

*Baytree Community
Development District*

Agenda

August 7, 2024

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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July 31, 2024

Board of Supervisors
Baytree Community

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, August 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:

Board of Supervisors Meeting

1. Roll Call
2. Engineer's Report
3. Landscape Report
4. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
5. Consent Agenda
 - A. Approval of Minutes of the May 1, 2024 Board of Supervisors Meeting
6. Agenda
 - A. Public Hearing
 - i. Consideration of Resolution 2024-08 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations
 - ii. Consideration of Resolution 2024-09 Imposing Special Assessments and Certifying an Assessment Roll
 - B. Consideration of Resolution 2024-10 Adopting District Goals and Objectives
 - C. Consideration of First Amendment to Services Agreement with Merry & Bright, LLC for Holiday Landscape Lighting
 - D. Consideration of Fiscal Year 2025 Contract Renewals
 - i. Aquatic Management Agreement
 - ii. Security Services Agreement
 - iii. Janitorial Services Agreement
 - E. Discussion of Interest Bearing Account Options for Excess Pavement Management Funds
 - F. Approval of Fiscal Year 2025 Meeting Schedule
 - G. Appointment of Audit Committee and Chairman
7. CDD Action Items/Staff Reports
 - A. CDD Action Items

- B. Additional Staff Reports
 - i. Attorney
 - 1. Memorandum Regarding 2024 Legislative Update
 - ii. District Manager
 - iii. Field Manager
- 8. Treasurer's Report
 - A. Consideration of Check Register
 - B. Balance Sheet and Income Statement
- 9. Supervisor's Requests
- 10. Public Comment Period
- 11. Adjournment

Audit Committee Meeting

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
- 4. 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 V

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, **May 1, 2024** at 1:30 p.m. at Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.

Present and constituting a quorum:

Melvin Mills	Chairman
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary
Jerry Darby	Incoming Supervisor

Also present were:

Jeremy LeBrun	District Manager
Rob Szozda	GMS
Michael Pawelczyk	District Counsel
Andy Hatton	Field Manager
Josh Speers	US Lawns
Meredith Divita	US Lawns
Jacqueline Rincon (<i>via phone</i>)	Bank United
Jackie Curley	BCA President
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

- **Landscape Report** (*Item 3*)

Mr. Mills: Josh and Meredith, our landscaping people are here.

Ms. Divita: Yeah, we drove the property this past Monday, checking out what's been going on. Our crew is onsite today pulling up all of the old annuals. We are getting a new round coming in tomorrow for a fresh start for the Summer. We took some good notes between Rob and Josh and I; we took photos of some areas of concern. They are being addressed now, today,

tomorrow and over the next week or two. Hopefully we'll get some rain here in the next week or so. It keeps teasing us. We got some sprinkles here and there on the way over today, but we're looking for that rain. Our techs are onsite. Our crews are onsite, to try to get everything under control. If there are any questions, you can always reach out to us.

Ms. Hill: I live on Balmoral, way in the back and I've noticed that your crew doesn't always get back to us. They're getting part of the way and then they never make the turn and that whole section back there gets ignored.

Mr. Speers: So, some of the issues that we've been having coming into the community was the previous vendor was scalping the grass. They were cutting it too short for it to be healthy. So, we were trying to let some of the areas grow for the health to come back. The taller the grass, the deeper the roots. If the grass is 3 to 4 inches tall, the roots would be 3 to 4 inches tall. So, what is happening now, is because we weren't mowing it, the weeds are growing faster than the turf.

Ms. Hill: Oh, yeah.

Mr. Speers: So, that's where it looks all crappy over there. We did have a note to knock it down. Pro Tech was here yesterday onsite, so he can get it all treated. So, the other reason why we run into an issue, is because I thought in this area, you cannot spray between 10 and 12 feet of a water's edge, but he said, "*No, this area is 20 feet of the water's edge.*" So, I'm just going have to communicate with the crew, to just keep mowing back over there. A lot of it is weeds, but I'm not going to be able to treat any of this. That's why it's super invaded for weeds. So, that's one of the areas that we are going to have to learn as we go because there's nothing I can do about it as far as the weed control. I'm just going to have to stay on top of it. But there were other areas in the community that, there's no reason why there should be weeds in the turf. So, that's also being communicated with them and he came out yesterday and treated everything. So, when he puts down *Celsius* for herbicide treatment, it will take about 14 days for it to die. We will be doing a re-treatment after the 14 days to make sure we get a handle of that. Then there will be some areas here and there. So, we'll have to put a couple pieces aside here and there, but we'll take care of that on our part.

Mr. Mills: Yeah. We rode around with Josh and Meredith on Monday and made them aware of our concerns. I know where they're coming from. The grass has been scalped. If you

come in on Baytree Drive, you can see where it was almost right down to the dirt. So, I think you keep it now down to 3 to 4 inches.

Mr. Speers: It depends. All places have different areas. For St. Augustine, we want to stay 4.5 to 5 inches. But yes, for the Bahia, it's going to be 3 to 3.5 inches.

Ms. Hill: In the back part, are the monuments going to get the same plantings as the front?

Mr. Speers: Yes.

Ms. Hill: The front looks beautiful.

Mr. Speers: Yup.

Ms. Hill: And then you get to us back there.

Resident (Not Identified): I have pictures just on that. I'm worried when you re-plant the annuals, because I'm sure that you guys have taken a look at this and have seen how bad Southpointe looks.

Mr. Mills: Yeah, we saw that on Monday.

Resident (Not Identified): I'm just worried that some of this looks like they are not getting enough water. So, I'm worried when you plant the annuals, it could die.

Mr. Speers: So, today all of the old ones are getting removed and then tomorrow before the install, our technician is going around to all 19 sites, to confirm that all of them are well irrigated.

Ms. Hill: Okay. We talked about analyzing the soil. Has that been done?

Mr. Speers: Yes, with all of the monument signs, their soil is fine. Everything came back good. I was letting Mel know as well, when they show up to install the annuals tomorrow, they actually bring their own topsoil, as well, that we will put down to help.

Ms. Hill: Okay.

Mr. Mills: It has fertilizer in it.

Resident (Not Identified): We are getting a lot of compliments on the annuals that were put in here. I think one of the main issues, this was our first installation and there were irrigation issues.

Mr. Speers: Yeah. There were some issues for sure in the back. There were definitely some issues on our end.

Resident (Not Identified): It doesn't even look like the flowers are the same.

Mr. Speers: No, they're different.

Resident (Not Identified): Yeah. I mean, the petunias are what we see up front. They look great and the ones planted in Southpointe and Balmoral, don't.

Ms. Divita: I believe the count we got from Andy, when we first started going with the contract, there were not as many as we would like to see in the beds. So, we had to improvise this first installation with some different flowers and we didn't have as many. I think we were quite a few hundred off from what we felt comfortable with what it should look like, compared to what the number was prior, with the previous vendor.

Mr. Speers: With it being a partnership, we didn't ask for any additional money to get it in there. We didn't want to do that and we're going to continue to do that. So, the number we have built to the contract for the annuals is, I believe, 600 more annuals that we're just taking care of on our end of the partnership. But yes, she had instructed that 2,900 annuals be installed tomorrow and she's going to do all the signs the same. It is a Spring mix.

Ms. Divita: The number we started with was 1,700 or 1,900. So, there is a pretty big difference. We learned that right away when we did the install last time.

Mr. Mills: Yeah. The new flowers that they are going to be planting are absolutely fantastic.

Mr. Speers: Yeah, it's a really nice Spring mix.

Resident (Not Identified): I'm really glad to hear that you're going to be checking to make sure that the irrigation systems are working correctly. In addition to the plants being different, to recap, you're going to be changing the annuals and prior to changing the annuals, you're going to be checking to make sure that all the monuments are getting proper water and you're also going to be adding soil to include fertilizer. Right?

Mr. Speers: Yes ma'am.

Resident (Maureen Ksiez, Balmoral Way): Who deadheads them?

Mr. Speers: We do.

Resident (Maureen Ksiez, Balmoral Way): Because you can tell they're being deadheaded.

Mr. Speers: Yep, we are. Our crew comes onsite. Everardo, the Onsite Manager, who is on the property, has been going around. He is in the hospital right now.

Resident (Maureen Ksiez, Balmoral Way): That part looks good.

Mr. Mills: We really have to understand or try to understand, for an organization who was here for 25 years and then you have someone new come in, there are going to be some hiccups. We could expect it. I, too, was concerned about the variety of flowers, not like the front, but when I thought about it, I'm thinking, "*Well, no wonder they didn't hit the proper number.*"

Resident (Maureen Ksiez, Balmoral Way): That makes sense.

Ms. Divita: I will make sure going forward that we have it under control.

Mr. Mills: They got it under control.

Ms. Divita: The first couple of weeks, we monitor it, but you guys see more than we do, so if you see anything come up, just let them know or email Josh or myself right away and we'll get the tech out here, to make sure that we're addressing it sooner than later, so we don't lose a lot of plants.

Mr. Mills: And don't forget, Saturday, they will be here. I do not want any discussion with regard to Baytree property. It is strictly for you, the residents, about what flowers to plant, how to fertilize and do all of that stuff.

Mr. Darby: What's the time again?

Mr. Mills: 1:00 p.m. to 2:00 p.m.

Resident (Maureen Ksiez, Balmoral Way): Would you phrase what you want me to put in the resident newsletter? How do I say that they can't talk about Baytree?

Ms. Hill: Just say, "*Questions about residents' personal property only.*"

Mr. Mills: It is for residents' property and not CDD property. I'll make that announcement on Saturday.

Resident (Maureen Ksiez, Balmoral Way): One last question. The blocks look beautiful. Will that continue on down Kingswood eventually?

Mr. Mills: Yes.

Resident (Maureen Ksiez, Balmoral Way): I'm just checking. They look great.

Mr. Mills: My next move is to get the back gate done, because I've been holding off on the back gate, due to the previous landscaper. So now he's getting me a proposal to completely do the back gate. Is there anything else for Josh?

Mr. Speers: Just going back to the fertilization, when we came out here yesterday, he sprayed all of the weeds and put down *Lesco 24-0-11*. For this contract, the application is six times a year, every other month. We are approaching June 1st, which is a blackout date for us and

we can't put down any more nitrogen for a few months, but he will be coming at the end of this month again. There will be signs out, just like he did yesterday. They are double treating this month, because we want to capture that time before we enter the blackout.

Resident (Maureen Ksiez, Balmoral Way): One more thing for you guys. Unfortunately, I'm going to be in Minnesota this weekend, so I can't go to the event. But I would like some information that what is discussed at the event, so that I can put into the newsletter for those residents that aren't able to make it. I'm sure you guys are going to get some very good information. So, if there's any way that you could send me something, that would be awesome. Just some of the highlights.

Mr. Mills: That's a good idea. Yeah, we'll do that. I'm really glad that we hired US Lawns, because they really are trying very hard. In fact, when he told me yesterday that the lady that puts the flowers in will not do that for anybody else, that really thrills me, because it sets us apart from everybody else.

Mr. Seers: Yeah, we posted it on LinkedIn and they went crazy. There are a few other vendors in the area that use her as well. They knew it was her product and they called her and she said, *"No, sir, because Shawn, has a really good relationship with her."*

Mr. Mills: We're special and so are US Lawns. Okay, guys, thank you so much.

Ms. Divita: Thank you.

SECOND ORDER OF BUSINESS

Bank United Representative

Mr. LeBrun: We have Jacqueline from Bank United.

Ms. Rincon: Hi everyone.

Mr. Mills: Hello. I am the Chairman. I'm going to turn this over to Jan, who is very knowledgeable in finance, to take the lead in this discussion.

Ms. Hill: So, what are you proposing?

Mr. Rincon: Thank you for inviting me to your meeting. Like I said, my name is Jackie and I'm from Bank United. I know you guys were concerned about FDIC as well as the rates with the bank. That's what I'm here for.

Ms. Hill: Okay.

Ms. Rincon: Do you want me to go over the rates or go over the FDIC information? Which one you want to go with?

Ms. Hill: Well, what we received before was information about Money Market Funds and Florida Prime.

Ms. Rincon: Okay.

Ms. Hill: Of course, your presentation says right up front, that it's not guaranteed by the FDIC and even though most people believe that it will stay at \$1 a share, it has broken \$1 a share in the past, as many banks did in 2008 and again just recently in 2020. So, I was more interested in something that was more secure and I wanted to know what you had in terms of CDs.

Ms. Rincon: Okay, so really quick, let me just tell you, and I'm sure you guys received my email about FDIC insurance, when it comes to CDDs and private funds, yes, FDIC insurance still applies up to \$250,000. That is correct.

Ms. Hill: Right.

Ms. Rincon: However, remember different banks have different amounts to pledge for funds that are not insured. So, for Bank United, we are required to pledge 50% of uninsured products. Let's say that you opened a Money Market Account or Checking Account, it doesn't matter which product it is, if you're going to deposit \$1 million, we know \$250,000 of that is insured by FDIC. The next \$750,000 is uninsured; however, as long as Bank United posts a collateral of \$375,000, we require 50%, but every fund is different. Then the whole capacity is fully insured. So, when it comes to FDIC insurance for public funds, that is not an issue with our bank.

Ms. Hill: Okay, so you're saying you're well enough capitalized that you will pick up the other 50%.

Mr. Darby: 75%?

Ms. Rincon: Definitely, yes.

Ms. Hill: Okay.

Ms. Rincon: As a matter of fact, I do have the most recent Finance and Earning Report, that will show you we're fully capitalized on that, so we have FDIC insurance.

Ms. Hill: Okay.

Ms. Rincon: Now as far as the rate is concerned, we do offer special rates, especially for those CDD and public funds managed by GMS, which is your management company that handles your finances. So, for GMS, we do have CDs, we have Money Market Accounts and

Checking Accounts. Now for Money Market Accounts, right now we're offering 5.15% annual percentage yield (APY).

Mr. Darby: Can I ask a question quickly?

Ms. Rincon: Sure.

Mr. Darby: Just to clarify, you said 5.15%.

Ms. Rincon: Correct.

Mr. Darby: Is that net of fees?

Ms. Rincon: Our products do not charge a fee. However, if you go below the required balance, which is \$2,500, then yes, we charge a monthly fee for the account. But as far as the maintenance of the account or purchasing a CD account, there is no fee.

Mr. Darby: There is no management fee, no custodial fee, none of the other buried fees that you sometimes find in these funds.

Ms. Hill: Okay.

Ms. Rincon: We don't charge any other fee. Now if you want the extra services, such as our treasury management services, which includes ACH, wire transfers, things like that, we do have a fee for those.

Mr. Darby: Okay. Thank you.

Ms. Hill: We don't have any need for that, but you're saying as long as we have \$2,500 in the account, then we're good to go.

Ms. Rincon: Yeah. The rate is 5.03% but the APY is 5.15%. Once again, this is just for Money Market Accounts managed by GMS.

Ms. Hill: Okay. And what are your CD rates?

Ms. Rincon: For CDs, we also have a nine-month CD at 4.75% and a 12-month at 4.50%, which is lower than the Money Market Accounts. But once again, that's a special rate that we have with GMS.

Ms. Hill: Okay. But the CDs are backed by the United States government.

Ms. Rincon: Same thing. They fall under FDIC insurance as well.

Ms. Hill: Yes.

Mr. Mills: If you wanted to withdraw, for an example, we take out a nine-month and we wanted to withdraw that, if an emergency comes up, what's the penalty?

Ms. Rincon: It will be three months of interest on the nine-month CD. If you do a 12-month CD, it would be six months of interest.

Ms. Hill: So, you're talking half.

Mr. Mills: Not quite half.

Ms. Rincon: Three months of interest and six months of interest, whether you earn the interest or not. Let's say you do the nine-month CD and two months from now, you take money out, it might go into your principal of your CD, if you don't have enough interest yet. You only get charged the penalty on the amount that you take out. You don't get charged the penalty on the whole CD.

Mr. Mills: Right. Is there a negotiated fee with the amount of money, for example, let's say we want to put \$500,000 into a CD, is there a negotiable rate above the 4.75%?

Ms. Rincon: No, because actually this rate is negotiated already for GMS clients. The regular rate for the nine months right now, is 4.5% and for the 12 months, it's 4.25%. So, you guys get a quarter percent more on the CDs.

Mr. Mills: Okay.

Mr. Darby: Jeremy, do we have a Checking Account at this bank?

Mr. LeBrun: I have to double check which one you guys are in.

Mr. Mills: I think we do, yeah.

Mr. LeBrun: Jackie, I believe Baytree does their normal monthly checking through your office. Is that correct?

Mr. Mills: Yeah, I'm pretty sure.

Ms. Rincon: Let me double check. Actually, I don't have an account for you guys.

Mr. Darby: No, I'm talking about if we open up a Checking Account with your bank and also have funds in a Money Market Fund, what is the time to transfer from one to the other?

Ms. Rincon: Oh, right away, the same day, because we're the same bank.

Mr. Darby: So, it is the same day. Okay. Thank you.

Mr. Mills: No hold. That's good.

Ms. Rincon: Are there any other questions?

Mr. Mills: You okay, Jan?

Ms. Hill: They've got rates and I've got rates here.

Mr. Mills: But you don't want to talk about that now.

Ms. Hill: Not with them. I just wanted to make sure what was FDIC insured and we know that a Money Market is not, but the CDs are.

Ms. Rincon: A Money Market is also insured.

Mr. Darby: Yeah, she said the Money Market was insured.

Ms. Hill: Up to \$250,000.

Mr. Darby: No, I don't think so.

Ms. Rincon: No.

Mr. Darby: Jackie, explain the insurance again on the Money Market Fund, please?

Ms. Rincon: Yes. FDIC applies to all of these accounts, that includes Money Market, Checking Accounts and CDs.

Ms. Hill: Okay.

Ms. Rincon: Now, let's say that we open, for Baytree, a Money Market, a Checking Account and a CD. Altogether, if you guys open \$1 million between all the three accounts, FDIC will cover \$250,000. The rest of that balance, \$750,000, Bank United will hold a collateral for \$375,000. That right there gives you full insurance on all of your money, the whole amount of the \$1 million, as long as Bank United has enough to cover half of your deposit. There is a form that I'm sure you guys are familiar with, called the Public Deposit Identification and Acknowledgement Form. We fill this the form every time we open a new account for public funds. So, that gives you the protection to ensure your money. We do this for all of our accounts.

Mr. Darby: So, Jackie, my math is not working very well, so I need you to explain something. I understand the \$250,000 FDIC coverage and I understand \$375,000 as collateral. I'm not sure what form the collateral is in, but I assume it's the same form. How do you then claim to insure the entire \$1 million. That only adds up to \$625,000.

Ms. Rincon: The rest of the money is insured by the government.

Mr. Darby: On what program?

Ms. Rincon: Every bank has different rates. Every bank has different balances. At Bank United, we are required by the government, to pledge 50% of uninsured money for public funding.

Ms. Hill: Okay, so how well is your bank capitalized? Let's go there.

Ms. Rincon: 65% of our deposits are collateralized as of March 31, 2024. So, we are fully protected. Once again, these are public funds. 65% of our client funds, are totally 100% insured.

Now, why 65% and not 100%, because we do have customers that are not concerned with FDIC insurance and they keep way more money than what FDIC will cover for them.

Mr. Mills: Jackie, is that \$250,000 on each account?

Ms. Rincon: No, its \$250,000 per Tax ID number or EIN number.

Mr. Mills: Gotcha.

Ms. Rincon: Each account has one EIN number and its \$250,000 per tax ID number.

Mr. Mills: Got it.

Ms. Hill: Okay. Are there any other questions?

Mr. Mills: No.

Ms. Hill: Okay. Thank you, Jackie.

Ms. Rincon: You're very welcome. If you need a copy of anything, let me know.

Mr. Darby: Okay. Thank you.

Mr. Mills: Thank you, Jackie.

Ms. Rincon: You're welcome.

Mr. Mills: I remember we pulled our Checking Account away from Wells Fargo and put it with another bank. I thought it was with the Bank United.

Mr. LeBrun: I just sent an email to our accountant to see what the current Checking Account information is. I'll check.

Mr. Mills: Okay.

Ms. Hill: Just for your information, I did go to Seacoast Bank and talked with Darrell. Their Money Market won't work for us, because you have to keep a Checking Account and make at least four transactions.

Mr. Mills: Oh.

Ms. Hill: So, we're not managing our own money. But as far as their CDs, they have a three-month CD for 5.05%, with an annual yield of 4.937%, but annually it's 5.05%. A seven-month CD is 4.889%, with an annual yield of 5%. Then an eleven-month CD is 4.65%, which has an annual yield of 4.75%. So, their 12-month CD was 4.50% and his was 4.75%. Their nine-month CD was 4.75% and his was 5% for a seven-month CD. Okay? That way you can ladder your CDs, which is what I do personally and have done for clients for years. You ladder your CDs, so you don't have to worry about breaking a CD to have cash available. You can have

three-month, seven-month and eleven-month CDs, to have a better return and the safety that you need.

Mr. Mills: I would like to lay out a proposal to the Board that we allow Jan to work with staff and come back to the Board for a recommendation on what she recommends for the Board to do, and then we'll take action from there. Are you okay with that, Jan?

Ms. Hill: Sure.

Mr. Mills: Okay, let's do that.

Mr. Bosseler: Okay.

On MOTION by Mr. Mills seconded by Mr. Darby with all in favor authorization for Ms. Hill to work with staff for investment options.

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Is Peter on the phone?

Mr. LeBrun: No.

THIRD ORDER OF BUSINESS

Landscape Report

This item was discussed.

FOURTH ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: Rick isn't here, but I want to talk about a situation that we had. Remember, we had a gentleman in here that sat back here that had retired. He was very good in computers and we asked him to work with Frank to get audio to the pool and the tennis court and all of that. Well, unfortunately, the gentleman has come down with cancer and also was offered a job. We can't get a hold of him at all. So, I was with Frank on Monday and asked Frank to text him, because he has his phone number. He texted him to see if he would leave the equipment on his front door and Frank would pick it up. I haven't heard back from Frank, but we've got nothing from them. Then I recommended to Frank, that maybe we could get a hold of one of the computer science professors at either Eastern Florida State College or Florida Tech, to maybe work with Frank, to show him how we can get the audio synced with the video for the pool,

tennis courts and pavilion. So, that's where that stands right now. As far as cameras by the pool, tennis courts and pavilion, they are in the back room of the pool and the humidity is really playing havoc with the equipment. We just put new equipment back there and Frank told me, "*Mel, it's gone again.*" So, I suggested to Frank that we put it in some kind of a cabinet where it could stay fairly warm. The warmth will take the humidity out and then have a small exhaust fan in this cabinet that would pump continued flow of air through it.

Ms. Hill: They make those.

Mr. Mills: Yes. So, Frank is looking into that as well.

Ms. Hill: Those are pretty common.

Mr. Mills: Yeah. So, we're working on that. I didn't want the Board to think that we aren't working on that, but we are. Okay? That's all for security.

B. BCA

Mr. Mills: We'll go with the BCA.

Ms. Curley: We don't really have too much going on. I have worked fairly closely with Joanne. Joanne was not voted back in on the Board.

Ms. Hill: Really?

Ms. Curley: Yeah. So, there are a lot of issues that their management company are directing towards me and I'm directing them right back. I said, "*I can't help you.*" Nell helped me with a couple of the questions that were coming through like, where do we get our irrigation and who fixes the wells? I'm just turning it back right around to them. They said that they contacted their Board, but their Board doesn't have the answers. I said, "*I'm sorry. You elected them. I'm sorry.*"

Mr. Mills: Who took Joanne's place?

Ms. Hill: Some gentleman that doesn't know anything. The Board said she was voted off the island.

Mr. Mills: Unbelievable.

Mr. Pawelczyk: Years of experience and information gone. They might have to hire her now.

Ms. Curley: I said, "*Go to your management company. Well, we have and I'm sorry.*"

Mr. Mills: Wow.

Mr. Pawelczyk: If that's the case, we have that Cost Share Agreement with them. Jackie, you might want to send that reminder to their management company, since I don't know when we send that invoice.

Mr. LeBrun: I think the most recent one was already sent out in January.

Mr. Pawelczyk: Okay. I think we should send a reminder saying, "*We understand that there is a new Board. Just a reminder this agreement is in place and make sure you budget accordingly.*" Something like that. Otherwise, I don't want to be in a position where we are chasing this in January.

Mr. Mills: Exactly.

Mr. Darby: Good point.

Ms. Curley: The only thing that I would request and I don't know if you can help me, is I know Leland Management is who they had. I don't even know who to contact.

Mr. Mills: Never heard of them.

Ms. Curley: They were in competition with Fairway Management. Two companies came in and they chose Fairway. I just tell them to contact their management company. I don't even know who is on the Board. I have no contact.

Mr. Mills: Well, you know, they did this to Joanne once before and then six months went by and they voted her back in. I hope she doesn't go back in this time, for her benefit.

Ms. Curley: Yeah. So that's all we have. I think, you know, we have a new Board Member. I think I told you last month. So, we're staying on top of things.

Mr. Mills: Good.

Resident (Jeff Finn, Saddleworth): There was one thing that came to my attention. I don't know if it's a good time to bring it up, but a resident complained that someone was painting the bridge on Hole 8 and traffic was sent over down through their yard while it was being painted. I looked at the out of bounds stakes along the pond there and it's really questionable, but people should not be driving on these. These people feel that their backyard goes right up to the pond and I'm not sure if there's a right-of-way.

Mr. Mills: Are you talking about the Suntree bank?

Resident (Jeff Finn, Saddleworth): Yeah, the one right on Hole 8, where you cross the bridge.

Mr. Mills: We own 20 feet beyond the lake's edge.

Resident (Jeff Finn, Saddleworth): 20 feet beyond?

Mr. Mills: Roughly 20 feet.

Resident (Jeff Finn, Saddleworth): So that's not their property.

Mr. Mills: That is not their property. We had a come to Jesus meeting with them over the phone, back during COVID, with the big manager of all of Suntime, on the phone with all of the residents that lived on that bank. I said, *"It's time the Hatfields and McCoys made peace with each other. You need to understand that that lake belongs to the CDD and we own approximately 20 feet from the bank's edge up towards your property. You do not have lakefront property."*

Resident (Jeff Finn, Saddleworth): Wow. I'm sure there's some owners that have no idea about that.

Mr. Mills: Yes.

Resident (Jeff Finn, Saddleworth): What does it have to do with Suntime? It is the big fairway where there's a bridge that you come to.

Mr. Mills: Oh, down here. Okay.

Resident (Jeff Finn, Saddleworth): The golf course was painting that bridge and the golf cart traffic was directed across somebody's yard to get to the street, to go back to where you go to the next hole and go to the green from there. But it's really questionable. That's out of bounds. People shouldn't even be driving over there to begin with. Does the CDD own the right-of-way or no?

Mr. Darby: I wouldn't think so.

Resident (Jeff Finn, Saddleworth): That property goes right up to the pond.

Mr. Mills: Right.

Resident (Jeff Finn, Saddleworth): Their issue was no notice was given by the club that they were going to be directing traffic across to get back on the street to go around to the green down the street, I guess. But when I started looking at where the out of bounds stakes were, for instance, when golf balls go over there, people go over and get their ball. They shouldn't be driving their cart over there along people's backyards.

Mr. Mills: No.

Resident (Jeff Finn, Saddleworth): When the out of bounds stakes end, it's kind of wishy washy, because it's private property or whatever. I don't know what the solution might be there, but it was that one-day situation where they were painting the bridge.

Ms. Hill: People are in our backyards all the time and we have a white sign that says, "*This is out of bounds,*" but nobody pays any attention to it and periodically we'll say, "*Hey, guys, move on.*"

Resident (Jeff Finn, Saddleworth): Well, it's one thing, I think, as a golfer, to walk on somebody's property and when you see the ball and pick it up, but it's another thing to drive on the property.

Mr. Mills: But it only happened that one day.

Resident (Jeff Finn, Saddleworth): Well, as far as I know, sometimes people come over there and bring a club with them. They might walk, they might not be driving, but they will bring a club. They're not supposed to hit from there to the green.

Mr. Mills: You know, the unfortunate part of it is, we don't have a good working relationship with the golf course.

Resident (Jeff Finn, Saddleworth): I know.

Mr. Mills: They don't do anything. We've been as much as told, "*Don't step on our property or we're going to have you locked up.*" I mean, that's what we've been told.

Resident (Jeff Finn, Saddleworth): The golfer shouldn't be driving on our property.

Mr. Mills: Exactly. After the meeting's over, I'll go and see if I can get a hold of the manager and talk to him.

Resident (Jeff Finn, Saddleworth): Yeah, it's just one of those things. It would've been nice to at least have a notice or specific sign saying, "*Golf carts this way.*"

Mr. Bosseler: But did anybody think to call the golf cars and complain about what was happening?

Resident (Jeff Finn, Saddleworth): As far as I know, they sent me a message, because I was the Voting Member for Saddleworth. I'm a vice president. But I went up to the residence and talked to them and walked around their backyard, just because I don't play that course that much. So, I was a little unfamiliar about what the heck he's talking about. But as far as I know, they did not call the golf course correctly. I don't know for sure.

Mr. Mills: Okay. I'll talk to the manager.

Resident (Jeff Finn, Saddleworth): I just wanted to bring it to your attention, because I don't know if that's come up before or something like that.

Mr. Mills: No.

Resident (Jeff Finn, Saddleworth): Okay.

Mr. Mills: Thanks.

Mr. Darby: It does raise an interesting issue, because those bridges on the golf course are worn and there is going to be additional maintenance in future years. I think the golf course has to be put on notice, that in doing repairs, they cannot divert golfers through private property.

Resident (Jeff Finn, Saddleworth): That's right.

Mr. Darby: So, I mean, it's worth putting them on notice.

Mr. Pawelczyk: You should look at the global golf course easement that dealt with the path issues?

Mr. Darby: Oh, yeah.

Mr. Pawelczyk: They have certain easement rights. You should have your council look at that just to see if there's anything or look at it yourself. But there are easements that are out there, that address balls in the yard or the golf course's ability to consider the railway bridge.

Mr. Mills: Do you want to check on that before I talk to management?

Mr. Pawelczyk: Well, I just don't really know what you're exactly looking at.

Mr. Darby: Yeah, I mean, honestly, I don't think it's a CDD issue.

Mr. Pawelczyk: I don't think it's a CDD issue either.

Mr. Darby: Yeah, I mean, because it wasn't our property.

Mr. Mills: Right.

Mr. Pawelczyk: I'm just letting all of you know, the BCA know, that there was an easement out there and you should look at it first.

Mr. Darby: Yeah, I agree.

Mr. Pawelczyk: To see what the golf courses rights are.

Resident (Jeff Finn, Saddleworth): There may be four along that pond that are on your property.

Mr. Mills: Jackie, maybe you and I both can figure it out.

Ms. Curley: Yeah, we'll figure it out.

Mr. Mills: Okay.

C. Isles of Baytree

Mr. Mills: All right let's move along. Isles of Baytree. No one's here.

SIXTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the April 3, 2024 Board of Supervisors Meeting

Mr. Mills: You have the minutes from the last meeting. Were there any additions or corrections that anyone had?

Mr. Bosseler: No.

Mr. LeBrun: We received comments up until this morning.

Ms. Hill: I gave him a couple.

Mr. Mill: Okay, I need a motion to approve the minutes.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Minutes of the February 7, 2024 Meeting were approved as amended.

SEVENTH ORDER OF BUSINESS

Agenda

A. Consideration of Resolution 2024-07 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing

Mr. Mills: Alright, let's go into the resolution for the budget.

Mr. LeBrun: So, the Board for the last several months, have been looking at some draft budgets to get ready for this Fiscal Year 2025 Proposed Budget. In your agenda books, you have Resolution 2024-07. This sets a date for the public hearing for the Fiscal Year 2025 budget. The current date is scheduled for your August meeting, which is August 7, 2024, at 1:30 p.m., here at Baytree. So, what the resolution is proposing, is to set that date as the public hearing. We still have up through that date to work through the budget and make any changes. The Board also has a July workshop schedule, where historically, you work through the budget at that workshop as well, to finalize it for that August public hearing. So, that's what that resolution is contemplating, setting that date. Then if the Board approves that, we'll advertise it per Statute. Then behind that resolution, you have Exhibit A, which is the Fiscal Year 2025 Proposed Budget. It's taken all of the considerations up until this point. What this Proposed Budget sets is kind of the ceiling for your assessment. You can go below what's set in this budget, but you can't go above it. Per the

Board's direction, we recommended setting \$300 as the ceiling. So that's what you'll see reflected there within the budget. The changes that the Board had made are also included in there. For example, we added a Disaster Emergency Reserve line that's in there, adjusted things based on the contracts, all of the things we've discussed up to this point. So, there you'll see that Fiscal Year 2025 Proposed Budget. Like I said, we've set that hearing date, and then we'll work up to that hearing to make any changes that the Board wishes.

Mr. Mills: I think we hashed this out pretty well at the last one, so I think we can just let it rest until the workshop in July.

On MOTION by Ms. Hill seconded by Mr. Bosseler with all in favor Resolution 2024-07 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing for August 7, 2024 at 1:30 p.m. at this location was adopted.

B. Discussion of Interest-Bearing Account Options for Excess Pavement Management Funds

Mr. Mills: Alright. Moving along into the discussion of interest-bearing account options for the Pavement Management Funds.

Mr. Darby: We did that already.

Mr. Mills: Never mind. Sorry. This is for the paving.

Mr. LeBrun: So, what started the discussion of investing the excess funds, was our Pavement Management Reserve.

Mr. Mills: Right.

Mr. LeBrun: That's what started that conversation and then the Board delegated authority to Jan to investigate a little more and then bring back some recommendations to invest those excess Pavement Management Funds. Another Supervisor also referenced using Unassigned Funds or investing funds above a three-month reserve. So those are all things that we will work through.

Ms. Hill: How much are we talking about overall?

Mr. LeBrun: Well, it is whatever the Board feels comfortable with but, for example, your Pavement Management Funds, which we're not expecting to need anytime soon, through March 31st, there was \$356,000 in the Pavement Management Fund. So, that could be an option. Then also, if the Board wants to do anything with the excessive three month operating, it's really up to

the Board. We recommend three month operating, as the bare minimum and not go below that. But a lot of Boards I've seen, will invest their reserve accounts because they're not being accessed.

Mr. Mills: We can hammer that out at the workshop.

Mr. LeBrun: Sure.

Ms. Hill: Yeah.

C. General Election Qualifying Period and Procedure

Mr. Mills: Yeah. Jeremy, do you want to go over the General Election qualifying period and procedure?

Mr. LeBrun: Sure. So, we're just going to publicly announce the 2024 Special District qualifying procedure. The qualifying period starts on Noon on Monday, June 10, 2024 through Noon, Friday, June 14, 2024. This is the qualification period for open seats on the Baytree CDD Board. Just to refresh the Board's memory, there are two seats up for election this year in November. The first seat is Seat 1, which is held by Supervisor Mills and Seat 2, which is held by Supervisor Bosseler. So, those two seats are on the ballot for the General Election in November. You have to qualify through the Supervisor of Elections. It's nothing that the CDD does or the management company does. We can certainly help you in any way you need, but that's through the Supervisor of Elections. So, that qualifying period is just noted there in your agenda booklets. It describes what you need to qualify for any interested members, as well as those that live in the community that meet the criteria. So, we just want to publicly announce that to the Board and to the public that the qualifying period is June 10th at Noon through June 14th at Noon.

Ms. Hill: Could you confirm how we qualify?

Mr. Mills: Sure.

Mr. LeBrun: The qualification is through the Supervisor of Elections.

Ms. Hill: Okay.

Mr. LeBrun: So, if you go to their website and the agenda book, there is some information on the qualifying procedure. There are a couple different ways that you can do it, but it's all through the Supervisor of Elections. They handle the process for qualifying and also running the election for the open seats.

Resident (Not Identified): Do we call the Brevard County Supervisor of Elections?

Mr. LeBrun: Yes.

Resident (Not Identified): Thank you.

Mr. LeBrun: Feel free to email me.

Mr. Pawelczyk: I think the best thing to do, there's a page in the agenda package and you could send that, if you're interested.

Resident (Not Identified): No, I just wanted to write it down.

Mr. LeBrun: It's in the agenda and on the CDD website.

Mr. Mills: I have a question with the new Form 1 that's required. Is this the paper Form 1 that they're asking for?

Mr. Pawelczyk: No. Nothing that will be filed by paper is my understanding. Everything is electronic filing. For instance, if you fill out your Form 1 now, you don't have to fill out another one, because they will be able to pull it up and say, *"Oh, no, it's already complied."*

Mr. Mills: Okay.

Mr. Pawelczyk: I delved into my report a little bit. The struggle with this new electronic filing, is there are no comparative thresholds anymore. So, everything has dollar thresholds. So, what that means, is for a majority of the people that would serve on this Board and myself, it makes it real difficult, because any intangible asset that you own, that's worth over \$10,000, you have to report. Okay? So, we all have been saving for years. Right? Like, if you own, as part of your portfolio, more than \$10,000 of Coca Cola stock, you have to put Coca Cola stock.

Mr. Mills: But not the amount.

Mr. LeBrun: Not the amount.

Mr. Pawelczyk: Yeah. So, the only reason that it's hard, is think of like a 401K, where you have multiple funds.

Mr. Mills: Yup.

Mr. Pawelczyk: I think what you need to do in that instance, is report the fund, such as T. Rowe Price®. You don't have to report everything that's in T. Rowe Price®, because that's a public record, but you have to report the T. Rowe Price®, rather than just put 401K, whereas before in the comparative method, it's kind of easy. You didn't have to report all of those individual ones that you have in your 401K. So, that makes it a little difficult. I don't know if I

told this Board, but that's all I have to do. I filled out everything on there and I have to pull all of that information and I just need to do it, but I keep putting it off until next week.

Mr. Mills: I keep putting that off too.

Mr. Pawelczyk: If you ever want to go look at it, you're afraid what you're going to find.

Mr. Mills: Suppose your 401K has many stocks in it. Can I just put down, "*Stocks*," and then put who it's with, like Jenny Montgomery Stock?

Mr. Pawelczyk: I don't know enough about how that works.

Ms. Hill: It wouldn't let me do it.

Mr. Pawelczyk: Yeah, I don't know if that works.

Ms. Hill: When I tried to do that, it wouldn't let me do it.

Mr. Mills: So, you have to list individual ones.

Ms. Hill: It needed more specificity. Now you can put a mutual fund and tell them what mutual fund.

Mr. Pawelczyk: Right. But it's not just T. Rowe Price®, it's T. Rowe Price® equity income or whatever. It has to be more specific.

Mr. Pawelczyk: Right. I don't know if we talked about this in this meeting, but there's a lot of people, like City Commissions, that have to fill out a Form 6 now, which is awful.

Mr. Darby: That's terrible.

Mr. Pawelczyk: You almost need an accountant to fill it out. So, a lot of people like you guys, might say, "*I want to be a great commissioner, but I don't want to do that, so I'm not going to run.*"

Ms. Hill: Well, *Florida Today* took those Form 6s and did a spreadsheet and put everybody's net worth that was on the council.

Mr. Mills: You're kidding!

Ms. Hills: Then they ran this article. The reason that your council isn't doing a better job for you, is because they're all rich and they don't understand what you're up against.

Mr. Mills: Is a car an intangible item?

Ms. Hill: A car is tangible, but if it's a lease car, it's intangible.

Mr. Pawelczyk: Right.

Mr. Darby: Reserve a day to do this. It takes a while.

Ms. Hill: All I want to know is if they change that to a Form 6, I want to know about it before the end of the year.

Mr. Pawelczyk: Well, so far they have. That would have to be through a legislative act, and it wasn't. There's nothing in this year's session, which has concluded or almost concluded. There's nothing in there for this year. So, we're watching that, too, because we'll obviously inform you of that anytime there's a change. I don't think they will be able to do it, because no one will run. No one will serve, because you're paid a minimal amount of money, but you're really not paid.

Mr. Mills: Right.

Mr. Pawelczyk: And all these other Special Districts that are out there, not the larger ones, but some of the Water Control Districts, people aren't paid. They're just volunteers doing it for their community, which is really what you're doing. So, I don't know if they'll be able to do it, because there's thousands of Special Districts throughout the State that rely on people like you to keep them private. So, we'll see. State Commissioners are a little bit different. They have larger amounts of money that they're dealing with and also they're more prone to political influence, than obviously we are.

Ms. Hill: Well, they're letting bigger contracts for the city.

Mr. Pawelczyk: Right. There's more chance to exchange favors when you're a municipal government buyer, whereas here, there just really isn't. The landscaper never even comes and says, *"Oh, let me come and buy you lunch."* That's good, because then you don't have to deal with any of that, whereas that happens all the time. You have stacks of recording information, not gifts they receive, but, if they go out to lunch and it's more than \$25, you have to make a report.

Mr. Mills: Okay, let's move on.

EIGHTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Mills: CDD action items. Jeremy, do you want to introduce Rob?

Mr. LeBrun: Yeah. So, the Board hopefully saw my email talking about our new Field Manager. Rob is here with us today. I sent his bio and contact information. I don't know if Rob wants to introduce himself or say anything.

Mr. Szozda: I'm Mr. Rob Szozda. I spent 30 years largely working different projects for the Federal Government. I'm very happy to be here. I think it's a wonderful community. I met a few of you the other day, when we were driving around. So, I'm looking forward to helping anyway that I can.

Ms. Hill: I have a question. How much did it cost to finish the second half of the Balmoral pipe repair.

Mr. LeBrun: I'll get to that. Alright, so the first thing on the Action Item List that was in your agenda, is the lake bank restoration. That's been ongoing. We should be finishing up here this week. We should be the final stages of that. I talked to Bill the other day, who is the lake bank restoration company owner. He said it all went very well. We came in about \$1,000 under budget, which is good. So, we have an extra little bit of cushion there on that side.

Mr. Mills: Great.

Mr. LeBrun: I believe the sod was being laid on the areas that were restored and then those drains were cleared. So, the project went well. There was minimal disruption to the areas and they were restored back to their original condition. Then we'll get that final information from him and finish that up. The pool deck and resurfacing, I know Rob has jumped in with Richard to kind of get this going. There's a notice that went out through the HOA about the pool closure. We received a start date. The pool is going to be closed from May 13th through May 22nd. They say it should only take seven days. That's the last I heard. I put 10 days on there just to give a little cushion. Richard, feel free if you want to add anything, but that was the latest. I know Rob's been in contact with them as well, but that's the current estimated start date. I think we're just waiting on the final color selection.

Mr. Bosseler: Right. We're going to work on the final color, which will be orange and pink. But when the gentleman came out and made his pitch, he said that a project our size is probably only going to be five to six days maximum. So, it will take two days to put the surface down and a couple days to cure. Once again, this product is very good, very simple to work with. No pressure cleaning on the deck, just hose it off and if we do get scrapes or chips, you just take a Q-Tip and take the material and you can patch it yourself.

Mr. Mills: Wow.

Mr. Bosseler: So, we're very hopeful that this is going to do the trick. He said for most homes, it lasts 10 to 15 years. We have a one-year guarantee, but he said, "*I don't know how often your pool is used, so I can't really say.*"

Mr. Bosseler: Other than that, can we get it on the marquee as soon as we have space on both marquees to say that the pool is closed.?

Ms. Hill: I didn't even see our meeting on it.

Mr. Darby: It was on it. It was on the front.

Ms. Hill: It wasn't on the back.

Mr. Darby: We probably should put something on the pool gauge itself, I would think.

Mr. Mills: Yes.

Mr. Darby: Saying that the pool is closed.

Mr. Mills: Rob, the letters for that back sign, is in the guard shack in the back.

Mr. Szozda: Okay.

Mr. Bosseler: Rob, on both pool doors, there's that revolving block about 6 feet high. The guard gate has the key. So, when they come in, we'll have to get a key for the vendor and then we'll lock it. The card will work, but it will be blocked, so nobody goes in there.

Mr. Mills: Cool.

Mr. Bosseler: This is about the time that school's going to be out, so they will be jumping the walls and trying to get in anyhow. So, feel free to drive around the pool and tennis court and if you see anything going on, call the police and not Mel.

Mr. Mills: Okay, let's move along to the Attorney's Report.

Mr. LeBrun: I just wanted to finish up the last action item, which was the stormwater pipe and repair. One of the Supervisors asked for some numbers on the first pipe repair that we had on Balmoral. So, I had the county pull all of the invoices for that first repair. So that first repair, that was the part that was the collapsed pipe in the easement area where all of the cables came together, electric, fiber, it was a tough area to work in. So, all of the invoices received up to this point, that we anticipate, was \$36,325. That was for that repair.

Ms. Hill: But that didn't count what we paid to determine what needed to be done.

Mr. LeBrun: No, these are all of the payments to that vendor for the work in that area.

Ms. Hill: But we paid another \$14,000.

Mr. Mills: Yeah, there was more. It's up close to \$60,000.

Mr. LeBrun: I want to say that I asked inclusive of all of those, I know that they knocked their price down a little bit to get to the lowest. We got three bids on the area and they brought it down. Andy worked with them to bring it down to the lower bid. These are all of the invoices for that vendor that was received for that repair. But I'll make a note to double check.

Ms. Hill: It wasn't for the repair.

Mr. LeBrun: Yeah. The investigation.

Ms. Hill: Yeah. The first bill was \$14,000 and then we came back with \$36,000 to do the repair.

Mr. LeBrun: I had to run the Check Register for the vendor. That's the information that they sent me, but I'll double check and make sure that they included that earlier part.

Ms. Hill: Was it the same vendor?

Mr. LeBrun: It was all the same vendor.

Mr. Mills: Now, what about the part that hasn't been finished yet?

Mr. LeBrun: So, the second pipe that has some issues, you all saw the road section of it. We haven't received the final invoice for that yet, but the proposal that we received was for \$18,000. Everything went perfectly to plan. There were no unforeseen issues that would cause extra. Then they sent us a quote for between \$6,000 to \$8,000 for the asphalt. I went and obtained a quote from our asphalt company that did the road repair when the BMW caught on fire. So, I went back to them and that was approximately \$2,500. So, they're going to do the asphalt for \$2,500.

Mr. Mills: Wow.

Mr. LeBrun: So, that's the final amount. We haven't received any information from them yet. We started the process and have the proposal. I said, "*Yes, we need this repaired.*" I'm trying to work quickly, because there's a vehicle rated plate that's on top of the repair that costs approximately \$600 to \$700 per week to rent it. Brownie said that they can get it done, within, hopefully seven to ten days, they can take it up and not have to continue to pay for that. So, I'm trying to ask Asphalt 365 to get out there as soon as possible to get that repaired so you can save that \$800 cost for that.

Ms. Hill: The gentleman that was doing the work, told me, "*Oh, this is a bigger job than I anticipated.*" So that's why I was concerned, because when they got down to the concrete pipe, they had not anticipated there were going to be some challenges.

Mr. LeBrun: I know I didn't receive any change orders, but there is still time. So, we're making sure we're getting everything together. But that's the current status. They said, they prepared it well and were just waiting on the asphalt. They would get in there soon, and then that would be the end of that.

Ms. Hill: Good.

Mr. Mills: Hopefully, they compacted that soil. I would hope.

Mr. LeBrun: They said that it was completely flat. When the asphalt company gets out there, they of course will do their analysis.

Mr. Mills: Very good.

Mr. Darby: So, Jeremy, if you were to include the additional \$14,000, which we think is out there, it comes up to around \$70,000 for total repairs for this thing. Where is this money coming from?

Mr. LeBrun: So, that would need to be a Board decision of where you guys would like to pull that money. I don't anticipate we're going to have \$70,000 in carryforward surplus, just based on historical trends at Baytree. So, that would be a decision for the Board, if they wanted to use reserves. The good news is that some of the line items in your capital reserve, there is a line item for sidewalk gutter repair. There's \$14,500 that we have not had any expenditures yet this fiscal year. There's a drainage maintenance line item of \$10,000. We have not had any expenses in that line item. So, that might help absorb some of the costs there. But going forward, the Board may want to establish a Disaster Reserve Fund in the future.

Mr. Darby: I guess my personal opinion is, I don't want to pull the monies from funds that aren't designated for that specific repair, because if you look at it historically, we're going to say, *"Okay, why did we have road sidewalk repair two years ago for \$14,000, when it should have went to the roads?"* That is my personal opinion.

Mr. Mills: Right. I agree.

Mr. Darby: Do we need to make a decision now as to allocate it to which accounts?

Mr. LeBrun: Not at this time. At the end of each fiscal year, we do an amending budget, where we balance those line items that we underspent and overspent on and we can also recategorize expenses. There are a variety of ways that the Board can address that and attack that.

Mr. Mills: Okay.

Resident (Not Identified): For the Balmoral issue, is the timeline soon?

Mr. LeBrun: For the asphalt, I was sent the signed proposal and I'm waiting to hear back for a start date. Their operations team is on it.

Resident (Not Identified): I still don't know what that means.

Mr. LeBrun: I don't have a date yet, but they were made aware that we will save \$800 a week, the faster that they do it and we want to continue working with them going forward. So, I'm hoping that they will get with us as soon as possible. I don't have a date.

Resident (Not Identified): Okay. The \$800 per week for the rental, is that included in the \$18,000?

Mr. LeBrun: That was included in the proposal.

Resident (Not Identified): Okay.

Mr. LeBrun: I don't know how long it is going to take for the asphalt people to come out.

Mr. Mills: I don't think you need to get that specific.

Resident (Not Identified): I was just curious.

Mr. Mills: Oh, yeah. Okay, if it's for your personal information, the overall number is fine. I don't think you need to break it down for the residents.

Resident (Not Identified): Someone asked me.

B. Additional Staff Reports

i. Attorney

Mr. Pawelczyk: I don't have anything really specific to report. Per the Board's directions at the last meeting, I sent a letter to the resident, with regard to the no fishing issue. I have not heard anything back, but I didn't expect to. Hopefully that works out for everyone. The only item was, we prepared the Facility Use Agreement for water aerobics. Jeremy got with me last week and I wanted to include that on the agenda with our new provider. So, we put that together. I was very glad to hear at the beginning of the meeting, that many of you have started your ethics training and were working on your Form 1 Financial Disclosure Form. Unless there are any questions, I have nothing further to report.

Resident (Not Identified): Just from my own curiosity, what does the CDD pay to the provider, if she collects \$100.

Ms. Hill: 10%.

Mr. Pawelczyk: I use the same agreement for every provider.

Resident (Not Identified): We have someone who is giving tennis lessons.

Mr. Pawelczyk: There's no agreement.

Resident (Not Identified): So, no one is giving tennis lessons at the tennis court officially.

Mr. Pawelczyk: No.

ii. District Manager

1. Consideration of Facility Use Agreement for Water Aerobics at the Baytree CDD Swimming Pool - ADDED

Mr. Mills: Okay. District Manager Report.

Mr. LeBrun: Sure. I just have a couple of items. We were made aware that the previous water aerobics instructor was not going to be teaching anymore and the person filling in for them, is now going to take over full-time. So, as soon as you found that out, we obtained their certificate of insurance. The person that's going to be doing that wants to do the training, if they get Board approval. Baytree is named as an insured on their insurance, so they have the required insurance. I have proof of that. We use the same agreement that's been in place for the previous instructor, that lays out protections for the District that was drafted by counsel. So, I just brought this to the Board since it's a new person. I spoke with Richard and he said that he received good feedback. But I just wanted to bring it to the Board formally for your comment and if you're okay with it, just approve that and get this one into place.

On MOTION by Mr. Bosseler seconded by Mr. Darby with all in favor the Facility Use Agreement for the new water aerobics instructor at the Baytree CDD swimming pool was approved.

Mr. LeBrun: We'll get that executed for the Board.

2. Presentation of Registered Voters - 999

Mr. LeBrun: The other item that I have, is the presentation of the number of registered voters. Each year, the District is required to present the number of registered voters. This is not residents. This is registered voters. The current number of registered voters as of April 15th is 999. So, that's just there for the Board's information and to publicly announce the number of registered voters for the District.

Mr. Mills: Okay, very good. Are there any questions for Jeremy? Hearing no questions, the next item followed.

iii. Field Manager

Mr. Mills: Alright. Field Manager's Report.

Mr. Szozda: There is nothing special. I'm getting the list of things that need to be done and I'm tracking them. If you ever want an update on anything, feel free to contact me.

Mr. Mills: Regarding Andy, Andy's mother lives with him and he is taking care of her. Andy also has some health issues that he's dealing with. Along with and the job, that just can't work. The mother will not go in a nursing home. So, Andy is going to be stuck taking care of her. So, he can't do his job and take care of his mom.

Ms. Curley: Give him my best, please.

Mr. Mills: I definitely will.

Ms. Hill: His mother is in her 90s.

Mr. Mills: Yup. I think she's 93, is what he told me.

Mr. Darby: Rob, one thing I noticed when I came over, one of the awnings over by the tennis court, seems to have come unattached. It's kind of flogging around.

Mr. Szozda: I saw that the first time we came out there. I will put this one on my list.

Mr. Darby: Okay. Thanks.

Mr. Mills: Okay. Anything else, Rob?

Mr. Szozda: Not unless you have any questions.

NINTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

B. Balance Sheet and Income Statement

Mr. LeBrun: Under Item A, is the consideration of the Check Register.

Mr. Mills: They didn't do what we asked.

Mr. LeBrun: I just followed up again. This is done in the South Florida office and I guess they are not used to doing it that way. But I sent another reminder that the Board really wants to see how it used to be done, how the Central Florida office did it. So, I put another reminder for them.

Mr. Mills: Okay, good.

Mr. LeBrun: You have Checks #773 through #800, in the total amount of \$70,997.88. Behind that, you'll see the line-by-line register for your review. I'm happy to take any questions. If not, I'll just look for a motion to approve the Check Register.

On MOTION by Mr. Darby seconded by Mr. Bosseler with all in favor the Check Register for March 1, 2024 through March 31, 2024 in the amount of \$70,997.88 was approved.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Supervisor's Requests, Richard?

Mr. Bosseler: Nothing.

Mr. Mills: Jan?

Ms. Hill: Nothing.

Mr. Mills: Jerry?

Mr. Darby: At the last meeting we were talking about the no fishing signs. Did we verify that they also said, "*No Trespassing?*"

Mr. Mills: Yes, they all do. Every one of them.

Mr. Darby: I just wanted to make sure that we did that. The other is, I'm not going to be available for the June 5th meeting. I think other Supervisors might have a conflict that day, too. So, perhaps we may want to cancel that meeting.

Mr. Mills: I think that's a good idea. I talked to Jeremy about this previously and if it's okay with the Board, we'll keep it listed and if there are no business items, we'll cancel it, but if any business comes up, then we'll have to have another date, if that's okay with the Board.

Mr. Darby: It's fine by me.

Mr. Mills: Okay. Very good.

Ms. Hill: Do you need a motion to do that?

Mr. LeBrun: No, we'll just keep it on there. If it gets canceled, we'll send out the proper notice.

Mr. Mills: Okay. Anything else, Jerry?

Mr. Darby: Nope, that's it?

Mr. Mills: No. I guess I basically don't have anything either. Oh, yes, I do. I would like to take just one moment to read the letter that Mike wrote to the resident. I think it's a great letter. It

says: *“The firm serves as District Counsel to the Baytree Community Development District. As such, it has been requested by the District Board of Supervisors, that we send this correspondence to you, which correspondence is necessitated, by one or more of your children continuing to fish in District owned lakes and from District owned property. As you are well aware from previous correspondence that you received from the District Manager of the District, a copy of which is attached, and a telephone conversation that the District Manager had with Mr. Trinkas on January 9, 2024, regarding this issue. Fishing is strictly prohibited in all District owned lakes and from any property owned by the District. This policy is applicable to everyone and serves the purposes outlined by the District Manager in the attached correspondence. There are NO exceptions. Despite such prior notice and reminders, the District Board of Supervisors was recently informed, at its regular meeting earlier this month, that one or more of your children were yet again traversing the rear yards of District residents and fishing in the District lakes. I have been informed that an altercation with one of the District residents arose out of this incident. While it might be trivial to you, please understand that the District and its Board of Supervisors, intends to enforce its rules and policies prohibiting fishing, in order to best protect the District and its residents. I have been informed that the District staff has discussed these reoccurring violations with the Brevard County Sheriff's office, who will be increasing patrols in the District. On behalf of the District, I appreciate your anticipated cooperation and compliance with the no fishing policies of the District.”*

Ms. Hill: That’s a very nice letter.

ELEVENTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: We’ll open the floor to residence comments.

Resident (Rich Mercarante, 8017 Kingswood Way): I was a pilot and what you consider paramedic for the NEST team for a lot of years. One of the things, I think that from a community standpoint, that would be good to have, would be to host a CPR/AED course and this room is perfect for it. I've been involved in those and of course having somebody on the scene who does something, makes a difference.

Mr. Mills: That's probably a BCA issue.

Resident (Rich Mercarante, 8017 Kingswood Way): Okay. The other thing, and I know you've talked about this opportunity here, is the speeding on Kingswood Way. I’m a 27-year

resident and before I moved here, when we had an issue, we got the “*Slow Children at Play*” signs posted and so forth and that worked for a while. However, we're going through another incident where I saw a couple of kids, the week that school was closed, riding along Kingswood Way with their fishing poles and completely oblivious to the threat to them. I also saw another resident who was riding his bike, turning into his driveway and somebody went to pass him and almost got him, but they stopped in time. I saw a couple people last night doing 40 miles-per-hour (MPH). We have a number of repeated offenders and it's just a matter of time, until someone gets hit. So, I think we need an additional speed trap on Kingswood Way, to slow things down. I've been trimming the grass between my sidewalk and road and on more than one occasion, I felt a breeze from somebody rushing past me. Like I said, I saw last night, one person actually passing me doing about 40 MPH down the street. So, we need to do something physically and also signage. I continually see speeding and people texting and on their phone, coming around the bend at 40 MPH. I request that the Board seriously consider putting something there in the middle of the street to slow people down. (*Portions of this was unintelligible, due to background noise.*)

Mr. Mills: If I remember correctly, we've asked Peter to look at that area and come up with a recommendation of where to put that in the next meeting.

Mr. LeBrun: We did the additional mailing for the cul-de-sac, that drive down there. We received more no's than yeses. The feedback in that area, was that they did not want a speed bump in that area.

Resident (Rich Mercarante, 8017 Kingswood Way): With all due respect to the residents who live there, they don't have to deal with the kids.

Resident (Maureen Ksiez, Balmoral Way): You don't have a speed bump in front of your house.

Resident (Rich Mercarante, 8017 Kingswood Way): I do, but people coming outbound, don't slow down.

Mr. LeBrun: We can bring it back to the Board.

Mr. Mills: Yeah. We'll discuss it. Put it on the agenda for the workshop in July.

Mr. Bosseler: Yeah.

Resident (Maureen Ksiez, Balmoral Way): One thing that I was thinking maybe for the newsletter. I know it's not addressing your concern, but when the newsletter comes out, we'll include a quick blurb.

Mr. Darby: I think it's a good idea.

Mr. Mills: I'll address that in my section of the newsletter. It needs to be addressed in the entire community.

Resident (Maureen Ksiez, Balmoral Way): But we did stop having the Sheriff come in. Am I correct?

Mr. Mills: Yes.

Ms. Hill: We were paying for a Sheriff to come in.

Mr. Darby: Were we paying \$10,000 a year?

Mr. Mills: No, it was down less than that. I think we were paying around \$4,000 or \$5,000.

Mr. Darby: But if they're not going to write tickets, what's the point?

Ms. Hill: We weren't getting anything for our money.

Mr. Mills: We even said to them, no warnings, tickets only.

Ms. Hill: Yeah.

Resident (Maureen Ksiez, Balmoral Way): The only thing I would say to that effect, because people that knew that we had a Sheriff in here, that kind of is a thought in your mind, whereas Donald. Donald told me about it.

Ms. Hill: We don't have to tell them that.

Resident (Maureen Ksiez, Balmoral Way): Well, I haven't told anyone. He didn't know. It provided a deterrent. I know that the feedback was no, but having them at random in the neighborhood, was a deterrent.

Mr. Mills: We had even talked about putting in a temporary speed hump that is screwed into the macadam, like we have at the front gate. We should one of those in temporarily, before we spend \$10,000 with another speed hump, to see if it does help some. I went over that one today at 30 MPH, and I want to tell you what, it jars the heck out of you.

Resident (Maureen Ksiez, Balmoral Way): Yeah. The issue is the people in the Isles of Baytree. We just lost any clout that we would have had.

Mr. Bosseler: So, Mel, to that point, why don't we put the temporary one in and give it a try?

Mr. Mills: Let's discuss that at the July workshop.

Mr. Bosseler: But that's July. We need something now. It's the end of the school year.

Mr. LeBrun: We need to consult with the engineer, because I'm sure there are signage and things that they would have to put in place.

Mr. Mills: Yeah, there would be signage.

Mr. LeBrun: The Board can do what they want, but we can't just throw a temporary speed hump out there. There's a lot of behind-the-scenes kind of work.

Ms. Hill: We can't write S under the other signs for speed bumps?

Resident (Maureen Ksiez, Balmoral Way): Actually, what I think slows people down, is the golf cart crossings, because they don't know that there's a speed hump there.

Mr. Mills: What's the Board thinking?

Mr. Darby: You know, this has been a debated issue so often. To Jeremy's point, you just can't put a speed hump down. You need to have 100 feet in front and 100 feet back. You need to put the sign at the stripe and the pavement too, as a warning. So, if you're going to do that, you're going to come close to spending \$10,000 anyway. The real question is, is it going to be effective? Even if you use a temporary speed hump, you really need to get the data before that goes in and then see what happens afterwards. If you're going to remove it, then remove the signs, remove the hump and then, you know, seal the pavement again.

Resident (Rich Mercarante, 8017 Kingswood Way): What is the cost?

Mr. Darby: But to your point, sir, Baytree has a speeding problem throughout. We put in stop signs, we put in humps, in some cases, it may have helped the situation, but in some cases, it has not. There are individuals who just don't care and they will come flying out. The other problem is, part of those individuals, in your particular neighborhood, don't belong to Baytree. They belong to somebody else, but we have no influence on them whatsoever, particularly since their advocate through us is not available.

Mr. Mills: That's exactly right.

Ms. Hill: Delivery people, you know, the UPS and Amazon drivers, it doesn't matter if you have a speed bump, they fly over them.

Mr. Mills: Not to discourage what you said, but I'm almost at the point, of letting somebody get hurt and then maybe things will calm down.

Resident (Rich Mercarante, 8017 Kingswood Way): No, you don't want to do that.

Mr. Mills: I know.

Mr. LeBrun: I've also seen some other Districts have success, the more residents that call the enforcement agency, which is Brevard County Sheriff, to report the speeding, sometimes that can have a positive influence of them doing more enforcement in that area. The more vocal the residents are in what they are seeing, sometimes we've seen that spurs them to get out there.

Resident (Maureen Ksiez, Balmoral Way): Okay, Jeremy, but if we were to call and say that this particular truck with this license plate has been speeding by my house, as you know, three or four of them are consistently breaking the rules, that has no legal enforcement.

Mr. LeBrun: Usually it puts it on their radar that there is an issue in this area. And they sometimes will send more enforcement to those hot spots if they are needed.

Mr. Pawelczyk: That's their job.

Resident (Rich Mercarante, 8017 Kingswood Way): If you call the license plate, vehicle description and so forth, they are supposed to contact them. I've had some deputies call me back and say, "*What's a good time for us to be there?*" I had another deputy tell me, "*Well, I'll make the note of it,*" and I see the car. I've made calls.

Ms. Hill: We could put it in the newsletter and suggest people, when they recognize that there's a speeding vehicle consistently causing the problem, to take down their license plate and call the Sheriff.

Resident (Maureen Ksiez, Balmoral Way): I'll put in whatever you feel is best.

Ms. Hill: You can even put the Sheriff's number in there.

Resident (Maureen Ksiez, Balmoral Way): They have a non-emergency number and that's the one we call.

Mr. Pawelczyk: That's the information you would send to law enforcement, because they're the only ones that can enforce it.

Mr. Mills: Right.

Mr. Pawelczyk: There's nothing that I'm aware of that indicates that our roads are unsafe. We don't have any power to enforce speeding. We have zero police authority. So, we need to

work with the law enforcement agencies to address those issues. This is in every single community that I handle. I drove up here going 77 MPH and I was passed by 40 cars going 90.

Ms. Hill: Yeah.

Mr. Pawelczyk: Because people speed everywhere. You can go to other parts of the country and it seems like I'm going too fast because, I'm the one passing everybody. Here, people just fly. In my neighborhood, which is not a planned community, I'm sure wherever you came from, people are speeding there. There's only so much the District can do. Even if the District wanted to, you could put speed humps every hundred feet, if the permitting agency will let you. But I don't know if that's a practical solution to your issue.

Mr. Mills: Maureen, I will address that in my article for the newspaper.

Mr. Pawelczyk: That's not to say that you should continue to take this on a case-by-case basis, as you have been over the last seven or eight years.

Mr. Mills: Right. And the old story is, we can't please everybody all the time.

Mr. Pawelczyk: That's correct.

Mr. Mills: But we've had this room almost filled with people, saying not to have a speed hump, none. Who violates it? The people in Southpointe. I followed a car the other day that came in on Old Tramway. They never stopped at the golf course stop sign or at the one on Chatsworth. They went all the way down and turned right into Southpointe.

Resident (Not Identified): The Captain wasn't there.

Mr. Mills: Yesterday, some woman in a white SUV, never stopped. They went straight through.

Resident (Not Identified): The people that live at the corner down here, will tell you that stop sign is run all the time.

Mr. Mills: Oh, yeah.

Resident (Not Identified): Is it like this every time I walk?

Mr. Mills: You hadn't been at one of the meetings. We had a guy sat right back there saying, "*I am not going to stop at any of the stop signs.*" Is there anything else from the audience?

Resident (Maureen Ksiez, Balmoral Way): There's a broken cap on the common area between the Balmoral corner and old family corner. It's in that park like area.

Ms. Hill: I thought you provided a picture.

Resident (Maureen Ksiez, Balmoral Way): I did send one. I just wanted to know what was going on with that.

Mr. Mills: A broken cap?

Resident (Maureen Ksiez, Balmoral Way): Yeah, it's like one of the things that comes out.

Mr. Darby: Oh, it's like the telephone thing?

Resident (Maureen Ksiez, Balmoral Way): Maybe a vent or some type. I have a picture.

Mr. Mills: It has to do with maybe the cable company.

Resident (Maureen Ksiez, Balmoral Way): I don't think so.

Ms. Hill: I forwarded it.

Mr. Darby: I would send it to Rob or Jeremy

Ms. Hill: Yeah, send it directly to them.

Resident (Maureen Ksiez, Balmoral Way): I don't have your email.

Mr. LeBrun: We can get with you after the meeting.

Resident (Maureen Ksiez, Balmoral Way): Alright. I would also like to put in the newsletter about the new water aerobics instructor. Do you have any information on them?

Mr. LeBrun: I can give you the name after the meeting.

Resident (Maureen Ksiez, Balmoral Way): Great. Just for everybody, we're going to try to get the newsletter out the first week of June. So, if you have something that you want to put in there, send it to me by May 20th. That's it.

Mr. Mills: Anything else? Thank you, Jackie, for coming and representing the BCA.

TWELFTH ORDER OF BUSINESS

Adjournment

Mr. Mills adjourned the meeting.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

SECTION A

SECTION i

RESOLUTION 2024-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Baytree Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Baytree Community Development District for the Fiscal Year Ending September 30, 2025.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District for Fiscal Year 2025, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL CAPITAL PROJECTS FUND	\$ _____
TOTAL PAVEMENT MANAGEMENT FUND	\$ _____
TOTAL COMMUNITY BEAUTIFICATION FUND	\$ _____
TOTAL ALL FUNDS FY25	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Adopted FY2025 Budget

Baytree
Community Development District

Approved Proposed Budget
FY 2025



Table of Contents

General Fund	Page 1-2
Narratives	Page 3-7
Capital Projects Fund	Page 8-9
Pavement Management Fund	Page 10
Community Beautification Fund	Page 11
O&M Assessment Rate Sheet	Page 12
IOB Roadway Maintenance Cost Share Schedule	Page 13

Baytree
Community Development District
Proposed Budget FY 2025
General Fund

Description	Adopted Budget FY2024	Actuals Thru 05/31/24	Projected Next 4 Months	Projected Thru 09/30/24	Approved Proposed Budget FY 2025
REVENUES:					
Maintenance Assessments	\$ 995,884	\$ 984,994	\$ 15,270	\$ 1,000,264	\$ 1,132,331
Miscellaneous Income (IOB Cost Share Agreement)	47,979	10,895	37,084	47,979	55,046
Miscellaneous Income	9,250	7,794	1,456	9,250	9,250
Interest	-	38	19	57	4,811
Carry Forward Surplus	-	41,537	-	41,537	-
TOTAL REVENUES	\$ 1,053,113	\$ 1,045,258	\$ 53,830	\$ 1,099,087	\$ 1,201,438

EXPENDITURES:

Administrative

Supervisor Fees	\$ 12,000	\$ 7,600	\$ 4,200	\$ 11,800	\$ 12,000
FICA Expense	918	581	321	903	918
Engineering	36,050	6,794	450	7,244	37,853
Attorney Fees	24,000	29,035	5,000	34,035	24,000
Annual Audit	3,350	3,350	-	3,350	3,350
Assessment Administration	7,875	7,875	-	7,875	8,269
Management Fees	46,488	30,992	15,496	46,488	48,813
Property Appraiser	250	234	-	234	250
Information Technology	1,890	1,260	630	1,890	1,985
Website Maintenance	1,260	840	420	1,260	1,322
Telephone	250	-	100	100	250
Postage	2,000	1,403	389	1,792	3,000
Insurance General Liability	39,783	32,226	-	32,226	36,127
Tax Collector Fee	19,918	19,657	305	19,963	22,647
Printing & Binding	1,500	200	178	378	1,500
Legal Advertising	5,000	179	321	500	5,000
Other Current Charges	3,000	346	131	477	2,000
Office Supplies	250	85	71	156	250
Property Taxes	350	346	-	346	350
Dues, Licenses & Subscriptions	175	175	-	175	175
TOTAL ADMINISTRATIVE	\$ 206,307	\$ 143,178	\$ 28,012	\$ 171,191	\$ 210,057

Baytree
Community Development District
Proposed Budget FY 2025
General Fund

Description	Adopted Budget FY2024	Actuals Thru 05/31/24	Projected Next 4 Months	Projected Thru 09/30/24	Approved Proposed Budget FY 2025
<i>Operations & Maintenance</i>					
<u>Field Expenditures</u>					
Security Contract	\$ 222,284	\$ 151,366	\$ 54,918	\$ 206,284	\$ 231,474
Gate Maintenance	15,200	17,404	5,895	23,299	25,320
Security Gatehouse Maintenance	6,000	5,290	4,812	10,102	14,000
Telephone/Internet - Gatehouse/Pool	6,818	5,267	2,498	7,766	8,040
Transponders	5,000	4,972	28	5,000	5,000
Field Management Fees	32,573	21,715	10,858	32,573	34,202
Electric	56,700	42,647	25,455	68,102	74,912
Water & Sewer	15,120	11,910	3,090	15,000	16,500
Gas	9,115	9,060	4,512	13,572	9,350
Trash Removal	643	421	210	631	663
Maintenance - Lakes	42,440	30,245	13,375	43,620	47,220
Maintenance - Landscape Contract	129,076	84,739	44,956	129,695	138,914
Maintenance - Additional Landscape	20,000	36,839	7,661	44,500	31,079
Maintenance - Pool	30,000	35,391	5,609	41,000	37,401
Maintenance - Irrigation	9,214	17,450	4,550	22,000	17,000
Maintenance - Lighting	6,000	7,073	8,859	15,932	18,000
Maintenance - Monuments	4,000	-	2,000	2,000	4,000
Maintenance - Fountain	1,180	680	205	885	1,180
Maintenance - Other Field (R&M General)	5,928	70,821	2,179	73,000	5,928
Maintenance - Recreation	1,500	-	2,500	2,500	2,500
Holiday Landscape Lighting	16,092	15,412	678	16,090	16,000
Operating Supplies	750	47	203	250	750
Sidewalk/Curb Cleaning	15,000	2,290	7,710	10,000	12,000
Miscellaneous	1,000	-	500	500	2,444
TOTAL FIELD EXPENDITURES	\$ 651,634	\$ 571,040	\$ 213,261	\$ 784,301	\$ 753,877
TOTAL EXPENDITURES	\$ 857,940	\$ 714,218	\$ 241,273	\$ 955,492	\$ 963,934
<u>Other Sources/(Uses)</u>					
<i>Transfer Out:</i>					
Capital Projects- Paving - Baytree	\$ (25,051)	\$ (25,051)	\$ -	\$ (25,051)	\$ (58,144)
Capital Projects - Paving - IOB Funds	(8,187)	(8,187)	-	(8,187)	(19,002)
Capital Projects - Reserves	(65,093)	(65,093)	-	(65,093)	(65,093)
Community Beautification Fund	(45,265)	(45,265)	-	(45,265)	(45,265)
First Quarter Operating	(51,577)	-	-	-	(50,000)
TOTAL OTHER SOURCES/(USES)	\$ (195,173)	\$ (143,596)	\$ -	\$ (143,596)	\$ (237,504)
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 187,443	\$ (187,444)	\$ -	\$ -

Baytree
Community Development District
Budget Narrative
Fiscal Year 2025

REVENUES

Maintenance Assessments

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

Miscellaneous Income (IOB Cost Share Agreement)

Represents estimated earnings from Isles of Baytree.

Miscellaneous Income

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

Interest

The District earns interest on the monthly average collected balance for each of their operating accounts.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

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

Attorney

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

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration

Expenditures with Governmental Management Services related to administration of the District's Assessment Roll.

Management Fees

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

Property Appraiser

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

Information Technology

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

Baytree
Community Development District
Budget Narrative
Fiscal Year 2025

Expenditures - Administrative (continued)

Website Maintenance

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

Communication - Telephone

Internet and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Tax Collector Fee

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

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Property Taxes

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

Due, Licenses & Subscriptions

The District is required to pay an annual fee to Florida Department of Commerce for \$175.

Operation and Maintenance:

Security Contract

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

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: COST OF \$25.56 PER HOUR FOR 359 DAYS	\$220,225
HOLIDAY HOURS: COST OF \$38.34 PER HOUR FOR 6 DAYS	\$5,521
CONTINGENCY	\$5,000
Total	\$230,746

Gate Maintenance

Represents expenditures for maintenance and repairs for the automated gate entrance systems. The District currently has a contract with Access Control Technologies.

Security Gatehouse Maintenance

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

Baytree
Community Development District
Budget Narrative
Fiscal Year 2025

Operation and Maintenance: (continued)

Telephone/Internet - Gatehouse/Pool

The District has a telephone at the front entrance for the security staff to make local calls. Additionally, the District has a phone

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
201 BAYTREE DR FRONT GATE	\$288	\$3,455
630 BAYTREE DR BACK GATE	\$183	\$2,196
8207 NATIONAL DR POOL AREA	\$176	\$2,115
CONTINGENCY		\$274
	Total	\$8,040

Transponders

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

Field Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide on-site field management

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$2,850	\$34,202

Electric

Represents costs for electric for projects such as streetlights, signs, electric for well pumps, guardhouse, entrance features,

DESCRIPTION	LOCATION	MONTHLY	ANNUAL AMOUNT
00533-81406	8002 Bradwick Way # Wall	\$29	\$350
02781-39043	8207 National Dr # Pool Hse	\$27	\$324
04080-73153	609 Baytree Dr # Wall	\$32	\$389
04396-25492	8205 National Dr # Courts	\$70	\$838
09459-03086	8147 Old Tramway Dr # Entrance	\$43	\$516
11105-10375	7948 Daventry Dr # Wall	\$28	\$341
14771-79517	345 Baytree Dr # Pump	\$141	\$1,694
15604-14425	8005 Kingswood Way # Fountain	\$681	\$8,167
36008-52200	602 Baytree Dr # Sign	\$30	\$355
46619-40025	8253 Old Tramway Dr # Ent Sign	\$34	\$407
47131-19107	1409 SouthPointe Ct# Ent Sign	\$29	\$347
67950-66148	7951 Daventry Dr # Pump Street	\$156	\$1,878
72491-60156	7942 Kingswood Way #Lights	\$34	\$410
73679-10572	201 Baytree Dr # Grd Hse	\$181	\$2,172
83711-46575	8005 Kingswood Way # Street Lights	\$3,126	\$37,512
86596-45173	8005 Kingswood Way # Pump	\$305	\$3,655
88573-27285	687 Deerhurst Dr # Pump	\$108	\$1,296
91260-64568	8128 Old Tramway Dr # Sign	\$28	\$331
99142-26460	8005 Kingswood Way# Gate	\$30	\$359
	CONTINGENCY		\$13,572
			\$74,912

Baytree
Community Development District
Budget Narrative
Fiscal Year 2025

Operation and Maintenance: (continued)

Water & Sewer

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

DESCRIPTION	LOCATION	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$16,500
167895-118058	8207 NATIONAL DR #POOL	
		\$16,500

Gas

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

DESCRIPTION	LOCATION	MONTHLY	ANNUAL AMOUNT
2932702542	8205 NATIONAL DR POOL HEATER	\$554	\$6,648
	CONTINGENCY		\$2,702
			\$9,350

Trash Removal

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

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
96 GALLON TRASH TOTER	\$55	\$663

Maintenance - Lakes

The District currently has a contract with ECOR to maintain its 66.46 acres of lakes. Additional funds are allocated for the

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
LAKE MAINTENANCE	\$3,292	\$39,501
NATURAL AREAS MANAGEMENT: CONTRACT COST OF 880 BI-MONTYHLY		\$5,922
PEST CONTROL		\$378
CONTINGENCY		\$2,000
	Total	\$47,801

Maintenance - Landscape Contract

The District currently has a contract with US Lawns to maintain its 352,000 Square Feet of Landscaping.

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$11,576	\$138,914
		\$138,914

Maintenance - Additional Landscape

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

Baytree
Community Development District
Budget Narrative
Fiscal Year 2025

Operation and Maintenance: (continued)

Maintenance - Pool

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

DESCRIPTION	VENDOR	MONTHLY	ANNUAL AMOUNT
POOL MAINTENANCE	BEACH POOLS		
SETEMBER THRU MAY - 3 DAYS/WEEK		\$945	\$8,505
JUNE THRU AUGUST - 5 DAYS/WEEK		\$1,155	\$3,465
CONTINGENCY - POOL REPAIRS			\$10,000
JANITORIAL SERVICES	COVERALL OF ORLANDO	\$661	\$5,431
SUPPLIES & SPECIAL CLEANING			\$10,000
		Total	\$37,401

Maintenance - Irrigation

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

Maintenance - Lighting

Estimated cost for routine/replacement of fixtures.

Maintenance - Monuments

Estimated cost to pressure clean and paint monuments.

Maintenance - Fountain

The cost of providing preventative maintenance to the District fountains. The cost of service is \$175 per quarter and \$40 per month.

Maintenance - Other Field

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

Maintenance - Recreation

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

Holiday Landscape Lighting

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

Operating Supplies

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

Sidewalk/Curb Cleaning

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

Miscellaneous

Any other miscellaneous expenses incurred during the year.

Other Financing Uses

Transfer Out - Capital Projects - Paving - Baytree/IOB

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

Transfer Out - Capital Projects - Paving - IOB Funds

Represents estimated expenditures from IOB shared costs.

Transfer Out - Capital Projects - Reserves

Renewal and replacement costs such as replacement cost of the sidewalks, drainage repair, playground equipment, etc. See

Transfer Out - Community Beautification Fund

Represents the assessments dedicated to the Community Beautification Fund.

Transfer Out - Rebalance First Quarter Operating

Reproresents 1st quarter operating reserve

Baytree
Community Development District
Proposed Budget FY 2025
Capital Projects Reserve

Description	Adopted Budget FY2024	Actuals Thru 05/31/24	Projected Next 4 Months	Projected Thru 09/30/24	Approved Proposed Budget FY 2025
<u>REVENUES:</u>					
Interest Income	\$ -	\$ 4	\$ -	\$ 4	\$ -
Carry Forward Surplus	7,762	26,763	-	26,763	25,164
TOTAL REVENUES	\$ 7,762	\$ 26,767	\$ -	\$ 26,767	\$ 25,164
<u>Expenditures:</u>					
Lake Bank Restoration/Evaluation	\$ 35,000	\$ 34,000	\$ 1,000	\$ 35,000	\$ 30,000
Sidewalk/Gutter Repair	14,500	-	14,500	14,500	14,500
Drainage Maintenance	10,000	-	10,000	10,000	10,000
Curb -Tree Trimming/Replacements	6,500	-	-	-	-
Tennis Court Lights	-	-	-	-	2,000
Disaster/Emergency Reserve	-	-	6,500	6,500	6,500
Bank Fees	600	312	384	696	600
TOTAL EXPENDITURES	\$ 66,600	\$ 34,312	\$ 32,384	\$ 66,696	\$ 63,600
<u>Other Financing (Uses)/Sources</u>					
Transfer In	\$ 65,093	\$ 65,093	\$ -	\$ 65,093	\$ 65,093
TOTAL OTHER SOURCES/(USES)	\$ 65,093	\$ 65,093	\$ -	\$ 65,093	\$ 65,093
EXCESS REVENUES (EXPENDITURES)	\$ 6,255	\$ 57,548	\$ (32,384)	\$ 25,164	\$ 26,657

Baytree
Community Development District
Capital Improvement Program

Project Description	FY 2024	FY 2025	FY 2026
Lake Bank Restoration	\$ 35,000	\$ 30,000	\$ 30,000
Sidewalk /Gutter Repair	14,500	14,500	14,500
Flexible Paving Replacement	-	-	-
Drainage Maintenance	10,000	10,000	10,000
Balmoral Drainage Improvements	-	-	-
Curbing Improvements	-	-	-
Monuments - Repair	-	-	-
Curb - Tree Trimming/Replacements	6,500	-	-
Recreation Center Repaving	-	-	-
Tennis Court Lights	-	2,000	-
Pool Furniture	-	-	4,000
Disaster/Emergency Reserve	-	6,500	6,500
Total	\$ 66,000	\$ 63,000	\$ 65,000

Baytree
Community Development District
Proposed Budget FY 2025
Pavement Management

Description	Adopted Budget FY2024	Actuals Thru 05/31/24	Projected Next 4 Months	Projected Thru 09/30/24	Approved Proposed Budget FY 2025
<u>REVENUES:</u>					
Interest Income	\$ -	\$ 23	\$ 44	\$ 67	\$ 2,000
Carry Forward Surplus	323,019	323,026	-	323,026	355,731
TOTAL REVENUES	\$ 323,019	\$ 323,049	\$ 44	\$ 323,093	\$357,731
<u>EXPENDITURES:</u>					
Bank Fees	\$ 600	\$ 312	\$ 288	\$ 600	\$ 600
Sidewalk Repairs	-	-	-	-	-
Roadway Paving	-	-	-	-	-
TOTAL EXPENDITURES	\$ 600	\$ 312	\$ 288	\$ 600	\$600
<u>Other Sources/(Uses)</u>					
Transfer In - Baytree	\$ 25,051	\$ 25,051	\$ -	\$ 25,051	\$ 58,144
Transfer In - IOB	8,187	8,187	-	8,187	19,002
TOTAL OTHER SOURCES/(USES)	\$ 33,238	\$ 33,238	\$ -	\$ 33,238	\$ 77,146
EXCESS REVENUES (EXPENDITURES)	\$ 355,657	\$ 355,975	\$ (244)	\$ 355,731	\$ 434,277

CARRY FORWARD SPLIT

BAYTREE
IOB

FY 2024	FY 2025
\$232,934	\$292,478
\$122,724	\$141,726
\$355,658	\$434,204

Baytree
Community Development District
Proposed Budget FY 2025
Community Beautification

Description	Adopted Budget FY2024	Actuals Thru 05/31/24	Projected Next 4 Months	Projected Thru 09/30/24	Approved Proposed Budget FY 2025
<u>REVENUES:</u>					
Carry Forward Surplus	\$ 59,410	\$ 64,675	\$ -	\$ 64,675	\$ 31,455
TOTAL REVENUES	\$ 59,410	\$ 64,675	\$ -	\$ 64,675	\$ 31,455
<u>EXPENDITURES:</u>					
Bank Fees	\$ 400	\$ 150	\$ 250	\$ 400	\$ 400
Beautification Projects	-	24,085	54,000	78,085	-
TOTAL EXPENDITURES	\$ 400	\$ 24,235	\$ 54,250	\$ 78,485	\$ 400
<u>Other Sources/(Uses)</u>					
Transfer In - Baytree	\$ 45,265	\$ 45,265	\$ -	\$ 45,265	\$ 45,265
TOTAL OTHER SOURCES/(USES)	\$ 45,265	\$ 45,265	\$ -	\$ 45,265	\$ 45,265
EXCESS REVENUES (EXPENDITURES)	\$ 104,275	\$ 85,705	\$ (54,250)	\$ 31,455	\$ 76,320

Baytree
Community Development District
Non-Ad Valorem Assessments Comparison
2024-2025

Neighborhood	O&M Units	Bonds Units 2020	Annual Maintenance Assessments		
			FY 2025	FY2024	Increase/ (decrease)
Phase 1	304	0	\$2,500.00	\$2,200.00	\$300.00
Phase 2	157		\$2,500.00	\$2,200.00	\$300.00
Total	461	0			

Baytree
Community Development District
IOB Roadway Maintenance Cost Share Schedule

Approved Proposed Budget FY 2025

Security	\$231,474
Maintenance - Gate/Gatehouse	\$39,320
Telephone - Gatehouse	\$8,040
Utilities ¹	\$6,293
Maintenance - Lighting	\$1,803
Capital Reserve - Paving Management ²	\$19,001
Total	\$305,932

Less: Golf Course Contribution (2.25%) (\$6,883)

Total to be assessed To Baytree CDD & Isles of Baytree HOA \$299,048

Total Number of Lots	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	565

Total Per Lot Assessment \$529

Total Expenses divided by Total Units

Adopted Amount for Isles of Baytree HOA for FY25 \$55,046

Notes

Total Utilities	
201 Baytree Drive Guardhouse	\$3,710
201 Baytree Drive Guardhouse - Water	\$780
8005 Kingswood Way - Street Lights	\$1,803
	\$6,293

Capital Reserve Calculation is based on the following areas:

- Baytree Boulevard
- National Drive
- Kingswood Drive

Total Area of Pavement	89,711
IOB Shared Roadway Area	22,093
Fraction of Shared Roadways	24.63%

Total Projected FY24 Paving Management	\$77,146
IOB Shared Cost	\$19,001

SECTION ii

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Baytree Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Brevard County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2024/2025; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Baytree Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 7th day of August 2024.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit B

Baytree CDD FY 25 Assessment Roll
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ParcelID	Units	FY 25 O&M
26 3615-PU-A-1	1	\$2,500.00
26 3615-PU-A-2	1	\$2,500.00
26 3615-PU-A-3	1	\$2,500.00
26 3615-PU-A-4	1	\$2,500.00
26 3615-PU-A-5	1	\$2,500.00
26 3615-PU-A-6	1	\$2,500.00
26 3615-PU-A-7	1	\$2,500.00
26 3615-PU-A-8	1	\$2,500.00
26 3615-PU-A-9	1	\$2,500.00
26 3615-PU-A-10	1	\$2,500.00
26 3615-PU-A-11	1	\$2,500.00
26 3615-PU-A-12	1	\$2,500.00
26 3615-PU-A-13	1	\$2,500.00
26 3615-PU-A-14	1	\$2,500.00
26 3615-PU-A-15	1	\$2,500.00
26 3615-PU-A-16	1	\$2,500.00
26 3615-PU-A-17	1	\$2,500.00
26 3615-PU-A-18	1	\$2,500.00
26 3615-PU-A-19	1	\$2,500.00
26 3615-PU-A-20	1	\$2,500.00
26 3615-PU-A-21	1	\$2,500.00
26 3615-PU-A-22	1	\$2,500.00
26 3615-PU-A-23	1	\$2,500.00
26 3615-PU-A-24	1	\$2,500.00
26 3615-PU-A-25	1	\$2,500.00
26 3615-PU-A-26	1	\$2,500.00
26 3615-PU-A-27	1	\$2,500.00
26 3615-PU-A-28	1	\$2,500.00
26 3615-PU-A-29	1	\$2,500.00
26 3615-PU-A-30	1	\$2,500.00
26 3615-PU-A-31	1	\$2,500.00
26 3615-PU-A-32	1	\$2,500.00
26 3615-PU-A-33	1	\$2,500.00
26 3615-PU-A-34	1	\$2,500.00
26 3615-PU-A-35	1	\$2,500.00
26 3615-PU-A-36	1	\$2,500.00
26 3615-PU-A-37	1	\$2,500.00
26 3615-PU-A-38	1	\$2,500.00
26 3615-PU-A-39	1	\$2,500.00
26 3615-PU-A-40	1	\$2,500.00
26 3615-PU-A-41	1	\$2,500.00
26 3615-PU-A-42	1	\$2,500.00
26 3615-PU-A-43	1	\$2,500.00
26 3615-PU-A-44	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3615-PU-A-45	1	\$2,500.00
26 3615-PU-A-46	1	\$2,500.00
26 3615-PU-A-47	1	\$2,500.00
26 3615-PU-A-48	1	\$2,500.00
26 3615-PU-B-1	1	\$2,500.00
26 3615-PU-B-2	1	\$2,500.00
26 3615-PU-B-3	1	\$2,500.00
26 3615-PU-B-4	1	\$2,500.00
26 3615-PU-B-5	1	\$2,500.00
26 3615-PU-B-6	1	\$2,500.00
26 3615-PU-B-7	1	\$2,500.00
26 3615-PU-B-8	1	\$2,500.00
26 3615-PU-B-9	1	\$2,500.00
26 3615-PU-B-10	1	\$2,500.00
26 3615-PU-B-11	1	\$2,500.00
26 3615-PU-B-12	1	\$2,500.00
26 3615-PU-B-13	1	\$2,500.00
26 3615-PU-B-14	1	\$2,500.00
26 3615-PU-B-15	1	\$2,500.00
26 3615-PU-B-16	1	\$2,500.00
26 3615-PU-B-17	1	\$2,500.00
26 3615-PU-B-18	1	\$2,500.00
26 3615-PU-B-19	1	\$2,500.00
26 3615-PU-B-20	1	\$2,500.00
26 3615-PU-B-21	1	\$2,500.00
26 3615-PU-B-22	1	\$2,500.00
26 3615-PU-B-23	1	\$2,500.00
26 3615-PU-B-24	1	\$2,500.00
26 3615-PU-B-25	1	\$2,500.00
26 3615-PU-B-26	1	\$2,500.00
26 3615-PU-C-1	1	\$2,500.00
26 3615-PU-C-2	1	\$2,500.00
26 3615-PU-C-3	1	\$2,500.00
26 3615-PU-C-4	1	\$2,500.00
26 3615-PU-C-5	1	\$2,500.00
26 3615-PU-C-6	1	\$2,500.00
26 3615-PU-C-7	1	\$2,500.00
26 3615-PU-C-8	1	\$2,500.00
26 3615-PU-C-9	1	\$2,500.00
26 3615-PU-C-10	1	\$2,500.00
26 3614-PU-C-11	1	\$2,500.00
26 3614-PU-C-12	1	\$2,500.00
26 3614-PU-C-13	1	\$2,500.00
26 3614-PU-C-14	1	\$2,500.00
26 3614-PU-C-15	1	\$2,500.00
26 3614-PU-C-16	1	\$2,500.00
26 3614-PU-C-17	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3614-PU-C-18	1	\$2,500.00
26 3614-PU-C-19	1	\$2,500.00
26 3614-PU-C-20	1	\$2,500.00
26 3614-PU-C-21	1	\$2,500.00
26 3614-PU-C-22	1	\$2,500.00
26 3614-PU-C-23	1	\$2,500.00
26 3614-PU-C-24	1	\$2,500.00
26 3614-PU-C-25	1	\$2,500.00
26 3614-PU-C-26	1	\$2,500.00
26 3614-PU-C-27	1	\$2,500.00
26 3614-PU-C-28	1	\$2,500.00
26 3614-PU-C-29	1	\$2,500.00
26 3614-PU-C-30	1	\$2,500.00
26 3614-PU-C-31	1	\$2,500.00
26 3614-PU-C-32	1	\$2,500.00
26 3614-PU-C-33	1	\$2,500.00
26 3614-PU-C-34	1	\$2,500.00
26 3614-PU-C-35	1	\$2,500.00
26 3614-PU-C-36	1	\$2,500.00
26 3614-PU-C-37	1	\$2,500.00
26 3614-PU-C-38	1	\$2,500.00
26 3614-PU-C-39	1	\$2,500.00
26 3614-PU-C-40	1	\$2,500.00
26 3614-PU-C-41	1	\$2,500.00
26 3614-PU-C-42	1	\$2,500.00
26 3614-PU-C-43	1	\$2,500.00
26 3614-PU-D-1	1	\$2,500.00
26 3614-PU-D-2	1	\$2,500.00
26 3614-PU-D-3	1	\$2,500.00
26 3614-PU-D-4	1	\$2,500.00
26 3614-PU-D-5	1	\$2,500.00
26 3614-PU-D-6	1	\$2,500.00
26 3614-PU-D-7	1	\$2,500.00
26 3614-PU-D-8	1	\$2,500.00
26 3614-PU-D-9	1	\$2,500.00
26 3614-PU-D-10	1	\$2,500.00
26 3614-PU-D-11	1	\$2,500.00
26 3614-PU-D-12	1	\$2,500.00
26 3614-PU-D-13	1	\$2,500.00
26 3614-PU-D-14	1	\$2,500.00
26 3614-PU-D-15	1	\$2,500.00
26 3614-PU-D-16	1	\$2,500.00
26 3614-PU-D-17	1	\$2,500.00
26 3614-PU-D-18	1	\$2,500.00
26 3614-PU-D-19	1	\$2,500.00
26 3614-PU-D-20	1	\$2,500.00
26 3614-PU-D-21	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3614-PU-D-22	1	\$2,500.00
26 3614-PU-D-23	1	\$2,500.00
26 3614-PU-D-24	1	\$2,500.00
26 3614-PU-D-25	1	\$2,500.00
26 3614-PU-D-26	1	\$2,500.00
26 3614-PU-D-27	1	\$2,500.00
26 3614-PU-D-28	1	\$2,500.00
26 3614-PU-D-29	1	\$2,500.00
26 3614-PU-D-30	1	\$2,500.00
26 3614-PU-D-31	1	\$2,500.00
26 3614-PU-D-32	1	\$2,500.00
26 3614-PU-D-33	1	\$2,500.00
26 3614-PU-D-34	1	\$2,500.00
26 3614-PU-D-35	1	\$2,500.00
26 3614-PU-D-36	1	\$2,500.00
26 3614-PU-D-37	1	\$2,500.00
26 3614-PU-D-38	1	\$2,500.00
26 3614-PU-D-39	1	\$2,500.00
26 3614-PU-D-40	1	\$2,500.00
26 3614-PU-D-41	1	\$2,500.00
26 3614-PU-D-42	1	\$2,500.00
26 3614-PU-E-1	1	\$2,500.00
26 3614-PU-E-2	1	\$2,500.00
26 3614-PU-E-3	1	\$2,500.00
26 3614-PU-E-4	1	\$2,500.00
26 3614-PU-E-5	1	\$2,500.00
26 3614-PU-E-6	1	\$2,500.00
26 3614-PU-E-7	1	\$2,500.00
26 3614-PU-E-8	1	\$2,500.00
26 3614-PU-E-9	1	\$2,500.00
26 3614-PU-E-10	1	\$2,500.00
26 3614-PU-E-11	1	\$2,500.00
26 3614-PU-E-12	1	\$2,500.00
26 3614-PU-E-13	1	\$2,500.00
26 3614-PU-E-14	1	\$2,500.00
26 3614-PU-E-15	1	\$2,500.00
26 3614-PU-E-16	1	\$2,500.00
26 3614-PU-E-17	1	\$2,500.00
26 3614-PU-E-18	1	\$2,500.00
26 3614-PU-E-19	1	\$2,500.00
26 3614-PU-E-20	1	\$2,500.00
26 3614-PU-E-21	1	\$2,500.00
26 3614-PU-E-22	1	\$2,500.00
26 3614-PU-E-23	1	\$2,500.00
26 3614-PU-E-24	1	\$2,500.00
26 3614-PU-E-25	1	\$2,500.00
26 3614-PU-E-26	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3614-PU-G-1	1	\$2,500.00
26 3614-PU-G-2	1	\$2,500.00
26 3614-PU-G-3	1	\$2,500.00
26 3614-PU-G-4	1	\$2,500.00
26 3614-PU-G-5	1	\$2,500.00
26 3615-PU-G-16	1	\$2,500.00
26 3615-PU-G-7	1	\$2,500.00
26 3615-PU-G-8	1	\$2,500.00
26 3615-PU-G-9	1	\$2,500.00
26 3615-PU-G-10	1	\$2,500.00
26 3615-PU-G-11	1	\$2,500.00
26 3615-PU-G-12	1	\$2,500.00
26 3615-PU-G-13	1	\$2,500.00
26 3615-PU-G-14	1	\$2,500.00
26 3615-PU-G-15	1	\$2,500.00
26 3615-PU-G-6	1	\$2,500.00
26 3615-PU-G-17	1	\$2,500.00
26 3615-PU-G-18	1	\$2,500.00
26 3615-PU-G-19	1	\$2,500.00
26 3615-PU-G-20	1	\$2,500.00
26 3615-PU-G-21	1	\$2,500.00
26 3615-PU-G-22	1	\$2,500.00
26 3615-PU-G-23	1	\$2,500.00
26 3615-PU-G-24	1	\$2,500.00
26 3615-PU-G-25	1	\$2,500.00
26 3615-PU-G-26	1	\$2,500.00
26 3615-PU-G-27	1	\$2,500.00
26 3615-PU-G-28	1	\$2,500.00
26 3615-PU-G-29	1	\$2,500.00
26 3615-PU-G-30	1	\$2,500.00
26 3615-PU-G-31	1	\$2,500.00
26 3615-PU-G-32	1	\$2,500.00
26 3615-PU-G-33	1	\$2,500.00
26 3615-PU-G-34	1	\$2,500.00
26 3615-PU-G-35	1	\$2,500.00
26 3615-PU-G-36	1	\$2,500.00
26 3615-PU-G-37	1	\$2,500.00
26 3615-PU-G-38	1	\$2,500.00
26 3615-PU-G-39	1	\$2,500.00
26 3615-PU-G-40	1	\$2,500.00
26 3615-PU-G-41	1	\$2,500.00
26 3615-PU-G-42	1	\$2,500.00
26 3615-PU-G-43	1	\$2,500.00
26 3615-PU-G-44	1	\$2,500.00
26 3615-PU-G-45	1	\$2,500.00
26 3615-PU-G-46	1	\$2,500.00
26 3615-PU-G-47	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3615-PU-G-48	1	\$2,500.00
26 3615-PU-G-49	1	\$2,500.00
26 3615-PU-G-50	1	\$2,500.00
26 3615-PU-G-51	1	\$2,500.00
26 3615-PU-G-52	1	\$2,500.00
26 3615-PU-G-53	1	\$2,500.00
26 3615-PU-G-54	1	\$2,500.00
26 3615-PU-G-55	1	\$2,500.00
26 3615-PU-G-56	1	\$2,500.00
26 3615-PU-G-57	1	\$2,500.00
26 3615-PU-G-58	1	\$2,500.00
26 3615-PU-G-59	1	\$2,500.00
26 3614-PU-G-60	1	\$2,500.00
26 3614-PU-G-61	1	\$2,500.00
26 3614-PU-G-62	1	\$2,500.00
26 3614-PU-G-63	1	\$2,500.00
26 3614-PU-G-64	1	\$2,500.00
26 3614-PU-H-1	1	\$2,500.00
26 3614-PU-H-2	1	\$2,500.00
26 3614-PU-H-3	1	\$2,500.00
26 3614-PU-H-4	1	\$2,500.00
26 3614-PU-H-5	1	\$2,500.00
26 3614-PU-H-6	1	\$2,500.00
26 3614-PU-H-7	1	\$2,500.00
26 3614-PU-H-8	1	\$2,500.00
26 3614-PU-H-9	1	\$2,500.00
26 3614-PU-H-10	1	\$2,500.00
26 3614-PU-H-11	1	\$2,500.00
26 3614-PU-H-12	1	\$2,500.00
26 3614-PU-H-13	1	\$2,500.00
26 3614-PU-H-14	1	\$2,500.00
26 3614-PU-H-15	1	\$2,500.00
26 3614-PU-H-16	1	\$2,500.00
26 3614-PU-H-17	1	\$2,500.00
26 3614-PU-H-18	1	\$2,500.00
26 3614-PU-H-19	1	\$2,500.00
26 3614-PU-H-20	1	\$2,500.00
26 3614-PU-H-21	1	\$2,500.00
26 3614-PU-H-22	1	\$2,500.00
26 3614-PU-H-23	1	\$2,500.00
26 3614-PU-H-24	1	\$2,500.00
26 3614-PU-H-25	1	\$2,500.00
26 3614-PU-H-26	1	\$2,500.00
26 3614-PU-H-27	1	\$2,500.00
26 3614-PU-H-28	1	\$2,500.00
26 3614-PU-H-29	1	\$2,500.00
26 3614-PU-H-30	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3614-PU-H-31	1	\$2,500.00
26 3614-PU-H-32	1	\$2,500.00
26 3614-PU-I-1	1	\$2,500.00
26 3614-PU-I-2	1	\$2,500.00
26 3614-PU-I-3	1	\$2,500.00
26 3614-PU-I-4	1	\$2,500.00
26 3614-PU-I-5	1	\$2,500.00
26 3614-PU-I-6	1	\$2,500.00
26 3614-PU-I-7	1	\$2,500.00
26 3614-PU-I-8	1	\$2,500.00
26 3614-PU-J-1	1	\$2,500.00
26 3614-PU-J-2	1	\$2,500.00
26 3614-PU-J-3	1	\$2,500.00
26 3614-PU-J-4	1	\$2,500.00
26 3615-PU-J-5	1	\$2,500.00
26 3615-PU-J-6	1	\$2,500.00
26 3615-PU-J-7	1	\$2,500.00
26 3615-PU-J-8	1	\$2,500.00
26 3615-PU-J-9	1	\$2,500.00
26 3615-PU-J-10	1	\$2,500.00
26 3615-PU-J-11	1	\$2,500.00
26 3615-PU-J-12	1	\$2,500.00
26 3615-PU-J-13	1	\$2,500.00
26 3615-PU-J-14	1	\$2,500.00
26 3615-PU-J-15	1	\$2,500.00
26 3615-PU-*-G1	Golf	\$879.27
26 3614-PU-*-G2	Golf	\$5,767.49
26 3614-PU-*-G3	Golf	\$2,107.69
26 3615-PU-*-G4	Golf	\$1,462.90
26 3622-PU-*-G6	Golf	\$3,728.61
26 3622-PU-*-G7	Golf	\$11,552.82
26 3615-PU-*-K	Golf	\$1,029.64
26 3623-RO-K-1	1	\$2,500.00
26 3623-RO-K-2	1	\$2,500.00
26 3623-RO-K-3	1	\$2,500.00
26 3623-RO-K-4	1	\$2,500.00
26 3623-RO-K-5	1	\$2,500.00
26 3623-RO-K-6	1	\$2,500.00
26 3623-RO-K-7	1	\$2,500.00
26 3623-RO-K-8	1	\$2,500.00
26 3623-RO-K-9	1	\$2,500.00
26 3623-RO-K-10	1	\$2,500.00
26 3623-RO-K-11	1	\$2,500.00
26 3623-RO-K-12	1	\$2,500.00
26 3623-RO-K-13	1	\$2,500.00
26 3623-RO-K-14	1	\$2,500.00
26 3623-RO-K-15	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3623-RO-K-16	1	\$2,500.00
26 3623-RO-K-17	1	\$2,500.00
26 3623-RO-K-18	1	\$2,500.00
26 3623-RO-K-22	1	\$2,500.00
26 3623-RO-K-23	1	\$2,500.00
26 3623-RO-K-24	1	\$2,500.00
26 3623-RO-K-25	1	\$2,500.00
26 3623-RO-K-26	1	\$2,500.00
26 3623-RO-K-27	1	\$2,500.00
26 3623-RO-K-28	1	\$2,500.00
26 3623-RO-K-29	1	\$2,500.00
26 3623-RO-K-30	1	\$2,500.00
26 3623-RO-K-31	1	\$2,500.00
26 3623-RO-K-32	1	\$2,500.00
26 3623-RO-K-33	1	\$2,500.00
26 3623-RO-K-34	1	\$2,500.00
26 3623-RO-K-35	1	\$2,500.00
26 3623-RO-K-36	1	\$2,500.00
26 3623-RO-K-37	1	\$2,500.00
26 3623-26-K-19	1	\$2,500.00
26 3623-26-K-20	1	\$2,500.00
26 3623-26-K-21	1	\$2,500.00
26 3614-RW-I-9	1	\$2,500.00
26 3614-RW-I-10	1	\$2,500.00
26 3614-RW-I-11	1	\$2,500.00
26 3614-RW-I-12	1	\$2,500.00
26 3614-RW-I-13	1	\$2,500.00
26 3614-RW-I-14	1	\$2,500.00
26 3614-RW-I-15	1	\$2,500.00
26 3614-RW-J-16	1	\$2,500.00
26 3614-RW-J-17	1	\$2,500.00
26 3614-RW-J-18	1	\$2,500.00
26 3623-RW-I-16	1	\$2,500.00
26 3623-RW-I-17	1	\$2,500.00
26 3623-RW-I-18	1	\$2,500.00
26 3623-RW-I-19	1	\$2,500.00
26 3623-RW-I-20	1	\$2,500.00
26 3623-RW-I-21	1	\$2,500.00
26 3623-RW-I-22	1	\$2,500.00
26 3623-RW-I-23	1	\$2,500.00
26 3623-RW-I-24	1	\$2,500.00
26 3623-RW-I-25	1	\$2,500.00
26 3623-RW-J-19	1	\$2,500.00
26 3623-RW-J-20	1	\$2,500.00
26 3623-RW-J-21	1	\$2,500.00
26 3623-RW-J-22	1	\$2,500.00
26 3623-RW-J-23	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3623-RW-J-24	1	\$2,500.00
26 3622-SA-L-2	1	\$2,500.00
26 3622-SA-L-3	1	\$2,500.00
26 3622-SA-L-4	1	\$2,500.00
26 3622-SA-L-5	1	\$2,500.00
26 3622-SA-L-6	1	\$2,500.00
26 3622-SA-L-7	1	\$2,500.00
26 3622-SA-L-8	1	\$2,500.00
26 3622-SA-L-9	1	\$2,500.00
26 3622-SA-L-10	1	\$2,500.00
26 3622-SA-L-11	1	\$2,500.00
26 3622-SA-L-12	1	\$2,500.00
26 3622-SA-L-13	1	\$2,500.00
26 3622-SA-L-14	1	\$2,500.00
26 3622-SA-L-15	1	\$2,500.00
26 3622-SA-L-16	1	\$2,500.00
26 3622-SA-L-17	1	\$2,500.00
26 3622-SA-L-18	1	\$2,500.00
26 3622-SA-M-1	1	\$2,500.00
26 3622-SA-M-2	1	\$2,500.00
26 3622-SA-M-3	1	\$2,500.00
26 3622-SA-M-4	1	\$2,500.00
26 3622-SA-M-5	1	\$2,500.00
26 3622-SA-M-6	1	\$2,500.00
26 3622-SA-M-7	1	\$2,500.00
26 3622-SA-M-8	1	\$2,500.00
26 3622-SA-M-9	1	\$2,500.00
26 3622-SA-M-10	1	\$2,500.00
26 3622-SA-M-11	1	\$2,500.00
26 3622-SA-M-12	1	\$2,500.00
26 3623-SA-L-1	1	\$2,500.00
26 3622-SK-N-1	1	\$2,500.00
26 3622-SK-N-2	1	\$2,500.00
26 3622-SK-N-3	1	\$2,500.00
26 3622-SK-N-4	1	\$2,500.00
26 3622-SK-N-5	1	\$2,500.00
26 3622-SK-N-9	1	\$2,500.00
26 3622-SK-N-10	1	\$2,500.00
26 3622-SK-N-11	1	\$2,500.00
26 3622-SK-N-27	1	\$2,500.00
26 3622-SK-N-28	1	\$2,500.00
26 3622-SK-N-29	1	\$2,500.00
26 3622-SK-N-30	1	\$2,500.00
26 3622-SK-N-31	1	\$2,500.00
26 3622-SK-N-32	1	\$2,500.00
26 3622-SK-N-33	1	\$2,500.00
26 3622-SK-N-34	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3622-SK-N-35	1	\$2,500.00
26 3622-SK-N-36	1	\$2,500.00
26 3622-SK-N-37	1	\$2,500.00
26 3622-SK-N-38	1	\$2,500.00
26 3622-SK-O-1	1	\$2,500.00
26 3622-SK-O-2	1	\$2,500.00
26 3622-SK-O-3	1	\$2,500.00
26 3622-SK-O-4	1	\$2,500.00
26 3622-SK-O-5	1	\$2,500.00
26 3622-SK-O-6	1	\$2,500.00
26 3622-SK-O-7	1	\$2,500.00
26 3622-SK-O-8	1	\$2,500.00
26 3622-SK-O-9	1	\$2,500.00
26 3622-SK-O-10	1	\$2,500.00
26 3622-SK-O-11	1	\$2,500.00
26 3622-SK-O-12	1	\$2,500.00
26 3622-SK-O-13	1	\$2,500.00
26 3622-SK-O-14	1	\$2,500.00
26 3622-SK-O-15	1	\$2,500.00
26 3622-SK-O-16	1	\$2,500.00
26 3622-SK-O-17	1	\$2,500.00
26 3622-SK-O-18	1	\$2,500.00
26 3622-SK-O-19	1	\$2,500.00
26 3622-SK-O-20	1	\$2,500.00
26 3622-SK-O-21	1	\$2,500.00
26 3622-SK-O-22	1	\$2,500.00
26 3622-SK-O-23	1	\$2,500.00
26 3622-SK-O-24	1	\$2,500.00
26 3622-SK-O-25	1	\$2,500.00
26 3622-SK-O-26	1	\$2,500.00
26 3623-SK-N-6	1	\$2,500.00
26 3623-SK-N-7	1	\$2,500.00
26 3623-SK-N-8	1	\$2,500.00
26 3623-SK-N-12	1	\$2,500.00
26 3623-SK-N-13	1	\$2,500.00
26 3623-SK-N-14	1	\$2,500.00
26 3623-SK-N-15	1	\$2,500.00
26 3623-SK-N-16	1	\$2,500.00
26 3623-SK-N-17	1	\$2,500.00
26 3623-SK-N-18	1	\$2,500.00
26 3623-SK-N-19	1	\$2,500.00
26 3623-SK-N-20	1	\$2,500.00
26 3623-SK-N-21	1	\$2,500.00
26 3623-SK-N-22	1	\$2,500.00
26 3623-SK-N-23	1	\$2,500.00
26 3623-SK-N-24	1	\$2,500.00
26 3623-SK-N-25	1	\$2,500.00

ParcelID	Units	FY 25 O&M
26 3623-SK-N-26	1	\$2,500.00
Total Gross Assessments	461	\$1,179,028.42
Total Net Assessments		\$1,108,286.71

SECTION B

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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

ATTEST:

**BAYTREE COMMUNITY DEVELOPMENT
DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice Chair

Exhibit A: Performance Measures/Standards and Annual Reporting



Memorandum

To: Board of Supervisors

From: District Management

Date: August 7, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Baytree Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Baytree Community Development District

District Manager: _____

Date: _____

Print Name: _____

Baytree Community Development District

SECTION C

FIRST AMENDMENT TO SERVICES AGREEMENT

(Holiday Landscape Lighting)

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (the “First Amendment”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between:

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

MERRY & BRIGHT, LLC, a Florida limited liability company, whose principal address is 5487 Indigo Crossing Drive, Rockledge, Florida 32955 (hereinafter “Contractor”).

Recitals:

WHEREAS, the District is responsible for certain landscaping improvements and facilities located on District properties; and

WHEREAS, the District has utilized Contractor under a contractual arrangement to improve the landscaping and streetscaping during the holiday seasons with holiday lighting and displays and entered into such contractual arrangement with Contractor to provide such services for those certain lands and areas within the boundaries of the District, said Services Agreement being between the parties and dated March 31, 2022 (the “Agreement”);

WHEREAS, the District Board of Supervisors authorized the proper officials of the District to enter into this First Amendment to extend the term and to replace and update the scope of work set forth in the Agreement with that which is set forth in the Contractor’s updated proposal, dated September 13, 2019, attached hereto and made a part hereof as Exhibit A-1, (the “Revised Scope of Work”); and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the Additional Work set forth in the Proposal, and has agreed to provide such services to the District upon the terms and conditions set forth herein.

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 stated herein are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

Section 2. Scope of Work. The Scope of Work under the Agreement is supplemented, revised, amended, and replaced to include the Revised Scope of Work attached hereto and incorporated herein as Exhibit A-1.

Section 3. Section 3 of the Agreement is hereby replaced with the following:

Section 3. Compensation. District shall pay to the Contractor the annual amounts set forth below, minus deductions for work/services removed from the Scope of Work for a particular year, due on the stated days and upon completion of the Scope of Work on an annual basis:

Contract Year	Annual Amount	Payable to Contractor
2024-25	\$16,092.00*	50% by October 15, 2024, 35% when all lighting subject to the Scope of Work is in working order, and 15% Retainage upon the removal of all materials prior to the Removal Date ^
2025-26	\$17,122.00*	50% by October 15, 2025, 35% when all lighting subject to the Scope of Work is in working order, and 15% Retainage upon the removal of all materials prior to the Removal Date ^
2026-27	\$17,122.00*	50% by October 15, 2026, 35% when all lighting subject to the Scope of Work is in working order, and 15% Retainage upon the removal of all materials prior to the Removal Date ^
2027-28	\$17,122.00*	50% by October 15, 2027, 35% when all lighting subject to the Scope of Work is in working order, and 15% Retainage upon the removal of all materials prior to the Removal Date ^

* unless program otherwise modified or reduced pursuant to Section 15 of this Agreement.
 ^ final payment is conditioned on all installations, lighting, equipment, and decorations having been removed from Contractor; Retainage of 15% may be drawn upon by District for failure of Contractor to removal materials by the Removal Date (see Section 2.e of this Agreement).

Contractor shall provide the District with an invoice by September 30th (by April 1, 2022 for the first year of the Agreement) of each year and an invoice upon completion of the Scope of Work for a particular year. All invoices are due and payable upon receipt. Provided Contractor has otherwise complied with all other terms of this Agreement, charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month. District, as a local government entity, is exempt from sales tax on this transaction.

Section 4. Section 10 of the Agreement, entitled “Term” is hereby amended to extend the term of the Agreement for three additional years through the 2027-2028 Holiday season as depicted in Section 3 of this First Amendment.

Section 5. In all other respects the Agreement, dated March 31, 2022, and all amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this First Amendment to Services Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman, Board of Supervisors

_____ day of _____, 2024

Witnesses:

HOLIDAY LIGHTSCAPES INC., a Florida corporation

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

(CORPORATE SEAL)

_____ day of _____, 2024

Exhibit A-1
Revised Scope of Work



George Stoll
321-210-5066
George@makingseasonsbright.com

Baytree Community Development District
C/O Rick Brown
Melbourne , Fl. 32940

Proposal

Merry & Bright will install, maintain, and take down all lights and decorations. Decorations will be installed before Thanksgiving, most likely in October to be turned on when client is ready. Then taken down by the end of January. Mini lights will be new coax waterproof connecting cables. Merry and Bright will replace light sets that malfunction, don't work, or wear out. Baytree will be responsible to pay for cut lines from groundskeepers, vandalism, or animals that chew through wires. All lights will be warm white color. 50% deposit to secure installation, remainder due at installation. This is a 3 year lease agreement.

Area 1- Front Entrance

- Signage or monuments on each side. LED garland extended full-length and two bows on each side.
- 2 monuments at entrance with LED garland and two bows each
- 5 large palm tree wraps
- One gaurd house at entrance with C-9 LED lights.

\$2,000

Area 2-Monument signs in the community

- 15 monument signs with LED wreath (36")
- 15 monument signs with C-9 LED lights on top ledge

\$1,600

Area 3-Main entrance Oak Trees in center median

- 5 large oak trees wrapped in LED mini lights
- 40 light drop tubes randomly staggered throughout branches (20-12", 20-24" tubes)

\$4,700

Area 4-Sylvester Palms on exit side

- 5 Sylvester palms on side drive spiral wrapped in LED minis

\$900

Area 5-Oak trees at entrance and Additional Icicles

- 2 large oak trees at entrance spiral wrapped with LED minis
 - 60 light drop tubes for 2 trees at entrance randomly staggered in branches

 - 80 additional light drop tubes for 5 trees in area
- \$6,250
- Total \$15,450**

There will be a 5% discount with a 3 year contract with Discount \$14,678

ADDS

- Add 8 trees in front entrance with colored LED mini lights in frowns of trees
- \$642
- Total of 5 areas plus 8 trees in Adds \$15,320**

~~This agreement is between Baytree Community Development District (BCDD) and Merry & Bright LLC. It will cover years 2022 through 2024 inclusively, or a period of 3 years. Install will begin in October of each year and take down in the month of January. A 50% deposit of the first year is required by April 15th, 2022. The remainder is due upon completion of installation each year. In the event that Baytree Community Development District cancels the contract before the end of the 3 year period, there will be a 40% payment of 1 years contract that will be paid to Merry & Bright LLC.~~

George Stoll Merry & Bright LLC	Date	Baytree Community Development District	Date
------------------------------------	------	---	------

Proposal for updated contract for 2025-2027 Inclusively.

Proposal for adding two oak trees at the entrance of Baytree and on the east of entrance drive and on the cross street connecting with Space Coast Credit Union. This would be added in 2024 holiday season.

Oak Trees	\$1600 each	\$3200
-----------	-------------	--------

For the seasons of 2025-2027 we will keep all the parameters the same including decorations and timing. The proposed increase cost will be 12% and remaining static for the 3 year contract. Merry & Bright will be responsible for product failure replacement. Baytree is responsible for replacement for theft, acts of vandalism, and acts of nature.

Contract 2022-2024	\$16,092
--------------------	----------

12% price adjustment for 2025-2027	<u>\$ 1,931</u>
	\$18,023
5% discount for 3 year contract	\$ 901
TOTAL for 2025-2027	\$17,122

SECTION D

SECTION i

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

This Second Amendment to the Agreement for Aquatic Management Services (the “Amendment” is made and entered into as of the 1st day of October, 2024 (the “Effective Date”), by and between:

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

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

RECITALS

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

WHEREAS, the District requires aquatic maintenance services, natural area mitigation maintenance services, and certain pest control services within the District; and

WHEREAS, on October 1, 2022, the District and Contractor entered into the Aquatic Management Services Agreement with an effective date of October 1, 2022, as amended by the First Amendment to the Agreement for Aquatic Management Services, dated October 1, 2023 (collectively, the “Agreement”), which Agreement is incorporated herein by reference; and

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

WHEREAS, pursuant to Section 5 of the Agreement, “Term”, the parties desire to further extend the term of the Agreement for a second period of one (1) year (through September 30, 2025) in accordance with the revised Attachment A and revised Attachment B proposed by the Contractor, each of which are attached hereto and made a part hereof as Exhibit A-2 and Exhibit B-2, respectively ; and

WHEREAS, the Contractor has proposed an increase to the rates in Section 3, “Compensation” of the Agreement starting October 1, 2024, and adjusting the rates due to the corrected surface area for Lake 21; and

WHEREAS, the District and the Contractor further desire to add certain services related to pest control and treatment of the Guardhouse and Pool House/Bathrooms to the scope of services provided under the Agreement, which additional services are more fully described in Exhibit C-2, attached hereto and made a part hereof; and

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

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

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

Section 2. Section 2 of the Agreement, entitled “DUTIES” is hereby amended to (a) replace Exhibit A-1 with Exhibit A-2, (b) replace Exhibit B-1 with Exhibit B-2, and (c) add Exhibit C-2.

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

Service	Monthly	Annually
Aquatics Management	\$3,135 <u>\$3,395</u>	\$37,620 <u>\$40,740</u>
Natural Areas Maintenance	\$470 <u>\$510</u>	\$5,640 <u>\$6,120</u>
Total	\$3,605 <u>\$3,905</u>	\$43,260 <u>\$46,860</u>
Service	Quarterly	Annually
Pest Control*	\$90	\$360

* The District and Contractor agree that any any all prior agreements or proposals for pest control services shall be deemed canceled, terminated, and of no further legal effect as of October 1, 2024.

Section 4. Section 5 of the Agreement is hereby amended to extend the term of the Agreement for one (1) additional year so as to run from October 1, 2024 to September 30, 2025, which extension term shall be the final year of the Agreement.

Section 5. Except as set forth in this Amendment, all other terms of the original Agreement, as amended, are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jeremy Lebrun, Assistant Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2024

ATTEST:

ECOR INDUSTRIES, INC., a
Florida corporation

Print Name: _____

Print Name: _____
Title: _____

Date: _____, 2024

- Exhibit A-2 – Attachment A, Aquatic Services Scope of Work**
- Exhibit B-2 – Attachment B, Natural Areas Service Scope of Work**
- Exhibit C-2 – Pest Control Service Agreement Scope of Work**



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

ATTACHMENT A

AQUATIC SERVICE SCOPE OF WORK

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

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

One Year: 10/01/24 – 09/30/25
Monthly Thereafter

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

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

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

Optional Services – Quoted As Needed:

- ◆ Triploid Grass Carp - \$15 per fish
- ◆ Mechanical vegetation removal and disposal - \$70 per man hour
- ◆ Dead fish or trash removal and disposal - \$70 per man hour

Service Fees:

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

Monthly Fees \$3,395

AQUATIC SERVICE ADDENDUM

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

Exhibit B-2



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

ATTACHMENT B NATURAL AREAS SERVICE SCOPE OF WORK

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

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

One Year: 10/01/24 - 9/30/25
Monthly Thereafter

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

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

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

Optional Services – Quoted As Needed:

- ◆ Mechanical vegetation removal and disposal
- ◆ Plant installation

Service Fees:

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

Every Other Month Service Fee \$1,020

Exhibit C-2



PEST CONTROL SERVICE AGREEMENT

This Agreement made by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Baytree Community Development District
C/O GMS
6200 Lee Vista Blvd Suite 300
Orlando, FL 32822

One Year: 10/1/24 to 9/30/25
Monthly Thereafter

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

1. **ECOR** agrees to provide every other month pest control services to the Guardhouse and Pool House/Bathrooms in accordance with the terms and conditions of this agreement at **Baytree of Melbourne**.

2. The **ECOR** program provides quarterly services with a re-treatment guarantee for control of the following:

- ◆ Roaches
- ◆ Ants
- ◆ Spiders
- ◆ Earwigs

ECOR is not licensed in the category of Wood Destroying Organisms. Coverage and control of Wood Destroying Organisms is not included with this agreement.

3. **Optional Services** – Not included as part of the regular service program. These treatments can be substituted for regular services or quoted as an add-on service as needed.

- ◆ Fleas
- ◆ Ticks
- ◆ Rodents

4. **Customer** agrees to pay **ECOR** in the following manner and amount:

Quarterly Pest Control Service Fee - \$90

An invoice for the service will be mailed upon completion of the service. Payment will be due upon receipt of the invoice. Invoices not paid within 30 days of the invoiced month's service will be subject to a late fee of 1.5% per month. All work is guaranteed to be as specified and will be completed according to best management practices. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.

Michael A. Garoust II July 22, 2024
ECOR Industries, Inc. Date

Customer Signature Date

SECTION ii

FOURTH AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES

This Fourth Amendment to the Agreement for Security Services (the “Amendment”) is made and entered into as of the 1st day of October, 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 E. Livingston St., Orlando, FL 32801, (“District”), and

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

RECITALS

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

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

WHEREAS, the District and Contractor entered into the Agreement for Security Services, dated October 1, 2021, as amended by the First Amendment to Agreement for Security Services, dated April 4, 2022, the Second Amendment to Agreement for Security Services, dated October 1, 2022, and the Third Amendment to Agreement for Security Services, dated October 1, 2023 (collectively, the “Agreement”); and

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

WHEREAS, the parties desire to extend the term of this Agreement for an additional year through September 30, 2025; and

WHEREAS, the parties have agreed to a pricing schedule adjustment in accordance with the Proposed 2024 Increase Documentation attached hereto and made a part hereof as Exhibit A-4 (the “2024 Pricing Adjustment Schedule”), which 2024 Pricing Adjustment Schedule will become effective starting October 1, 2024; and

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

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

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

Section 2. The Term of the Agreement, as set forth in Section 1 of the Agreement is hereby extended by the mutual agreement of the parties to the Agreement for an additional year through September 30, 2025.

Section 3. Section 4 of the Agreement, entitled "Fees" is hereby amended in accordance with the 2024 Pricing Adjustment Schedule, effective October 1, 2024.

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

Section 5. Upon execution by both parties, this Amendment shall be effective retroactively to October 1, 2024.

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

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Jeremy LeBrun, Secretary

G. Melvin Mills, Chairman
Board of Supervisors

Date: _____, 2024

WITNESSES:

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

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____, 2024



PROPOSED 2024 INCREASE DOCUMENTATION
BAYTREE COMMUNITY DEVELOPMENT DISTRICT
Proposed Effective Date: 10/1/24

Position	Wage Proposed	Proposed Billing Rate	New OT/Hol Billing Rate	Wage Current	Current Billing Rate	Current OT/Hol Billing Rate
Site Supervisor 40 hpw	20.73	26.28	39.42	20.23	25.56	38.34
Gate Officer 128 hpw	17.00	26.28	39.42	16.50	25.56	38.34

BAYTREE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL NUMBER 2018-100 SECURITY SERVICES

Pricing Form

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

- Current: \$ 25.56 per hour composite straight time billing rate
- Proposed: \$ 26.28 per hour composite straight time billing rate
- Current: \$ 38.34 per hour composite holiday billing rate
- Proposed: \$ 39.42 per hour composite holiday billing rate
- Current: \$ 25.56 per hour composite for any additional coverage requests
- Proposed: \$ 26.28 per hour composite for any additional coverage requests

- Current: \$ 225,132.48 Annual Cost (includes upcharge for 6 annual holidays)
- Proposed: \$ 231,474.24 Annual Cost (includes upcharge for 6 annual holidays)

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

SECTION iii

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

This Third Amendment to the Services Agreement (the “Third Amendment”) is made and entered into as of the 1st day of October, 2024 (the Effective Date”), by and between:

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

and

OFFICE CLEANERS, LLC, a Florida limited liability company and independent franchised business of **COVERALL NORTH AMERICA, INC.**, a Delaware corporation authorized to do business in the State of Florida, whose address is 549 Hillsdale avenue, Palm Bay, Florida 32907 (hereinafter “Contractor”).

RECITALS

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

WHEREAS, the District currently contracts for janitorial maintenance/cleaning services within the District; and

WHEREAS, on February 7, 2018, the District entered into the Services Agreement with 4444 International, Inc., a Florida corporation, as amended by and acquired by merger with Contractor pursuant to the First Amendment to Services Agreement, dated September 26, 2018, and as further amended by the Second Amendment to Services Agreement, dated October 4, 2023 (collectively, the “Agreement”); and

WHEREAS, the Contractor and the District desire to extend the term of the Agreement an additional year through September 30, 2025 with no change in compensation; and

WHEREAS, each of the parties hereto has the authority to execute this Third Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions

precedent to the execution of this Third Amendment so that this Third Amendment constitutes a legal and binding obligation of each party hereto.

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

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

SECTION 2. Section 9 of the Agreement, entitled “Term” is hereby amended to extend the term of the Agreement for an additional year through September 30, 2025. Thereafter, the Agreement shall automatically be extended on an annual basis for up to three (3) extension terms, each extension term running from October 1st through the following September 30th, coinciding with the Fiscal Year of the District.

SECTION 4. This Third Amendment shall be effective as of the Effective Date referenced above, provided the Third Amendment has been executed by the parties.

SECTION 5. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

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

ATTEST:

Print name: _____
Secretary

DISTRICT:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Chairman / Vice Chairman

Date: _____, 2024

CONTRACTOR:

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

WITNESSES:

Print name: _____

Print name: _____

James T. Hunter, Jr., Manager

Date: _____, 2024

SECTION F

**NOTICE OF MEETING DATES
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Baytree Community Development District* will hold their regularly scheduled public meetings for the **Fiscal Year 2025** at **1:30 PM at the Baytree National Golf Links Meeting Room, 8207 National Drive, Melbourne, FL 32940** as follows:

**Wednesday, October 2, 2024
Wednesday, November 6, 2024
Wednesday, December 4, 2024
Wednesday, February 5, 2025
Wednesday, April 2, 2025
Wednesday, May 7, 2025
Wednesday, June 4, 2025
Wednesday, August 6, 2025**

In addition, the Board of Supervisors will conduct workshop meetings to discuss future agenda items at **10:00 AM** at the above-referenced address on the following dates:

**Tuesday, January 14, 2025
Tuesday, March 11, 2025
Tuesday, July 8, 2025**

The meetings and workshops are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting or workshop may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801; (407) 841-5524, during normal business hours, or by visiting the District's website at <https://baytreecdd.org>.

A meeting or workshop may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting or workshop because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting or workshop. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jeremy LeBrun
Governmental Management Services – Central Florida, LLC
District Manager

SECTION VII

SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments
1	Irrigation Well Replacement	R. Szozda	In Progress	5/1/24	End of July	TBD	Initial start on July 24th, completion date TBD

SECTION B

SECTION i

SECTION 1

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 12, 2024

RE: 2024 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2024 – 136, Laws of Florida (HB 7013). The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

Performance Measures and Standards

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District’s website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

2. Chapter 2024 – 80, Laws of Florida (HB 433). The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements¹ for their direct employees. Effective September 30, 2026, the law amends Florida’s wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.

3. Chapter 2024 – 204, Laws of Florida (HB 149). The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of \$4 million to \$7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.

4. Chapter 2024 – 202, Laws of Florida (HB 59). The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA’s rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA’s declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

¹ A standard to control an employee’s exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

5. Chapter 2024 – 221, Laws of Florida (HB 1203). The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.

6. Chapter 2024 – 44, Laws of Florida (HB 621). The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.

7. Chapter 2024 – 147, Laws of Florida (SB 7020). The legislation amends section 1.01, F.S., the statute defining “registered mail,” to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of “registered mail” now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, “return receipt requested” is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.

8. Chapter 2024 – 263, Laws of Florida (HB 321). This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties². However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

² The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of \$150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a \$1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years’ imprisonment and a \$5,000 fine. It is the duty of all law enforcement officers to enforce Florida’s Litter Law.

- “Dump,” specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- “Litter,” explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

SECTION VIII

SECTION A

Baytree
COMMUNITY DEVELOPMENT DISTRICT

Summary of Check Register
Fiscal Year 2024

April 1, 2024 - June 30, 2024

<i>Fund</i>	<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
General Fund	April 2024	801 - 833	\$159,046.91
	May 2024	834 - 853	\$73,966.95
	June 2024	854 - 875	\$60,746.32
			\$293,760.18
Payroll	<u>April 2024</u>		
	Jerome S. Darby	50661	\$184.70
	Gilbert M Mills Jr.	50662	\$184.70
	Janice Hill	50663	\$184.70
	Richard C Bosseler	50664	\$184.70
	Richard L Brown	50665	\$184.70
			\$923.50
	<u>May 2024</u>		
	Jerome S. Darby	50666	\$184.70
	Gilbert M Mills Jr.	50667	\$184.70
	Janice Hill	50668	\$184.70
	Richard C Bosseler	50669	\$184.70
		\$738.80	
		TOTAL	\$295,422.48

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/30/24	00247	4/17/23	367	202404	320-53800-47200		OAK TREE REMOVAL/GRIND ARBOR ADVOCATES, LLC	V	1,000.00-	1,000.00-	000605
4/04/24	00251	3/13/24	15545	202403	320-53800-49000		ROAD REPAIR DUE TO BMW	*	2,126.72		
		3/13/24	15546	202403	320-53800-49000		ROAD REPAIR & CLEAN UP ASPHALT365 INC.	*	386.91	2,513.63	000801
4/04/24	00250	3/27/24	6303711	202403	320-53800-49000		STORM WATER PIPELINE REP BROWNIE'S SEPTIC & PLUMBING	*	36,325.00	36,325.00	000802
4/04/24	00256	4/04/24	DEP44202	202404	320-53800-46200		DEP- POOL DECK RESURFACE POOL DECK RESURFACING OF	*	7,443.00	7,443.00	000803
4/04/24	00252	2/01/24	32212	202402	320-53800-47300		FEB 24 - LANDSCAPE MAINT US LAWNS OF BREVARD	*	11,239.00	11,239.00	000804
4/15/24	00005	3/15/24	121573-1	202402	320-53800-43100		FEB 24-W&S 201 BAYTREE DR	*	62.48		
		3/15/24	167895-1	202403	320-53800-43100		MAR 24- W&S 8027 NTN/L DR CITY OF COCOA UTILITIES AUTOPAY	*	919.13	981.61	000805
4/15/24	00009	3/13/24	1125236	202402	320-53800-43200		FEB 24 - FL CITY GAS FLORIDA CITY GAS - AUTOPAY	*	1,452.55	1,452.55	000806
4/15/24	00255	3/29/24	03292024	202403	320-53800-43000		MAR 24 - ELECTRIC FPL - AUTOPAY	*	3,141.78	3,141.78	000807
4/15/24	00253	3/22/24	12308970	202404	320-53800-41000		APR 24 SPEC201 BAYTREE DR SPECTRUM - CHARTER COMMUNICATIONS	*	289.94	289.94	000808
4/15/24	00047	3/19/24	S109332	202403	320-53800-41400		REAR BARRIER/BACK GATE RP ACCESS CONTROL SYSTEMS LLC DBA	*	557.27	557.27	000809
4/15/24	00141	3/25/24	24032544	202403	320-53800-49100		INITIAL INSPECTION FEE BREVARD COUNTY FIRE RESCUE	*	25.00	25.00	000810

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/15/24	00200	1/03/24	1805208	202312	320-53800-34500		SECURITY 12/28 - 1/3	*	4,600.80		
		1/31/24	1805253	202401	320-53800-34500		SECURITY 1/25 - 1/31	*	4,294.08		
		2/07/24	1805321	202402	320-53800-34500		SECURITY 2/1 - 2/7	*	4,294.08		
		3/13/24	1805445	202403	320-53800-34500		SECURITY 3/7 - 3/13	*	4,268.52		
		3/20/24	1805458	202403	320-53800-34500		SECURITY 3/14 - 3/20	*	4,294.08		
DSI SECURITY SERVICES										21,751.56	000811
4/15/24	00021	4/01/24	488	202404	310-51300-34000		MANAGEMENT FEES APR24	*	3,874.00		
		4/01/24	488	202404	310-51300-35200		WEBSITE ADMIN APR24	*	105.00		
		4/01/24	488	202404	310-51300-35100		INFORMATION TECH APR24	*	157.50		
		4/01/24	488	202404	310-51300-51000		OFFICE SUPPLIES APR24	*	13.79		
		4/01/24	488	202404	310-51300-42000		POSTAGE APR24	*	115.53		
		4/01/24	488	202404	310-51300-42500		COPIES APR24	*	.75		
		4/01/24	489	202404	320-53800-34000		FIELD MANAGEMENT APR24	*	2,714.42		
		4/01/24	489	202404	320-53800-51100		HOME DEPOT-MAINT SUPPLIES	*	46.77		
GOVERNMENTAL MANAGEMENT SERVICES										7,027.76	000812
4/15/24	00196	3/22/24	06239	202403	320-53800-41100		HD LICENSE PLATE CAMERA	*	990.00		
		3/22/24	06240	202403	320-53800-47500		EXTERIOR LIGHTING REPAIRS	*	2,100.00		
MODERN SECURITY SYSTEMS LLC										3,090.00	000813
4/15/24	00252	3/01/24	32452	202403	320-53800-47300		MAR 24 - LANDSCAPE MAINT	*	11,239.00		
		4/01/24	32682	202404	320-53800-47300		APR 24 - LANDSCAPE MAINT	*	11,239.00		
US LAWNS OF BREVARD										22,478.00	000814
4/24/24	00047	4/16/24	S110967	202404	320-53800-41400		PRODATA KEY W/CONTROLLER	*	467.50		
ACCESS CONTROL SYSTEMS LLC DBA										467.50	000815

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/24/24	00193	3/20/24	15800420	202402	320-53800-46200		TRASH P/U JAN-FEB 24	*	300.00		
		3/31/24	15800423	202403	320-53800-46200		HARD FLOOR CARE - MAR 24	*	500.00		
		4/01/24	15800421	202404	320-53800-46200		CLEANING SVCS APR24	*	431.00		
COVERALL NORTH AMERICA, INC DBA										1,231.00	000816
4/24/24	00252	3/21/24	32662	202403	320-53800-47400		WET CHECK 3/20 REPAIRS	*	286.00		
		4/17/24	32869	202404	320-53800-47400		WET CHECK 4/11 REPAIRS	*	90.00		
		4/17/24	32870	202404	320-53800-47400		WET CHECK 4/10 REPAIRS	*	70.50		
		4/17/24	32871	202404	320-53800-47400		WET CHECK 4/10 REPAIRS	*	154.50		
US LAWNS OF BREVARD										601.00	000817
4/25/24	00047	4/12/24	14127	202404	320-53800-41100		PDK CLOUD SERVICE APR24	*	36.00		
ACCESS CONTROL SYSTEMS LLC DBA										36.00	000818
4/25/24	00019	4/01/24	14564	202404	320-53800-46200		POOL MAINTENANCE APR24	*	900.00		
		4/01/24	14564	202404	320-53800-46900		FOUNTAIN MAINT APR24	*	40.00		
BEACH POOL SERVICE										940.00	000819
4/25/24	00223	4/07/24	366486	202404	310-51300-32200		AUDIT SERVICES 09/30/23	*	3,350.00		
BERGER, TOOMBS, ELAM, GAINES, & FRANK										3,350.00	000820
4/25/24	00004	3/31/24	186893	202403	310-51300-31500		GENERAL COUNSEL MAR24	*	2,695.00		
BILLING, COCHRAN, LYLES, MAURO & RAMSEY										2,695.00	000821
4/25/24	00224	3/29/24	22402764	202402	310-51300-31100		GENERAL ENGINEERING FEB24	*	390.00		
		4/19/24	22403813	202403	310-51300-31100		GENERAL ENGINEERING MAR24	*	2,040.00		
DEWBERRY ENGINEERS, INC										2,430.00	000822
4/25/24	00200	3/27/24	1805469	202403	320-53800-34500		SECURITY 3/21 - 3/27	*	4,294.08		
		4/03/24	1805480	202403	320-53800-34500		SECURITY 3/28 - 4/03	*	4,294.08		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/10/24		1805555	202404	320-53800-34500			SECURITY 4/4 - 4/10	*	4,294.08		
4/17/24		1805566	202404	320-53800-34500			SECURITY 4/11 - 4/17	*	4,294.08		
DSI SECURITY SERVICES										17,176.32	000823
4/25/24	00039	4/05/24	467398	202404	320-53800-47000		AQUATIC WEED CONTRL APR24	*	3,135.00		
		4/09/24	467733	202404	320-53800-47000		PEST CNTRL POOL&GUARD HSE	*	60.00		
ECOR INDUSTRIES										3,195.00	000824
4/25/24	00254	12/29/23	2163-853	202312	320-53800-49000		NO FISHING SIGNS	*	172.46		
FASTSIGNS										172.46	000825
4/25/24	00008	4/02/24	8-456-61	202403	310-51300-42000		DELIVERY 3/28/24	*	151.36		
FEDEX										151.36	000826
4/25/24	00052	3/27/24	678712	202403	320-53800-47500		FLOODLIGHTS REPLACES	*	175.85		
FLORIDA BULB & BALLAST INC.										175.85	000827
4/25/24	00252	4/05/24	32818	202404	320-53800-47200		SOD - ST. AUGUSTINE	*	225.00		
		4/19/24	32886	202404	320-53800-47400		WET CHECK 4/10 REPAIRS	*	6,662.00		
US LAWN OF BREVARD										6,887.00	000828
4/26/24	00253	3/29/24	11726770	202404	320-53800-41000		APR 24-SPEC 8207 NTN'L DR	*	188.95		
SPECTRUM - CHARTER COMMUNICATIONS										188.95	000829
4/26/24	00225	3/25/24	0129276-	202404	320-53800-43300		APR 24 - TRASH REMOVAL	*	52.58		
WASTE MANAGEMENT CORPORATE SERVICES										52.58	000830
4/26/24	00255	4/11/24	MAR24FPL	202403	320-53800-43000		MAR 24 - ELECTRIC	*	1,760.82		
FPL - AUTOPAY										1,760.82	000831
4/29/24	00253	4/07/24	12335290	202404	320-53800-41000		APR24-SPEC 630 BAYTREE DR	*	189.97		
SPECTRUM - CHARTER COMMUNICATIONS										189.97	000832

BAYT --BAYTREE-- SNEEROOA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/29/24	00141	3/25/24	24032544	202403	320-53800	49100		INITIAL INSP. COMPLIANCE BREVARD COUNTY FIRE RESCUE	*	30.00	30.00	000833
5/15/24	00256	5/14/24	05142024	202405	320-53800	46200		2ND PMT-POOL DECL RESURF. POOL DECK RESURFACING OF	*	5,000.00	5,000.00	000834
5/17/24	00047	5/06/24	S111964	202405	320-53800	41400		M.GATE R. ENT BARRIER REP	*	384.33		
		5/13/24	14334	202405	320-53800	41100		PDK CLOUD SERVICE MAY24	*	36.00		
		5/14/24	S112369	202405	320-53800	41400		TENNIS CT PED GATE REPAIR ACCESS CONTROL SYSTEMS LLC DBA	*	565.00	985.33	000835
5/17/24	00019	5/01/24	14717	202405	320-53800	46200		POOL MAINTENANCE MAY24	*	900.00		
		5/01/24	14717	202405	320-53800	46900		FOUNTAIN MAINT MAY24 BEACH POOL SERVICE	*	40.00	940.00	000836
5/17/24	00004	4/30/24	187293	202404	310-51300	31500		GENERAL COUNSEL APR24 BILLING, COCHRAN, LYLES, MAURO&RAMSEY	*	5,427.50	5,427.50	000837
5/17/24	00250	4/26/24	6350452	202404	320-53800	49000		ADD. SINK HOLE REPAIRS BROWNIE'S SEPTIC & PLUMBING	*	17,200.00	17,200.00	000838
5/17/24	00193	5/01/24	15800425	202405	320-53800	46200		CLEANING SVCS MAY24 COVERALL NORTH AMERICA, INC DBA	*	431.00	431.00	000839
5/17/24	00200	4/24/24	1805577	202404	320-53800	34500		SECURITY 4/18 - 4/24	*	4,294.08		
		5/01/24	1805588	202404	320-53800	34500		SECURITY 4/25 - 5/01	*	4,294.08		
		5/08/24	1805656	202405	320-53800	34500		SECURITY 5/02 - 5/08	*	4,294.08		
		5/15/24	1805667	202405	320-53800	34500		SECURITY 5/09 - 5/15 DSI SECURITY SERVICES	*	4,294.08	17,176.32	000840
5/17/24	00039	5/03/24	469506	202405	320-53800	47000		AQUATIC WEED CONTRL MAY24 ECOR INDUSTRIES	*	3,135.00	3,135.00	000841

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/17/24	00008	4/30/24 8-485-32	202404 310-51300-42000	DELIVERY 4/25/24 FEDEX	*	189.60	189.60 000842
5/17/24	00121	5/07/24 05-BID-7	202404 320-53800-46200	POOL PERMIT FY24 FLORIDA DEPARTMENT OF HEALTH	*	350.00	350.00 000843
5/17/24	00252	4/30/24 32920	202404 320-53800-47400	WET CHECK 04/22/2024	*	208.75	
		5/01/24 32912	202405 320-53800-47300	MAY 24 - LANDSCAPE MAINT	*	11,239.00	
		5/15/24 33100	202405 320-53800-47400	WET CHECK 5/08 REPAIRS	*	2,134.50	
		5/16/24 33116	202405 320-53800-47400	WET CHECK 5/13 REPAIRS	*	355.00	
				US LAWNS OF BREVARD			13,937.25 000844
5/17/24	00005	5/07/24 121573-1	202403 320-53800-43100	MAR 24-W&S 201 BAYTREE DR	*	62.48	
		5/07/24 167895-1	202404 320-53800-43100	APR 24- W&S 8027 NTN'L DR	*	1,101.72	
				CITY OF COCOA UTILITIES AUTOPAY			1,164.20 000845
5/17/24	00009	4/11/24 1125236	202403 320-53800-43200	MAR 24 - FL CITY GAS	*	936.75	
				FLORIDA CITY GAS - AUTOPAY			936.75 000846
5/17/24	00255	4/30/24 83711-46	202404 320-53800-43000	APR 24 - ELECTRIC	*	3,129.18	
				FPL - AUTOPAY			3,129.18 000847
5/17/24	00253	4/22/24 12308970	202405 320-53800-41000	MAY 24 SPEC201 BAYTREE DR	*	289.94	
				SPECTRUM - CHARTER COMMUNICATIONS			289.94 000848
5/17/24	00225	4/25/24 0134040-	202405 320-53800-43300	MAY 24 - TRASH REMOVAL	*	52.58	
				WASTE MANAGEMENT CORPORATE SERVICES			52.58 000849
5/21/24	00256	5/21/24 05202024	202405 320-53800-46200	FIN.PMT-POOL DECK RESURF.	*	1,443.00	
				POOL DECK RESURFACING OF			1,443.00 000850
5/28/24	00253	4/29/24 11726770	202405 320-53800-41000	APR 24-SPEC 8207 NTN'L DR	*	188.95	
				SPECTRUM - CHARTER COMMUNICATIONS			188.95 000851

BAYT --BAYTREE-- SNEEROOA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/28/24	00253	5/07/24	12335290	202405	320	53800	41000			*	204.97		
			MAY 24-SPEC 603						BAYTREE D				
									SPECTRUM - CHARTER COMMUNICATIONS			204.97	000852
5/28/24	00255	5/13/24	APR24FPL	202404	320	53800	43000			*	1,785.38		
			APR 24 - ELECTRIC										
									FPL - AUTOPAY			1,785.38	000853
6/10/24	00047	5/31/24	S113402	202405	320	53800	41400			*	565.00		
			TENNIS CT GATE						SYRTEM TBS				
									ACCESS CONTROL SYSTEMS LLC DBA			565.00	000854
6/10/24	00019	6/01/24	14923	202406	320	53800	46200			*	900.00		
			JUN 24 - POOL MAINTENANCE										
		6/01/24	14923	202406	320	53800	46900			*	40.00		
			JUN 24 - FOUNTAIN MAINT.										
									BEACH POOL SERVICE			940.00	000855
6/10/24	00141	4/26/24	24042644	202404	320	53800	49100			*	25.00		
			REINSPECTION FEE POOL										
									BREVARD COUNTY FIRE RESCUE			25.00	000856
6/10/24	00193	6/01/24	15800430	202406	320	53800	46200			*	431.00		
			CLEANING SVCS JUN24										
									COVERALL NORTH AMERICA, INC DBA			431.00	000857
6/10/24	00224	5/30/24	22409030	202404	310	51300	31100			*	1,132.50		
			GENERAL ENGINEERING APR24										
									DEWBERRY ENGINEERS, INC			1,132.50	000858
6/10/24	00200	5/22/24	1805678	202405	320	53800	34500			*	4,294.08		
			SECURITY 5/16 - 5/22										
		5/29/24	1805688	202405	320	53800	34500			*	4,600.80		
			SECURITY 5/23 - 5/29										
		6/05/24	1805759	202406	320	53800	34500			*	4,294.08		
			SECURITY 5/30 - 6/05										
									DSI SECURITY SERVICES			13,188.96	000859
6/10/24	00039	5/29/24	469601	202405	320	53800	47000			*	940.00		
			NAT VEGETATION MGMT JUN24										
		6/07/24	471771	202406	320	53800	47000			*	3,135.00		
			AQUATIC WEED CONTL JUN 24										
									ECOR INDUSTRIES			4,075.00	000860
6/10/24	00257	6/06/24	33426A	202406	320	53800	46900			*	185.00		
			QTRLY FOUNTAIN CLEANING										
									FOUNTAIN DESIGN GROUP, INC.			185.00	000861

BAYT --BAYTREE-- SNEEROOA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/10/24	00252	5/23/24	33149	202405 320-53800-47400	US LAWNS OF BREVARD	*	710.00		
				WET CHECK 05/06/24					
		5/30/24	33169	202405 320-53800-47200		*	3,852.00		
				PLANT FILLS BAYTREE DRIVE					
		6/01/24	33174	202406 320-53800-47300		*	11,239.00		
				JUN 24 - LANDSCAPE MAINT					
								15,801.00	000862
6/13/24	00047	6/12/24	14539	202406 320-53800-41100	ACCESS CONTROL SYSTEMS LLC DBA	*	36.00		
				PDK CLOUD SERVICE JUN24					
								36.00	000863
6/13/24	00004	5/31/24	187839	202405 310-51300-31500	BILLING, COCHRAN, LYLES, MAURO&RAMSEY	*	2,915.00		
				GENERAL COUNSEL MAY24					
								2,915.00	000864
6/13/24	99999	6/13/24	VOID	202406 000-00000-00000		C	.00		
				VOID CHECK					
								.00	000865
*****INVALID VENDOR NUMBER*****									
6/13/24	00021	5/01/24	490	202405 310-51300-34000		*	3,874.00		
				MAY 24 - MANAGEMENT FEES					
		5/01/24	490	202405 310-51300-35200		*	105.00		
				MAY 24 - WEBSITE ADMIN					
		5/01/24	490	202405 310-51300-35100		*	157.50		
				MAY 24 - INFORMATION TECH					
		5/01/24	490	202405 310-51300-51000		*	13.73		
				MAY 24 - OFFICE SUPPLIES					
		5/01/24	490	202405 310-51300-42000		*	48.88		
				MAY 24 - POSTAGE					
		5/01/24	490	202405 310-51300-42500		*	10.05		
				MAY 24 - COPIES					
		5/01/24	491	202405 320-53800-34000		*	2,714.42		
				MAY 24 - FIELD MGMT					
		5/01/24	491	202405 310-51300-49000		*	13.52		
				6WAY TAP FIRE COMP WALGRN					
		6/01/24	492	202406 310-51300-34000		*	3,874.00		
				JUN 24 - MANAGEMENT FEES					
		6/01/24	492	202406 310-51300-35200		*	105.00		
				JUN 24 - WEBSITE ADMIN					
		6/01/24	492	202406 310-51300-35100		*	157.50		
				JUN 24 - INFORMATION TECH					
		6/01/24	492	202406 310-51300-51000		*	.09		
				JUN 24 - OFFICE SUPPLIES					
		6/01/24	492	202406 310-51300-42500		*	58.80		
				JUN 24 - POSTAGE					

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/01/24	493	202406	320-53800-34000	JUN 24	-	FIELD	MDMT			*	2,714.42		
6/01/24	493	202406	320-53800-49000	PICK UP	AFTER	DOG	SIGNS			*	160.98		
GOVERNMENTAL MANAGEMENT SERVICES											14,007.89	000866	
6/13/24	00258	5/01/24	6466195	202405	310-51300-48000	LEGALS \$	PUBLIC	NOTICES		*	178.69		
GANNETT FLORIDA LOCALIQ											178.69	000867	
6/13/24	00005	6/05/24	121573-1	202404	320-53800-43100	APR 24-W&S	201	BAYTREE DR		*	72.66		
6/05/24	167895-1	202404	320-53800-43100	MAY 24-	W&S	8027	NTN'L	DR		*	997.38		
CITY OF COCOA UTILITIES AUTOPAY											1,070.04	000868	
6/13/24	00009	5/10/24	1125236	202404	320-53800-43200	APR 24 =	FL	CITY GAS		*	436.64		
FLORIDA CITY GAS - AUTOPAY											436.64	000869	
6/13/24	00255	5/31/24	MAY24FPL	202405	320-53800-43000	MAY 24 -	ELECTRIC			*	3,110.75		
FPL - AUTOPAY											3,110.75	000870	
6/13/24	00253	5/22/24	12308970	202406	320-53800-41000	JUN 24	SPEC201	BAYTREE DR		*	309.94		
SPECTRUM - CHARTER COMMUNICATIONS											309.94	000871	
6/14/24	00225	5/24/24	0138822-	202406	320-53800-43300	JUN 24 -	TRASH	REMOVAL		*	52.58		
WASTE MANAGEMENT CORPORATE SERVICES											52.58	000872	
6/14/24	00253	5/29/24	11726770	202406	320-53800-41000	JUN 24-SPEC	8207	NTN'L DR		*	188.95		
SPECTRUM - CHARTER COMMUNICATIONS											188.95	000873	
6/25/24	00255	7/12/24	MAY24ELE	202405	320-53800-43000	MAY 24 -	ELECTRIC			*	1,891.41		
FPL - AUTOPAY											1,891.41	000874	
6/26/24	00253	6/07/24	12335290	202406	320-53800-41000	JUN 24-SPEC	630	BAYTREE D		*	204.97		
SPECTRUM - CHARTER COMMUNICATIONS											204.97	000875	
TOTAL FOR BANK F											293,760.18		
BAYT --BAYTREE-- SNEEROOA													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER						293,760.18	

BAYT --BAYTREE-- SNEEROA

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
June 30, 2024



Table of Contents

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

Baytree
Community Development District
Combined Balance Sheet
June 30, 2024

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Fund	\$ 248,243	\$ -	\$ 248,243
Capital Reserves	-	57,509	57,509
Pavement Management	-	355,937	355,937
Community Beautification	-	85,705	85,705
<u>Investments:</u>			
Custody	1,104	-	1,104
Total Assets	\$ 249,348	\$ 499,151	\$ 748,498
Liabilities:			
Accounts Payable	\$ 31,159	\$ -	\$ 31,159
Total Liabilities	\$ 31,159	\$ -	\$ 31,159
Fund Balance:			
Assigned for:			
Capital Reserves	\$ -	\$ 57,509	\$ 57,509
Pavement Management	-	355,937	355,937
Community Beautification	-	85,705	85,705
Unassigned	218,188	-	218,188
Total Fund Balances	\$ 218,188	\$ 499,151	\$ 717,339
Total Liabilities & Fund Balance	\$ 249,348	\$ 499,151	\$ 748,498

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Maintenance Assessments	\$ 995,884	\$ 995,884	\$ 1,000,856	\$ 4,972
IOB Cost Share Agreement	47,979	22,774	22,774	-
Miscellaneous Income	9,250	6,938	8,309	1,371
Interest Income	-	-	43	43
Total Revenues	\$ 1,053,113	\$ 1,025,596	\$ 1,031,982	\$ 6,386

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 9,000	7,600	\$ 1,400
FICA Expense	918	689	581	107
Engineering	36,050	27,038	6,794	20,243
Attorney Fees	24,000	18,000	29,535	(11,535)
Annual Audit	3,350	3,350	3,350	-
Assessment Administration	7,875	7,875	7,875	-
Management Fees	46,488	34,866	34,866	0
Property Appraiser	250	250	234	16
Information Technology	1,890	1,418	1,418	-
Website Maintenance	1,260	945	945	-
Telephone	250	188	-	188
Postage	2,000	1,500	1,403	97
Insurance General Liability	39,783	39,783	32,226	7,557
Tax Collector Fee	19,918	19,974	19,974	-
Printing & Binding	1,500	1,125	259	866
Legal Advertising	5,000	3,750	179	3,571
Other Current Charges	3,000	2,250	388	1,862
Office Supplies	250	188	85	102
Property Taxes	350	350	346	4
Dues, Licenses & Subscriptions	175	175	175	-
Subtotal General & Administrative	\$ 206,307	\$ 172,712	\$ 148,233	\$ 24,480

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
<u>Operations & Maintenance</u>				
Security Contract	\$ 222,284	\$ 166,713	\$ 168,542	\$ (1,829)
Gate Maintenance	15,200	11,400	17,404	(6,004)
Security Gatehouse Maintenance	6,000	4,500	5,326	(826)
Telephone/Internet - Gatehouse/Pool	6,818	5,114	5,971	(857)
Transponders	5,000	5,000	4,972	28
Field Management Fees	32,573	24,430	24,430	0
Electric	56,700	42,525	49,574	(7,049)
Water & Sewer	15,120	11,340	13,010	(1,670)
Gas	9,115	6,836	9,560	(2,724)
Trash Removal	643	482	473	9
Maintenance - Lakes	42,440	31,830	33,380	(1,550)
Maintenance - Landscape Contract	129,076	96,807	95,978	829
Maintenance - Additional Landscape	20,000	15,000	40,839	(25,839)
Maintenance - Pool	30,000	22,500	37,282	(14,782)
Maintenance - Irrigation	9,214	6,910	17,844	(10,933)
Maintenance - Lighting	6,000	4,500	7,073	(2,573)
Maintenance - Monuments	4,000	-	-	-
Maintenance - Fountain	1,180	885	905	(20)
Maintenance - Other Field (R&M General)	5,928	4,446	77,117	(72,671)
Maintenance - Recreation	1,500	1,125	-	1,125
Holiday Landscape Lighting	16,092	16,092	15,412	680
Operating Supplies	750	563	47	516
Sidewalk/Curb Cleaning	15,000	2,290	2,290	-
Miscellaneous	1,000	750	-	750
Subtotal Operations & Maintenance	\$ 651,633	\$ 482,038	\$ 627,431	\$ (145,393)
Total Expenditures	\$ 857,940	\$ 654,750	\$ 775,663	\$ (120,913)
Excess (Deficiency) of Revenues over Expenditures	\$ 195,173	\$ 370,845	\$ 256,318	\$ (114,527)
<u>Other Financing Sources/(Uses):</u>				
<u>Transfer Out</u>				
Capital Projects- Paving - Baytree	\$ (25,051)	\$ (25,051)	\$ (25,051)	\$ -
Capital Projects - Paving - IOB Funds	(8,187)	(8,187)	(8,187)	-
Capital Projects - Reserves	(65,093)	(65,093)	(65,093)	-
Community Beautification Fund	(45,265)	(45,265)	(45,265)	-
First Quarter Operating	(51,577)	-	-	-
Total Other Financing Sources/(Uses)	\$ (195,173)	\$ (143,596)	\$ (143,596)	\$ -
Net Change in Fund Balance	\$ 390,346	\$ 227,249	\$ 112,722	\$ (114,527)
Fund Balance - Beginning	\$ 172,298		\$ 105,466	
Fund Balance - Ending	\$ 562,644		\$ 218,188	

Baytree
Community Development District
Capital Projects Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budge Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 5	\$ 5
Total Revenues	\$ -	\$ -	\$ 5	\$ 5
Expenditures:				
Lake Bank Restoration/Evaluation	\$ 35,000	\$ 34,000	34,000	\$ -
Sidewalk/Gutter Repair	14,500	-	-	-
Drainage Maintenance	10,000	-	-	-
Curb -Tree Trimming/Replacements	6,500	-	-	-
Bank Fees	600	450	352	98
Total Expenditures	\$ 66,600	\$ 34,450	\$ 34,352	\$ 98
Excess (Deficiency) of Revenues over Expenditures	\$ (66,600)	\$ (34,450)	\$ (34,347)	\$ 102
Other Financing Sources/(Uses):				
Transfer In - Baytree	\$ 65,093	\$ 65,093	\$ 65,093	\$ -
Total Other Financing Sources/(Uses)	\$ 65,093	\$ 65,093	\$ 65,093	\$ -
Net Change in Fund Balance	\$ (1,507)		\$ 30,746	
Fund Balance - Beginning	\$ 7,762		\$ 26,763	
Fund Balance - Ending	\$ 6,255		\$ 57,509	

Baytree
Community Development District
Pavement Management
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 26	\$ 26
Total Revenues	\$ -	\$ -	\$ 26	\$ 26
Expenditures:				
Bank Fees	\$ 600	\$ 450	\$ 352	\$ 98
Total Expenditures	\$ 600	\$ 450	\$ 352	\$ 98
Excess (Deficiency) of Revenues over Expenditures	\$ (600)		\$ (326)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 25,051	\$ 25,051	\$ 25,051	\$ -
Transfer In - IOB	8,187	8,187	8,187	-
Total Other Financing Sources (Uses)	\$ 33,238	\$ 33,238	\$ 33,238	\$ -
Net Change in Fund Balance	\$ 32,638		\$ 32,912	
Fund Balance - Beginning	\$ 323,019		\$ 323,026	
Fund Balance - Ending	\$ 355,657		\$ 355,937	

Baytree
Community Development District
Community Beautification
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Bank Fees	\$ 400	\$ 300	\$ 150	\$ 150
Beautification Projects	-	-	24,085	(24,085)
Total Expenditures	\$ 400	\$ 300	\$ 24,235	\$ (23,935)
Excess (Deficiency) of Revenues over Expenditures	\$ (400)		\$ (24,235)	
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 45,265	\$ 45,265	\$ 45,265	\$ -
Total Other Financing Sources (Uses)	\$ 45,265	\$ 45,265	\$ 45,265	\$ -
Net Change in Fund Balance	\$ 44,865		\$ 21,030	
Fund Balance - Beginning	\$ 59,410		\$ 64,675	
Fund Balance - Ending	\$ 104,275		\$ 85,705	

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	\$ 32,533	\$ 6,468	\$ 8,712	\$ 21,941	\$ -	\$ 15,862	\$ -	\$ -	\$ -	\$ 1,000,856
IOB Cost Share Agreement	-	-	-	-	10,895	-	-	-	11,879	-	-	-	22,774
Miscellaneous Income	1,078	4,205	-	425	1,132	56	675	224	515	-	-	-	8,309
Interest Income	5	5	5	5	5	5	5	5	5	-	-	-	43
Total Revenues	\$ 1,082	\$ 257,819	\$ 661,736	\$ 32,963	\$ 18,500	\$ 8,772	\$ 22,621	\$ 228	\$ 28,261	\$ -	\$ -	\$ -	\$ 1,031,982
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 1,000	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 7,600
FICA Expense	77	77	77	77	77	61	77	61	-	-	-	-	581
Engineering	293	975	1,964	-	390	-	2,040	1,133	-	-	-	-	6,794
Assessment Administration	7,875	-	-	-	-	-	-	-	-	-	-	-	7,875
Attorney Fees	3,658	1,375	5,638	2,378	4,950	2,695	5,428	2,915	500	-	-	-	29,535
Annual Audit	-	-	-	-	-	-	3,350	-	-	-	-	-	3,350
Management Fees	3,874	3,874	3,874	3,874	3,874	3,874	3,874	3,874	3,874	-	-	-	34,866
Information Technology	158	158	158	158	158	158	158	158	158	-	-	-	1,418
Website Maintenance	105	105	105	105	105	105	105	105	105	-	-	-	945
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	301	8	48	377	112	202	306	49	-	-	-	-	1,403
Insurance General Liability	32,226	-	-	-	-	-	-	-	-	-	-	-	32,226
Tax Collector Fee	-	5,072	13,235	611	129	174	436	-	317	-	-	-	19,974
Printing & Binding	176	-	3	1	10	0	1	10	59	-	-	-	259
Legal Advertising	-	-	-	-	-	-	-	179	-	-	-	-	179
Other Current Charges	39	39	39	40	50	42	42	56	42	-	-	-	388
Office Supplies	23	0	21	0	13	0	14	14	0	-	-	-	85
Property Taxes	-	346	-	-	-	-	-	-	-	-	-	-	346
Property Appraiser	-	-	234	-	-	-	-	-	-	-	-	-	234
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 49,977	\$ 13,029	\$ 26,394	\$ 8,619	\$ 10,867	\$ 8,111	\$ 16,830	\$ 9,352	\$ 5,054	\$ -	\$ -	\$ -	\$ 148,233

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	\$ 22,084	\$ 17,176	\$ 17,176	\$ 21,445	\$ 17,176	\$ 17,483	\$ 17,176	\$ -	\$ -	\$ -	\$ 168,542
Gate Maintenance	578	8,035	1,447	5,273	-	557	-	1,514	-	-	-	-	17,404
Security Gatehouse Maintenance	3,105	195	67	-	736	1,115	36	36	36	-	-	-	5,326
Telephone/Internet - Gatehouse/Pool	647	647	647	652	652	669	669	684	704	-	-	-	5,971
Transponders	-	-	-	-	-	4,972	-	-	-	-	-	-	4,972
Field Management Fees	2,714	2,714	2,714	2,714	2,714	2,714	2,714	2,714	2,714	-	-	-	24,430
Electric	10,040	5,297	4,994	4,694	4,695	4,903	4,915	5,002	5,036	-	-	-	49,574
Water & Sewer	1,467	1,174	1,723	1,600	2,792	982	1,174	997	1,100	-	-	-	13,010
Gas	661	1,265	2,282	1,974	1,453	937	437	52	500	-	-	-	9,560
Trash Removal	53	53	53	53	53	53	53	53	53	-	-	-	473
Maintenance - Lakes	3,135	4,075	4,420	4,135	3,135	4,075	3,195	4,075	3,135	-	-	-	33,380
Maintenance - Landscape Contract	9,946	9,946	9,946	9,946	11,239	11,239	11,239	11,239	11,239	-	-	-	95,978
Maintenance - Additional Landscape	7,490	7,050	6,117	-	405	11,925	-	3,852	4,000	-	-	-	40,839
Maintenance - Pool	2,741	1,456	9,279	1,392	1,794	1,831	9,124	7,984	1,681	-	-	-	37,282
Maintenance - Irrigation	483	2,223	-	1,979	1,690	690	7,186	3,200	394	-	-	-	17,844
Maintenance - Lighting	2,380	276	-	-	1,959	2,459	-	-	-	-	-	-	7,073
Maintenance - Monuments	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Fountain	40	40	215	40	40	225	40	40	225	-	-	-	905
Maintenance - Other Field (R&M General)	-	-	3,020	13,530	1,418	35,628	17,250	2,750	3,522	-	-	-	77,117
Maintenance - Recreation	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Landscape Lighting	-	-	15,412	-	-	-	-	-	-	-	-	-	15,412
Operating Supplies	-	-	-	-	-	-	47	-	-	-	-	-	47
Sidewalk/Curb Cleaning	-	-	-	2,290	-	-	-	-	-	-	-	-	2,290
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Operations & Maintenance	\$ 66,796	\$ 61,954	\$ 84,421	\$ 67,448	\$ 51,951	\$ 106,418	\$ 75,254	\$ 61,675	\$ 51,514	\$ -	\$ -	\$ -	\$ 627,431
Total Expenditures	\$ 116,773	\$ 74,983	\$ 110,814	\$ 76,067	\$ 62,817	\$ 114,529	\$ 92,084	\$ 71,027	\$ 56,569	\$ -	\$ -	\$ -	\$ 775,663
Excess (Deficiency) of Revenues over Expenditures	\$ (115,691)	\$ 182,836	\$ 550,921	\$ (43,104)	\$ (44,317)	\$ (105,757)	\$ (69,463)	\$ (70,799)	\$ (28,308)	\$ -	\$ -	\$ -	\$ 256,318
<u>Other Financing Sources/Uses:</u>													
<u>Transfer Out</u>													
Capital Projects- Paving - Baytree	\$ -	\$ -	\$ -	\$ (25,051)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (25,051)
Capital Projects - Paving - IOB Funds	-	-	-	-	(8,187)	-	-	-	-	-	-	-	(8,187)
Capital Projects - Reserves	-	-	-	(65,093)	-	-	-	-	-	-	-	-	(65,093)
Community Beautification Fund	-	-	-	-	(45,265)	-	-	-	-	-	-	-	(45,265)
First Quarter Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ (90,144)	\$ (53,452)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (143,596)
Net Change in Fund Balance	\$ (115,691)	\$ 182,836	\$ 550,921	\$ (133,248)	\$ (97,769)	\$ (105,757)	\$ (69,463)	\$ (70,799)	\$ (28,308)	\$ -	\$ -	\$ -	\$ 112,722

Baytree
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Brevard County
Fiscal Year 2024

Gross Assessments \$ 1,037,547.00 \$ 1,037,547.00
 Net Assessments \$ 996,045.12 \$ 996,045.12

ON ROLL ASSESSMENTS

allocation in % 100.00%

<i>Date</i>	<i>Gross Amount</i>	<i>(Discount)/ 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
01/05/24	31,471.34	(944.14)	(610.55)	-	29,916.65	30,527.20	30,527.20
01/26/24	-	-	-	2,005.83	2,005.83	2,005.83	2,005.83
02/07/24	6,600.00	(132.00)	(129.36)	-	6,338.64	6,468.00	6,468.00
03/12/24	8,800.00	(88.00)	(174.24)	-	8,537.76	8,712.00	8,712.00
04/09/24	21,809.05	-	(437.40)	-	21,371.65	21,809.05	21,809.05
04/19/24	-	-	-	131.92	131.92	131.92	131.92
06/11/24	6,600.00	198.00	(135.96)	-	6,662.04	6,798.00	6,798.00
06/20/24	8,800.00	264.00	(181.28)	-	8,882.72	9,064.00	9,064.00
TOTAL	\$ 1,037,545.00	\$ (38,826.61)	\$ (19,975.59)	\$ 2,137.75	\$ 980,880.55	\$ 1,000,856.14	\$ 1,000,856.14

*Note: Commissions are posted as admin. expenditures.

100.48%	Net Assessments Collected
\$ (4,811.02)	Net Assessments Remaining

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2024
Brevard County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Wednesday, September 11, 2024 at 5:00 p.m.**, at the offices of District Manager, located at 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Baytree Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Year 2024, 2025, 2026, 2027 and 2028. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION B

**BAYTREE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Baytree Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Brevard County, Florida and has a general administrative operating fund and debt service fund.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to GMS – CF, LLC, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Baytree Community Development District.**"

Proposals must be received by **5:00 PM on Wednesday, September 11, 2024**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jeremy LeBrun
Governmental Management Services – Central Florida, LLC
District Manager