

*Baytree Community
Development District*

Agenda

December 4, 2024

AGENDA

Baytree

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

November 27, 2024

Board of Supervisors
Baytree Community

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, December 4, 2024 at 1:30 p.m. at the Baytree National Golf Links, 8207 National Drive, Melbourne, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Supervisors
 - B. Election of Officers
 - C. Consideration of Resolution 2025-02 Electing Officers
 - D. Discussion of Board Members' Areas of Responsibility
3. Engineer's Report
4. Landscape Report
5. Community Updates
 - A. Security
 - B. BCA
 - C. Isles of Baytree
6. Consent Agenda
 - A. Approval of Minutes of the November 6, 2024 Audit Committee Meeting and Board of Supervisors Meeting
7. Agenda
 - A. Ratification of Auditing Services Agreement with DiBartolomeo, McBee, Hartley & Barnes for Fiscal Years 2024-2028
 - B. Approval of DSI Officer Compensation Increase
 - C. Review and Acceptance of Fiscal Year 2023 Audit Report
8. CDD Action Items/Staff Reports
 - A. CDD Action Items
 - B. Additional Staff Reports
 - i. Attorney
 - ii. District Manager
 - iii. Field Manager
 1. Consideration of Road Repair Proposals
9. Treasurer's Report

- A. Consideration of Check Register
- B. Balance Sheet and Income Statement
- 10. Supervisor's Requests
- 11. Public Comment Period
- 12. Adjournment

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

Sincerely,

Jeremy LeBrun

Jeremy LeBrun,
District Manager

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

SECTION II

SECTION C

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

_____ is elected Assistant Treasurer.

_____ is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of December 2024.

ATTEST:

**BAYTREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

SECTION VI

SECTION A

**MINUTES OF MEETING
BAYTREE
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, **November 6, 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 Brown	Vice Chairman
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary
Jerry Darby	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Rob Szozda	GMS
Michael Pawelczyk	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Mr. LeBrun called the meeting to order at 1:30 p.m. A quorum was established.

Mr. LeBrun: The last time that the Audit Committee met, the Board approved the criteria for the third-party independent audit. We sent those proposals out and the Board is meeting today, to make a decision on the proposals that were received.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun: This is a chance for the public to make comments about the Audit Committee that is meeting today or about the annual audit in general.

Mr. Mills: Does anyone have any comments?

Mr. LeBrun: If there are no public comments, we will go to the next item.

THIRD ORDER OF BUSINESS**Review of Proposals and Tally of Audit Committee Members Rankings****A. DiBartolomeo, McBee, Hartley & Barnes****B. Grau & Associates**

Mr. LeBrun: This is the review of proposals and the tally of the Audit Committee Members rankings. As I explained earlier, the Board met previously and approved the criteria. Unfortunately, now there are only a handful of companies that perform this type of work. There used to be a much larger group, but we're down to a smaller number. So, we sent a Request for Proposals (RFP) to all of the firms that are still doing this work. The only two that responded were DiBartolomeo, McBee, Hartley & Barnes (DMHB) and Grau & Associates (Grau). These two do a lot of CDD work. We have Districts that utilize both of them. They both do a great job. So, those are the only two that responded. You have those proposals in your agenda packets. You should also have a copy of the ranking criteria in front of you. Boards do this different ways. Sometimes one Board Member will present their ranking and the Board can have consensus to go with that ranking. Board Members can also score individually. We usually recommend, if there's a general consensus of the Board, to have one person provide their ranking and then the Board approves that one. Before the Board discusses it, I'll just point out, like I said, these two firms are very well respected. They all do great work. The only difference that staff noticed when we went through this, for your consideration, was price. Our current auditor is DMHB and their price was \$17,500 for five years and Grau was slightly above them, at \$18,000, cumulative for the five years. So, I just wanted to point that out to the Board.

Mr. Mills: We had Grau for quite a long time, haven't we?

Mr. LeBrun: You had Grau previously. The most recent one was DMHB.

Mr. Brown: Well, the reality is, this is not a very difficult audit.

Mr. Mills: No.

Mr. Brown: The ability of the personnel, the proposers experience, understanding of scope of work and understanding the ability to furnish required services, are all equal and the only difference in price is \$500. So, I'd go with the \$17,500 proposal.

Ms. Hill: DMHB actually has six CDD audits that completed. The criteria are slightly different, because I sit on another Board and when you look at their references, they reference the police and fire departments. Well, theirs is a little different than a CDD, much more involved and I'm thinking, *"You know, we don't need all of that."*

Mr. Pawelczyk: No, but I think they prepare their audits in the same fashion, that Grau does, because I remember reviewing theirs. Grau concentrates on Special Districts and CDDs. You can tell from their package. Right?

Mr. Brown: Yes.

Mr. Pawelczyk: Most of the firms go with Grau, because they underprice everybody, to the point where I think they pushed a lot out, because they just developed a niche for this field, much like I've done and Jeremy's firm has done. They have a niche on the CDD field that not a lot of people handle. So, I think, the Board is right. You just need to figure out how to rank them. If you say experience, I think CDD experience is the same as governmental experience, but that's my opinion. You might rank someone a little differently on experience, if you feel differently.

Mr. Mills: How does the Board want to handle this? Do you want us to grade each one individually and provide the ranking or does someone want to make a consensus ranking?

Mr. Pawelczyk: I think you can do it either way. One of the things Jeremy suggested, would be to come up with one ranking and adopt that as your own. The only reason I would say that, is because I think the Board kind of has an idea as to what they want to do. You can maybe talk about each of those and adopt each criteria and say, "*For the ability of personnel, they would both receive 20 points*" and then fill in 20 points and submit one form to Jeremy.

Mr. LeBrun: Sure. If the Board feels that price is the only thing, you separated them and since DMHB has the lowest price, they will get the full 20 points and Grau would receive 19.

Mr. Darby: Yeah, that is what I would suggest.

Ms. Hill: Yeah.

Mr. Darby: So, they would receive 20, 20, 20 on the four categories and then 20 points for DMHB on price and 19 points for Grau.

Mr. Mills: That's exactly what I did.

Mr. Brown: It sounds like a plan.

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

Ms. Hill: Would DMHB be number one and Grau number two?

Mr. Brown: Right.

Mr. Mills: So, we need a motion to approve.

Mr. Pawelczyk: All you are doing is ranking DMHB as the number one ranked firm and Grau as number two, based on the point system that Mr. Darby outlined.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor accepting the ranking of DiBartolomeo, McBee, Hartley & Barnes as the number one ranked firm to provide auditing services and Grau & Associates number two was approved.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. LeBrun: If there are no further questions, we need a motion to adjourn.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Audit Committee meeting was adjourned at 1:36 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**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, **November 6, 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 Brown	Vice Chairman
Richard Bosseler	Assistant Secretary
Janice Hill	Assistant Secretary
Jerry Darby	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager
Rob Szozda	GMS
Michael Pawelczyk	District Counsel
Peter Armans (<i>via phone</i>)	District Engineer
Tom Harrison	BCA President
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mills called the meeting to order at 1:37 p.m. and Mr. LeBrun called the roll. The Pledge of Allegiance was recited. All Supervisors were present.

SECOND ORDER OF BUSINESS

Engineer's Report

Mr. Mills: Peter, are you on the phone?

Mr. Armans: Yes, I am.

Mr. Mills: Would you like to give us a report, please?

Mr. Armans: I don't have a particular report, but I'm here to respond to any questions that you have. We did get an email about an issue with the pavement and we provided our analysis of

that last week, where the pavement failed. That's the only item we have. If you have any questions for us, please let me know.

Mr. Darby: Peter, can you give us an assessment or review of your assessment of what happened to the pavement?

Mr. Armans: We haven't done a field visit but based on the pictures that we saw and what we've seen in other areas in the community, this type of failure could happen when there's not adequate base or generally in areas where you have a mix of that with a big swing in temperatures. I think from our experiences at Baytree, we've found a few locations where the roadway did not have enough base and we had a very similar failure in another area of Baytree as well. Sometimes that happens, if you don't have enough base below it, so it's a structural failure. It's not an issue of maintenance. It's more of an issue of original construction or the original structure itself.

Mr. Mills: Peter, we've had a lot of tractors and trailers in here recently, that have been loaded with roof tiles. With the blacktop being hot and they're applying their brakes, could that push the macadam at the stop sign?

Mr. Armans: It could potentially do that when you don't have enough black top, but the minimum design for a structure on a roadway, it should be able to withstand that. So given that it's a structural failure, to that extent, it could be attributed to a heavy truck, that basically put on a lot of force on the pavement and exceeded what the pavement was able to withstand.

Mr. Mills: Yeah.

Mr. Armans: But in theory, it should be able to withstand, a garbage truck, unless you have large semi-trucks that are moving furniture. Anything that's within the normal residential traffic, should be able to get through there without causing pavement deformation.

Mr. Mills: I hear what you're saying, Peter, but we had several semis recently in here, because a lot of people are replacing their roofs. The semis had roof tiles on the back of them, which makes it very heavy.

Mr. Armans: I got it. Yeah, that could be. Sometimes the original design wasn't supposed to handle that kind of loading. We could try to restrict that type of traffic.

Mr. Mills: It was the design.

Mr. Armans: But again, I think it's a really hard thing to do, for a community, given how frequent people need to replace their roof. Even if the answer is yes, are you trying to repave all

of your roads to make it thicker? Do you need a base, which is a huge cost or do you want to restrict access for heavy trucks? You can advise people who are changing their roofs, to ask the drivers of these trucks to drive really slowly, don't make sudden moves, but that's going to be hard to enforce.

Mr. Mills: Can't we just go ahead for now and patch there? Have them dig it up and increase the base?

Mr. Armans: Absolutely. I think that's probably the easier thing to do in general, just treat this, when something goes wrong, more of a reaction. There's not really a lot of proactive approach that you can take on this one, if it's originally not constructed adequately or it doesn't have enough space. So, wherever there is this type of issue, we recommend doing a full pavement replacement, where you don't just replace the blacktop. You dig it below and replace the base as well.

Mr. Brown: Isn't that what the guy, that is coming tomorrow, going to do?

Mr. LeBrun: Yeah. Asphalt 365 is coming onsite either Thursday or Friday, to evaluate it and send us a proposal. They are very responsive and provide a great price.

Ms. Hill: Good.

Mr. Mills: Jan, do you have anything to add?

Ms. Hill: No. I basically took the pictures and gave it to Jeremy and he handled it from there.

Mr. Mills: Okay, very good. Alright, moving along.

Mr. LeBrun: Thanks, Peter.

Mr. Mills: Thanks, Peter.

THIRD ORDER OF BUSINESS

Landscape Report

Mr. Mills: Our landscaper is not here. He said he was going to be.

FOURTH ORDER OF BUSINESS

Community Updates

A. Security

Mr. Mills: The security company is not here.

Mr. Brown: Just in case everybody doesn't know, the DSI Executive Supervisor, that was responsible for Baytree, quit. My understanding is the gentleman that's responsible for the Tampa Bay area, is now responsible for Baytree, until they find a replacement.

Mr. Mills: Oh wow.

Mr. Brown: His name is John. I don't think he's ever been out here. I have had a couple of emails with him. I did invite him, but I didn't expect him to be here.

B. BCA

Mr. Mills: Okay. BCA. Tom?

Resident (Tom Harrison, 669 Deerhurst Drive): Yeah. I'm substituting for Jackie. She sent me her comments. I don't know if you're aware, but the official BCA telephone number that she uses, had been hacked or compromised. She is suggesting that we use personal phone numbers for the time being. Fairway and webmaster have been apprised of what's going on here. It's being looked at right now. I just received that message a couple of hours ago.

Mr. Mills: Okay.

Resident (Tom Harrison, 669 Deerhurst Drive): So, if we're communicating, you should not open anything regarding the BCA Board or from BCA Board, myself included, I guess, although I don't think I've been hacked. Don't open it unless it's from the person itself. The next BCA Board meeting is on November 18th at 1:00 p.m. At that meeting, we're going to be voting on Mr. Paul Pankowski as Secretary to take Mr. Chas White's place, who I think most of you know, resigned because of business commitments. Jackie met with the VMs and AVMs to finalize the 2025 budget. I was not at that meeting, so I'm not sure. That's all she mentioned.

Mr. Brown: I was at it. It was fine. I received an extra \$100 for the holiday budget.

Resident (Tom Harrison, 669 Deerhurst Drive): Right. As part of the 2025 budget, the BCA will contribute \$1,600 to the annual holiday lighting project. Jackie wanted me to mention that the ARC has been doing a great job with all of the applications, variances and violations in our aging and changing community. So, that's duly noted. If you have anything for the newsletter, please get it to Maureen by November 21st, which happens to be my birthday. During the last two major hurricanes, something else we wanted to note, was that it looks like the community listened to our request to keep our gutters and drains cleared, so that water wouldn't accumulate, as there were no flooding issues.

Mr. Darby: I don't think so.

Resident (Tom Harrison, 669 Deerhurst Drive): Which was good news. Lastly, the BCA Board wishes to wish the CDD, a happy holiday.

Mr. Mills: Thank you.

Mr. Darby: Thank you.

Mr. Mills: What time is the meeting on the 18th?

Resident (Tom Harrison, 669 Deerhurst Drive): 1:00 p.m.

Mr. Darby: It's here. Right, Tom?

Resident (Tom Harrison, 669 Deerhurst Drive): Yep. Do you need a copy of the notes, by the way, for your records?

Mr. Mills: No.

Ms. Hill: Is there any word on when they're going to pick up the rest of the debris from the hurricanes?

Mr. Mills: I called the county on Monday and talked to the county Waste Management Division. I was told that this community is in the process of being picked up and if we haven't been picked up, it will be picked up soon. Baytree Drive has already been picked up and so has Kingswood and Turnberry. That entire area has been cleaned up.

Resident (Tom Harrison, 669 Deerhurst Drive): That's all I had.

C. Isles of Baytree

Mr. Mills: No one is here from Isles of Baytree (IOB).

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Approval of Minutes of the August 7, 2024 Board of Supervisors Meeting

Mr. Mills: The minutes were mailed out to us back in October. Were there any additions or corrections?

Mr. Darby: Yeah, I submitted mine previously.

Mr. LeBrun: Supervisor Darby submitted some electronic comments. Those have been incorporated.

Mr. Mills: We need a motion to approve the minutes.

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

SIXTH ORDER OF BUSINESS

Agenda

A. Acceptance of the Rankings of the Audit Committee Meeting and Authorizing Staff to Send a Notice of Intent to Award

Mr. Mills: We've already done that.

Mr. LeBrun: The Board needs to accept the ranking of the Audit Committee and authorize staff to send a notice of intent to award. The Audit Committee ranked DMHB as number one and Grau & Associates as number two, based on the established criteria. So, the Board is just accepting those rankings and authorizing staff to send out that award to the number one ranked firm.

On MOTION by Ms. Hill seconded by Mr. Brown with all in favor accepting the ranking of the Audit Committee to rank DiBartolomeo, McBee, Hartley & Barnes as the number one ranked firm to provide auditing services and Grau & Associates number two and authorizing staff to negotiate with the number one firm was approved.

B. Consideration of Resolution 2025-01 Amending the Fiscal Year 2024 Budget

Mr. Mills: Do you want to walk us through that resolution?

Mr. LeBrun: Yes. This one is similar to ones that the Board adopted in previous years. Resolution 2025-01 amends the budget for 2024. This action is necessary, if certain line items go over budget in their category. All this is doing, is memorializing staff action of balancing those line items, so if something was underspent, we're bringing that amount down. Items overspent were adjusted as well. The columns that are highlighted in black, show you the adjustments that were made. So, this resolution is memorializing those actions. We will also post this amended budget to our website, as well, as part of the requirement of the State Statute. I'm happy to take any questions on it. But if not, we just look for the Board to approve Resolution 2025-01, amending the Fiscal Year 2024 budget.

Mr. Mills: Are there any questions or comments?

Mr. Darby: I just have a general question, Jeremy. As you know, we had a lot of unanticipated expenses, but in future years, if we have an excess, can those funds then be allocated to reserves?

Mr. LeBrun: Sure. So, if there are any excess funds, usually we hold back about three months of operating funds at the end of the fiscal year. So, when assessments roll in, that's kind

of like the lean period and we always have an emergency fund. But yes, any excess funds, I believe the Board previously talked about placing into reserves. You also have the Disaster Fund that you added. So yes, any unused funds that stay within the CDD, don't go anywhere.

Mr. Darby: Okay.

Mr. Mills: Perfect.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor Resolution 2025-01 Amending the Fiscal Year 2024 Budget was adopted.

C. Discussion of Security Supervisor Compensation

Mr. Mills: Moving right along, next is the discussion of security supervisors' compensation. Rick?

Mr. Brown: At the last meeting we had asked Val to go back and get us some information about providing potential health insurance to Matt, the supervisor of our security force here. That came in at about \$20,000, for Matt and his family, which I don't think we can afford. However, I know that we increased the security guards 50 cents an hour and I propose that we increase Matt an additional \$1 an hour. Val also talked about bonuses that some communities provide, like holiday bonus checks to their security officers. We have four full-time guards and one part-time guard, so I recommend that we consider providing the full-time guards with a holiday bonus of \$250 and the part-time guard, a holiday bonus of \$100.

Mr. Mills: Is that including Matt?

Mr. Brown: That includes Matt. Matt would receive \$250.

Mr. Darby: What would the part-time rate be?

Mr. Brown: It would be \$100. We only have one part-time guard.

Mr. Mills: Okay.

Mr. Brown: It would basically be four times \$250, which is \$1,100.

Mr. Darby: Matt's total increase would be \$1.50?

Mr. Brown: He already received a 50-cent increase and I'm requesting an additional \$1.

Mr. Darby: Okay. So, it would be a total of \$1.50.

Mr. Brown: Correct. I just don't want him going anywhere else.

Mr. Darby: No.

Mr. LeBrun: Mike, I remember you mentioned something about bonuses.

Mr. Pawelczyk: Yeah. The District can't pay bonuses to employees, but you can amend the agreement with the security provider, to provide for those additional costs. I guess we can't really mandate how the security provider pays its employees, but we can put something in the agreement about how the money should be directed to the employees. We'll figure something out. Local governments aren't allowed to pay bonuses. It's not our employee, so that's the gray line.

Mr. Mills: Let me ask you a question. Can one of us give Matt an increase?

Mr. Pawelczyk: You can do whatever you want.

Mr. Mills: Then can the Board reimburse that individual?

Mr. Pawelczyk: No. I'm saying that we can still go through as you've directed. We'll just have to amend the agreement. We have to amend the agreement anyway to provide for the increase. We just amended it.

Mr. LeBrun: We did. If the Board is amenable, I can present this information to Valerie and say, "*Here's what the Board wants to do,*" have them send us the official dollar amount, we'll do an amendment to the agreement and then we'll stipulate that 100% of this needs to go directly to the employees.

Mr. Brown: Correct.

Mr. LeBrun: That way we'll have the dollar amount. We also need to know where the money is going to come from, because this was not budgeted. That would give us until the next meeting, if you guys want to figure out where this extra compensation is coming from.

Mr. Mills: Christmas lights.

Mr. LeBrun: Then you could approve it at the December meeting, if that would work. That would also let the Board think about where to pull the funds from.

Mr. Darby: Just out of curiosity, Rick, would DSI be adding their overhead onto this amount?

Mr. Brown: They shouldn't.

Mr. Darby: No, I know they shouldn't, but did Val mention anything?

Mr. Mills: The letter should state that.

Mr. Pawelczyk: Basically, they will add the overhead to the increase.

Mr. Mills: Yeah, but not to the bonus.

Mr. Pawelczyk: Not to the holiday payment.

Mr. Darby: I was referring specifically to the bonus.

Mr. Mills: Correct.

Mr. Darby: So, it would just be strictly a pass through.

Mr. Mills: Alright.

Mr. Pawelczyk: It counts in terms of a one-time holiday payment, because we don't want to be locked in to do it next year.

Mr. Mills: Right. Exactly.

Mr. LeBrun: I just want to make sure that I heard it correctly. So, it would be a \$1 an hour increase for Matt.

Mr. Brown: Yep.

Mr. LeBrun: \$250 extra compensation for a full-time employee and \$100 extra compensation for a part-time employee.

Mr. Brown: Right. But you can also indicate, it's a \$250 whatever you want to call it, for the four full-time guards and \$100 for the one part-time guard that we have.

Mr. Mills: Is the Board okay with that?

Mr. Darby: Yeah. Just to reiterate, Matt's total increase is \$1.50 though.

Mr. Brown: From my understanding.

Mr. LeBrun: Yeah. He already received that increase. Same as the other guards. I think the Board wanted to give him a little extra.

Mr. Darby: We did.

Mr. Pawelczyk: Would this be effective on December 1st?

Mr. Mills: January 1st.

Mr. Pawelczyk: The holiday payment would be made after that next meeting. That's why I said we can make the amendment that we prepare, retroactive to December.

Mr. Mills: Okay.

Mr. Pawelczyk: It's up to you. We'll just do it on January 1st. Actually, we'll just make it effective at your next meeting.

Ms. Hill: Yeah.

Mr. Darby: Which is December 4th.

Ms. Hill: Yeah, December 4th.

Mr. Mills: Yep.

Mr. Pawelczyk: No problem.

Mr. LeBrun: So, I'll reach out to Val at DSI and explain to her the Board's wishes. She'll send back information on the dollar amounts. I can distribute that and then we can take action at the December meeting.

Mr. Darby: Okay.

Mr. Mills: Do we need to have a motion on that?

Mr. LeBrun: No, I think staff has direction. We'll bring it back to the December meeting.

Mr. Mills: Alright, very good.

SEVENTH ORDER OF BUSINESS

CDD Action Items/Staff Reports

A. CDD Action Items

Mr. Mills: Okay, moving along, next are the CDD Action Items.

Mr. LeBrun: There are two items for tracking purposes. The first one we briefly discussed already, which was the crack in the pavement. Like I said earlier, Asphalt365 will do an onsite inspection tomorrow or Friday and provide a proposal. We did include Peter's recommendation to do a full repair, going down to the base, repairing the base and then doing the asphalt. We also have the fountain. Rob, I don't know if you wanted to give the latest on the fountain.

Mr. Szozda: Yeah. I got a date last week. Florida, Power & Light (FPL) is going to be out here on the 19th. There was some confusion between Eau Gallie and FPL. Eau Gallie thought that FPL would come and replace the cable from the transformer to the meter. They came out here unannounced, called me and said, "*Hey, Eau Gallie has to replace this.*" So, they called them back and re-established a date for that to happen. So, that's taking out the lights. The lights on the Palms are out because of that. Also, the fountains out in the back, the original fountain motor burned up because a leg was missing on the motor. The fountains now are repaired and put back in. They're the ones who told us that it had a bad leg. So unfortunately, it's going to be November 19th when this gets fixed.

Mr. Darby: This will fix it once and for all. Right, Rob?

Mr. Szozda: Yes.

Mr. Darby: It was going back and forth.

Mr. Szozda: I asked them to replace all three legs. There will be four replacements, so we don't have this issue.

Mr. Mills: All of the lights in the front have been repaired now, correct?

Mr. Szozda: We ran out of lights. We replaced 20 lights up front. There were a series of things that happened up there, including a lightning strike. It all started with power issues. They got the power fixed the first time, but had to disconnect online. Then the CVS lights came up. That was a power issue. They still had those Crepe Myrtles. They came back and got the Crepe Myrtles fixed. There are still three lights in the Crepe Myrtles that we need to replace. We can look at that. I'm going to say that a lot of the system was cobbled together. There's some poor installation. That's why some of these lights are lying on the ground. They have the junction box that looks like an electrical outlet box that's in the ground. Water's going to get in there. So, they have been fixing some of those as we go along, pulling the connection out of the ground and putting it in a stake. That way we should never have to face that issue again on some of these lights. Unfortunately, it's been a painful process, but we are near the end of it.

Mr. Mills: Okay.

Mr. Szozda: When they come out on the 19th, we'll get these last three lights on the front that need to be done. You can see the lights are now working on the front.

Mr. Mills: Okay, thanks. Are there any questions for Rob? Okay.

B. Additional Staff Reports

i. Attorney

Mr. Mills: Mike?

Mr. Pawelczyk: The only thing that I have is the ethics training. I hope everyone completed their ethics training.

Mr. Darby: Oh yeah.

Mr. Pawelczyk: But if you don't and you still need the link, just let Jeremy or I know and we'll send you the links to the videos.

Ms. Hill: Okay.

Mr. Pawelczyk: I just want to remind you, because I know you don't want to do that over the holidays. That's all I have.

Mr. Mills: Okay.

ii. District Manager

Mr. LeBrun: Outside of the Action Items List, we had the reminder on the ethics training that Mike just discussed. Just as a reminder, we started our new fiscal year in October. So, we're in our new fiscal year. There is nothing major to report, other than what we've already covered, but I'm happy to take any questions from the Board, if you have any.

Ms. Hill: Did you get the CDs that we were asking for?

Mr. LeBrun: I emailed you back with the chart. Actually, I think Jerry printed a copy of it.

Mr. Darby: Here it is.

Mr. LeBrun: Jan had requested some information. I didn't know if we discussed it, but I will send that out to all of the Board Members, a summary of the CDs and the maturity schedule.

Ms. Hill: Jackie was going to explain to us how Bank United would be covering...

Mr. LeBrun: Yeah. The email that you probably hadn't seen yet, has a statement at the bottom. I'll send it out to everybody, so everybody has that.

Mr. Mills: That would be good.

Ms. Hill: One of my thoughts was, we have that six-month CD coming due in February. When we get to that point, we might want to move that money to Truist. That way we don't have to worry about that. We know we're covered. Because as interest accumulates, you're going to keep pushing that envelope.

Mr. LeBrun: I can make a note to bring that up.

Ms. Hill: Okay.

Mr. Darby: Jeremy, just out of curiosity, when do you recognize the interest income? Is it accrued or is it when it's paid?

Mr. LeBrun: I'll have to double check with accounting. I'm not sure exactly when they actually realize that. The estimation of it will be reflected in the revenue section of the budget.

Mr. Mills: Is that it, Jeremy?

Mr. LeBrun: Yeah, that's all I have, unless there are any other questions.

iii. Field Manager

1. Consideration of Painting Proposals

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

Mr. Szozda: Okay. I am just going to cover a few more things. At the back gate, we found out one day that the entrance gate was dragging. That has since been repaired. It was fairly expensive. While they were out here, ACT inspected the exit gate and showed us where part of that 4x4, has now eroded away. Rick, you noted how expensive it was, so I inquired and they sent back a response. They said that they made a mistake on the first estimate. So, the first one we got a deal on and the second one is going to simply be more expensive. The Board can decide whether to get other bids or go with them for the replacement.

Mr. Brown: Are there other companies that can do that work? I was under the impression that ACT was kind of the end all and be all.

Mr. Szozda: That's the only one.

Mr. LeBrun: You previously had Floor to Door Control (FTC), but you guys got rid of them, because you were unhappy with their service. We had them in another District that was not happy with them either. There are other vendors that we could check with.

Mr. Mills: I would recommend it.

Mr. Brown: Yeah, if it's not a big deal, they nickel and dime us to death. Okay. If you look at their invoices, they charge \$195 for the first hour and then additional labor with a dollar amount, but it doesn't say how many hours. While they were redoing that gate, I drove out at least three or four times and each time I drove out, I didn't see the guy. So, I don't know what he was doing, but I know I'm paying him for whatever he was or wasn't doing. It just bothers me.

Mr. Mills: I went out one time and one guy was working and the other guy was standing there with his hands on his hips. Would it not benefit us as a Board, to have all of our invoices from all of our vendors, itemized as to the number of hours that were dedicated? Because we're not getting that now. I think the wise thing for us to do, is to have all these invoices itemized as specific as they can get.

Ms. Hill: Because you don't know.

Mr. Mills: Exactly.

Mr. Szozda: They charge for parts and labor.

Mr. Mills: Yes, but it took six hours to remove the post and another hour to reconnect it.

Mr. Szozda: I think it's because they have slow workers or whatever they have, but yeah, I think we put in the request.

Mr. Brown: There are slow workers that we're paying \$195 an hour.

Mr. Szozda: They did give additional details on the labor hours, day-by-day, who was there and whatnot. So, at least we have that to compare it to.

Mr. Brown: Okay.

Mr. LeBrun: On the front end, when we ask for a proposal, we can also make that request upfront.

Mr. Mills: Would it not behoove us to also give a purchase order to a vendor? In other words, when the Board approves something, you as GMS, issue a purchase order to that vendor and have it coded. That way it keeps the record keeping straight.

Mr. LeBrun: They are coded, based on the fund line.

Mr. Mills: But who directs that?

Mr. LeBrun: Our accounting team is the one that would code it. When an invoice comes in and it's for landscaping, if it's for an irrigation repair, it would be coded to that irrigation line. If it's something so it would get put where it's supposed to go based on the budget, that's something that the accounting staff does. They're putting them in those categories that tracks it. So, that's already being done, as part of governmental accounting, in those specific line items.

Mr. Mills: Okay.

Mr. LeBrun: When I get a proposal, we can certainly ask for a very detailed accounting, if they want our business.

Mr. Mills: Exactly.

Mr. Brown: Do you remember how much the quote was for that second gate?

Mr. Szozda: I just received it. It's \$6,700.

Mr. Mills: I know those posts go into the ground, pretty deep.

Mr. Szozda: Yeah. I think you saw it on the back side of the gate.

Mr. Mills: I saw it. That gate's going to break anyway.

Mr. Szozda: This is a more robust gate post than the previous one.

Mr. Mills: Yeah, the previous one was an eighth of an inch thick and this one's a quarter of an inch thick.

Mr. LeBrun: I had this discussion last time, but the gate has been there for 30 years.

Mr. Mills: Since 1994.

Mr. LeBrun: We are getting to the point of where some of those items need to be replaced, unfortunately. But like I said, we're preparing for that with the assessment increase and Disaster Fund.

Mr. Mills: Well, according to the guy that I talked to, he said this post will last for 50 years.

Mr. Szozda: In addition to that, the exit gate one day, just fell off and it ripped out the LED light. At the same time, one night, both gate arms fell off. When I picked up one gate arm and put it back on, it was actually split in half. They just sent me an estimate, which I received yesterday. A new gate arm and LED light, was \$1,247. Basically, they're going to replace the old one. I assume they're going to take the LED light on the broken one and put it back on the gate. I did buy the front gate arm from a separate company. They're basically about the same price. I wouldn't be afraid to approve this one. So, any issues, Rick, with that?

Mr. Brown: Nope.

Mr. Szozda: I'll show it to you. As far as the security gates, that's all I'm aware of right now. It's kind of in disarray.

Mr. Mills: So, are we going to move forward in getting that replaced?

Mr. Szozda: The new gate arm? Yeah. It's \$1,200.

Mr. Mills: How about the post?

Mr. Szozda: I'm going to get another bid.

Mr. Brown: That's fine. Do you want to go ahead and just bite the bullet and get it done?

Mr. Mills: We're going to have to do it sooner or later.

Mr. Brown: Well, \$6,700 doesn't frighten me as much as I thought it was going to cost.

Mr. Szozda: Okay. Rick, I'll wait for feedback from you and then we'll move forward from there.

Mr. LeBrun: Just to double check, I just want to make sure I have it down in my notes. Is there Board consensus to move forward with the gate arm and iron post gate repairs? Is the Board okay with moving forward with both of these projects?

Mr. Brown: Yeah.

Mr. Darby: Yes.

Mr. LeBrun: Okay.

Mr. Mills: Rob, are we keeping track of when the gate arms are knocked off and are looking at the cameras to find out who did it?

Mr. LeBrun: Yes.

Mr. Szozda: We knew in both cases, there was a trailer or something like that. I thought one fell off, but it just stopped working. Matt said, "*Yeah, I was watching the camera.*" I'm not sure what happened there. We should be putting new nuts and bolts on them. They dropped off a bunch when they came to give the estimate.

Mr. Mills: So, did they charge us \$50 to do that?

Mr. Darby: That's for free. Travel time cost \$500.

Mr. Mills: Yeah, exactly.

Mr. Szozda: For the painting, we ended up with four different bids. The first one was too expensive, but when we got two more, they were cheaper. One I found on my own. They did work out here previously, but that was the most expensive one. Richard gave me two, which were competitive and then Mel told me about the one who did his house, which was Integrity. That was the cheapest. In looking at all of the bids, it looks like Integrity has a good process. The one that was second cheapest, is still not the best competitive. So, we'll wait for feedback.

Ms. Hill: It makes sense to get the best paint we can, because the labor is your biggest cost there.

Mr. Darby: I think that's what he quoted.

Mr. Brown: It said Sherwin Williams.

Mr. Darby: Sherwin Williams, Latitude.

Mr. Szozda: Richard, can I get feedback from you?

Mr. Bosseler: Yeah. I just want to ask the Board if we can move forward with this painting project. I just looked at the one that Mel gave us and I don't see anything wrong with this one for \$5,400.

Mr. Mills: Yeah.

Mr. Darby: I agree with you, Richard. Latitude, if I recall correctly, is a pretty good paint from Sherwin Williams.

Mr. Mills: That's what I used on my house.

Mr. Darby: Do you need a motion?

Mr. LeBrun: This is an unbudgeted expense and we just need to figure out where we would want to pull this money from. In the budget, you have the pool maintenance line item and the Beautification Fund. I just wanted to have that conversation about where we're going to pull this money from, because I don't want to be us to be in trouble at the end of the year.

Mr. Mills: Richard, could we wait for another year?

Mr. Bosseler: I looked at it last week. We could wait another year.

Mr. Mills: I would recommend that's what we do.

Mr. LeBrun: Our budget workshop is in March and at that time, we look at those different expenses and talk about it then.

Mr. Brown: Yeah. I mean, as we go through the fiscal year, if we're three quarters through and we have sufficient excess funds, because we're having a good year, there's no reason why we couldn't step it up.

Mr. Darby: Right.

Mr. Mills: I don't know if we've done this in the past, but when we ask people for quotes, if we don't use them, we should send them a note saying, *"Thank you for your proposal."*

Mr. Szozda: I will send one off to them. One called me last week and I told them that I needed to go to the Board meeting.

Mr. Mills: With Integrity, ask him if he'll hold this price for six months.

Mr. Szozda: Okay.

Mr. Mills: Of course, I know that's going to depend on paint prices as well.

Mr. Darby: Yeah.

Mr. Mills: Of course, after today, prices will come down.

Mr. Szozda: I'm sorry, I need to back up to security, to discuss two things. Now, we are probably down to 75 transponders. Jeremy, that box gave me, had 250, at one time, but not a lot of people buy transponders. There have been days where I've had 12 people buy transponders. But another phenomenon has been happening, is that I've had at least two, maybe four people, come back and say, *"Hey, I need a new transponder, because it's working at the front gate, but not at the back gate."* I sent a note to Guardian. They came out here to run a diagnostic and I haven't had that problem again. The other thing is, I had to buy 20 of the headlamp ones, because the transponders aren't working inside of new cars that had UV protection. They were a little more expensive, but I did order 20. I think I've issued two or three. So, that's just an

expense. At \$25 each, if we order 50 at a time, we could collect the money afterwards. There were only two or three that have not been working, otherwise, they have been working. So, that's an issue I'm trying to resolve with the transponders. I did hear about an issue with a sidewalk this morning. Since the last meeting, I think we repaired five, maybe six spots. We did call about once a month. The last item was on fire ants. In the past, the Board authorized us to treat it. If we treat one ant hill, it's best to treat the entire area, so they don't come back.

Mr. Bosseler: There are fire ants along Baytree Drive, along the sidewalk. There are four or five mounds.

Mr. Mills: Rob, couldn't US Lawns mix in the fire ant chemical when they fertilize?

Mr. Szozda: The first time that I had fire ants, I went to them and they said it was an extra charge for them to specifically treat fire ants, but I'll check. I was supposed to tour with Josh last week. I'll see what they can do. I think that's it. Oh, I'm sorry, one of the control boards went out on a pool heater. It's past its warranty.

Mr. Mills: Of course.

Mr. Szozda: When the guy came out, I said, "*Hey, just go ahead and replace it.*" So, I'm going to get a bid for that. I can't imagine that it would be too expensive. The power washing is done. They told me today that everything is done. At one time we talked about raising all of the equipment at the pool, because it floods back there. Have you guys heard that before? Do we want to get an estimate to get all of that raised up.

Mr. Mills: It wouldn't hurt to get an estimate.

Mr. Szozda: Okay.

Mr. Darby: Has it been an issue? Have we lost equipment as a result of that?

Mr. Szozda: It floods back there regularly. It flooded during the hurricanes.

Mr. Mills: Better be safe than sorry, I guess.

Mr. Szozda: There's a sump pump in the one area, which could help. Okay, we'll see what we can do. I think that's it.

Mr. Mills: A resident sent me a picture of a sign that she saw in a community and I just told her that I'd bring it up to the Board. It says, "*Your GPS is wrong. Use the Hollywood entry.*" Do we want to put a sign on the back gate saying that?

Mr. Brown: Well, we have three signs.

Ms. Hill: We have a sign that provides a QR code.

Mr. Mills: I know, but a lot of older people don't know how to read that QR code.

Mr. Szozda: I'm back there every Monday. When they're trying to come in, they're backing up. I have yet to see a big problem with it. They are golfers trying to get in.

Mr. Darby: Yeah.

Mr. LeBrun: Well, we can get a quote for a sign for whatever the Board would like it to say. I'm not sure what it should say.

Mr. Mills: I'll show it to you. Basically, it would just say, "*Your GPS is wrong. Please use Wickham Road entry.*"

Mr. Szozda: Okay. I did replace a few of the signs, including the resident only sign on the back gate.

Mr. Darby: I appreciate that.

Mr. Szozda: If there's anything else specifically, let me know.

Mr. Darby: They look great. Thanks.

Mr. Mills: The QR code is good for the young people, but for the older people, it's not, unfortunately. Alright. Is that it, Rob?

Mr. Szozda: Yeah.

EIGHTH ORDER OF BUSINESS

Treasurer's Report

A. Consideration of Check Register

Mr. Mills: We'll move to the Treasurer's Report.

Mr. LeBrun: Alright. I'll go through the Check Register. Since we did not have a meeting last month, it is a little more expanded than usual. They are from July 1st through September 30th. From the General Fund, we have Checks #876 through #926, Checks #927 through #930 from Truist and Checks #001 through #013 from Bank United, in the total amount of \$316,370.13. From July through September, there was the movement of funds into the CDs, which the Board approved. So those are listed there as well. Then you also have your payroll funds from the July and the August Board meetings. Those are Checks #50670 through #50679. The total amount of the Check Register is \$359,944.13. Behind that you have your line-by-line register that details those checks.

Mr. Mills: Excuse me, was there any discussion from Truist on why we were leaving them?

Mr. LeBrun: No. We just let them know what we were looking for. Of course, we have one of the most advantageous interest rates and terms and you have a relationship with them. They don't want to burn any bridges either. I'm happy to take any questions on the Check Register. If not, we'll just look for a motion to approve it.

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor the Check Register for July 1, 2024 through September 30, 2024 in the amount of \$359,944.13 was approved.

Mr. Mills: I have a question for Rob, regarding the checks. There was an invoice from Eau Gallie Electric to replace a GFI for \$350.

Mr. Szozda: That seems high.

Mr. Mills: That's very high.

Mr. Szozda: Yeah.

Mr. Mills: You can go to the hardware store and buy those for \$8.

Mr. Brown: Yeah, this was a special one.

Mr. Mills: Yeah, right.

Mr. Szozda: They were never out here specifically for the GFI.

Mr. Mills: That's the only invoice. It was dated 8/27/24 and was Invoice #W38858.

Mr. LeBrun: They might have had to replace a conduit. I don't think it was just replacing like an outlet. But we'll make sure that, you know, it was not just that.

Mr. Szozda: I'll hold onto this and see. That was in the time frame when the entrance was a problem.

Mr. Mills: I don't mean to be a horse's butt, but we need to get a hold on these expenses. We really truly do, but if we're getting gouged, we need to know and correct it. Are there any comments or questions?

Mr. Bosseler: No. I agree. When people see the name, "*Baytree*," the price goes up.

Mr. Mills: It's like the health care industry.

Mr. Szozda: It was \$6,249 for the back gate.

Mr. Mills: That's ridiculous.

Mr. LeBrun: Yeah. As Rob said, we'll double check that one, because the Check Register has a one-line summary.

Mr. Mills: Couldn't we get a contractor to take the post off? All you have to do is lift the gate off, set it to the side like they did, dig the damn post out and put a new post in. Couldn't a regular contractor do that?

Mr. Szozda: Possibly. I know if it was me running the company, I'd say do the whole thing, but do they want to warrant somebody else's post? That may be an issue.

Mr. Brown: That's true. I've been in that situation.

Mr. Mills: Okay.

Mr. LeBrun: There's also welding involved on that.

Mr. Szozda: They set the post and weld the hinges back onto the new post.

Mr. Mills: Okay. Just a thought.

Mr. Szozda: Yeah. For this one in particular, now that I'm seeing it again, the vendor is going straighten it up and then he has to re-weld it. That's one of the additional costs.

Mr. Mills: Are they going to paint it black?

Mr. Szozda: Yeah.

Mr. Mills: Okay.

Mr. LeBrun: Just to add on to that, I have seen where, if you have one person do the post and another person do this, if something goes wrong, then they're finger pointing and you have warranty issues. So that's the only thing I've seen kind of go wrong when you start piecing together some projects.

Mr. Mills: I'm convinced.

B. Balance Sheet and Income Statement

This item was not discussed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Mills: Supervisor's Requests. Richard?

Mr. Bosseler: Okay, back to the Check Register. On page three, I need some clarification on the invoice for Coverall North America. There were deep cleanings for the construction and security offices and weekly trash pickup of \$150. Does the guardhouse get cleaned on a weekly basis?

Mr. Szozda: Yes. That's in the contract.

Mr. Bosseler: Okay, so that's \$200 for the month?

Mr. Szozda: Yes.

Mr. Bosseler: Okay. It's not weekly. It's monthly.

Mr. Szozda: Yeah.

Mr. Bosseler: Okay. Then down on the next page, weekly trash pickup is \$150 for the month.

Mr. Szozda: Yes. They do the front entrance and walk to Wickham Road to pick up trash.

Mr. Bosseler: Yeah I just assume get rid of that, as we were going to try it for four or six months. I pick up trash when I walk the dog. Usually, there is just a can or a bottle.

Mr. Szozda: That's great. I'd encourage everyone to pick up trash.

Mr. Bosseler: So, Jeremy, could you find out when we said we would keep that length of time?

Mr. LeBrun: Yeah. I don't recall, but I'll go back and see if I can find it. So, are you saying to remove the weekly trash pickup along the main boulevard?

Mr. Bosseler: Yeah, from the guard gate. Now that I have my dog, I have a new responsibility, but it's an old dog.

Mr. Mills: Rick?

Mr. Brown: Yeah, I have a couple of things. Is there any update on the audio to the pool?

Mr. Szozda: Frank's been here twice and he put in a new modem, but we haven't seen him since. That was about two weeks ago.

Mr. Mills: We still have no audio?

Mr. Szozda: No.

Mr. Mills: I ran into a gentleman last Saturday at a golf tournament, who was experienced in this and I told him about the issues that we were having. That's exactly what he does. He says there is absolutely no problem whatsoever. I have his card and as soon as I get home, I'll email you his name and phone number.

Mr. Brown: Okay, good. The second item I have, is I had a discussion with Jeremy on some of these invoices. I had a specific look at Dewberry's invoice for the annual Engineering Report, that takes them about 28 hours to do and it costs us about \$3,500. We do it every year. There's no requirement that we do it every year, but we have done it every year because it's given us some insight into the lake bank restoration requirements. Jeremy, for our next meeting, could

Peter give us a rundown of what they found in the 2024 Engineering Report that was different from the 2023 annual report, that needs to be brought to our attention? Because if it's minimal stuff, then maybe we don't have to do this every year and maybe do one every other year. Then we could spend the \$3,500 on holiday lights or something else.

Ms. Hill: Maybe we get holiday lights every other year.

Mr. Pawelczyk: I remember there were some things that passed in the legislature, where we had to do a five-year report.

Mr. LeBrun: The five-year Stormwater Report. That's a different one.

Mr. Brown: I understand that.

Mr. Pawelczyk: When we were paying the bonds off, the bond documents required a report.

Mr. Brown: Right, but we don't have any bonds anymore. So, I'm just wondering, if there's value to the report, that's one thing, but if it's the same information in the 2024 report, that was in the 2023 report, that doesn't raise any red flags, why are we doing it every year?

Mr. LeBrun: Yeah, so I can speak to that. Last year's report and this year's report, had a lot of differences. In last year's report, we took what they found, like erosion at stormwater structures or if something was missing the grate. So, they will find those type of items that are more like engineering related, such as the storm drain system and how it functions.

Mr. Brown: Right.

Mr. LeBrun: So, we'll take that data and then we'll make repairs based on what the engineer finds. For example, the 2023 report identified some erosion areas, that Lake Bank Restoration, Mr. Bill Anderson, repaired. That is part of it. There are a couple of control stormwater structures that were cleaned out and re-sodded. So, there were a lot of things from that report. Then in the newest report, those issues were taken care of. So, they will identify something else that deteriorated over the last year. But no, the Board does not have to do that. Usually in the Spring, is when the Board decides to have that report. It's already budgeted and you underspent in the engineering category by 50%. So, it's already in there. But no, there is no requirement as Mike mentioned, that you have to do this report. It could be every other year. So really it's up to the Board if they want to go through with it in the Summer of 2025.

Mr. Brown: Okay. Maybe it's something that we can put on the agenda in the Springtime.

Mr. LeBrun: The March workshop is a good time.

Mr. Brown: Okay. That's a great idea. Matt asked me to bring this up and I'm going to pass this along to Maureen. A lot of people, coming in at night at the front gate, turn their bright lights on for some reason and the guards can't see, because apparently the lights are shining right into their face and they have to come out of the guard house. So, they're a little concerned, that some people may be going a little bit too quickly. So, I told Matt that I would bring it up, but I'm going to pass it along to Maureen to put it into the newsletter, to remind residents when they're coming in at night, to make sure their brights are not on.

Ms. Hill: When you're coming into that gate at night, it's dark around there and I noticed that our bright lights come on automatically.

Mr. Mills: Yeah, a lot of people have the automatic lights and as soon as I come in, they go on high beam.

Ms. Hill: Yeah. So, it just goes on automatically, unless you override it.

Mr. Brown: Better living through technology.

Ms. Hill: Yeah.

Mr. Brown: My last request, is there any possibility that we can change the date of the January workshop? I know we changed it from the 7th to the 14th, but I now have plans on the 14th. If we can change it, I would appreciate it if we can change it to the 21st, but if we can't, then keep it the way it is and I just won't be there.

Mr. Darby: I'm good on the 21st.

Mr. Mills: I am, as of now.

Mr. Darby: Yeah.

Mr. Mills: How are you, Richard? Are you good?

Mr. Bosseler: I'm good.

Mr. Mills: How about you, Jan?

Ms. Hill: It looks like I can do it.

Mr. Mills: Alright, let's move it. While we're talking about that, Rob, we always had the back gate board with the meeting dates on it. There's been nothing on that board.

Ms. Hill: Right.

Mr. Szozda: I need to order more letters. I had to put 1-30 for the time. It was the best that I could do.

Mr. Mills: Where the heck did they go?

Mr. Szozda: I need to go through that.

Ms. Hill: Paula used to have all of the letters.

Mr. Szozda: I think she took all of hers away.

Mr. LeBrun: Yeah, there was a whole, "*These are our letters.*"

Mr. Szozda: She made me give them all back.

Mr. Darby: Let's just order some.

Mr. Szozda: I'm going to order some.

Mr. Brown: I think Matt has two boxes of letters.

Mr. Mills: Another thing is, we used to have a saying up there, like "*Happy Holidays*" or "*Welcome Spring*", something like that.

Mr. Szozda: I had "*Have a Great Day*" and someone from the HOA put up a new sign and then never put it back.

Mr. Mills: Well, you aren't aware, but on the right-hand side, that is the BCA's board, coming in the front gate. The left-hand side is the CDD's board and the back gate is the CDD's board.

Mr. Szozda: Yeah. So, somebody jumps in there, puts stuff on it. I don't know who it is.

Mr. LeBrun: Yeah. I can put anything up on the front board.

Mr. Brown: Check with Matt. I think he has all kinds of letters.

Mr. Szozda: Okay.

Mr. Brown: He has a whole menagerie of different size letters.

Mr. Szozda: It can't be that expensive to order new ones.

Mr. LeBrun: No.

Mr. Mills: Okay. Anything else, Rick?

Mr. Brown: That'll do it. Thank you.

Mr. Mills: Alright, Jan?

Ms. Hill: I'm good.

Mr. Mills: You're next Jerry.

Mr. Darby: I just have two things, while we're talking notices, who and how does the meeting notice get communicated to the front gate, because we had the notice for a prior meeting up for weeks and this one came up kind of late. Does somebody have to tell Matt?

Mr. LeBrun: Usually I try to send Matt a reminder about seven to 10 days out, to put up the new meeting notice.

Mr. Darby: Do you have to send a reminder to take down the old one?

Mr. LeBrun: No, but I can send a reminder to remove it.

Mr. Darby: Yeah, I mean, it's just one of those things. It looks kind of stupid, that a month afterwards, it's still posted.

Mr. Mills: The problem is Matt won't be there right now.

Mr. Darby: Oh, no, no, no.

Mr. LeBrun: Usually, we'll inform him the next day.

Mr. Darby: Rob, when FPL comes out on the 19th, can you look at the light at the back gate that looks like it's decapitated?

Mr. Brown: It's not on our property.

Mr. Darby: But it's an FPL light. Right?

Mr. Mills: Yes.

Mr. LeBrun: I already reported it through the FPL portal, so it's in the system. We have four right now that are actually still in status. I track those.

Mr. Darby: I mean, while the guys are here.

Mr. Mills: Just tell them that the hurricane knocked it off. That will get it moved to the front of their schedule.

Mr. Darby: Okay. That's it.

Mr. Brown: Do you have some items to discuss, Mel?

Mr. Mills: I do. I would like for Jeremy and Rob to explain what their positions and responsibilities are, so that we as a Board know who to go to when we have issues. So, Jeremy, I'm going to start with you, if you don't mind.

Mr. LeBrun: Sure. GMS is your Management Company and I'm your assigned District Manager. So, a lot of things that I'm personally responsible for, is compliance with all of the State Statutes that the CDD has to be compliant with, pertaining to meeting minutes, records of proceedings, public records and complying with all of that. Usually, the District Manager works with other professional staff, to carry out the Board's wishes, whether it be agreements or contracts, working with the county and the State, if there are issues. Usually, I'm the first layer of contact for that. We liaison with the Board and other governmental entities. As part of that, we

do all the back-room type accounting and prepare agenda packages. That's the role that the District Manager has. Usually, I'm the first contact for residents, if they have issues or problems. Of course they can go to you, but we always try to direct them to the District Manager first, to handle any resident concerns or questions. We also maintain the assessment roll, assessments, things like that. If there are contracts and agreements, the District Manager is the one that goes through those, if District Counsel says they're ready for the Board to review and act on. We handle all of the public meeting notices, requirements for all of the meetings, elections, things of that nature. So, I'm kind of, I guess the high-level staff assigned to you. The Field Manager is more like your onsite, boots on the ground. If I'm overseeing the contract, agreement, creation, execution, the Field Manager is onsite, making sure that the grass is being attended to as the contract specified. There are actually boots on the ground, performing the site visits. They're seeing that the contracts are executed and carried out. The Field Manager gathers proposals, reviews the proposals and makes recommendations. It's more of a hands on, onsite person. Luckily I live in the area. I actually visit Baytree a lot. Some of my other Districts, I make it there once or twice a month, depending on what's going on. We kind of work as a team. Like for example, the FPL streetlight outages. In some Districts, the Field Manager handles those types of issues. I just take care of those. I get with Jason and just help out, as much as I can. So those are the differences. Rob is more of hands-on, onsite with the contractors, performing the work, whereas the District Manager is overseeing the creation, execution and compliance part of it. Also like I said, I'm usually the first contact for residents of the District.

Mr. Mills: So, let me understand this for the Board as well. We pay \$32,000 a year for Rob, just to oversee work getting done.

Mr. LeBrun: He does the weekly site visits.

Mr. Mills: Once a week.

Mr. LeBrun: Once a week, half a day. He's the one that's ensuring compliance of those visits from the contractors who are performing the work, following up with them, ensuring that they are doing their job. The Field Manager is different. I don't know if this is where you're thinking, but some communities, actually have a maintenance person or staff or company that does maintenance work. That's a little separate. We'll do as much as we can when we're onsite, but there are limitations of what we are allowed to do. Certification-wise, we're picking up trash or if a fire ant hill or sprinkler head needed to be replaced, little things like that. But once you hit

a certain other level of maintenance type items, that's a separate sort of skill set, that the Field Manager might not necessarily carry out, such as repairs of extensive nature. But anything we can do to help, we will do so, up to our limitations, as where our job descriptions allow us to.

Mr. Szozda: I'm here every Monday, but at least once or twice a month, I'm here on another day to oversee the maintenance crew or Eau Gallie. If there's an issue, we try to resolve it as fast as we can. Unfortunately, not everything will be resolved right away. I have no problem doing something within my skill set. It makes sense, but we also have a maintenance crew that we rely on to do the maintenance work, to make us available to do our professional job. I think I've had our crew out here, grinding sidewalks. Often it's cheaper to do that than to get bids. They are reasonably price maintenance people. They also repaired the floor. So, what I try to do, is if I'm calling them out, I want to make sure that I have enough work for at least a half day. They did the chairs and cleaned out the storage shed, just like the yard shack in the back. So, they came, they pulled off all the material and hauled it to the dump. Whatever I can do, I'll do.

Mr. LeBrun: Also, just to add on to that, a lot of times, Rob is there once a week, at a minimum and sometimes more. A lot of the work is done like outside of those bids, whether there are calls or emails or setting things up. I know for example, a small part of my job, is attending a one-to-two-hour meeting for Baytree. This is a very tiny part of just the day-to-day behind-the-scenes operational type items. So, that's also going on in the background that isn't always visible.

Mr. Mills: Well, I was just thinking, at some point, maybe we as a Board should think about hiring or put under contract, a maintenance individual who can do light things. For example, we paid Eau Gallie \$3,000 to repair lights and we could have had someone who was handyman, to do those types of jobs. We might want to look at that.

Mr. Szozda: Eau Gallie is a licensed electrician and you needed an electrician for the lights. But the rest of the stuff, all of the non-electrical stuff, we have people that we can call in. We talk about trying to keep the place clean.

Mr. LeBrun: Some of those handyman services, won't do any maintenance that requires a certification of some sort. They will do, you know, the light kind of work, but if it entails electricity, plumbing, our maintenance crew doesn't do any of that type of work.

Mr. Mills: Okay. I have nothing else.

TENTH ORDER OF BUSINESS

Public Comment Period

Mr. Mills: Public comments. Do you have anything, Tom?

Resident (Tom Harrison, 669 Deerhurst Drive): Nope.

Mr. Brown: Jeremy, can you just give us an update on your lack of success with the golf course?

Mr. LeBrun: At the last meeting, the Board authorized me to mail out the letter regarding the weeds that were aligning the portion of property that we don't really have any oversight over. It was mailed out, but I did not receive a response.

Mr. Brown: You probably won't.

Mr. LeBrun: Yeah. So, I have not had any feedback from the golf course on the portions that they maintained with those weeds that had grown. I remember the last time we were here; they had sprayed this area pretty heavily.

Mr. Mills: Alright, hearing no other comments, we need a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VII

SECTION A

November 12, 2024

Baytree Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Baytree Community Development District, (“the District”) for the fiscal year ended September 30, 2024 and with an option for four (4) additional annual renewals for fiscal years ended 2025, 2026, 2027 and 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund (general fund, debt service fund, capital projects fund), and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2024, 2025, 2026, 2027 and 2028. In addition, we will examine the District’s compliance with the requirements of Section 218.415 Florida Statutes in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management’s Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Baytree Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis. Provided that such information and any necessary feedback is provided on a timely basis, we will submit a preliminary draft audit report for your review no later than May 15 following the fiscal year for which the audit is conducted, and will submit a final audit report for your review no later than June 15 following the fiscal year for which the audit is conducted.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fees for these services are not to exceed \$3,200 for the year ending 2024, \$3,350 for year ending 2025, \$3,500 for year ending 2026, \$3,650 for year ending 2027 and \$3,800 for the year ending, 2028, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801, or recordrequest@gmscfl.com, phone: (407) 841-5524.

Reporting

We will issue a written report upon completion of our audit of Baytree Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.


We appreciate the opportunity to be of service to Baytree Community Development District and believe this letter accurately summarizes the terms of our engagement, and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between DiBartolomeo, McBee, Hartley & Barnes and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Baytree Community Development District.

Signature: 

Title: Assistant Treasurer

Date: 11/13/2024

SECTION B

FIFTH AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES

This Fifth Amendment to the Agreement for Security Services (the “Amendment”) is made and entered into as of the 4th day of December, 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, and as further amended by the Second Amendment to Agreement for Security Services, dated October 1, 2022, the Third Amendment to Agreement for Security Services, dated October 1, 2023, and the Fourth Amendment to Security Services Agreement, dated October 1, 2024 (collectively, the “Agreement”); and

WHEREAS, the District desires to adjust the 2024 Pricing Adjustment Schedule, effective December 5, 2024, as provided in Section 2 of this Amendment; 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. Section 4 of the Agreement, entitled “Fees” is hereby amended, in part, to revise the 2024 Fee Adjustment Schedule, effective December 5, 2024, as follows:

The Site Supervisor's Wage Proposed is increased from \$20.73 to \$22.23, Proposed Billing Rate is increased from \$26.28 to \$26.65, and the OT/Hol Billing Rate is increased from \$39.42 to \$____. Total increase for the fiscal year equals \$3,232.32.

For the services of the five (5) individuals regularly providing services to the District under the Agreement, the District will make a one-time payment of \$650.00 to Contractor, which amount shall be dispersed by Contractor prior to December 25, 2024, as follows:

Site Supervisor \$250.00

Four (4) Gate Officers \$100.00 each

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

Section 4. Upon execution by the both parties, this Amendment shall be effective December 5, 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: _____

Eddie Sorrells, President

Printed Name: _____

Date: _____, 2024

SECTION C

**Baytree
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2023

Baytree Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Baytree Community Development District
Brevard County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Baytree Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Baytree Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
Baytree Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

To the Board of Supervisors
Baytree Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated April 5, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Baytree Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 5, 2024

Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

Management's discussion and analysis of Baytree Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and physical environment.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's total assets exceeded total liabilities by \$6,419,051 (net position). Net investment in capital assets was \$5,899,121 and unrestricted net position was \$519,930.
- ◆ Governmental activities revenues totaled \$1,057,065 while governmental activities expenses totaled \$1,239,955.

**Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 549,800	\$ 649,115
Capital assets, net	<u>5,899,121</u>	<u>5,985,944</u>
Total Assets	<u>6,448,921</u>	<u>6,635,059</u>
Current liabilities	<u>29,870</u>	<u>33,118</u>
Net investment in capital assets	5,899,121	5,985,944
Net position - unrestricted	<u>519,930</u>	<u>615,997</u>
Total Net Position	<u><u>\$ 6,419,051</u></u>	<u><u>\$ 6,601,941</u></u>

The decrease in current assets is related to the decrease in cash caused by expenditures exceeding revenues at the fund level in the current year.

The decrease in capital assets is related to depreciation in the current year.

**Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2023	2022
Program Revenues		
Charges for services	\$ 1,000,648	\$ 908,339
General Revenues		
Investment earnings	64	43
Miscellaneous	56,353	87,022
Total Revenues	<u>1,057,065</u>	<u>995,404</u>
Expenses		
General government	168,977	166,352
Physical environment	1,070,978	749,324
Total Expenses	<u>1,239,955</u>	<u>915,676</u>
Change in Net Position	(182,890)	79,728
Net Position - Beginning of Year	<u>6,601,941</u>	<u>6,522,213</u>
Net Position - End of Year	<u>\$ 6,419,051</u>	<u>\$ 6,601,941</u>

The increase in charges for services is related to an increase in special assessments in the current year.

The decrease in miscellaneous revenues is related to a contribution received for a paving project in the prior year.

The increase in physical environment is related to the increase in landscape and other maintenance costs in the current year.

**Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and September 30, 2022.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2023</u>	<u>2022</u>
Capital assets, not being depreciated:		
Land improvements	<u>\$ 5,466,583</u>	<u>\$ 5,466,583</u>
Capital assets, being depreciated:		
Infrastructure	2,255,869	2,255,869
Equipment	116,273	116,273
Accumulated depreciation	<u>(1,939,604)</u>	<u>(1,852,781)</u>
Total Capital Assets, depreciated	<u>432,538</u>	<u>519,361</u>
Total Capital Assets	<u><u>\$ 5,899,121</u></u>	<u><u>\$ 5,985,944</u></u>

Current year activity consisted of depreciation of \$86,823.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less transponder, security and sidewalk cleaning expenditures than were anticipated.

The September 30, 2023 budget was amended for higher security and landscape maintenance costs than were originally anticipated.

**Baytree Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The District does not expect any economic factors to have a significant effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Baytree Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Baytree Community Development District, Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801.

Baytree Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 504,393
Investments	1,062
Accounts receivable	12,119
Prepaid expenses	32,226
Total Current Assets	549,800
Capital Assets, Not Being Depreciated	
Land and improvements	5,466,583
Capital Assets, Being Depreciated	
Infrastructure	2,255,869
Equipment	116,273
Accumulated depreciation	(1,939,604)
Total Non-Current Assets	5,899,121
Total Assets	6,448,921
 LIABILITIES	
Current Liabilities	
Accounts payable	29,870
 NET POSITION	
Net investment in capital assets	5,899,121
Unrestricted	519,930
Total Net Position	\$ 6,419,051

See accompanying notes to financial statements.

Baytree Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues	Net (Expense) Revenues and Changes in Net Position
		Charges for Sevices	Governmental Activities
Governmental Activities			
General government	\$ (168,977)	\$ 203,226	\$ 34,249
Physical environment	(1,070,978)	797,422	(273,556)
Total Governmental Activities	\$ (1,239,955)	\$ 1,000,648	(239,307)
	General Revenues		
	Investment income		64
	Miscellaneous revenues		56,353
	Total General Revenues		56,417
	Change in Net Position		(182,890)
	Net Position - October 1, 2022		6,601,941
	Net Position - September 30, 2023		\$ 6,419,051

See accompanying notes to financial statements.

Baytree Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Capital Projects	Total Governmental Funds
ASSETS			
Cash	\$ 89,929	\$ 414,464	\$ 504,393
Investments	1,062	-	1,062
Accounts receivable	12,119	-	12,119
Prepaid expenses	32,226	-	32,226
Total Assets	\$ 135,336	\$ 414,464	\$ 549,800
 LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable	\$ 29,870	\$ -	\$ 29,870
 FUND BALANCES			
Nonspendable-prepaid expenses	32,226	-	32,226
Assigned			
Capital projects	-	414,464	414,464
Unassigned	73,240	-	73,240
Total Fund Balances	105,466	414,464	519,930
Total Liabilities and Fund Balances	\$ 135,336	\$ 414,464	\$ 549,800

See accompanying notes to financial statements.

Baytree Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 519,930
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land and improvements, \$5,466,583, infrastructure, \$2,255,869, and equipment, \$116,273, net of accumulated depreciation, \$(1,852,781), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	<u>5,899,121</u>
Net Position of Governmental Activities	<u><u>\$ 6,419,051</u></u>

See accompanying notes to financial statements.

Baytree Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023

	<u>General</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues			
Special assessments	\$1,000,648	\$ -	\$ 1,000,648
Investment income	31	33	64
Miscellaneous revenues	60,924	-	60,924
Total Revenues	<u>1,061,603</u>	<u>33</u>	<u>1,061,636</u>
Expenditures			
Current			
General government	167,914	1,063	168,977
Physical environment	658,864	325,291	984,155
Total Expenditures	<u>826,778</u>	<u>326,354</u>	<u>1,153,132</u>
Excess of revenues over/(under) expenditures	<u>234,825</u>	<u>(326,321)</u>	<u>(91,496)</u>
Other Financing Sources/(Uses)			
Transfers in	-	239,306	239,306
Transfers out	<u>(239,306)</u>	<u>-</u>	<u>(239,306)</u>
Total Other Financing Sources/(Uses)	<u>(239,306)</u>	<u>239,306</u>	<u>-</u>
Net Change in Fund Balances	(4,481)	(87,015)	(91,496)
Fund Balances - October 1, 2022	<u>109,947</u>	<u>501,479</u>	<u>611,426</u>
Fund Balances - September 30, 2023	<u>\$ 105,466</u>	<u>\$ 414,464</u>	<u>\$ 519,930</u>

See accompanying notes to financial statements.

Baytree Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$	(91,496)
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.</p>		(86,823)
<p>At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in earned revenue that was not available.</p>		<u>(4,571)</u>
Change in Net Position of Governmental Activities	<u>\$</u>	<u>(182,890)</u>

See accompanying notes to financial statements.

Baytree Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 995,884	\$1,000,648	\$1,000,648	\$ -
Investment income	-	-	31	31
Miscellaneous revenues	57,889	62,296	60,924	(1,372)
Total Revenues	<u>1,053,773</u>	<u>1,062,944</u>	<u>1,061,603</u>	<u>(1,341)</u>
Expenditures				
Current				
General government	193,724	178,718	167,914	10,804
Physical environment	573,707	677,390	658,864	18,526
Total Expenditures	<u>767,431</u>	<u>856,108</u>	<u>826,778</u>	<u>29,330</u>
Excess of revenues over/(under) expenditures	286,342	206,836	234,825	27,989
Other Financing Sources/(Uses)				
Transfers out	<u>(286,342)</u>	<u>(239,306)</u>	<u>(239,306)</u>	<u>-</u>
Net Change in Fund Balances	-	(32,470)	(4,481)	27,989
Fund Balances - October 1, 2022	<u>-</u>	<u>32,470</u>	<u>109,947</u>	<u>77,477</u>
Fund Balances - September 30, 2023	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 105,466</u>	<u>\$ 105,466</u>

See accompanying notes to financial statements.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on June 24, 1992, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 92-11 of the Board of County Commissioners of Brevard County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Baytree Community Development District. The District is governed by a Board of Supervisors who are elected by the registered voters of the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Baytree Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments. Program revenues are netted with program expenses in the Statement of Activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Capital Projects Fund – The Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land and improvements, infrastructure and equipment, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years
Equipment	5-10 years

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

**Baytree Community Development District
 NOTES TO FINANCIAL STATEMENTS
 September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity
 (Continued)**

e. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$519,930, differs from “net position” of governmental activities, \$6,419,051, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (land, buildings and improvements, infrastructure and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land and improvements	\$ 5,466,583
Infrastructure	2,255,869
Equipment	116,273
Accumulated depreciation	<u>(1,939,604)</u>
Total	<u>\$ 5,899,121</u>

**Baytree Community Development District
 NOTES TO FINANCIAL STATEMENTS
 September 30, 2023**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(91,496), differs from the “change in net position” for governmental activities, \$(182,890), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ <u>(86,823)</u>
--------------	--------------------

Deferred inflows of resources

Unavailable revenues are recognized as deferred inflows of resources at the fund level. Revenues are recognized when earned at the government-wide level.

Unavailable revenues	\$ <u>(4,571)</u>
----------------------	-------------------

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$547,960 and the carrying value was \$504,393. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2023, the District had the following investments and maturities:

Investment	Maturity Date	Fair Value
Managed Money Market Fund	N/A	\$ 1,062

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

As of September 30, 2023, the District did not hold any investments subject to the fair value measurement.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in Managed Money Market Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2023 was as follows:

	Balance 10/1/22	Additions	Deletions	Balance 09/30/23
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land and improvements	\$ 5,466,583	\$ -	\$ -	\$ 5,466,583
Capital assets, being depreciated:				
Infrastructure	2,255,869	-	-	2,255,869
Equipment	116,273	-	-	116,273
Total Capital Assets, Being Depreciated	<u>2,372,142</u>	<u>-</u>	<u>-</u>	<u>2,372,142</u>
Less accumulated depreciation for:				
Infrastructure	(1,770,050)	(75,196)	-	(1,845,246)
Equipment	(82,731)	(11,627)	-	(94,358)
Total Accumulated Depreciation	<u>(1,852,781)</u>	<u>(86,823)</u>	<u>-</u>	<u>(1,939,604)</u>
Total Capital Assets Depreciated, Net	<u>519,361</u>	<u>(86,823)</u>	<u>-</u>	<u>432,538</u>
Governmental Activities Capital Assets	<u>\$ 5,985,944</u>	<u>\$ (86,823)</u>	<u>\$ -</u>	<u>\$ 5,899,121</u>

Depreciation of \$86,823 was allocated to physical environment.

NOTE E – INTERFUND ACTIVITY

Transfers for the year ended September 30, 2023, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>
	General Fund
Capital Projects Fund	\$ 239,306

Transfers out of the General Fund were to fund various maintenance projects in the current year.

Baytree Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE F – LONG-TERM LIABILITIES

In September 2009, the District secured a revolving line of credit with Regions Bank (“Lender”), not to exceed \$100,000, at an interest rate of prime plus 1.0%, but never less than 4.75% per annum. The District will pay the interest on the loan in monthly installments and the principal amount on demand. The Note was issued to finance authorized District expenses or improvements. The District has renewed the line of credit multiple times, and it now has no maturity date. As of September 30, 2023, the line of credit has not been utilized by the District.

NOTE G – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage in the past three years.

NOTE H – HOMEOWNERS’ ASSOCIATION AGREEMENT

In a prior year, the District established a maintenance cost sharing agreement with the Isles of Baytree Homeowners’ Association (“Association”). During the fiscal year ended September 30, 2008, the agreement was amended to include certain road resurfacing, gate house and lighting costs and adjusted the number of lots used in calculating certain contribution amounts. Under the terms of the agreement, the District will be reimbursed for certain shared costs. The reimbursements are recorded as miscellaneous revenues by the District. Revenue for the fiscal year ended September 30, 2023 was \$53,046.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Baytree Community Development District
Brevard County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Baytree Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated April 5, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Baytree Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Baytree Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Baytree Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

To the Board of Supervisors
Baytree Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Baytree Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 5, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

MANAGEMENT LETTER

To the Board of Supervisors
Baytree Community Development District
Brevard County, Florida

Report on the Financial Statements

We have audited the financial statements of the Baytree Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated April 5, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 5, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the previous financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Baytree Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Baytree Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors
Baytree Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Baytree Community Development District. It is management's responsibility to monitor the Baytree Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2023.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Baytree Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 9
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$52,428
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Baytree Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: \$2,200.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$1,000,648.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: The District has no outstanding bonds.

To the Board of Supervisors
Baytree Community Development District

	<u>Original Budget</u>	<u>Actual</u>	<u>Variance with Original Budget Positive (Negative)</u>
Revenues			
Special assessments	\$ 995,884	\$ 1,000,648	\$ 4,764
Miscellaneous revenues	57,889	60,924	3,035
Investment income	-	31	31
Total Revenues	<u>1,053,773</u>	<u>1,061,603</u>	<u>7,830</u>
Expenditures			
Current			
General government	193,724	167,914	25,810
Physical environment	<u>573,707</u>	<u>658,864</u>	<u>(85,157)</u>
Total Expenditures	<u>767,431</u>	<u>826,778</u>	<u>(59,347)</u>
Total revenues over/(under expenditures)	286,342	234,825	(51,517)
Other Financing Sources/(Uses)			
Transfers out	<u>(286,342)</u>	<u>(239,306)</u>	<u>47,036</u>
Net changes in fund balance	-	(4,481)	(4,481)
Fund Balances - October 1, 2022	<u>-</u>	<u>109,947</u>	<u>109,947</u>
Fund Balances - September 30, 2023	<u>\$ -</u>	<u>\$ 105,466</u>	<u>\$ 105,466</u>

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



To the Board of Supervisors
Baytree Community Development District

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 5, 2024



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Baytree Community Development District
Brevard County, Florida

We have examined Baytree Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for Baytree Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Baytree Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Baytree Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Baytree Community Development District's compliance with the specified requirements.

In our opinion, Baytree Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 5, 2024

SECTION VIII

SECTION A

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments
1	Crack in Road Pavement near 7991 Old Tramway	R. Szozda/Engineer	In Progress	10/25/24	TBA	TBD	Proposals received from 3 vendors, board review on 12/4/24 meeting

SECTION B

SECTION iii

SECTION 1

ASPHALT 365



PROJECT:

Baytree CDD

ASPHALT REPAIR PROPOSAL (REVISED 11/13/24)

2024-0916

Baytree Drive
Melbourne, FL 32940

FOR:

Jeremy LeBrun

By:

Marvin Torres
Rockstar Wingman

11/13/2024

PAVING - ASPHALT REPAIRS - SEALCOATING - STRIPING - CONCRETE

1745 S John Young Pkwy, Kissimmee, FL 34741 407-344-1194

Price Breakdown: Baytree CDD



Please find the following breakdown of all services we have provided in this proposal.
This proposal originated on 11/13/2024. **Job Number:** 2024-0916

Description(s)	Cost
Asphalt Repairs - 1 Location	\$3,760.97
PAYMENT TERMS 40% Down, Balance Net 30	Project Total: \$3,760.97

This proposal may be withdrawn at our option if not accepted within **30** days of Nov 13, 2024

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Due to the current global events, the cost of petroleum has gone up significantly recently and continues to rise daily. The availability of certain materials is unstable and therefore the pricing of it is also unstable. Because of this, our prices can not be locked in at this time. We will do everything we can to mitigate the costs but there may be a change order needed to cover the increases that will be determined just prior to the start of the project based on current market conditions.

Acceptance

We agree to pay the total sum or balance in full 15 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Jeremy LeBrun
Governmental Management Services Central Florida

Marvin Torres | Rockstar Wingman
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com

Phone: (407) 613-2944
Mobile: (813) 422-7758



Date: Wednesday, November 13, 2024

Proposal # 2024-0916

Submitted To:
Jeremy LeBrun
Governmental Management Services Central Florida

Site Description: # S122127
Baytree CDD
Baytree Drive
Melbourne, FL 32940

Prepared By:
Marvin Torres
Contact Information:
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com
Project Manager:
Scott Pedersen
Mobile: 321-356-4920
Email: Scott@Asphalt365.com

Contact Information:
Phone: (407) 613-2944
Mobile: (813) 422-7758
E-mail: jlebrun@gmscf.com

Site Contact:
Site Phone:
Site Email:

ASPHALT REPAIR PROPOSAL (REVISED 11/13/24)

Qty	Proposed Service(s) & Description(s)	Depth	
210 SF	Asphalt Repairs - 1 Location	2"	\$3,760.97
2.6 Tons	<ul style="list-style-type: none"> The damaged asphalt will be removed, cleaned and all debris removed. Area will be tacked with DOT approved tack per manufacturer's specifications. Level and repair using hot asphalt per job specifications. Roll and compact areas. Remove any related debris. All areas will be barricaded during the repair process. 		

Project Total: **\$3,760.97**









TERMS & CONDITIONS

DEPOSITS & PAYMENTS

- A DEPOSIT OF 40% IS REQUIRED ON ALL CONTRACTS OVER \$3,000 PRIOR TO SCHEDULING
- IF THE DURATION OF THE PROJECT IS LONGER THAN 2 WEEKS, PROGRESS INVOICING IS REQUIRED
- FINAL PAYMENT IS DUE 30 DAYS FROM PROJECT COMPLETION

CUSTOMER RESPONSIBILITIES

- IT IS IMPERATIVE THAT ALL VEHICLES, PEOPLE AND OBJECTS BE OFF THE AREA OF WORK. TOW TRUCKS NEED TO BE ARRANGED BY MANAGEMENT TO BE ON CALL TO REMOVE VEHICLES FROM THE SCHEDULED WORK AREA. IF ANY VEHICLES ARE LEFT IN THE WORK AREA, OR PERSONS BREAK THROUGH BARRICADES, WE CANNOT BE RESPONSIBLE FOR TRACKING OF MATERIALS OR PAINT OR DAMAGES TO VEHICLES.
- SPRINKLERS AND LAWN SERVICES SHOULD BE OFF 24 HOURS PRIOR UNTIL 48 HOURS AFTER WORK IS COMPLETED
- CUSTOMER SHOULD HAVE ANY WEEDS GROWING IN THE PARKING LOT TREATED FOR AT LEAST 2 WEEKS PRIOR TO THE START OF A SEALCOATING PROJECT
- STREET SWEEPERS SHOULD BE CANCELED DURING SEALCOATING PROJECTS AND SHOULD NOT BE USED ON FRESHLY SEALED PROPERTIES.
- ANY PUNCH LIST ITEMS MUST BE SUBMITTED IN WRITING AND NO REPAIRS WILL BE MADE UNTIL 90% OF THE INVOICE HAS BEEN PAID.

WARRANTIES & GUARANTEES

- ALL WORK WILL BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES
- ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. REFLECTIVE PAVEMENT MARKERS ARE EXCLUDED FROM WARRANTY.
- **** PLEASE NOTE: IF EXISTING ASPHALT OR BASE HAS LESS THAN 2% POSITIVE FLOW, ASPHALT365 INC. CANNOT INSURE BIRD BATHS WILL NOT BE PRESENT AFTER PAVING.**

EXCLUDED ITEMS

- PERMITS AND/OR TESTING & ENGINEERING FEES ARE NOT INCLUDED IN THE BID PRICE UNLESS SPECIFICALLY STATED.
- MOT TO BE PROVIDED BY GENERAL CONTRACTOR.
- AS BUILTS PROVIDED BY GENERAL CONTRACTOR.
- NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES NOT LOCATED.
- PRIME AND SAND IS NOT INCLUDED UNLESS SPECIFICALLY STATED.

INCLUDED ITEMS

- THESE PRICES SHALL BE FULL COMPENSATION FOR PREPARATION, MIXING AND APPLYING MATERIALS IN COMPLIANCE WITH THIS SPECIFICATION AND FOR ALL THE TOOLS, EQUIPMENT, LABOR AND INCIDENTALS NECESSARY TO COMPLETE THIS PROJECT.
- A CERTIFICATE OF INSURANCE WILL BE ISSUED UPON REQUEST PRIOR TO COMMENCEMENT OF WORK.
- NOTICES
- ASPHALT365 RESERVES THE RIGHT TO REVISIT THE SITE IF TIME HAS ELAPSED FROM THE ORIGINAL PROPOSAL TO ACCEPTANCE.
- SCHEDULING CHANGES MAY BE NECESSARY DUE TO WEATHER CONDITIONS. WE WILL MAKE EVERY EFFORT TO RESCHEDULE THE WORK AS SOON AS POSSIBLE.
- DUE TO PRICE FLUCTUATIONS ON MATERIALS, A365 RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL AT ANY TIME PRIOR TO THE COMMENCEMENT OF WORK.
- THIS PROPOSAL/CONTRACT INCLUDING ALL TERMS AND CONDITIONS SHALL BECOME A LEGALLY BINDING ATTACHMENT TO ANY CONTRACT ENTERED INTO BETWEEN A365 AND THE FINANCIALLY RESPONSIBLE COMPANY FOR WHICH THE WORK WILL BE PERFORMED.
- IN THE EVENT OF ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT ITS ATTORNEY'S FEES AND ALL COSTS OF LITIGATION FROM THE OTHER PARTY, INCLUDING APPELLATE ATTORNEYS' FEES.

OTHER CHARGES

- ONCE THE WORK IS SCHEDULED AND CONFIRMED, ANY ADDITIONAL MOBILIZATIONS FOR SEALCOATING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$1,000 EACH DAY.
- ANY ADDITIONAL MOBILIZATIONS FOR PAVING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$2,500 EACH DAY.
- CREDIT CARD PAYMENT SURCHARGE 3.5%
- ANY ALTERATION OR DEVIATION FROM SIGNED CONTRACT INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE CONTRACT.
- ALL ASPHALT WORK (PAVING & REPAIRS) WILL BE COMPLETED MONDAY THRU FRIDAY UNLESS OTHERWISE SPECIFICALLY STATED. IF WEEKEND WORK IS DESIRED, THERE WILL BE AN ADDITIONAL PLANT OPENING FEE.



CERTIFICATE OF LIABILITY INSURANCE

ASPHINC-01

PATILL

DATE (MM/DD/YYYY)
11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Michele Wise PHONE (A/C No. Ext.): (321) 460-1235 FAX (A/C No.): E-MAIL ADDRESS: michele.wise@ioausa.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER B: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners Insurance Company	18988	INSURER B: Insurance Company of the West	27847	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Asphalt365 Inc 1745 S John Young Pkwy Kissimmee, FL 34741														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RISSL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72523901	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5152390101	12/2/2023	12/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5152390100	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL507427900	12/2/2023	12/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Contractors Equip 1,086,695
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Leased/Rented Equip 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER [For Informational Purposes]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ASPHALT REPAIRS

What to Expect

Dust

Due to the nature of the repair process, you can expect dust in the area of the repair. We do our best to clean the area once finished but dust travels through the air and may be seen on nearby structures & vehicles.

Weather

We can not install asphalt if it is raining. If weather conditions are unfavorable, we will evaluate the forecast and notify you of any changes to the schedule.

Access

As soon as we have completed and compacted the repair it is safe to drive on.

How to Prepare

Tenants

Send notice to tenants (see attached sample) advising when repairs are scheduled.

Irrigation

Irrigation systems in areas of repairs must be off 24 hours PRIOR to start and may be turned on the day after the project is completed.

Vehicles

If repairs are adjacent to or in parking areas, vehicles in that area MUST be moved prior to and during repairs. Asphalt365 is not responsible for dust on cars due to owners not moving their vehicles away from the area. If dust does get on a car it is best to simply hose the car down to rinse it off.

Customer Signature: _____ Date: _____

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the quality of life of people with schizophrenia. This has led to a focus on the development of psychosocial interventions, which aim to help people with schizophrenia to live more independently and to participate more fully in society (2).

One of the most common psychosocial interventions is cognitive behavioural therapy (CBT). CBT is a form of therapy that helps people to change their thoughts and feelings, and to develop new ways of coping with their problems (3).

CBT has been shown to be effective in helping people with schizophrenia to manage their symptoms, and to improve their social functioning and quality of life (4). However, there is still a need to develop new and improved CBT interventions for people with schizophrenia (5).

One of the main challenges in developing new CBT interventions for people with schizophrenia is the need to tailor the intervention to the individual needs and experiences of each person (6). This is because people with schizophrenia have a wide range of symptoms and experiences, and their needs and goals can vary greatly (7).

One way to address this challenge is to use a person-centred approach to the development of CBT interventions. This involves working closely with people with schizophrenia to identify their needs and goals, and to develop an intervention that is tailored to their individual needs (8).

Another way to address this challenge is to use a modular approach to the development of CBT interventions. This involves developing a range of CBT modules that can be tailored to the individual needs and experiences of each person (9).

One of the main advantages of a modular approach is that it allows people with schizophrenia to choose the modules that are most relevant to their needs and experiences. This can help to increase the effectiveness of the intervention, and to improve the quality of life of people with schizophrenia (10).

Another advantage of a modular approach is that it allows people with schizophrenia to learn at their own pace, and to focus on the modules that are most important to them. This can help to reduce the risk of people with schizophrenia dropping out of the intervention (11).

One of the main challenges in developing a modular CBT intervention for people with schizophrenia is the need to ensure that the modules are effective and that they are tailored to the individual needs and experiences of each person (12).

One way to address this challenge is to use a range of methods to evaluate the effectiveness of the modules, and to tailor the modules to the individual needs and experiences of each person (13).

Another way to address this challenge is to use a range of methods to ensure that the modules are tailored to the individual needs and experiences of each person (14).

One of the main advantages of a modular CBT intervention for people with schizophrenia is that it allows people with schizophrenia to choose the modules that are most relevant to their needs and experiences. This can help to increase the effectiveness of the intervention, and to improve the quality of life of people with schizophrenia (15).

Another advantage of a modular CBT intervention for people with schizophrenia is that it allows people with schizophrenia to learn at their own pace, and to focus on the modules that are most important to them. This can help to reduce the risk of people with schizophrenia dropping out of the intervention (16).

One of the main challenges in developing a modular CBT intervention for people with schizophrenia is the need to ensure that the modules are effective and that they are tailored to the individual needs and experiences of each person (17).

One way to address this challenge is to use a range of methods to evaluate the effectiveness of the modules, and to tailor the modules to the individual needs and experiences of each person (18).

Another way to address this challenge is to use a range of methods to ensure that the modules are tailored to the individual needs and experiences of each person (19).



PROJECT:

Baytree CDD

**BASE WORK & ASPHALT REPAIR PROPOSAL (REVISED
11/20/24)**

2024-0916

Baytree Drive
Melbourne, FL 32940

FOR:

Jeremy LeBrun

By:

Marvin Torres

Rockstar Wingman

11/20/2024

PAVING - ASPHALT REPAIRS - SEALCOATING - STRIPING - CONCRETE

1745 S John Young Pkwy, Kissimmee, FL 34741 407-344-1194

Price Breakdown: Baytree CDD



Please find the following breakdown of all services we have provided in this proposal.
This proposal originated on 11/20/2024. **Job Number:** 2024-0916

Description(s)	Cost
Base Remediation & Asphalt Repair - 1 Location	\$7,928.66
PAYMENT TERMS 40% Down, Balance Net 30	Project Total: \$7,928.66

This proposal may be withdrawn at our option if not accepted within **30** days of Nov 20, 2024

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Due to the current global events, the cost of petroleum has gone up significantly recently and continues to rise daily. The availability of certain materials is unstable and therefore the pricing of it is also unstable. Because of this, our prices can not be locked in at this time. We will do everything we can to mitigate the costs but there may be a change order needed to cover the increases that will be determined just prior to the start of the project based on current market conditions.

Acceptance

We agree to pay the total sum or balance in full 15 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Jeremy LeBrun
Governmental Management Services Central Florida

Marvin Torres | Rockstar Wingman
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com

Phone: (407) 613-2944
Mobile: (813) 422-7758



Date: Wednesday, November 20, 2024

Proposal # 2024-0916

Submitted To:
Jeremy LeBrun
Governmental Management Services Central Florida

Site Description: # S122127
Baytree CDD
Baytree Drive
Melbourne, FL 32940

Prepared By:
Marvin Torres
Contact Information:
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com
Project Manager:
Scott Pedersen
Mobile: 321-356-4920
Email: Scott@Asphalt365.com

Contact Information:
Phone: (407) 613-2944
Mobile: (813) 422-7758
E-mail: jlebrun@gmscf.com

Site Contact:
Site Phone:
Site Email:

BASE WORK & ASPHALT REPAIR PROPOSAL (REVISED 11/20/24)

Qty	Proposed Service(s) & Description(s)	Depth	
210 SF	Base Remediation & Asphalt Repair - 1 Location	2"	\$7,928.66
2.6 Tons	<ul style="list-style-type: none"> The damaged asphalt will be removed, cleaned and all debris removed. Our crew will excavate the damaged or unstable base material (up to 6") Replace the compromised material with appropriate aggregate or other stabilizing materials. Compact the new base layer to meet required density and stability standards. Area will be tacked with DOT approved tack per manufacturer's specifications. Level and repair using hot asphalt per job specifications. Roll and compact areas. Remove any related debris. All areas will be barricaded during the repair process. 		

Project Total: **\$7,928.66**







TERMS & CONDITIONS

DEPOSITS & PAYMENTS

- A DEPOSIT OF 40% IS REQUIRED ON ALL CONTRACTS OVER \$3,000 PRIOR TO SCHEDULING
- IF THE DURATION OF THE PROJECT IS LONGER THAN 2 WEEKS, PROGRESS INVOICING IS REQUIRED
- FINAL PAYMENT IS DUE 30 DAYS FROM PROJECT COMPLETION

CUSTOMER RESPONSIBILITIES

- IT IS IMPERATIVE THAT ALL VEHICLES, PEOPLE AND OBJECTS BE OFF THE AREA OF WORK. TOW TRUCKS NEED TO BE ARRANGED BY MANAGEMENT TO BE ON CALL TO REMOVE VEHICLES FROM THE SCHEDULED WORK AREA. IF ANY VEHICLES ARE LEFT IN THE WORK AREA, OR PERSONS BREAK THROUGH BARRICADES, WE CANNOT BE RESPONSIBLE FOR TRACKING OF MATERIALS OR PAINT OR DAMAGES TO VEHICLES.
- SPRINKLERS AND LAWN SERVICES SHOULD BE OFF 24 HOURS PRIOR UNTIL 48 HOURS AFTER WORK IS COMPLETED
- CUSTOMER SHOULD HAVE ANY WEEDS GROWING IN THE PARKING LOT TREATED FOR AT LEAST 2 WEEKS PRIOR TO THE START OF A SEALCOATING PROJECT
- STREET SWEEPERS SHOULD BE CANCELED DURING SEALCOATING PROJECTS AND SHOULD NOT BE USED ON FRESHLY SEALED PROPERTIES.
- ANY PUNCH LIST ITEMS MUST BE SUBMITTED IN WRITING AND NO REPAIRS WILL BE MADE UNTIL 90% OF THE INVOICE HAS BEEN PAID.

WARRANTIES & GUARANTEES

- ALL WORK WILL BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES
- ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. REFLECTIVE PAVEMENT MARKERS ARE EXCLUDED FROM WARRANTY.
- **** PLEASE NOTE: IF EXISTING ASPHALT OR BASE HAS LESS THAN 2% POSITIVE FLOW, ASPHALT365 INC. CANNOT INSURE BIRD BATHS WILL NOT BE PRESENT AFTER PAVING.**

EXCLUDED ITEMS

- PERMITS AND/OR TESTING & ENGINEERING FEES ARE NOT INCLUDED IN THE BID PRICE UNLESS SPECIFICALLY STATED.
- MOT TO BE PROVIDED BY GENERAL CONTRACTOR.
- AS BUILTS PROVIDED BY GENERAL CONTRACTOR.
- NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES NOT LOCATED.
- PRIME AND SAND IS NOT INCLUDED UNLESS SPECIFICALLY STATED.

INCLUDED ITEMS

- THESE PRICES SHALL BE FULL COMPENSATION FOR PREPARATION, MIXING AND APPLYING MATERIALS IN COMPLIANCE WITH THIS SPECIFICATION AND FOR ALL THE TOOLS, EQUIPMENT, LABOR AND INCIDENTALS NECESSARY TO COMPLETE THIS PROJECT.
- A CERTIFICATE OF INSURANCE WILL BE ISSUED UPON REQUEST PRIOR TO COMMENCEMENT OF WORK.
- NOTICES
- ASPHALT365 RESERVES THE RIGHT TO REVISIT THE SITE IF TIME HAS ELAPSED FROM THE ORIGINAL PROPOSAL TO ACCEPTANCE.
- SCHEDULING CHANGES MAY BE NECESSARY DUE TO WEATHER CONDITIONS. WE WILL MAKE EVERY EFFORT TO RESCHEDULE THE WORK AS SOON AS POSSIBLE.
- DUE TO PRICE FLUCTUATIONS ON MATERIALS, A365 RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL AT ANY TIME PRIOR TO THE COMMENCEMENT OF WORK.
- THIS PROPOSAL/CONTRACT INCLUDING ALL TERMS AND CONDITIONS SHALL BECOME A LEGALLY BINDING ATTACHMENT TO ANY CONTRACT ENTERED INTO BETWEEN A365 AND THE FINANCIALLY RESPONSIBLE COMPANY FOR WHICH THE WORK WILL BE PERFORMED.
- IN THE EVENT OF ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT ITS ATTORNEY'S FEES AND ALL COSTS OF LITIGATION FROM THE OTHER PARTY, INCLUDING APPELLATE ATTORNEYS' FEES.

OTHER CHARGES

- ONCE THE WORK IS SCHEDULED AND CONFIRMED, ANY ADDITIONAL MOBILIZATIONS FOR SEALCOATING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$1,000 EACH DAY.
- ANY ADDITIONAL MOBILIZATIONS FOR PAVING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$2,500 EACH DAY.
- CREDIT CARD PAYMENT SURCHARGE 3.5%
- ANY ALTERATION OR DEVIATION FROM SIGNED CONTRACT INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE CONTRACT.
- ALL ASPHALT WORK (PAVING & REPAIRS) WILL BE COMPLETED MONDAY THRU FRIDAY UNLESS OTHERWISE SPECIFICALLY STATED. IF WEEKEND WORK IS DESIRED, THERE WILL BE AN ADDITIONAL PLANT OPENING FEE.



CERTIFICATE OF LIABILITY INSURANCE

ASPHINC-01

PATILL

DATE (MM/DD/YYYY)
11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME Michele Wise
	PHONE (A/C No. Ext): (321) 460-1235 FAX (A/C No.):
	E-MAIL ADDRESS: michele.wise@ioausa.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Asphalt365 Inc 1745 S John Young Pkwy Kissimmee, FL 34741	INSURER A: Auto-Owners Insurance Company 18988
	INSURER B: Insurance Company of the West 27847
	INSURER C: XL Specialty Insurance Company 37885
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL POLY	SUBR POLY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72523901	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5152390101	12/2/2023	12/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5152390100	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL507427900	12/2/2023	12/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Contractors Equip 1,086,695
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Leased/Rented Equip 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

For Informational Purposes
ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



ASPHALT REPAIRS

What to Expect

Dust

Due to the nature of the repair process, you can expect dust in the area of the repair. We do our best to clean the area once finished but dust travels through the air and may be seen on nearby structures & vehicles.

Weather

We can not install asphalt if it is raining. If weather conditions are unfavorable, we will evaluate the forecast and notify you of any changes to the schedule.

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As soon as we have completed and compacted the repair it is safe to drive on.

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Tenants

Send notice to tenants (see attached sample) advising when repairs are scheduled.

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Irrigation systems in areas of repairs must be off 24 hours PRIOR to start and may be turned on the day after the project is completed.

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If repairs are adjacent to or in parking areas, vehicles in that area MUST be moved prior to and during repairs. Asphalt365 is not responsible for dust on cars due to owners not moving their vehicles away from the area. If dust does get on a car it is best to simply hose the car down to rinse it off.

Customer Signature: _____ Date: _____

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One reason is that the number of children who are being born is increasing. This is due to a number of factors, including the fact that women are having children at a younger age, and that there are more children surviving to adulthood. Another reason is that the number of children who are being adopted is increasing. This is due to the fact that there are more children who are available for adoption, and that more people are willing to adopt children.

The number of children in the world is also increasing because of the fact that the number of children who are being born is increasing. This is due to a number of factors, including the fact that women are having children at a younger age, and that there are more children surviving to adulthood. Another reason is that the number of children who are being adopted is increasing. This is due to the fact that there are more children who are available for adoption, and that more people are willing to adopt children.

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PROJECT:

Baytree CDD

ASPHALT REMOVAL & PAVING PROPOSAL

2024-0916

Baytree Drive
Melbourne, FL 32940

FOR:

Jeremy LeBrun

By:

Marvin Torres
Rockstar Wingman

11/12/2024

PAVING - ASPHALT REPAIRS - SEALCOATING - STRIPING - CONCRETE

1745 S John Young Pkwy, Kissimmee, FL 34741 407-344-1194

Price Breakdown: Baytree CDD



Please find the following breakdown of all services we have provided in this proposal.
This proposal originated on 11/12/2024. **Job Number:** 2024-0916

Description(s)	Cost
Asphalt Removal & Paving - SP 9.5 @ 40% RAP	\$21,338.19
PAYMENT TERMS 40% Down, Balance Net 30	Project Total: \$21,338.19

This proposal may be withdrawn at our option if not accepted within **30** days of Nov 12, 2024

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Due to the current global events, the cost of petroleum has gone up significantly recently and continues to rise daily. The availability of certain materials is unstable and therefore the pricing of it is also unstable. Because of this, our prices can not be locked in at this time. We will do everything we can to mitigate the costs but there may be a change order needed to cover the increases that will be determined just prior to the start of the project based on current market conditions.

Acceptance

We agree to pay the total sum or balance in full 15 days after the completion of work.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Jeremy LeBrun
Governmental Management Services Central Florida

Marvin Torres | Rockstar Wingman
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com

Phone: (407) 613-2944
Mobile: (813) 422-7758



Date: Tuesday, November 12, 2024

Proposal # 2024-0916

Submitted To:
Jeremy LeBrun
Governmental Management Services Central Florida

Site Description: # S122127
Baytree CDD
Baytree Drive
Melbourne, FL 32940

Prepared By:
Marvin Torres
Contact Information:
Mobile: 407-520-9656
Office:
E-mail: Marvin@Asphalt365.com
Project Manager:
Scott Pedersen
Mobile: 321-356-4920
Email: Scott@Asphalt365.com

Contact Information:
Phone: (407) 613-2944
Mobile: (813) 422-7758
E-mail: jlebrun@gmscf.com

Site Contact:
Site Phone:
Site Email:

ASPHALT REMOVAL & PAVING PROPOSAL

Qty	Proposed Service(s) & Description(s)	Depth	
94 SY	Asphalt Removal & Paving - SP 9.5 @ 40% RAP	2"	\$21,338.19
10.3 Tons	<ul style="list-style-type: none"> Area will be milled, cleaned and debris hauled away. Areas will be tacked with DOT approved primer tack. If there are low / depressed areas, asphalt leveling will be added to minimize standing water. Pave with a paving machine using hot asphalt Roll and compact with a steel wheel roller and a rubber tire traffic roller If additional tonnage beyond quoted amount is needed due to site conditions beyond Asphalt365's control (base by others etc), it is \$185.00 per ton which includes asphalt, trucking & labor. 		

Project Total: **\$21,338.19**









TERMS & CONDITIONS

DEPOSITS & PAYMENTS

- A DEPOSIT OF 40% IS REQUIRED ON ALL CONTRACTS OVER \$3,000 PRIOR TO SCHEDULING
- IF THE DURATION OF THE PROJECT IS LONGER THAN 2 WEEKS, PROGRESS INVOICING IS REQUIRED
- FINAL PAYMENT IS DUE 30 DAYS FROM PROJECT COMPLETION

CUSTOMER RESPONSIBILITIES

- IT IS IMPERATIVE THAT ALL VEHICLES, PEOPLE AND OBJECTS BE OFF THE AREA OF WORK. TOW TRUCKS NEED TO BE ARRANGED BY MANAGEMENT TO BE ON CALL TO REMOVE VEHICLES FROM THE SCHEDULED WORK AREA. IF ANY VEHICLES ARE LEFT IN THE WORK AREA, OR PERSONS BREAK THROUGH BARRICADES, WE CANNOT BE RESPONSIBLE FOR TRACKING OF MATERIALS OR PAINT OR DAMAGES TO VEHICLES.
- SPRINKLERS AND LAWN SERVICES SHOULD BE OFF 24 HOURS PRIOR UNTIL 48 HOURS AFTER WORK IS COMPLETED
- CUSTOMER SHOULD HAVE ANY WEEDS GROWING IN THE PARKING LOT TREATED FOR AT LEAST 2 WEEKS PRIOR TO THE START OF A SEALCOATING PROJECT
- STREET SWEEPERS SHOULD BE CANCELED DURING SEALCOATING PROJECTS AND SHOULD NOT BE USED ON FRESHLY SEALED PROPERTIES.
- ANY PUNCH LIST ITEMS MUST BE SUBMITTED IN WRITING AND NO REPAIRS WILL BE MADE UNTIL 90% OF THE INVOICE HAS BEEN PAID.

WARRANTIES & GUARANTEES

- ALL WORK WILL BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES
- ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. REFLECTIVE PAVEMENT MARKERS ARE EXCLUDED FROM WARRANTY.
- **** PLEASE NOTE: IF EXISTING ASPHALT OR BASE HAS LESS THAN 2% POSITIVE FLOW, ASPHALT365 INC. CANNOT INSURE BIRD BATHS WILL NOT BE PRESENT AFTER PAVING.**

EXCLUDED ITEMS

- PERMITS AND/OR TESTING & ENGINEERING FEES ARE NOT INCLUDED IN THE BID PRICE UNLESS SPECIFICALLY STATED.
- MOT TO BE PROVIDED BY GENERAL CONTRACTOR.
- AS BUILTS PROVIDED BY GENERAL CONTRACTOR.
- NOT RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES NOT LOCATED.
- PRIME AND SAND IS NOT INCLUDED UNLESS SPECIFICALLY STATED.

INCLUDED ITEMS

- THESE PRICES SHALL BE FULL COMPENSATION FOR PREPARATION, MIXING AND APPLYING MATERIALS IN COMPLIANCE WITH THIS SPECIFICATION AND FOR ALL THE TOOLS, EQUIPMENT, LABOR AND INCIDENTALS NECESSARY TO COMPLETE THIS PROJECT.
- A CERTIFICATE OF INSURANCE WILL BE ISSUED UPON REQUEST PRIOR TO COMMENCEMENT OF WORK.
- NOTICES
- ASPHALT365 RESERVES THE RIGHT TO REVISIT THE SITE IF TIME HAS ELAPSED FROM THE ORIGINAL PROPOSAL TO ACCEPTANCE.
- SCHEDULING CHANGES MAY BE NECESSARY DUE TO WEATHER CONDITIONS. WE WILL MAKE EVERY EFFORT TO RESCHEDULE THE WORK AS SOON AS POSSIBLE.
- DUE TO PRICE FLUCTUATIONS ON MATERIALS, A365 RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL AT ANY TIME PRIOR TO THE COMMENCEMENT OF WORK.
- THIS PROPOSAL/CONTRACT INCLUDING ALL TERMS AND CONDITIONS SHALL BECOME A LEGALLY BINDING ATTACHMENT TO ANY CONTRACT ENTERED INTO BETWEEN A365 AND THE FINANCIALLY RESPONSIBLE COMPANY FOR WHICH THE WORK WILL BE PERFORMED.
- IN THE EVENT OF ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT ITS ATTORNEY'S FEES AND ALL COSTS OF LITIGATION FROM THE OTHER PARTY, INCLUDING APPELLATE ATTORNEYS' FEES.

OTHER CHARGES

- ONCE THE WORK IS SCHEDULED AND CONFIRMED, ANY ADDITIONAL MOBILIZATIONS FOR SEALCOATING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$1,000 EACH DAY.
- ANY ADDITIONAL MOBILIZATIONS FOR PAVING DUE TO MGMT REQUEST OR LOT NOT BEING READY/AVAILABLE, WILL BE BILLED AT A RATE OF \$2,500 EACH DAY.
- CREDIT CARD PAYMENT SURCHARGE 3.5%
- ANY ALTERATION OR DEVIATION FROM SIGNED CONTRACT INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE CONTRACT.
- ALL ASPHALT WORK (PAVING & REPAIRS) WILL BE COMPLETED MONDAY THRU FRIDAY UNLESS OTHERWISE SPECIFICALLY STATED. IF WEEKEND WORK IS DESIRED, THERE WILL BE AN ADDITIONAL PLANT OPENING FEE.



CERTIFICATE OF LIABILITY INSURANCE

ASPHINC-01

PATILL

DATE (MM/DD/YYYY)
11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME Michele Wise
	PHONE (A/C No. Ext): (321) 460-1235 FAX (A/C No.):
	E-MAIL ADDRESS: michele.wise@ioausa.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Auto-Owners Insurance Company NAIC # 18988
	INSURER B: Insurance Company of the West 27847
	INSURER C: XL Specialty Insurance Company 37885
	INSURER D:
	INSURER E:
	INSURER F:

INSURED: **Asphalt365 Inc**
1745 S John Young Pkwy
Kissimmee, FL 34741

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RISSL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72523901	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5152390101	12/2/2023	12/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5152390100	12/2/2023	12/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL507427900	12/2/2023	12/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Contractors Equip 1,086,695
C	Equipment Floater			UM00060277MA23A	12/2/2023	12/2/2024	Leased/Rented Equip 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

For Informational Purposes
ACORD 25 (2016/03)

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PAVING

What to Expect

Cracks in asphalt

Existing cracks in asphalt, before overlay, may eventually return through overlay. This is especially common with a soil cement base.

Power steering marks

These are marks from cars turning their wheels without moving. These should wear-in over time.

Sand on newly paved surface

All jobs will have sand applied after paving operations. This helps seal asphalt and minimize scarring. The sand will soon dissipate with time and weather.

Seams/joints

These are from different passes with our paver or hand work. Vehicle traffic will make these less noticeable after a short period of time.

Loose debris/particles

Loose debris from the asphalt is normal for the first 30 days, then will stop.

Weather

We can not pave if it is raining or the temperature is not above 50 degrees. If weather conditions are unfavorable, we will evaluate the forecast and notify you of any changes to the schedule.

How to Prepare

Residents

Send notice to residents (see attached sample) with a mobilization map stating when each area will be paved. Accessibility will be somewhat limited for 24 hours.

Barricades

We will use barricades, cones and/or tape prior to paving to block off specific areas as needed. Once complete, any areas blocked will be opened up. DO NOT allow residents/employees/guests to move the barricades or drive through any closed sections. If the section does not remain closed, we will not be able to warranty the service.

Irrigation

Irrigation system must be off 48 hours PRIOR to start and stay off for 48 hours AFTER the project is completed.

Trash

If trash is scheduled to be picked up during our project, it needs to be done so that any sections that the vehicle must travel on are paved AFTER the trash is picked up.

Mail and Service Companies

Notify and/or reschedule any service companies that will be on-site during the project.

Equipment

Keep heavy equipment off finished areas for several days (bobcat, forklift, etc).

Tow Truck

It is mandatory for a tow truck to be on-site each morning we are paving to relocate vehicles to another area.

Vehicles must be off the lot by 8:00 am. Any vehicles remaining after that time will need to be towed. If we are unable to proceed due to vehicles in the lot, a mobilization fee of \$2,500.00 will be charged.

Customer: _____

Date: _____

DNE ASPHALT SERVICES

DNE Asphalt Services Inc

5115 US-1
Mims, FL 32754
3216265137
deanna@dneasphaltservices.com



Prepared For:
Baytree CDD
Old Tramway Drive
Old Tramway Dr
, FL 32940

Attention:
Jeremy LeBrun

Project Address:
Baytree CDD
Old Tramway Dr
Melbourne , FL 32940

Dear Jeremy LeBrun, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

ASPHALT REPAIR

\$2,800.00

Repair 1 section that totals approximately 200 SF (6'x35')

- Chalk line and sawcut perimeter; remove debris
- Clean vertical edges of existing asphalt and apply tack coat bonding agent
- Add an FDOT approved hot asphalt mix, lute and compact to a smooth level transition
- Work area will be cleaned and all debris removed off site

OPTION TO REPAIR WITH PAVER MACHINE MILL & PAVE

\$6,200.00

Mill and Pave **400** Square Feet, to a depth of **2** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using SS-H1 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved. In the initial excavation,
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

PREPARED BY: DeAnna Richman

DNE Asphalt Services Inc proposes to furnish material and labor to perform the work outlined

Client Signature: _____ Today's date: _____



- These Terms and Conditions are by and between DNE Asphalt Services Inc (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. • Drainage is not guaranteed on areas having less than 2% grade.
- If the contract is canceled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of the total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. The contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. The contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving to adulthood is increasing. This is due to a number of factors, including improved medical care, better nutrition, and a decrease in child mortality. Another reason is that the number of children who are being born is increasing. This is due to a number of factors, including a decrease in the age at which women are having children, and an increase in the number of children who are being born to women who are already having children.

The increase in the number of children in the world is a cause for concern. This is because children are the most vulnerable members of society, and they are often the most neglected. Children who are not properly cared for and educated are more likely to become ill, poor, and uneducated. This can lead to a cycle of poverty and ill health that can last for generations.

There are a number of things that can be done to help children in the world. One of the most important things is to ensure that all children have access to basic education. This includes primary and secondary education, as well as vocational training. Another important thing is to ensure that all children have access to basic health care. This includes immunizations, prenatal care, and child health services.

There are a number of organizations that are working to help children in the world. These organizations include UNICEF, the World Bank, and the World Health Organization. These organizations are working to provide basic education and health care to children in the world. They are also working to improve the living conditions of children in the world.

It is important that we all work together to help children in the world. This is because children are the future of our world, and we have a responsibility to ensure that they have a bright future. We can do this by providing them with the education and health care that they need to succeed.

There are a number of things that we can do to help children in the world. We can donate to organizations that are working to help children, we can volunteer our time, and we can simply be more aware of the needs of children in the world.

Let us all work together to help children in the world. Let us all ensure that every child has a bright future.

DNE Asphalt Services Inc

5115 US-1
Mims, FL 32754
3216265137
deanna@dneasphaltservices.com



Prepared For:
Baytree CDD
Old Tramway Drive
Old Tramway Dr
, FL 32940

Attention:
Jeremy LeBrun

Project Address:
Baytree CDD
Old Tramway Dr
Melbourne , FL 32940

Dear Jeremy LeBrun, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

ASPHALT REPAIR WITH BASE REPAIR

\$3,000.00

Repair 1 section that totals approximately 200 SF (6'x35')

- Chalk line and sawcut perimeter; remove asphalt debris
- Regrade and compact existing base as needed
- Add an FDOT approved 1.5" rock crushed concrete road base material as needed to leave a 2" void
- Bid for up to 1 ton of additional road base material.
- Clean vertical edges of existing asphalt and apply tack coat bonding agent
- Add an FDOT approved hot asphalt mix, lute and compact to a smooth level transition
- Work area will be cleaned and all debris removed off site

OPTION TO REPAIR WITH PAVER MACHINE

\$6,400.00

Mill and Pave 400 Square Feet, to a depth of 2 inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- Regrade and compact existing base
- Add an FDOT approved 1.5" rock crushed concrete road base material as needed to leave a 2" void
- Bid for up to 1 ton of additional road base material.
- The vertical edges of the open patch will be tack coated using SS-H1 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved. In the initial excavation,
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

PREPARED BY: DeAnna Richman

PROPOSAL TOTAL: \$9,400.00

DNE Asphalt Services Inc proposes to furnish material and labor to perform the work outlined herein for the sum of **\$9,400.00**

Client Signature: _____ Today's date: _____



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- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. • Drainage is not guaranteed on areas having less than 2% grade.
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- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

POTHOLE HEROES



POTHOLE HEROES
FULLY LICENSED AND INSURED

Client Information:

Jeremy

LeBrun

jlebrun@gmscfl.com

Governmental Management
Services

(407) 613-2944

Project #24FLORL00201135S

Job site Information:

Baytree CDD-Asphalt Repair

7991 Old Tramway Drive

Melbourne, FL, 32940



POTHOLE HEROES

Introduction

HERE AT POTHOLE HEROES, OUR CUSTOMERS ARE OUR NUMBER ONE PRIORITY.

Your customers' first impression should be one of quality and professionalism; an uneven and unattended lot can quickly lead to trip hazards, potholes, or other dangers that not only damage cars but also create liability – in terms of both your finances *and* your reputation.

Here at Pothole Heroes, we understand the importance of maintaining a good first impression and helping clients optimize the longevity of their parking lot assets. Thus, we can provide you with an asphalt maintenance solution that both reflects immediate financial savings and contributes to long-term asphalt preservation. Let us bring in our experienced team to give you peace of mind, thereby allowing you to focus on what matters most: your own business operations. Our mission is simple – we want to partner with you for success by providing top-quality, sustainable solutions at competitive costs.

Services Suggested

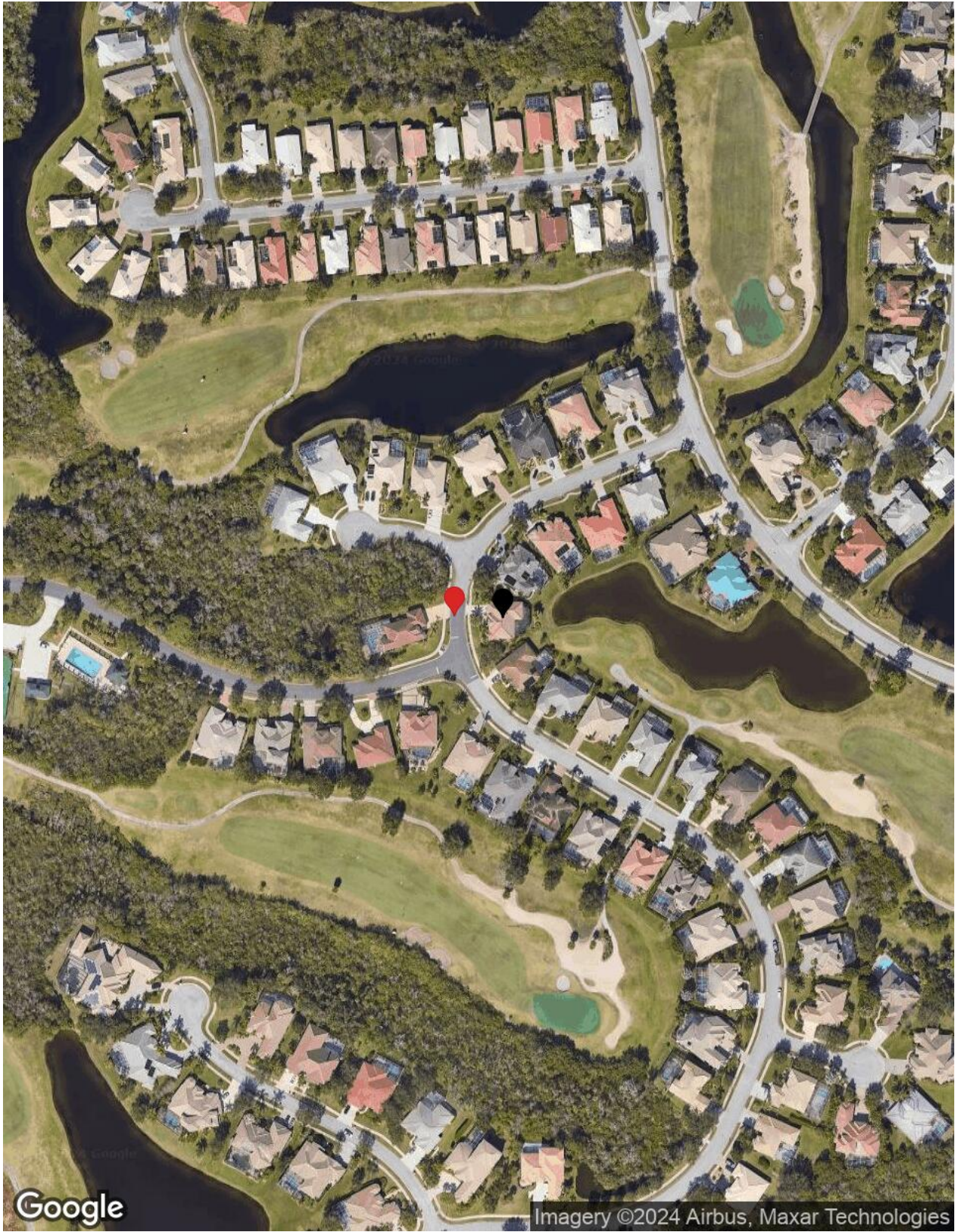
Mill & Pave: (840) Square Feet at (2) inches

1. Sawcut clean edges in area
2. Remove all asphalt within area to expose base.
3. Surface area to be cleaned off.
4. Any depressed areas will be leveled prior to paving.
5. The area will be properly tack coated using DOT approved primer tack.
6. Install new type SP-9.5 asphalt with a self-propelled paving machine to the above depth.
7. Roll and compact using a 3-5 ton steel drum and 9-wheel rubber tire roller.
8. Any related debris will be hauled away.

Total

\$9,523.00





Google

Imagery ©2024 Airbus, Maxar Technologies

Let's Work Together

This Agreement, together with the following Attachments, constitute the entire agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement. This proposal pricing is valid for 30 days from the date sent.

Total price including any selected options: \$9,523.00

Pricing Valid for 30 days from date above

Payment Terms:

Per PO/MSA

Carlos Rodriguez
Pothole Heroes

Jeremy LeBrun
Governmental Management Services

We look forward to *working with you!*

Billing Information Required :

Jeremy LeBrun

7991 Old Tramway Drive
Melbourne, FL 32940

Governmental Management
Services

Jlebrun@gmscfl.com

(407) 613-2944

Preferred Date for work to start
(Please Note: Date is not Guaranteed)

BEFORE WE START WORK

1. Pothole Heroes' needs suitable access to the work area unless it is dependent upon or in conjunction with the work of others. In that case, such work shall be performed and completed before arrival so that Pothole Heroes can work uninterrupted in a single shift operation.
2. Unless otherwise agreed, all vehicles must be removed from the work area no later than 7:15 am to deliver the project work on schedule.
3. Tow Trucks need to be arranged five days before starting work and must be on call to remove cars from the scheduled work zone as necessary.
4. The Customer is financially responsible for towing services and any created delays. If any cars are left in the area of work, Pothole Heroes cannot be held responsible for any damage to the vehicle.
5. Pothole Heroes will not be responsible for persons entering the work area, tracking materials or paint, or any damages to cars or persons trespassing in the designated areas.
6. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several weed killer treatments before Pothole Heroes' arrival.
7. The sprinkler system should be turned off 24 hours before the commencement of your project and stay off 48 hours after completion of the project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
8. Suspend lawn cutting during the work period.
9. Please ensure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
10. Dumpsters in the scheduled area must be removed or moved to another location. Dumpsters not moved will be subject to additional fees.

CUSTOMER EXPECTATIONS

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be tire' tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface placed on this project will not have the finish and look of a sealcoat application. If a sealcoat is desired later, Pothole Heroes will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. Pothole Heroes cannot guarantee the elimination of standing water.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to included items only. Anything not explicitly contained is excluded from the contract.
2. Any alteration or deviation from proposal specifications involving extra costs will be executed only upon written orders and will become an additional charge over and above the estimate.
3. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between Pothole Heroes and the financially responsible company for which the work will be performed.
4. All deposits are non-refundable upon cancellation of the contract by the client for any reason.

5. Pothole Heroes recommends a Civil Engineer be retained for ADA upgrades. As such, Pothole Heroes makes no claim that ADA upgrades will meet any/all local, state, and federal guidelines on ADA compliance.
6. For projects requiring city or county permits, Pothole Heroes will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus the actual cost of the permit(s).
7. Any additional work required by the permit(s) will be extra to the contract amount.
8. Any work performed by Pothole Heroes which work is on public property, the(Client/Owner) agrees and understands that the project property it owns shall be charged with all indebtedness hereunder.
9. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
10. All accounts past due will incur a finance charge of 18% per annum.
11. Pothole Heroes reserves the right to withdraw the proposal at any time before the commencement of work should material price fluctuations rise significantly.
12. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
13. Delays to Pothole Heroes of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour, and delays to Pothole Heroes of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the Customer.
14. Any broken car stops will be replaced at an additional cost of \$60.00 each.
15. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
16. Reflective Pavement Markers (RPMs) are excluded from the warranty.
17. Any additional reflective pavement markers required by city code will incur a charge of \$10.00 each added to the contract amount.
18. Pothole Heroes will not be responsible for damage to grass, sod, irrigation, or any other underground utilities.
19. Excavated materials will be left in the islands/landscaped areas.
20. Pothole Heroes will not be responsible for unforeseen conditions that arise; they may result in additional costs to the Customer.
21. Pothole Heroes guarantees its' sealer products against peeling or flaking of stable asphalt for (1) year, excluding normal wear and tear.
22. Newly seal-coated areas will be barricaded for 24-48 hours after project completion. It is the Customer's responsibility to keep the site clear to allow proper curing of the material. Failure to do so will void any warranty.
23. Pothole Heroes guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.

I have read and accept these terms and conditions:

Jeremy LeBrun
Governmental Management Services

SECTION IX

SECTION A

Baytree
COMMUNITY DEVELOPMENT DISTRICT

Summary of Check Register
Fiscal Year 2025

October 1, 2024 - October 31, 2024

<i>Fund</i>	<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
General Fund	Truist	931 - 937	\$11,720.32
	Bank United	001 - 007	\$15,689.23
	Bank United	014 - 019	\$12,000.95
TOTAL			\$39,410.50

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/24/24	00261	10/24/24	10242024	202410	300-	10100-	10400		TSFR TRUIST TO BU GF	*	5,000.00		
									BAYTREE CDD- BU GF#2896			5,000.00	000931
10/31/24	00005	10/07/24	121573-1	202408	320-	53800-	43100		AUG 24-W&S 201 BAYTREE DR	*	72.16		
		10/07/24	167895-1	202408	320-	53800-	43100		AUG 24- W&S 8027 NTN'L DR	*	1,202.33		
									CITY OF COCOA UTILITIES AUTOPAY			1,274.49	000932
10/31/24	00009	9/10/24	1125236	202408	320-	53800-	43200		AUG 24 = FL CITY GAS	*	49.44		
		10/09/24	1125236	202409	320-	53800-	43200		SEP 24 = FL CITY GAS	*	49.44		
									FLORIDA CITY GAS - AUTOPAY			98.88	000933
10/31/24	99999	10/31/24	VOID	202410	000-	00000-	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	000934
10/31/24	00255	9/30/24	83711-46	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	3,110.75		
		10/10/24	00533-81	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	28.31		
		10/10/24	02781-39	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	561.29		
		10/10/24	04080-73	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	28.90		
		10/10/24	04396-25	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	43.72		
		10/10/24	09459-03	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	30.00		
		10/10/24	11105-10	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	27.45		
		10/10/24	14771-79	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	35.12		
		10/10/24	36008-52	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	28.39		
		10/10/24	46619-40	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	31.10		
		10/10/24	47131-19	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	29.00		
		10/10/24	67950-66	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	47.69		
		10/10/24	72491-60	202409	320-	53800-	43000		SEP 24 - ELECTRICITY	*	29.00		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/10/24		73679-10	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	148.53		
10/10/24		86596-45	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	94.91		
10/10/24		88573-27	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	68.47		
10/10/24		91260-64	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	27.62		
10/10/24		99142-26	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	28.51		
10/14/24		15604-14	SEP 24 - ELECTRICITY	202409 320-53800-43000		*	190.17		
FPL - AUTOPAY								4,588.93	000935
10/31/24	00253	9/29/24	11726770	202410 320-53800-41000	SEP24 SPEC- 8207 NTN'L DR	*	188.95		
		10/07/24	12335291	202410 320-53800-41000	SEP24 SPEC-630 BAYTREE DR	*	204.97		
		10/22/24	12308971	202410 320-53800-41000	OCT24 SPEC-201 BAYTREE DR	*	309.94		
SPECTRUM - CHARTER COMMUNICATIONS								703.86	000936
10/31/24	00225	10/01/24	0174705-	202410 320-53800-43300	OCT 24 - TRASH REMOVAL	*	54.16		
WASTE MANAGEMENT CORPORATE SERVICES								54.16	000937
TOTAL FOR BANK F							11,720.32		
TOTAL FOR REGISTER							11,720.32		

BAYT --BAYTREE-- SNEEROOA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/18/24	00047	10/14/24	15414	202410	320	53800	41100		PDK CLOUD SERVICE-OCT 24	*	36.00		
									ACCESS CONTROL SYSTEMS LLC DBA			36.00	000001
10/18/24	00004	9/30/24	189788	202409	310	51300	31500		GENERAL COUNSEL SEP24	*	500.00		
									BILLING, COCHRAN, LYLES, MAURO&RAMSEY			500.00	000002
10/18/24	00193	10/01/24	15800446	202410	320	53800	46200		CLEANING SVCS OCT24	*	431.00		
									COVERALL NORTH AMERICA, INC DBA			431.00	000003
10/18/24	00039	10/11/24	479510	202410	320	53800	47000		PEST CNTRL POOL&GUARD HSE	*	90.00		
									ECOR INDUSTRIES			90.00	000004
10/18/24	00023	9/01/24	6704228	202409	310	51300	48000		FY25 MTG DATES&BDMTG 0925	*	495.24		
									GANNETT FLORIDA LOCALIQ			495.24	000005
10/18/24	00252	9/01/24	33940	202409	320	53800	47300		SEP 24 - LANDSCAPE MAINT	*	11,239.00		
		9/30/24	34171	202409	320	53800	47300		FLUSH CUT DEAD MEDJOO	*	2,000.00		
									US LAWNS OF BREVARD			13,239.00	000006
10/31/24	00005	10/08/24	NEW-METE	202410	320	53800	43100		NEW METER-8012 GLASTONBRY	*	100.00		
		10/08/24	NEW-METE	202410	320	53800	43100		SERVICE INITIATION FEE	*	45.00		
		10/08/24	NEW-METE	202410	320	53800	43100		CONVENIENCE FEE	*	2.99		
		10/08/24	NEW-METE	202410	300	15600	10000		SECURITY DEPOSIT	*	750.00		
									CITY OF COCOA UTILITIES AUTOPAY			897.99	000007
									TOTAL FOR BANK H		15,689.23		
									TOTAL FOR REGISTER		15,689.23		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/17/24	00020	10/01/24	89769	202410	310	51300	54000		SPECIAL DISTRICT FEE FY25	*	175.00		
		10/01/24	89769	202410	310	51300	54000		SPECIAL DISTRICT FEE FY25	V	175.00-		
DEPARTMENT OF COMMUNITY AFFAIRS												.00	000014
10/17/24	00099	10/01/24	89769	202410	310	51300	54000		SPECIAL DISTRICT FEE FY25	*	175.00		
DEPARTMENT OF ECONOMIC OPPORTUNITY												175.00	000015
10/24/24	00047	10/14/24	C119487	202410	320	53800	34700		20 TRANCORE HEADLAMP TAGS	*	650.00		
ACCESS CONTROL SYSTEMS LLC DBA												650.00	000016
10/24/24	00019	10/01/24	20401	202410	320	53800	46200		OCT 24 - POOL MAINTENANCE	*	900.00		
		10/01/24	20401	202410	320	53800	46900		OCT 24 - FOUNTAIN MAINT.	*	40.00		
BEACH POOL SERVICE												940.00	000017
10/24/24	00123	9/30/24	W39423	202409	320	53800	47500		REP. PHOTOCELL&MONU PANEL	*	980.95		
EAU GALLIE ELECTRIC INC.												980.95	000018
10/24/24	00252	10/14/24	34377	202410	320	53800	51200		HURRICANE MILTON CLEANUP	*	9,255.00		
US LAWNS OF BREVARD												9,255.00	000019
TOTAL FOR BANK G											12,000.95		
TOTAL FOR REGISTER											12,000.95		

SECTION B

Baytree
Community Development District

Unaudited Financial Reporting
October 31, 2024



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5	<hr/>	<u>Pavement Management Fund</u>
6	<hr/>	<u>Community Beautification Fund</u>
7-8	<hr/>	<u>Month to Month</u>

Baytree
Community Development District
Combined Balance Sheet
October 31, 2024

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
<u>Cash:</u>			
Operating Fund	\$ 11,571	\$ -	\$ 11,571
Due from Pavement	67,592	-	67,592
<u>Investments:</u>			
Money Market Account - Surplus	11,542	-	11,542
US Bank Custody	1,124	-	1,124
Capital Reserves	-	57,700	57,700
Pavement Management	-	356,718	356,718
Community Beautification	-	43,978	43,978
Deposits	750	-	750
Total Assets	\$ 92,577	\$ 458,396	\$ 550,974
Liabilities:			
Accounts Payable	\$ 60,257	\$ -	\$ 60,257
Due to General Fund	-	67,592	67,592
Total Liabilities	\$ 60,257	\$ 67,592	\$ 127,848
Fund Balance:			
Restricted for:			-
Capital Reserves	\$ -	\$ 57,700	\$ 57,700
Pavement Management	-	289,127	289,127
Community Beautification	-	43,978	43,978
Unassigned	32,321	-	32,321
Total Fund Balances	\$ 32,321	\$ 390,805	\$ 423,126
Total Liabilities & Fund Balance	\$ 92,577	\$ 458,396	\$ 550,974

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues:				
Maintenance Assessments	\$ 1,132,331	\$ -	\$ -	\$ -
IOB Cost Share Agreement	55,046	-	-	-
Miscellaneous Income	9,250	771	459	(312)
Interest Income	4,811	401	56	(345)
Total Revenues	\$ 1,201,438	\$ 1,172	\$ 515	\$ (657)
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
FICA Expense	918	77	-	77
Engineering	37,853	3,154	-	3,154
Attorney Fees	24,000	2,000	3,000	(1,000)
Annual Audit	3,350	279	-	279
Assessment Administration	8,269	8,269	8,269	(0)
Management Fees	48,813	4,068	4,068	0
Property Appraiser	250	21	-	21
Information Technology	1,985	165	165	(0)
Website Maintenance	1,322	110	110	(0)
Telephone	250	21	-	21
Postage	3,000	250	2	248
Insurance General Liability	36,127	3,011	33,532	(30,521)
Tax Collector Fee	22,647	1,887	-	1,887
Printing & Binding	1,500	125	-	125
Legal Advertising	5,000	417	-	417
Other Current Charges	2,000	167	40	126
Office Supplies	250	21	0	21
Property Taxes	350	29	-	29
Dues, Licenses & Subscriptions	175	15	175	(160)
Subtotal General & Administrative	\$ 210,057	\$ 25,084	\$ 49,362	\$ (24,277)

Baytree
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
<u>Operations & Maintenance</u>				
Security Contract	\$ 231,474	\$ 19,290	\$ 7,949	\$ 11,340
Gate Maintenance	25,320	2,110	-	2,110
Security Gatehouse Maintenance	14,000	1,167	36	1,131
Telephone/Internet - Gatehouse/Pool	8,040	670	704	(34)
Transponders	5,000	417	650	(233)
Field Management Fees	34,202	2,850	2,850	(0)
Electric	74,912	6,243	-	6,243
Water & Sewer	16,500	1,375	148	1,227
Gas	9,350	779	-	779
Trash Removal	663	55	54	1
Maintenance - Lakes	47,220	3,935	3,225	710
Maintenance - Landscape Contract	138,914	11,576	11,239	337
Maintenance - Additional Landscape	31,079	2,590	-	2,590
Maintenance - Pool	37,401	3,117	1,331	1,786
Maintenance - Irrigation	17,000	1,417	2,352	(935)
Maintenance - Lighting	18,000	1,500	-	1,500
Maintenance - Monuments	4,000	333	-	333
Maintenance - Fountain	1,180	98	40	58
Maintenance - Other Field (R&M General)	5,928	494	-	494
Maintenance - Recreation	2,500	208	-	208
Holiday Landscape Lighting	16,000	1,333	-	1,333
Operating Supplies	750	63	-	63
Sidewalk/Curb Cleaning	12,000	1,000	9,255	(8,255)
Miscellaneous	2,444	204	-	204
Subtotal Operations & Maintenance	\$ 753,877	\$ 62,823	\$ 39,833	\$ 22,990
Total Expenditures	\$ 963,934	\$ 87,908	\$ 89,195	\$ (1,287)
Excess (Deficiency) of Revenues over Expenditures	\$ 237,504	\$ (86,736)	\$ (88,680)	\$ (1,944)
<u>Other Financing Sources/(Uses):</u>				
<u>Transfers</u>				
Capital Projects- Paving - Baytree	\$ (58,144)	\$ -	\$ -	\$ -
Capital Projects - Paving - IOB Funds	(19,002)	-	-	-
Capital Projects - Reserves	(65,093)	-	-	-
Community Beautification Fund	(45,265)	-	-	-
First Quarter Operating	(50,000)	-	-	-
Total Other Financing Sources/(Uses)	\$ (237,504)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ (86,736)	\$ (88,680)	\$ (1,944)
Fund Balance - Beginning	\$ -		\$ 121,001	
Fund Balance - Ending	\$ -		\$ 32,321	

Baytree
Community Development District
Capital Projects Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Lake Bank Restoration/Evaluation	\$ 30,000	\$ -	\$ -	\$ -
Sidewalk/Gutter Repair	14,500	-	-	-
Drainage Maintenance	10,000	-	-	-
Tennis Court Lights	2,000	-	-	-
Disaster/Emergency Reserve	6,500	-	-	-
Bank Fees	600	-	-	-
Total Expenditures	\$ 63,600	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (63,600)	\$ -	\$ -	\$ -
Other Financing Sources/(Uses):				
Transfer In - Baytree	\$ 65,093	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ 65,093	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 1,493	\$ -	\$ -	
Fund Balance - Beginning	\$ 25,164		\$ 57,700	
Fund Balance - Ending	\$ 26,657		\$ 57,700	

Baytree
Community Development District
Pavement Management
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Interest	\$ 2,000	\$ 167	\$ -	\$ (167)
Total Revenues	\$ 2,000	\$ 167	\$ -	\$ (167)
Expenditures:				
Capital Improvements	\$ -	\$ -	\$ -	\$ -
Bank Fees	600	50	-	50
Total Expenditures	\$ 600	\$ 50	\$ -	\$ 50
Excess (Deficiency) of Revenues over Expenditures	\$ 1,400	\$ 117	\$ -	\$ (117)
Other Financing Sources/(Uses)				
Transfer In - Baytree	\$ 58,144	\$ -	\$ -	\$ -
Transfer In - IOB	19,002	-	-	-
Total Other Financing Sources (Uses)	\$ 77,146	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 78,546	\$ 117	\$ -	\$ (117)
Fund Balance - Beginning	\$ 355,731		\$ 289,127	
Fund Balance - Ending	\$ 434,277		\$ 289,127	

Baytree
Community Development District
Community Beautification
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Interest	\$ 31,455	\$ 2,621	\$ -	\$ (2,621)
Total Revenues	\$ 31,455	\$ 2,621	\$ -	\$ (2,621)
Expenditures:				
Beautification Projects	\$ -	\$ -	\$ -	\$ -
Bank Fees	400	33	-	33
Total Expenditures	\$ 400	\$ 33	\$ -	\$ 33
Excess (Deficiency) of Revenues over Expenditures	\$ 31,055	\$ 2,588	\$ -	\$ (2,588)
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	\$ 76,320	\$ 47,853	\$ -	\$ (47,853)
Fund Balance - Beginning	\$ 31,455		\$ 43,978	
Fund Balance - Ending	\$ 107,775		\$ 43,978	

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IOB Cost Share Agreement	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	459	-	-	-	-	-	-	-	-	-	-	-	459
Interest Income	56	-	-	-	-	-	-	-	-	-	-	-	56
Total Revenues	\$ 515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	8,269	-	-	-	-	-	-	-	-	-	-	-	8,269
Attorney Fees	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	4,068	-	-	-	-	-	-	-	-	-	-	-	4,068
Information Technology	165	-	-	-	-	-	-	-	-	-	-	-	165
Website Maintenance	110	-	-	-	-	-	-	-	-	-	-	-	110
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	2	-	-	-	-	-	-	-	-	-	-	-	2
Insurance General Liability	33,532	-	-	-	-	-	-	-	-	-	-	-	33,532
Tax Collector Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	40	-	-	-	-	-	-	-	-	-	-	-	40
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 49,362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,362

Baytree
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Security Contract	\$ 7,949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,949
Gate Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Gatehouse Maintenance	36	-	-	-	-	-	-	-	-	-	-	-	36
Telephone/Internet - Gatehouse/Pool	704	-	-	-	-	-	-	-	-	-	-	-	704
Transponders	650	-	-	-	-	-	-	-	-	-	-	-	650
Field Management Fees	2,850	-	-	-	-	-	-	-	-	-	-	-	2,850
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	148	-	-	-	-	-	-	-	-	-	-	-	148
Gas	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash Removal	54	-	-	-	-	-	-	-	-	-	-	-	54
Maintenance - Lakes	3,225	-	-	-	-	-	-	-	-	-	-	-	3,225
Maintenance - Landscape Contract	11,239	-	-	-	-	-	-	-	-	-	-	-	11,239
Maintenance - Additional Landscape	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Pool	1,331	-	-	-	-	-	-	-	-	-	-	-	1,331
Maintenance - Irrigation	2,352	-	-	-	-	-	-	-	-	-	-	-	2,352
Maintenance - Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Monuments	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Fountain	40	-	-	-	-	-	-	-	-	-	-	-	40
Maintenance - Other Field (R&M General)	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Recreation	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Landscape Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Curb Cleaning	9,255	-	-	-	-	-	-	-	-	-	-	-	9,255
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Operations & Maintenance	\$ 39,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,833
Total Expenditures	\$ 89,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,195
Excess (Deficiency) of Revenues over Expenditures	\$ (88,680)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,680)
<i>Other Financing Sources/Uses:</i>													
<i>Transfers</i>													
Capital Projects- Paving - Baytree	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Capital Projects - Paving - IOB Funds	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects - Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Beautification Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
First Quarter Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (88,680)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,680)