingston Street, Orlando, FL 32801, Attention: Jeremy Lebrun, District Manager; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager or designee in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the monthly amount of **ELEVEN THOUSAND TWO HUNDRED THIRTY-NINE AND 00/100 (\$11,239.00) DOLLARS (\$134,868.00 annually)**, plus additional fees for services rendered in connection with Work Authorizations as defined below. Contractor agrees to withhold the submittal of any invoices under this Agreement until after March 31, 2024 (see Section 5.g. below), with the first invoice under this Agreement to be submitted by Contractor at least 60 days from the Effective Date. The contract amount referenced herein shall be increased by three (3%) percent on October 1, 2024, and by five (5%) percent on October 1, 2025 and every October 1st thereafter..

b. The Contractor shall on or before the 15th day of each calendar month

deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in Article 5, and paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provisions of Article 8 of this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.

f. If the Owner has not been reimbursed by the Contractor for damages caused by Contractor, its officers, employees or agents after fifteen (15) days' notice of such damages, the District is authorized to withhold the actual cost of the damage from the next payment to Contractor.

g. Notwithstanding that which is contained in this Section 5 of the Agreement, the compensation to be paid to the Contractor during the initial two months of this Agreement shall be determined as provided in this subsection. Subsequent to March 31, 2024, Contractor shall submit its first invoice (after 60 days from the Effective Date) to the District for Services performed during the initial two months of this Agreement. Contractor shall be paid \$11,239.00 per month contingent upon the Contractor's satisfactory performance as determined in the discretion of the District. The Contractor's performance under this Agreement during the initial two months shall be considered "satisfactory performance" if the District has not initiated, prior to April 1, 2024, such actions required by Section 13 of this Agreement to terminate the Agreement (for convenience or cause). If the District has not initiated prior to April 1, 2024, pursuant to Section 13 hereof, its right to terminate the Agreement, the monthly contract amount shall be \$11,239.00 per month. If, prior to April 1, 2024, the District has initiated those actions required by Section 13 hereof to terminate this Agreement, Contractor shall be paid \$11,239.00 per month for Services performed through the effective date of termination.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials provided under this Agreement include a 1-year warranty against faults and defects, and Contractor shall replace any defective materials at no additional cost to Owner.

7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a. shall be with companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insured's the Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute

coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Agreement.

d. Nothing herein shall be construed as or constitute a waiver of Owner's immunity or limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C or is such other form as consented to by the Owner, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner

and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records, including inspection checklists, relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. USE OF OWNER'S NAME. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the name "Baytree" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

12. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

13. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, either party shall, in its sole discretion and with or without cause, have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment

of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Agreement and the employment of the Contractor. In addition, without terminating this Agreement as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Agreement (by reducing, in such manner the Owner deems appropriate, the Scope of the Service(s) to be performed by the Contractor) and complete the portion of this Agreement so terminated in such manner as the Owner may deem expedient.

14. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

15. NOTICE.

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

If to Owner: Baytree Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

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

If to Contractor: Micnor Corp., d/b/a U.S. Lawns of Brevard
374 Commerce Parkway
Rockledge, Florida 32955
Attention: Brandon Silverstein, President

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

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

16. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Brevard County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

17. PUBLIC RECORDS.

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

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

provided by law; and

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

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

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

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

18. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

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

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received or had the opportunity to obtain and receive the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

f. 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner shall 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 Owner 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.


g. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

ATTEST:

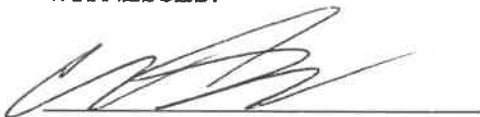

Jeremy Lebrun, Secretary

By: 
G. Melvin Mills, Chairman
Board of Supervisors

Date: Jan. 9, 2, 2024

MICNOR CORP., a Florida corporation, d/b/a
U.S. LAWN OF BREVARD


WITNESSES:



Print name: Chris Semko



Print name: William Lester II

By: 
Brandon Silverstein, President

Date: 1/8/, 2024

EXHIBIT A

LIST OF CONTRACT DOCUMENTS

1. Main Agreement an any amendments thereto
2. Proposal of Contractor
3. Scope of Services
4. Map
5. Work Authorization
6. General Release

EXHIBIT B-1

SCOPE OF SERVICES/PROJECT MANUAL

Scope of Services

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner may designate where Contractor's crew will take breaks, lunches, and use restroom facilities.

1.2 Key Personnel

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

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

1.2.3 Contractor shall provide at least one (1) onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

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

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

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

1.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the follow shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.

- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the Owner when requested.

1.10 Verification of Data

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

1.11 Ownership of Data

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

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

1.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor’s services and materials, which in the Owner’s opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor’s own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor’s negligence shall be repaired or replaced as directed by the Owner at the Contractor’s own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner. In the event work is not performed within specified timeframe Owner has right to perform work and deduct the expense from the Contractors pay.

If requested by the Owner, the Contractor will make bi-weekly walk-through reviews of the entire

site related to visual observations and the Contractor's performance. A checklist will be developed by the Owner and Contractor to facilitate the bi-weekly reviews. The checklist will reflect the work performed and any necessary repairs and adjustments. The checklist will be filled out by the Owner and signed by the Owner and the Contractor. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. An annual inspection of all trees will be performed by a certified arborist to ensure proper pruning and maintenance.

2.0 COORDINATION

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

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on an as requested basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner or the Contractor. -

Coordination of the construction, operation, and general maintenance at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD On-site Manager
- CDD Member of the Board of Supervisors responsible for Beautification/Landscaping
- CDD Aquatic Weed Control Maintenance Contractor
- Brevard County and its various departments
- Florida Department of Transportation
- SJRWMD
- Adjacent property owners, as directed by the Owner

2.2 Contractor's Project Manager

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls in a timely manner. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care,

tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Baytree, specifically the areas of CDD maintenance. Attachment A includes plans identifying the general limits of CDD maintenance by area. All landscaping within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times per year.
- b. Turf areas shall be cut to a height necessary to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every two weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise unmowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes

grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner. Contractor shall be responsible for any damage to District poles and other District property where such damage is caused by trimming. Contractor will repair or replace any such damaged property.

3.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine and Bermuda. Bahia shall be fertilized three (3) times per year (March, July, and November). Additional applications of micronutrients may be needed in July or August for St. Augustine and Bermuda turf. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- d. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.

- e. A report shall be submitted immediately following fertilization indicating work performed.
- f. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- g. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base scope of Services.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.

- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February – April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty percent nitrogen derived from sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.

3. Two percent iron, minimum.
4. Two percent magnesium, minimum.
5. One percent magnesia, minimum.
6. Three percent phosphorous, minimum.
7. Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- g. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

All mulched beds shall be turned over for a fresh appearance during ever other required bed detailing sequence. Premium cypress mulch shall be installed two times per year in Spring and Fall at a depth of 1.5 inches to 2 inches. Mulch in excess of 2 inches shall be removed from the planting areas.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Tree Care

3.3.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- Oaks: Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape myrtles: Crape myrtles shall be tipped in January, but only by approximately two to three feet. Sever topping shall be considered out of character.
 - Wax Myrtle: Wax myrtles shall be tipped mildly in January, cleaned at the base to two feet clear trunk and dead wood removed.
 - Holly: Burford hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
 - Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
 - Sabal (cabbage) Palms: Complete pruning of trees once per year.
 - Queen Palms: Pruning of trees once per year, however prune seed pods as necessary.
 - Madjool Palms: Pruning of trees once per year, however prune seed pods as necessary.
- c. Other ornamental trees shall be pruned yearly during late winter/early spring (late February – April).
 - d. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
 - e. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service

will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.

- f. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.3.2 Fertilization

Trees, except for Palms, shall be fertilized as per the requirements of 3.2.3. Established palms shall be fertilized with a slow release palm fertilizer a minimum of twice per year in the March/April and July/August timeframes. A palm fertilizer in the form of slow release pellets containing roughly 12 to 13 percent nitrogen, 3 to 4 percent potassium, 12 to 13 percent phosphorus plus trace elements should be used. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.3.4 Mulching

All individual isolated trees shall have their tree ring remulched as per the requirements of 3.2.5.

3.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.3.6 Hand Watering

- a. Contractor shall provide hand watering for all planted trees that are not fully covered by irrigation. Contractor shall provide an average of 50 gallons of water, per tree, per daily application, three (3) days per week for the first four (4) months; 30 gallons of water, per tree, per daily application, two (2) days per week for the next four (4) months; and 10 gallons of water, per tree, per daily application, two (2) days per week for last four (4) months of the contract period.
- b. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.12. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

3.4 Annals

- 3.4.1 Annual flowers will be changed (4) times per year at only the entrance monuments (front and rear) with selected 4 inch varieties best suited to the seasonal and environmental conditions at the ideal spacing for the varieties chosen (average 8" spacing).

- 3.4.2 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.4.3 Annual flower beds will be serviced as needed to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- 3.4.4 All soils will be roto-tilled to a depth of 4 inches after removing and prior to installing new flowers.
- 3.4.5 Annual flower beds are not to be left empty for more than 4 working days at any given time, unless replacement is prevented by severe weather conditions. If replacement material is needed to keep all beds full and healthy between scheduled changes, **Contractor** will remove and install new material at no additional cost to the **Owner**, except in the case of damage due to severe weather conditions (flooding, high winds and frost).

3.5 **Irrigation System**

3.5.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 1.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Visually check for and report any damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- c. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

3.6 Litter Removal

3.6.1 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

3.6.2 Road Rights-of-Way, Ponds, Parks

Contractor shall monitor all road rights-of-way, stormwater ponds, and parks to collect any litter and dispose of the litter off-site.

4. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

4.1 General

The Contractor shall be responsible for all repairs within the Phase 1 limits of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

4.2 Damaged Facilities

4.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

4.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 4.1.

4.3 Emergency Repairs

4.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

4.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

4.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

4.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the

following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Owner for approval prior to application. Any reapplications required, in the Owner's opinion, due to poor germination or inconsistent coverage, shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.

END OF SCOPE OF SERVICES

EXHIBIT B-2

Proposal

EXHIBIT C

BAYTREE CDD WORK AUTHORIZATION FORM

Exhibit C

Work Authorization

Contract No.

Contract No.

Date:

Work Authorization No. ____-____-____

**Budget
Code:
CDD**

To: Baytree Community Development District

Pursuant to the Landscape/Grounds Maintenance Services Agreement dated 2/1, 2024, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

Description of Work Authorization services:

Bill to: Baytree Community Development District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of
\$ 134,868

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the _____ contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

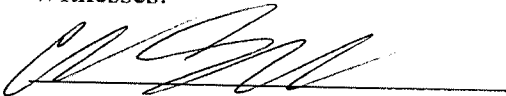
This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
<u>Micnor Corp., d/b/a U.S. Lawns of Brevard</u>		<u>Baytree Community Development District</u>	
By: _____	Date: _____	By: _____	Date: _____
By: _____	Date: _____	By: _____	Date: _____
For Review and Approval (if applicable):			
District Engineer: (if applicable)			
By: _____		Date: _____	
Completed by: _____		Date: _____	

EXHIBIT D
GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ 134,868, paid by Baytree Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all materialmen, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be entitled to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:



Print Name of Contractor

Authorized Signature

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by _____, who is personally known to me or has produced the following identification: _____.

Notary Public
State of Florida at Large
My Commission Expires:



US Lawns of Brevard
374 Commerce Parkway
Rockledge, FL 32955
321-636-0655

 **U.S. LAWNS®**
Your Turf. Our Lawn.

Customized Grounds Care Proposal and Agreement



November 10, 2023

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program*.

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

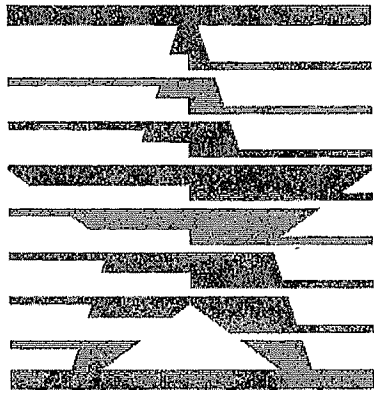
- * **THOROUGH and METICULOUS** property maintenance
- * **A Drug-free TRAINED AND UNIFORMED** service staff
- * **FULL INSURANCE** coverage on our employees while on your property
- * **REGULAR SITE INSPECTIONS** with property representatives
- * **PROMPT RESPONSE** to your needs and concerns
- * An agreement **TAILORED** to your specifications, outlining our service and pricing
- * Compliance with all **STATE AND FEDERAL** laws
- * Compliance with all **OSHA** standards
- * **FLORIDA GREEN INDUSTRIES** certified
- * **ONGOING EDUCATION** through gardener and crew leader training programs

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Meredith Di Vita

Meredith Di Vita
Business Development – Customer Relations
US Lawns of Brevard
meredith@uslawnsfobrevard.com
321-302-9794 Cell
321-636-0655 Office



U.S. LAWNS®

LANDSCAPE MAINTENANCE

at

BAYTREE CDD

Prepared by

Meredith Di Vita
US Lawns of Brevard
meredith@uslawnsfobrevard.com
321-302-9794 Cell
321-636-0655 Office

The U.S. Lawns comprehensive landscape maintenance program consists of the following services.

1. The mowing of all turf areas throughout the property once every seven days in the heavy growing season and every fourteen days in the dormant season. A total of 40 services.
 - a. Litter removal in the turf area shall be performed prior to mowing during each maintenance visit to prevent shredding of trash. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris in plant bed areas will be brought to the attention of the Client and may result in an additional charge for removal.
 - b. During the growing season the height of turf is to be determined by local conditions and by species. Mowing height can be adjusted upon request by the property manager, board of directors, community director, facilities manager, etc.
2. The edging of all walk and curb areas in concurrence with each mowing, unless deemed unnecessary.
3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires.
5. The trimming of tree canopies to maintain a clearance height of eight (8) feet. Excludes limbs larger than two (2) inches in diameter. At contract commencement, tree canopies must be at an 8-foot level in order for US Lawns to maintain the trees. Our goal is to retain the individual specimen's natural form and prune to eliminate branches which are rubbing against walls and roofs, assuming they can be safely reached and handled from the ground
6. The shearing of qualifying shrubs and hedges (no higher than 6 feet) once per month to maintain desired shape and appearance.
7. The power clipping of grass areas inaccessible to our mowing machinery.
8. The air blowing of all walks and paved areas littered in the maintenance process.
9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.
10. Site detail map can be requested after 60/90/120 days from start date, depending on state of property at start.

ADDITIONAL SERVICES WILL BE INCLUDED IN MONTHLY SERVICE IF MARKED BELOW

Fertilization and Insect Control of Turf: Cost per application: # Applications per year: Total cost per year:	\$840.00 #4 \$3,360.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>
Fertilization and Insect Control of Trees/Shrubs: Cost per application: # Applications per year: Total cost per year:	\$630.00 #3 \$1,890.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>
Installation of Mulch: Cost per yard: Total cost per year: Mulch Application type 1" 2" 3" As directed Selected Areas	\$ 65.00 \$12,000.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>
Installation of Annuals: Cost per annual: # Annuals per installation: Cost per installation: # Installations per year: Total cost per year:	\$ 2.75 #1,700 \$4,675.00 #4 \$18,700.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>
Trimming of Palms: Cost per tree: Total cost per year:	\$35.00 \$6,125.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>
Operation and Inspection of Irrigation System: Cost per inspection: # Inspections per year: Total cost per year:	\$360.00 # 12 \$4,320.00	<u>INCLUDED</u> <u>(OPTIONAL)</u>

Payment Terms

U.S. Lawns of Brevard agrees to maintain **BAYTREE CDD** in the manner prescribed, for a total annual amount of **(\$134,868.00)**, payable in monthly installments of **(\$11,239.00)** due on the first day of the month following the month of service. A service charge of 1 1/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on February 1, 2024 and renew annually on the anniversary date with a 5% cost-of-living increase. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

Brandon Silverstein

Date: 1/10/2024

Approved and accepted for:
BAYTREE CDD

By: _____
Board Representative/ Property Manager

Date: _____

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed 12 times per year to check system efficiency, coverage, operational limitations and/or operational status.
 - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation, included in contract
 - Any needed adjustments to coverage, and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If US Lawns is called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to the customer.
 - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If US Lawns is called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e., underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of **\$85.00** per hr.
 - There will be a service charge for service calls when no problem is found to exist.
5. Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.
 - Property management will be responsible for the cost of materials and labor for such modifications.
6. Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:
 - Water bans issued by governing bodies
 - Failure of irrigation systems beyond U.S. Lawns' control
 - Failure of Client to maintain irrigation system in effective working condition
 - Refusal to irrigate for needs of plants
 - Power failures beyond U.S. Lawns control
 - Unavailability of sufficient and suitable water for irrigation of any reason

ACCEPTANCE OF IRRIGATION ADDENDUM

Condition of acceptance. The amount of **\$250.00** has been entered as the said "Dollar Amount" not to be exceeded for monthly Irrigation repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by
U.S. LAWNS OF Brevard

Brandon Silverstein

Date: _____

Approved and accepted for:
PROPERTY Representative

By: _____
Board Representative/ Property Manager

Date: _____

Initials _____

FERTILIZATION

The fertilization of all accessible turf areas, trees, shrubs and ornamentals with the proper blend of commercial fertilizer. Application rates will vary depending upon size and age of plants. U.S. Lawns employs an IPM (Integrated Pest Management) program which is an evidence-based, multi-faceted approach to manage pests while minimizing environmental impact. Infestations will be treated, as needed, throughout the year. We will apply recommended, legally approved insecticides to lawn areas to control common insects as needed.

Fertilization shall be applied as follows:

- Turf areas – (4) times per year
- Shrubs and Ornamentals – (3) times per year

PEST MANAGEMENT AND WEED CONTROL

1. The application of insect control products to the turf areas. This excludes fire ant infestation treatment and if necessary, a proposal shall be submitted separately.

2. This Agreement does not include the application of any pesticide for the treatment to an ornamental planting taller than ten (10) feet. A proposal for any treatment for control required above this height shall be submitted separately to Management for authorization. In addition, the scope of our service does not include the treatment and application of pesticides for exotic or imported pest such as, Spiraling White Fly, Ficus White Fly, Royal Palm Bug and any other new or exotic species and/or disease which may present themselves, but we will monitor and advise Management of any potential problems.

3. The application of pre-emergent and post-emergent weed control products to the turf areas. U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

4. Changes in Federal regulations have resulted in our loss of ability to selectively control various weeds, including Crabgrass, Wild Bermuda, and Sand Spurs when they are present in certain turf. The only control of these weeds is to treat infested turf areas with non-selective products which may result in the necessity to replace the turf. This Agreement does not include turf replacement and if necessary, a proposal shall be submitted separately.

5. As a result of the continuing drought conditions along with ongoing changes in insect species and control products that are available for treatment, guaranteed insect control has become more dependent on timely and regular irrigation. Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available, U.S. Lawns cannot guarantee the effectiveness of such treatments.

6. U.S. Lawns is not responsible for the loss or decline of turf, shrubs, and/or trees as a result of Sedges or grassy weeds (including Torpedo grasses), Fungus, Grubs, and imported insects. Please note chinch bugs cannot be controlled with contracts fewer than Six (6) services. Additional services cost may be required.

Initials _____

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

Mail certificate to:

2. Primary Contact

Name: _____ Title: _____

Co: _____

Address: _____

Phone: _____ Fax: _____

Comments: _____

3. Property Information

Complete property address:

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

Comments: _____

4. Bill to: Email Address

5. Proposals and other on property projects: Email Address

Initials: _____

SECTION B

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with Section 668.50, Florida Statutes, and Section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 7th day of February, 2024.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

SECTION C

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Baytree Community Development District (the “District”), is a local unit of special-purpose government established and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

WHEREAS, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

WHEREAS, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. The Board hereby establishes and adopts the “Electronic Signature Policy,” as follows:

ELECTRONIC SIGNATURE POLICY

PURPOSE: The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, “Electronic Signature Act”.

DEFINITIONS:

Electronic means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic record means a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

Electronic transaction means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

POLICY: This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District’s right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

PROCEDURE: When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.

2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the

implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2024.

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chairman/Vice Chairman

SECTION D

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF AN ASSISTANT SECRETARY OF THE DISTRICT; AND APPOINTMENT OF AN ASSISTANT TREASURER OF THE DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

SECTION 1. Richard Hans is appointed Assistant Secretary.

SECTION 2. Patti Powers is appointed Assistant Treasurer.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of February, 2024.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION E

SMALL PROJECT AGREEMENT
(Lake Bank Restoration 2024)

THIS SMALL PROJECT AGREEMENT is made and entered into this ____ day of _____, 2024, by and between:

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

and

AMERICAN SHORELINE RESTORATION INC., a Florida corporation, having as its principal business address, 4521 PGA Boulevard, Suite 134, Palm Beach Gardens, Florida 33418 (the “Contractor”).

RECITALS

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

WHEREAS, the District solicited bids in connection with its project for lake bank restoration of approximately 655 linear feet of shoreline of Lakes 22, 13, and 23 and the removal of sand and debris from certain pipe discharge areas of Lakes 19 and 20, located within the boundaries of the District (655 linear feet of geotube repair) (the “Project”); and

WHEREAS, Contractor submitted a proposal, dated January 17, 2024, to provide services to complete the Project, which proposal is attached hereto and made a part hereof as Exhibit A (the “Proposal”); and

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

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

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

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

SECTION 2. DUTIES.

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

B. The areas in which the Project is to be performed is described in the Proposal and in the Proposal (the "Project Area").

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

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

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

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

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

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

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in a total amount of **THIRTY FOUR THOUSAND AND 00/100 (\$34,000.00) DOLLARS** in accordance with the terms and conditions set forth in the Proposal and after completion of the Project.

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

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

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

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the scope of work for the Project as described in this Agreement is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the residents of Baytree and the general public utilizing the District's facilities and improvements. The Project shall be started by Contractor at a date and time coordinated by the Contractor with the District Engineer and District Manager of the District and shall be completed within ninety (90) days thereafter. Work is expected to begin in the _____, 2024 and be completed by _____, 2024.

SECTION 6. INDEMNIFICATION.

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

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific

additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

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

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

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

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

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

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

SECTION 10. WARRANTY. The Contractor warrants its work against defects in materials and workmanship for a period of fifteen (15) years after final acceptance by the District. The Contractor shall provide all labor, equipment, and materials necessary to remedy such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within twenty (20) days of receipt of the written notice from District.

SECTION 11. INSURANCE. The Contractor shall maintain the following insurance coverages during the execution and performance of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000, combined single limit per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and both the District and the City shall be an additional named insured on all policies of liability insurance.

SECTION 12. CHANGES IN WORK.

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

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

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

SECTION 13. REMEDY FOR DELAY.

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

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

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

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

SECTION 14. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

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

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

CONTRACTOR: **American Shoreline Restoration Inc.**
4521 PGA Boulevard, Suite 134
Palm Beach Gardens, Florida 33418
Attention: William Anderson, President

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

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

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

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

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

SECTION 20. PUBLIC RECORDS.

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

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

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

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

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

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

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

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

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

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman

_____ day of _____, 2024

WITNESSES:

**AMERICAN SHORELINE
RESTORATION INC., a Florida
corporation**

[PRINT NAME OF WITNESS]

By: _____
William Anderson, President

[PRINT NAME OF WITNESS]

_____ day of _____, 2024

Exhibit A

Proposal

American Shoreline Restoration Inc.

4521 PGA Blvd., Suite 134 • Palm Beach Gardens, FL 33418
1 - 888 - 753 - 7633 • FAX: (561) 622 - 4848 • Email: ba33418@yahoo.com

January 17, 2024

Baytree Community Development District
Baytree Drive
Melbourne, Florida 32940

RE: Baytree Community Development District shoreline restoration

Agreement

American shoreline restoration will perform erosion repair on the following lakes at Baytree Community Development District.

FROM: Atkins Engineer Report

LAKE 22 595 linear feet of repair on entire residential shoreline.

FROM: Dewberry Engineer Report (June 2023)

LAKE 13 975 Chatsworth - 60 LF of repair adjacent to pool enclosure.

LAKE 19 Clear sand and debris from pipe discharge area.

LAKE 20 Clear sand and debris from pipe discharge area.

All permanent Geo tube will be constructed of “404 woven” monofilament polypropylene with a flap layer to guard against below tube erosion during low water events and below tube tunneling from fish. All restoration will receive a “sacrificial” Geotube layer to provide sufficient fill material used to match existing slope. St Augustine “Floritam” sod will be installed on the entire project.

(Baytree Community Development District / ASR Agreement - Page 1 of 2)

The total linear foot of shoreline under consideration for repair is 655. The cost per linear foot is \$50 times 655 linear feet = \$32,750. The total cost for pipe work on Lakes 19 and 20 is \$1,250. The total cost to Baytree CDD is \$32,750 plus \$1,250 = \$34,000.

A deposit will not be required. An invoice for the total balance due of \$34,000 will be emailed upon completion.

ASR scope of work includes all material, equipment, supplies, labor, sod purchase and sod installation expense necessary to restore the shoreline according to the descriptions and pictures depicted in the ASR brochure and this Agreement. ASR warrants all Geotube installations against defects in material and workmanship, and will repair or replace, at our option, any such defects at no charge for a period of 15 years after completion.

ASR will provide Certificates of Insurance for workers compensation, and general liability, with Baytree CDD as additional insured, prior to project start.

A start date will be communicated to Jeremy LeBrun. Project completion time is approximately two weeks.

American Shoreline Restoration utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges that all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

SUBMITTED BY:

electronically signed -
William Anderson

William Anderson - President / Owner
American Shoreline Restoration

ACCEPTED ON _____(date)

For Baytree Community Development District

BY: _____
Authorized Signature


(Baytree Community Development District / ASR Agreement - Page 2 of 2)


Lake 22



Erosion near 975 Chatsworth



Lake 19	MES3	Needs attention	Sediment buildup inside structure		
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Lake 20	Outfall Pipe 1	Needs attention	Debris; sediment buildup around structure		
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SECTION F

January 18, 2024

Meeting with the owner, Doug, of The Pool Doctor (Andy & Richard)

Notes: Located in West Melbourne and in business for 53 years.

- They have 25 employees and complete about 1 pool a day.**
- They buy most of their material locally...paint from Richard's Paint and Florida Stucco.**
- They suggest the color seal to be light colored, not as hot. Only needs pressure cleaning.**
- 5 year warranty on both the pool and the deck.**
- They replace all of the expansion joints on the deck.**
- The deck gets a base coat plus two coats of finish. About 5-6 years to refinish.**
- Recommend Sky Blue color for the pool. Water blast the pool at 4000 psi.**
- Pool cap will be 1/2" surface.**
- Entire project would take 2-3 weeks.**

Doug told us that he has an opening in their schedule for February. He would give us \$3000 of the total (\$59,400) quote if we accepted. He also mentioned that material cost are rising about \$3000 every 6-8 months. If we wait until the Fall, it will cost more. Last year his costs went up 35%.

My thinking is that if we accept his offer the cost of the project will be \$56,400. With the insurance settlement of \$18,300, our new project cost will be \$38,100. I would then ask if the BCA would split the cost with the CDD, \$19,050 for each.

Table 1

	NAME	LOCATION	DECK	POOL	TOTAL	COMMENT
	GULF STREAM	COCOA BEACH	\$18,806.00	No	\$18,806.00	Textured
	SWIMMING POOL CENTER	MELBOURNE	NO	\$34,500.00	\$34,500.00	They Did Our Last Resurfacing
	BEACH POOL	Indian Harbor Beach	NO	\$76,740.00	\$76,740.00	Currently Using
	POOL DECK RESURFACE CFL	CHAMPIONS GATE, FL	\$12,768.00	Maybe	\$12,768.00	No Power Wash
	C&E LDSCP AND PAINT	ST CLOUD	\$31,830.00	NO	\$31,830.00	Stucco
	POOL SPECIALIST	KISSIMMEE	\$17,209.00	\$32,762.00	\$49,971.00	Poor Service
	POOL DICTOR	W. MELBOURNE	\$14,400.00	\$45,000.00	\$59,400.00	\$3000 off in Feb.
	AQUANAUTICS POOLS	POLK CITY	NO	\$46,981.00	\$46,981.00	No details on bid

SECTION VI

SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments
1	New Landscape Vendor Onboarding	LeBrun/Hatton/Mills	Ongoing	1/1/24	2/1/24	4/1/24	US Lawns started 2/1/24, 60 day onboarding review period
2	Lake Bank restoration	LeBrun/Hatton	Ongoing	8/2/23	Q1 2024	Q1 2024	Vendor Provided Linear Footage, still on track for a Q1 2024 Start
3	Pool & Deck Resurface	Hatton/Bosseler	Ongoing	6/1/23	TBA	TBA	Narrowed down to final selection of vendors

SECTION B

SECTION i

SECTION 1

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

Deadlines & Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

Links to Online Training

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics.](#) This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida's Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

["4-Hour Ethics Course"](#). The "4-Hour Ethics Course" is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida's Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida's Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023.](#) This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager's office if and when other training opportunities become available.

Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year's filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridathics.gov\)](https://floridathics.gov). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.

SECTION VII

SECTION A

Baytree

Community Development District

Summary of Check Register

FY2024

Fund	Date	Check No.'s	Amount
General Fund	11/1-11/30	714-727	\$ 74,366.47
	12/1-12/31	728-742	\$ 66,973.01
			<hr/> \$ 141,339.48
Community Beautification Fund		--	\$ -
			<hr/> \$ -
Payroll	<u>11/20/2023</u>		
	April Simmons	50637	\$ 184.70
	Gilbert M. Mills Jr.	50638	\$ 184.70
	Janice Hill	50639	\$ 184.70
	Richard C. Bosseler	50640	\$ 184.70
	Richard L. Brown	50641	\$ 184.70
	<u>12/13/2023</u>		
	April Simmons	50642	\$ 184.70
	Gilbert M. Mills Jr.	50643	\$ 184.70
	Janice Hill	50644	\$ 184.70
	Richard C. Bosseler	50645	\$ 184.70
	Richard L. Brown	50646	\$ 184.70
			<hr/> \$ 1,847.00
			<hr/> \$ 143,186.48

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/29/23	00200	10/18/23 1804909	202310 320-53800-34500	SECURITY 10/12 - 10/18	*	4,294.08	
		10/25/23 1804921	202310 320-53800-34500	SECURITY 10/19 - 10/25	*	4,294.08	
		11/01/23 1804987	202310 320-53800-34500	SECURITY 10/26 - 11/1	*	4,294.08	
		11/08/23 1804999	202311 320-53800-34500	SECURITY 11/2 - 11/8	*	4,319.64	
		11/15/23 1805012	202311 320-53800-34500	SECURITY 11/9 - 11/15	*	4,294.08	
DSI SECURITY SERVICES							21,495.96 000722
11/29/23	00039	10/06/23 455418	202310 320-53800-47000	AQUATIC WEED CONTRL OCT23	*	3,135.00	
		11/03/23 457399	202311 320-53800-47000	AQUATIC WEED CONTRL NOV23	*	3,135.00	
ECOR INDUSTRIES							6,270.00 000723
11/29/23	00123	10/31/23 W34819	202310 320-53800-47500	REPLACED 3 OUTDOOR LIGHTS	*	1,392.08	
EAU GALLIE ELECTRIC INC.							1,392.08 000724
11/29/23	00021	11/01/23 477	202311 310-51300-34000	MANAGEMENT FEES NOV23	*	3,874.00	
		11/01/23 477	202311 310-51300-35200	WEBSITE ADMIN NOV23	*	105.00	
		11/01/23 477	202311 310-51300-35100	INFORMATION TECH NOV23	*	157.50	
		11/01/23 477	202311 310-51300-51000	OFFICE SUPPLIES NOV23	*	.39	
		11/01/23 477	202311 310-51300-42000	POSTAGE NOV23	*	8.39	
		11/01/23 478	202311 320-53800-34000	FIELD MANAGEMENT NOV23	*	2,714.42	
GOVERNMENTAL MANAGEMENT SERVICES							6,859.70 000725
11/29/23	00016	9/04/23 47117	202309 320-53800-47300	LANDSCAPE MAINT SEP23	*	9,945.75	
		10/02/23 47242	202310 320-53800-47300	LANDSCAPE MAINT OCT23	*	9,945.75	
		10/10/23 47278	202309 320-53800-47200	TREATED VEG BY FENCE LINE	*	150.00	
		10/19/23 47286	202310 320-53800-47200	COMPLETED PEPPER REMOVAL	*	6,900.00	
		10/19/23 47287	202310 320-53800-47200	INSTALLED 2 JAP BLUEBERRY	*	590.00	

BAYT --BAYTREE-- PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/19/23 47288	202310 320-53800-47400		*	483.00	
		REPLACED MIST HEADS/ROTOR		TROPIC-CARE OF FLORIDA, INC.			28,014.50 000726
11/29/23 00225	10/27/23	0105521-	202311 320-53800-43300		*	52.58	
		96 GALLON TOTER NOV23		WASTE MANAGEMENT CORPORATE SERVICES			52.58 000727
TOTAL FOR BANK F						74,366.47	
TOTAL FOR REGISTER						74,366.47	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/15/23	00123	12/04/23 W35183	202310 320-53800-47500	PULLED NEW WIRE FROM GATE	*	987.50	
				EAU GALLIE ELECTRIC INC.			987.50 000737
12/15/23	00210	12/13/23 31942A	202312 320-53800-46900	FOUNTAIN CLEANING DEC23	*	175.00	
				FOUNTAIN DESIGN GROUP			175.00 000738
12/15/23	00021	12/01/23 479	202312 310-51300-34000	MANAGEMENT FEES DEC23	*	3,874.00	
		12/01/23 479	202312 310-51300-35200	WEBSITE ADMIN DEC23	*	105.00	
		12/01/23 479	202312 310-51300-35100	INFORMATION TECH DEC23	*	157.50	
		12/01/23 479	202312 310-51300-51000	OFFICE SUPPLIES DEC23	*	20.54	
		12/01/23 479	202312 310-51300-42000	POSTAGE DEC23	*	33.51	
		12/01/23 479	202312 310-51300-42500	COPIES DEC23	*	2.55	
		12/01/23 480	202312 320-53800-34000	FIELD MANAGEMENT DEC23	*	2,714.42	
		12/01/23 480	202312 320-53800-41100	GUARDHOUSE AIR FLTR/KEYS	*	67.29	
		12/01/23 480	202312 320-53800-46200	TOILET PAPER DISPENSER	*	53.16	
		12/01/23 480	202312 320-53800-46200	POOL GATE LATCH	*	60.87	
				GOVERNMENTAL MANAGEMENT SERVICES			7,088.84 000739
12/15/23	00016	6/12/23 46781	202306 320-53800-47400	REPLACED IRR SOLENOID	*	410.00	
		11/03/23 47299	202311 320-53800-47300	LANDSCAPE MAINT NOV23	*	9,945.75	
		11/08/23 47383	202311 320-53800-47200	TRIM OF LIGUSTRUM HEDGE	*	3,000.00	
		11/20/23 47386	202311 320-53800-47200	SPRAYING VINES IN CONSVTN	*	3,700.00	
		11/20/23 47387	202311 320-53800-47200	PALM TREE CLEANING	*	350.00	
		11/20/23 47388	202311 320-53800-47400	PUMP # 1-4 REPAIRS	*	2,223.00	
				TROPIC-CARE OF FLORIDA, INC.			19,628.75 000740
12/15/23	00225	11/28/23 0110245-	202312 320-53800-43300	96 GALLON TOTER DEC23	*	52.58	

BAYT --BAYTREE-- PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		11/28/23 0110245-	202312 320-53800-43300		V	52.58-	
		96 GALLON TOTER DEC23					
				WASTE MANAGEMENT CORPORATE SERVICES			.00 000741
12/22/23 00224	12/15/23	2374011	202311 310-51300-31100		*	975.00	
		GENERAL ENGINEERING NOV23					
				DEWBERRY ENGINEERS, INC			975.00 000742
TOTAL FOR BANK F						66,973.01	
TOTAL FOR REGISTER						66,973.01	

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
December 31, 2023



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4	<u>Capital Projects Reserve</u>
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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
December 31, 2023

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Fund	\$ 792,208	\$ -	\$ 792,208
Capital Reserves	-	26,650	26,650
Pavement Management	-	322,920	322,920
Community Beautification	-	62,525	62,525
<u>Investments:</u>			
Custody	1,062	-	1,062
Total Assets	\$ 793,270	\$ 412,095	\$ 1,205,364
Liabilities:			
Accounts Payable	\$ 46,563	\$ -	\$ 46,563
Total Liabilities	\$ 46,563	\$ -	\$ 46,563
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 26,650	\$ 26,650
Pavement Management	-	322,920	322,920
Community Beautification	-	62,525	62,525
Unassigned	746,707	-	746,707
Total Fund Balances	\$ 746,707	\$ 412,095	\$ 1,158,801
Total Liabilities & Fund Balance	\$ 793,270	\$ 412,095	\$ 1,205,364

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
Revenues:				
Maintenance Assessments	\$ 995,884	\$ 915,340	\$ 915,340	\$ -
IOB Cost Share Agreement	47,979	-	-	-
Miscellaneous Income	9,250	2,313	5,282	2,970
Total Revenues	\$ 1,053,113	\$ 917,653	\$ 920,622	\$ 2,970
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 3,000	\$ -
FICA Expense	918	230	230	-
Engineering	36,050	9,013	3,232	5,781
Assessment Administration	7,875	7,875	7,875	-
Attorney Fees	24,000	5,033	5,033	-
Annual Audit	3,350	-	-	-
Management Fees	46,488	11,622	11,622	-
Information Technology	1,890	473	473	-
Website Maintenance	1,260	315	315	-
Telephone	250	63	-	63
Postage	2,000	2,000	357	1,643
Insurance	39,783	32,226	32,226	-
Tax Collector Fee	19,918	18,307	18,307	-
Printing & Binding	1,500	375	178	197
Legal Advertising	5,000	1,250	-	1,250
Other Current Charges	3,000	750	118	632
Office Supplies	250	63	44	19
Property Taxes	350	346	346	-
Property Appraiser	250	234	234	-
Dues, Licenses & Subscriptions	175	175	175	-
Subtotal General & Administrative	\$ 206,307	\$ 93,347	\$ 83,763	\$ 9,584

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<i>Operations & Maintenance</i>				
Security Contract	\$ 222,284	\$ 55,571	\$ 56,308	\$ (737)
Gate Maintenance	15,200	3,800	10,060	(6,260)
Security Gatehouse Maintenance	6,000	1,500	3,367	(1,867)
Telephone/Internet - Gatehouse/Pool	6,818	1,705	1,941	(237)
Transponders	5,000	1,250	-	1,250
Field Management Fees	32,573	8,143	8,143	0
Electric	56,700	14,175	15,336	(1,161)
Water & Sewer	15,120	3,780	4,305	(525)
Gas	9,115	2,279	1,661	617
Trash Removal	643	161	158	3
Maintenance - Lakes	42,440	10,610	10,345	265
Maintenance - Landscape Contract	129,076	32,269	29,837	2,432
Maintenance - Additional Landscape	20,000	20,000	20,507	(507)
Maintenance - Pool	30,000	7,500	12,581	(5,081)
Maintenance - Irrigation	9,214	2,303	2,706	(403)
Maintenance - Lighting	6,000	1,500	2,655	(1,155)
Maintenance - Monuments	4,000	1,000	-	1,000
Maintenance - Fountain	1,180	295	295	-
Maintenance - Other Field (R&M General)	5,928	1,482	-	1,482
Maintenance - Recreation	1,500	375	-	375
Holiday Landscape Lighting	16,092	16,092	15,412	680
Operating Supplies	750	188	-	188
Sidewalk/Curb Cleaning	15,000	3,750	-	3,750
Miscellaneous	1,000	250	-	250
Subtotal Operations & Maintenance	\$ 651,633	\$ 189,977	\$ 195,619	\$ (5,642)
Total Expenditures	\$ 857,940	\$ 283,324	\$ 279,382	\$ 3,942
Excess (Deficiency) of Revenues over Expenditures	\$ 195,173	\$ 634,329	\$ 641,240	\$ 6,912
<i>Other Financing Sources/(Uses):</i>				
Transfer Out - Capital Projects- Paving - Baytree	\$ 25,051	\$ -	\$ -	\$ -
Transfer Out - Capital Projects - Paving - IOB Funds	8,187	-	-	-
Transfer Out - Capital Projects - Reserves	65,093	-	-	-
Transfer Out - Community Beautification Fund	45,265	-	-	-
Transfer Out - Rebalance First Quarter Operating	51,577	-	-	-
Total Other Financing Sources/(Uses)	\$ 195,173	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 390,346	\$ 634,329	\$ 641,240	\$ 6,912
Fund Balance - Beginning	\$ 172,298		\$ 105,466	
Fund Balance - Ending	\$ 562,644		\$ 746,707	

Baytree
Community Development District
Debt Service Fund Series
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ -	\$ -	\$ 1	\$ 1
Expenditures:				
Lake Bank Restoration/Evaluation	\$ 35,000	\$ -	-	\$ -
Sidewalk/Gutter Repair	14,500	-	-	-
Drainage Maintenance	10,000	-	-	-
Curb -Tree Trimming/Replacements	6,500	-	-	-
Bank Fees	600	150	114	(36)
Total Expenditures	\$ 66,600	\$ 150	\$ 114	\$ (36)
Excess (Deficiency) of Revenues over Expenditures	\$ (66,600)	\$ (150)	\$ (113)	\$ (35)
Other Financing Sources/(Uses):				
Transfer In - Baytree	\$ 65,093	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ 65,093	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (1,507)		\$ (113)	
Fund Balance - Beginning	\$ 7,762		\$ 26,763	
Fund Balance - Ending	\$ 6,255		\$ 26,650	

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

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ 8	\$ 8
Total Revenues	\$ -	\$ -	\$ 8	\$ 8
Expenditures:				
Bank Fees	\$ 600	\$ 150	\$ 114	\$ 36
Total Expenditures	\$ 600	\$ 150	\$ 114	\$ 36
Excess (Deficiency) of Revenues over Expenditures	\$ (600)		\$ (106)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 25,051	\$ -	\$ -	\$ -
Transfer In - IOB	8,187	-	-	-
Total Other Financing Sources (Uses)	\$ 33,238	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 32,638		\$ (106)	
Fund Balance - Beginning	\$ 323,019		\$ 323,026	
Fund Balance - Ending	\$ 355,657		\$ 322,920	

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

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Bank Fees	\$ 400	\$ 100	\$ 150	\$ (50)
Beautification Projects	-	-	2,000	\$ (2,000)
Total Expenditures	\$ 400	\$ 100	\$ 2,150	\$ (2,050)
Excess (Deficiency) of Revenues over Expenditures	\$ (400)		\$ (2,150)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 45,265	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 45,265	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 44,865		\$ (2,150)	
Fund Balance - Beginning	\$ 59,410		\$ 64,675	
Fund Balance - Ending	\$ 104,275		\$ 62,525	

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ 253,609	\$ 661,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	915,340
IOB Cost Share Agreement	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	1,078	4,205	-	-	-	-	-	-	-	-	-	-	5,282
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 1,078	\$ 257,814	\$ 661,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	920,622
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000
FICA Expense	77	77	77	-	-	-	-	-	-	-	-	-	230
Engineering	293	975	1,964	-	-	-	-	-	-	-	-	-	3,232
Assessment Administration	7,875	-	-	-	-	-	-	-	-	-	-	-	7,875
Attorney Fees	3,658	1,375	-	-	-	-	-	-	-	-	-	-	5,033
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,874	3,874	3,874	-	-	-	-	-	-	-	-	-	11,622
Information Technology	158	158	158	-	-	-	-	-	-	-	-	-	473
Website Maintenance	105	105	105	-	-	-	-	-	-	-	-	-	315
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	301	8	48	-	-	-	-	-	-	-	-	-	357
Insurance	32,226	-	-	-	-	-	-	-	-	-	-	-	32,226
Tax Collector Fee	-	5,072	13,235	-	-	-	-	-	-	-	-	-	18,307
Printing & Binding	176	-	3	-	-	-	-	-	-	-	-	-	178
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	39	39	39	-	-	-	-	-	-	-	-	-	118
Office Supplies	23	0	21	-	-	-	-	-	-	-	-	-	44
Property Taxes	-	346	-	-	-	-	-	-	-	-	-	-	346
Property Appraiser	-	-	234	-	-	-	-	-	-	-	-	-	234
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 49,977	\$ 13,029	\$ 20,756	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	83,763

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	\$ 21,316	\$ 17,509	\$ 17,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	56,308
Gate Maintenance	578	8,035	1,447	-	-	-	-	-	-	-	-	-	10,060
Security Gatehouse Maintenance	3,105	195	67	-	-	-	-	-	-	-	-	-	3,367
Telephone/Internet - Gatehouse/Pool	647	647	647	-	-	-	-	-	-	-	-	-	1,941
Transponders	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Management Fees	2,714	2,714	2,714	-	-	-	-	-	-	-	-	-	8,143
Electric	5,063	4,977	5,297	-	-	-	-	-	-	-	-	-	15,336
Water & Sewer	1,467	1,174	1,664	-	-	-	-	-	-	-	-	-	4,305
Gas	149	513	1,000	-	-	-	-	-	-	-	-	-	1,661
Trash Removal	53	53	53	-	-	-	-	-	-	-	-	-	158
Maintenance - Lakes	3,135	4,075	3,135	-	-	-	-	-	-	-	-	-	10,345
Maintenance - Landscape Contract	9,946	9,946	9,946	-	-	-	-	-	-	-	-	-	29,837
Maintenance - Additional Landscape	7,490	7,050	5,967	-	-	-	-	-	-	-	-	-	20,507
Maintenance - Pool	2,741	1,456	8,384	-	-	-	-	-	-	-	-	-	12,581
Maintenance - Irrigation	483	2,223	-	-	-	-	-	-	-	-	-	-	2,706
Maintenance - Lighting	2,380	276	-	-	-	-	-	-	-	-	-	-	2,655
Maintenance - Monuments	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Fountain	40	40	215	-	-	-	-	-	-	-	-	-	295
Maintenance - Other Field (R&M General)	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Recreation	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Landscape Lighting	-	-	15,412	-	-	-	-	-	-	-	-	-	15,412
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Curb Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Operations & Maintenance	\$ 61,306	\$ 60,882	\$ 73,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	195,619
Total Expenditures	\$ 111,284	\$ 73,911	\$ 94,187	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	279,382
Excess (Deficiency) of Revenues over Expenditures	\$ (110,206)	\$ 183,903	\$ 567,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	641,240
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (110,206)	\$ 183,903	\$ 567,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	641,240

Baytree
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Osceola County
Fiscal Year 2024

Gross Assessments	\$	1,037,547.00	\$	1,037,547.00
Net Assessments	\$	995,884.00	\$	995,884.00

ON ROLL ASSESSMENTS

						allocation in %	100.00%		
<i>Date</i>	<i>Gross Amount</i>	<i>(Discount)/</i>	<i>Penalty</i>	<i>*Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>	
11/20/23	\$ 15,781.86	\$	(828.56)	\$ (299.07)	\$ -	\$ 14,654.23	\$ 14,953.30	\$ 14,953.30	
11/28/23	248,600.00		(9,944.00)	(4,773.12)	-	233,882.88	238,656.00	238,656.00	
12/14/23	663,545.00		(26,541.79)	(12,740.06)	-	624,263.15	637,003.21	637,003.21	
12/18/23	25,537.75		(810.12)	(494.55)	-	24,233.08	24,727.63	24,727.63	
TOTAL	\$ 953,464.61	\$	(38,124.47)	\$ (18,306.80)	\$ -	\$ 897,033.34	\$ 915,340.14	\$ 915,340.14	

***Note: Commissions are posted as admin. expenditures.**

91.91%	Net Assessments Collected
\$ 80,543.86	Net Assessments Remaining