

*Baytree Community  
Development District*

*Agenda*

*May 6, 2026*

# AGENDA

# *Baytree*

## *Community Development District*

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

April 29, 2026

Board of Supervisors  
Baytree Community

Dear Board Members:

The Board of Supervisors of the Baytree Community Development District will meet **Wednesday, May 6, 2026 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. Public Comment Period
3. Landscape Report
4. Engineer's Report
5. Community Updates
  - A. Security
  - B. BCA
6. Consent Agenda
  - A. Approval of Minutes of the April 1, 2026 Board of Supervisors Meeting
7. Agenda
  - A. Consideration of Resolution 2026-01 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing
  - B. General Election Qualifying Period and Procedure
8. Staff Reports
  - A. Attorney
  - B. District Manager
    - i. CDD Action Items
    - ii. Presentation of Number of Registered Voters - 865
  - C. Field Manager
    - i. Approval of Final Tennis Court Resurfacing Proposal
    - ii. Review of Pool Bathroom Proposals
9. Treasurer's Report
  - A. Consideration of Check Register
  - B. Balance Sheet and Income Statement
10. Supervisor's Requests
11. 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

# SECTION VI

# SECTION A

**MINUTES OF MEETING  
BAYTREE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Baytree Community Development District was held on Wednesday, **April 1, 2026** 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
Josh Spears	US Lawns
Dakota Baker	DSI
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mills called the meeting to order at 1:30 p.m. and all Supervisors announced themselves. All Supervisors were present. The Pledge of Allegiance was recited.

Mr. Mills: Before we get started, I have some comments that I would like to read to you. My wife got a book called the 1960s and it has all of the economic cars, songs, who was popular from 1960 to 1969. Now since we are all experiencing high gas prices, in 1960, gas was 31 cents a gallon. The yearly income was \$5,620. Maureen, if you would like to have this, I'm going to give it to you, and you can maybe put some excerpts in your newsletters. You're welcome to have it.

Mr. Darby: To fill up space.

Mr. Mills: Since a lot of us grew up in that era. We're going to try to speed the meeting along a little bit today because of Artemis, as I understand a lot of the roads are going to be closed. Some of us have tickets to go see it and some of us don't, I guess. But anyway, it's history.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Mills: Are there any comments from the public?

Resident (Maureen Ksiez, Balmoral Way): Could we take a look at the Balmoral Monument? It has really bad rust staining on it and it's just getting worse and worse and worse.

Mr. Szozda: Yeah. I noticed that. I assume that's coming from the irrigation system.

Resident (Maureen Ksiez, Balmoral Way): Thank you.

Mr. Mills: There are several that have rust on it, such as the one in Windsor and also the one in Arundel.

Mr. Szozda: Okay. I'll look at it.

Mr. Mills: Yeah, look at all of them and get Ken to treat it. Okay?

Resident (Sandy Schoonmaker, Berwick Way): I would like to make a comment, [referring to lake bank restoration] due to the confusion that we had with people in our backyards and my people not knowing that there were people in their backyards. We had that problem before, and we had some angry residents. So, I'm wondering if maybe we forgot that we were going to let people know ahead of time? I know he just comes when he gets here, but they didn't even know it was going to happen. So, if you could just let the neighbors know, it would save a lot of angry residents.

Mr. Mills: Good point, Sandy.

Resident (Sandy Schoonmaker, Berwick Way): Because we agreed to do that before.

Mr. Mills: Yep.

Resident (Sandy Schoonmaker, Berwick Way): Thank you.

**THIRD ORDER OF BUSINESS**

**Landscape Report**

Mr. Mills: Landscape Report, Josh.

Mr. Spears: Howdy. First, I want to discuss the flowers. With the freeze, we were late installing flowers. So, all of the annuals now really need to get back on track. I haven't talked to

Mel to get his approval on it yet, but mid-April is when the new crop comes out to get back in cycle with the crop. So, we're going to propose that the middle of April, we pull the flowers again and then we do our Spring mix and get everything going back on track. So, time wise it makes sense that we're not offset with everybody else for when certain flowers are supposed to be blooming and they're not. That way you guys get the best selection when that comes around. Some of you guys might see on the entrance, we have been replacing some of the sod last Monday. There were six or seven pallets. I don't remember the exact amount. I went down and put it down on US Lawns' dime for an agreement Mel and I made for some of the damages that occurred in 2025. So far going up to that front sign, once you get past the gate and then the entrance, we're at 13 pallets that US Lawns has paid for. We are not asking for anything, we just want to do our end, our part of making sure Baytree looks good and where we failed on the fungus that we've talked about 10 times. So, we're at 13 pallets. Rob and Eduardo rode around on Monday. There are still obviously other areas that need to be addressed that we're working on. Sod is again coming next week. I believe that six or seven more pallets are coming. So, we're going to keep working our way around the fountain, a few areas of the entrance and then keep going down Baytree Drive to address some of the areas before we get into the Summer. The guys should start trimming the Palm trees this afternoon. I know that we've been super far behind from where the normal date is supposed to be. The freeze actually helped us in that situation, because that's also what pushed us behind. But in doing that, all of the seed pods are popping. So, if we would have actually trimmed them earlier, we would have not gotten all of those seed pods coming out, which would have created a huge mess. So, it actually worked out in everyone's favor that we were able to capture getting all of the seed pods in. So that will be taken care of. Once that's completed, we'll go ahead and do the mulch that's in the contract. Minutes before coming into this meeting, we sent Rob a quote for doing cutbacks of the shrubs, to see what will come back, what won't, so we can better assess the situation as far as replacement. Again, minutes ago we sent over the proposal for, at this point, what needs to be replaced and what's not going to come back. It is a lot of money. Before we put down the mulch, the Board needs to consider, *"We're going to do this, we're going to do that."* Based on the pricing, I think we should do that before putting the mulch down, that way we're not double mulching or asking Baytree to pay for mulch twice. That makes more sense. So, we do need to evaluate and figure out what we want to do. It is around \$30,000 for replacements. Now, that is obviously with our

markup price. We are willing to negotiate and go at a lower rate, because obviously you guys can budget for that, right? It's not a normal build associated with this.

Mr. Mills: \$15,000 sounds good.

Mr. Spears: I can get closer to that. But yes, we are willing to...

Mr. LeBrun: I think the quote said \$38,000.

Mr. Spears: Oh, \$38,000. I'm sorry. We're willing to do that. As you guys know, we make a profit off of landscaping and we don't want to endure all of that on you guys. We don't want to suck money out of your guy's budget for us to make a profit off of something shitty that happens. So, we're willing to work with you guys on that. Another option, for budget reasons, that we've been presenting to other Boards, is if it is needed to help out, we can also amortize this, as far as any of the larger projects that we've been doing. If you want to do this, we can do 12 months out on payment terms. We are willing to do that as well. So, there are other things that we're willing to do to help out because we know that this is a challenging time. Again, we don't just want to make a dollar off of you guys.

Mr. Darby: Josh, does this include trees as well as shrubs? Is this the total replacement cost of \$38,000?

Mr. Spears: Yes.

Mr. Darby: Jeremy, do we have any insurance?

Mr. LeBrun: For a freeze? No.

Mr. Mills: The deductible is high.

Mr. Spears: Another alternative that we could do, is a lot of communities came to us and said, "*Hey, when proposing new plant material, can you give us options that are freeze tolerant, that survive in that freeze, so we don't run into this situation again?*" That is an option. It's a more expensive option because when you look at a bed, half of the bed died and the other half didn't. So, we either replacing 50% of this area or we're replacing 100%. So, we run into that issue as well, doing that and changing your entire landscape plan, does cost more money.

Mr. Mills: It seems like it hit the Ixoras the worst.

Mr. Spears: Anything with color, it definitely took it out.

Mr. Mills: Yep. Do you want to talk about the sprinkler heads?

Mr. Spears: Yeah. It was also brought to our attention, that there are a lot of heads popping up, as far as replacements. Unfortunately, you guys see all of these heads and obviously

we're the number one culprit of breaking heads. Right? We're the only ones most of the time, with those mowers going through it every time we mow. We do ourselves a disservice by not reporting, "*Hey, this is what we repaired because US Lawns broke it.*" It's a waste of our time to build that up and send it out. I would be lying to you if I'd said, "*Hey, eventually this is going to calm down.*" There are always going to be broken heads on this property. The reason why is because one, it's an older property. Two, when it comes down to it, there are multiple components of the head. There's a spring, a seal and a nozzle. Right? So, when the spring weakens or the seals start going bad, it's causing lower pressure because they're weeping. At that point, we could just rebuild the head. That way you would see a different line item on those invoices that says, "*Hey, rebuild head at this price, whatever.*" At the end of the day, it is cheaper for both of us to just put a brand-new head in there, than try to rebuild it. So unfortunately, you see a lot of new head, new head, new head, new head, but that is the cheaper outcome. If you guys wanted to, we could try our best to start recording what we damaged and when we did it. But at that point it's he said, she said. I could say I fixed 100 heads and you don't know if it's true or not, right?

Mr. Mills: Yes?

Resident (Rich Mercadante, 8017 Kingswood Way): I have a question. I didn't get my hand up during public comment. So anyway, with respect to what's been damaged and may not come back, because we've seen everywhere. It's just all sticks. We've lost some of that coverage. So, the question again, one thing we talked about way back when the Credit Union was going in, was some of the bamboo that's alongside I-95 and alongside the zoo, is that giving us good coverage? We are still seeing the traffic on Wickham Road and at night it's amplified with the lights and so forth. So, we're not getting that coverage that frankly, the Credit Union promised. Then what we tried to do, we did a lot of other things, but really one of the first things is to give us that coverage that we had before. You could never see Wickham Road before. We didn't even know there was a fence there. We see it out our front door every day. I know that \$38,000 is quite a bit, but if there's something that helps mitigate that and also provides the greenery that we're looking for, something like that bamboo that we see there, that would give us very good coverage.

Resident (Jane Mercadante, 8017 Kingswood Way): On Baytree Drive, where the turnaround is, they have those shrubs there, so people who live on the other side just have the fence. Those look like they're hearty. Would something like that help?

Mr. Spears: What area?

Resident (Jane Mercadante, 8017 Kingswood Way): Kingswood.

Resident (Rich Mercadante, 8017 Kingswood Way): I'm talking about on Baytree Drive on the right-hand side.

Mr. Spears: On the left side coming in?

Resident (Jane Mercadante, 8017 Kingswood Way): There are a big pile of bushes.

Mr. Spears: The Ligustrums.

Resident (Jane Mercadante, 8017 Kingswood Way): Yes. Those look like they survived. Also, the fence, when they came to plant more shrubs before the frost, the fence looks like it's coming down. I don't know if you knew that.

Mr. Mills: No. The fence is coming loose from the post?

Resident (Jane Mercadante, 8017 Kingswood Way): It looks like it's leaning. I don't know if it's coming forward. It's either leaning back or forward. It's not straight across like the rest of them.

Mr. Mills: That really would be the responsibility of the Space Coast Credit Union. That's not us, that's them. It might be a good idea if we put together a letter to send to Space Coast Credit Union. They are not living up to their end of the deal at all.

Mr. LeBrun: The fence?

Mr. Mills: Not only the fence, but the vegetation he's talking about because they had trees die. They did have some plump bamboo. They haven't replaced that. Just let them know that they're not living up to the original agreement.

Mr. Spears: The top of the trees is coming through there. We trimmed them back.

Resident (Rich Mercadante, 8017 Kingswood Way): There was a better bamboo or more filling, if you will, bamboo.

Mr. LeBrun: Is there a specific address?

Mr. Mills: It's the whole run.

Resident (Jane Mercadante, 8017 Kingswood Way): But particularly by that green house, it looks like something is off.

Resident (Rich Mercadante, 8017 Kingswood Way): You mean the first house on the right.

Resident (Jane Mercadante, 8017 Kingswood Way): Yeah.

Mr. Mills: Okay.

Resident (Jane Mercadante, 8017 Kingswood Way): So, when you're talking about other neighborhoods, is there a way neighborhoods could have an input about what's being done?

Mr. Spears: What do you mean, like plant replacement?

Resident (Jane Mercadante, 8017 Kingswood Way): Yeah.

Mr. Spears: That is out of my jurisdiction.

Mr. Mills: They used to do Space Coast Credit Union.

Resident (Jane Mercadante, 8017 Kingswood Way): I thought that I heard you say things that they want to replace.

Mr. Spears: As far as just transferring over to freeze tolerant or something of that nature.

Resident (Jane Mercadante, 8017 Kingswood Way): The Board would make that decision, not us.

Mr. Mills: Yeah.

Mr. Darby: Yeah.

Resident (Jane Mercadante, 8017 Kingswood Way): The only reason why I'm bringing it up is because, with all due respect, we walk out our front door and we see it.

Mr. Mills: Not to interrupt you. Sorry. This freeze is one in how many years?

Resident (Jane Mercadante, 8017 Kingswood Way): I understand.

Mr. Mills: So, the \$38,000 is to replace what's deceased. When you average that out over 20 some years, it's peanuts. So, if we plant them again and then wait 20 more years, so what. You know what I'm saying? It's cheaper to go ahead and replace them all.

Resident (Jane Mercadante, 8017 Kingswood Way): I was just wondering if it was something that we could have an input on. I figured I'd ask it now, rather than wait and have it done.

Mr. Mills: I always ask him before we plant anything.

Resident (Jane Mercadante, 8017 Kingswood Way): I wish I would have said something.

Mr. Mills: I always talk to Josh.

Mr. Darby: Is your question that the neighborhood has input into the replacement shrubs and trees that are owned by the CDD on CDD property? Is that what you're saying?

Resident (Jane Mercadante, 8017 Kingswood Way): It's on Kingswood Way, where it backs up to the CDD property.

Mr. Darby: Yeah. So, the point is, there's really not a vehicle by which neighbors or neighborhoods can provide input to the CDD. It's informal, but the CDD pays for it and the CDD maintains it. So, we're going to try to use the shrubs and plants and vegetation that are most suitable for this environment and ease of maintenance, just to keep expenses at a reasonable level.

Resident (Rich Mercadante, 8017 Kingswood Way): Yeah, so the question will be, Josh, if there's a selection of options, can you have the neighborhood provide input into the selection to try to keep it cost neutral? Isn't that correct?

Mr. Darby: I understand what you're saying, but I just don't know the vehicle by which you could do that.

Mr. Mills: That would be very difficult.

Mr. Spears: It's hard getting that many opinions.

Mr. Brown: You can get 47 different opinions.

Resident (Jackie Curley, Kingswood Way): I have no problem with what's planted there. I understand your concern with seeing it through, but actually, I have replicated a lot of what they have done because I like what they've done along there. I have no problem with it. I believe that somebody needs to do something with bamboo or something to block it out, because you can indeed see their house. But as far as the plannings are concerned, I think what you're proposing would be coming up with new architecture.

Resident (Jane Mercadante, 8017 Kingswood Way): No.

Resident (Jackie Curley, Kingswood Way): Let me finish, Janey. What you're proposing is coming up with a new architectural plant plan. Believe me, we are not qualified. Unless that's your profession, we're not qualified to do that. We can have opinions.

Resident (Jane Mercadante, 8017 Kingswood Way): I'm not saying that we're going to replace all of that. I'm saying the things that survived the frost, like that green plant that survived it, that grows high. I don't see the sign, and I don't see the traffic. That's the only point that I want to make.

Resident (Rich Mercadante, 8017 Kingswood Way): So, the question was if there are options within what you have available for a selection, can people go for height?

Mr. Pawelczyk: You always have an opinion. These are your elected officials. Send them an email. Send Jeremy an email.

Mr. LeBrun: They're actually doing it right now.

Mr. Pawelczyk: So that's your opinion. It's just like if I send an email to my congressman. He can listen to it if he wants to. He's probably not. This group is probably more likely to listen to your opinion. So, you always have an opinion. I mean, these are your elected officials. It's just they're taking all of those opinions and determining what they think is in the best interest of the community. But you always have an opinion.

Resident (Jane Mercadante, 8017 Kingswood Way): I never claimed to be an arborist.

Mr. Pawelczyk: You don't have to be. You can just send it in.

Resident (Jane Mercadante, 8017 Kingswood Way): Look at what survived.

Mr. Mills: Well, I think the key that he basically said, the plants that were damaged were ones of color. We don't want the community to look all green. We need to have color and that's what we're trying to do. Arboricolas, Variegated Arboricolas. We use those. Crotons give you color. In fact, my Crotons were frozen and they're coming back. They're springing back and those ones that you trimmed, are coming back.

Resident (Jane Mercadante, 8017 Kingswood Way): They said to wait until the end of March to cut it back, in our own yard, not across the street. They said to wait until the end of March. So, should we just take the dead leaves off and not cut the top, on the Ixoras and Crotons?

Mr. Spears: So, the best, the easiest way to figure it out, is take a knife, take a key, take the thumbnail and just scrape the bark until you find green and find moisture. That's where you need to cut it back.

Mr. Bosseler: A few months ago, we planted some trees, some bushes. We were told that in a few months that probably 95% is going to block the view. So, what happened to those bushes? Did they die?

Mr. Szozda: No. I just assumed they did get stunned a little by the freeze. They are still alive.

Mr. Spears: We haven't had a Summer with them. So, the peak growing of those Palms would be right now through Summer. Yes, we do give it a few months and then right now would be ideally when they would be taking off to spread and get bigger coverage. But now due to the freeze, we're in a different situation now.

Mr. Bosseler: Janey, I really think they're going to sprout.

Mr. Spears: They will.

Mr. Bosseler: I have a Ligustrum that's 20 feet long and about 15 feet high, but I planted it 15 years ago. A Ligustrum is not the answer, as it takes forever to grow.

Mr. Mills: Okay, let's move along. With regard to where we put the stone around the monuments for the bed, a lot of the areas were left bare, so we need to sod that. I think I mentioned that before.

Mr. Spears: Yes.

Mr. Mills: The tennis courts where they are, we had talked about putting in stone and I've given you the go ahead to do that. However, do not do that until after they are refinished and complete.

Mr. Spears: Yes.

Mr. Mills: Please take the mulch off of that, so they don't have any issues while they're refinishing it.

Mr. Spears: Okay.

Mr. Mills: Alright. Okay. I guess that's it for landscaping. Are there any other questions for Josh? Nope. Okay, we'll move along.

**FOURTH ORDER OF BUSINESS**

**Engineer's Report**

Mr. Mills: Engineers Report.

Mr. LeBrun: They are not on the line.

Mr. Mills: Alright. We'll bypass that today.

**FIFTH ORDER OF BUSINESS**

**Community Updates**

**A. Security**

Mr. Mills: Community updates. Security.

Mr. Baker: How are you?

Mr. Mills: Good.

Mr. Baker: Good afternoon. My name is Dakota. I'm the Operations Manager for DSI out of Tampa. We have no reports. We have ramped up here, checking with the guards more often. I've been out here probably four or five times this month alone or this previous month. We'll continue that. We'll check on the day shift, just making sure that they have everything that they need. It is a very informal process. One thing they did note, was the gate arm sometimes will randomly fall. It's since been fixed. They asked me to bring it up in a meeting because basically I don't want it to hit a car when you're driving through. But for right now it's been acting just well.

Mr. Brown: Which gate?

Mr. Baker: The visitor gate.

Mr. Szozda: What happened?

Mr. Baker: Sometimes that gate will just fall. That's where I'm at. It was brought up yesterday.

Mr. Brown: I asked him yesterday how things were going.

Mr. Szozda: I'll bring it up to our new guy. I told him nothing's broken since we got the new guy. I said go through and look at everything and make sure it's functioning to your understanding and responsibility. So, I'll let him know.

Mr. Brown: Have him check it. Because when I asked Matt on Monday how things were going, if anything was busted, he said everything was fine. Interesting. Okay, check it out.

Mr. Mills: Just to compliment. Your guards are doing a great job.

Mr. Baker: Fantastic. I appreciate that.

Mr. Mills: They really are. We like every one of them. Janice is very thorough, in fact, to the point where residents are getting nasty with her.

Mr. Brown: We will not stand for that.

Mr. Mills: It's been in the newsletter that Maureen did, about treating the guards with respect. So, I don't want you to think that we're not doing something about it, because we are addressing the issue.

Mr. Baker: I appreciate that.

Mr. Brown: Good for her.

Mr. Mills: Yeah.

Mr. Baker: Thank you so much.

Mr. Mills: Does anyone have any questions?

Resident (Jackie Curley, Kingswood Way): I know that she's thorough. I know that she's working.

Mr. Mills: There is one gentleman. I'll give you the name, that we have an issue with.

Mr. Baker: Okay.

Mr. Mills: Thank you very much for being here.

**B. BCA**

Mr. Mills: BCA. Jackie.

Resident (Jackie Curley, Kingswood Way): We have our upcoming annual meeting in April. We have three positions that will be open at that time. We have one house as of today, that's gone into foreclosure and there's a second one that potentially will be on the list this month. The website is updated and clean, thanks to Ms. Sandy Sussman and Mr. Richard Schoonmaker, who worked diligently with me to make sure that we didn't have things that shouldn't be on there and that we have things that would be helpful to the residents. We also put out a survey. I want to thank Jerry and Maureen. Tomorrow is the last day to figure out what we're doing socially and what the community wants, so that we can put a plan forward for 2026/2027. We have a May event on the 31<sup>st</sup> at 1:30 p.m., over in our pavilion. Our newsletter also went out a week ago. Some of them were delayed for some reason. We don't know why. I want to thank Maureen for that as well. The Isles of Baytree, between when Joanne walked and when she didn't walk, between 5:30 a.m. and 6:30 a.m., a truck dumped mattresses, hot water heaters, all kinds of stuff. They called some of the people that had addresses in there from Rockledge. They thought waste management picked it up. It is still there today. It's on the property of the golf course. The golf course seems to have washed their hands clean of it. So, they're just trying to get them picked up. It's a big pile. They did check with security because of the time frame. It's probably someone that lived there that filled their truck and then dumped it early morning.

Mr. Bosseler: There's a hot water heater and a couple mattresses. That's terrible.

Resident (Jackie Curley, Kingswood Way): There is an old grill. The final note is that our notes that go up to the VM, we had taken that over as a Board and said that our Secretary will take our draft minutes and put notes out to the VMs to distribute. However, we found out from our attorney, that once we put our hands on it, they become legal documents. So, we will not be

doing that anymore. The VMs attend the meeting and it's their job technically, to let their neighborhoods know what's going on. Same thing with the CDD.

Mr. Brown: Well, I take notes as a VM for the Hamlet during meetings and then I go home and I just type them up.

Resident (Jackie Curley, Kingswood Way): You do your individual one.

Mr. Brown: Right.

Resident (Jackie Curley, Kingswood Way): Yeah.

Mr. Brown: I'm going to continue to do that.

Resident (Jackie Curley, Kingswood Way): We can no longer do it.

Resident (Sandy Schoonmaker, Berwick Way): So, for three years I have been doing CDD work. What she just said. Do you want me to continue to do that?

Mr. Mills: Yes, please. You do a good job.

Mr. Darby: Jackie, I have two questions.

Resident (Jackie Curley, Kingswood Way): Yes.

Mr. Darby: What positions are open?

Resident (Jackie Curley, Kingswood Way): It doesn't matter.

Mr. Brown: Because there are three Board Members.

Resident (Jackie Curley, Kingswood Way): We just elect directors and then we pick what position they will serve. My term is up.

Mr. Darby: Okay.

Resident (Jackie Curley, Kingswood Way): Paul's term is up.

Mr. Darby: Paul is the Secretary?

Resident (Jackie Curley, Kingswood Way): Alan Oskey's term is up.

Mr. Mills: Arty?

Resident (Jackie Curley, Kingswood Way): No, Mr. Nick Williams. The three of us are up.

Mr. Darby: The house include foreclosures, does the BCA have liens against those houses?

Resident (Jackie Curley, Kingswood Way): They had the lien and now it's gone into foreclosure. As of today, April 1<sup>st</sup>, they had to clean up and come to pay their fines and everything.

Mr. Darby: Oh, so the foreclosure is being closed out, is what you're saying. It's been sold?

Resident (Jackie Curley, Kingswood Way): No.

Mr. Darby: So, the lien is still open.

Resident (Jackie Curley, Kingswood Way): The lien, yeah.

Mr. Darby: Okay. You have two liens and two foreclosures?

Resident (Jackie Curley, Kingswood Way): We have two under lien and one is to go into foreclosure. They had until end of day today.

Mr. Mills: Is the fee still \$20,000 behind?

Resident (Jackie Curley, Kingswood Way): No, we cleaned one up. We cleaned up \$4,000 of it.

Mr. Mills: So, you have \$16,000 open?

Resident (Jackie Curley, Kingswood Way): Yeah, roughly. Three of them are all from the same area. One is, as you know, is the one on Baytree Drive that no one is living in. We were mowing the yard and now we're not. They're getting a check from the bank. So, we're going back and forth on that.

Mr. Mills: Wow.

Resident (Jackie Curley, Kingswood Way): That's it.

Mr. Mills: Thanks, Jackie.

Mr. Darby: Thank you.

## **SIXTH ORDER OF BUSINESS**

### **Consent Agenda**

#### **A. Approval of Minutes of the February 4, 2026 Board of Supervisors Meeting**

Mr. Mills: Moving along, we have approval of the minutes. Do I hear a motion to approve them?

Mr. LeBrun: I did receive some corrections. They just misidentified one resident, so I have those.

Mr. Mills: Oh, okay.

Mr. LeBrun: They put Sandy, but it was Maureen.

Mr. Mills: I saw that.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Minutes of the February 4, 2026 Board of Supervisors Meeting were approved as amended.

**SEVENTH ORDER OF BUSINESS**

**Agenda**

**A. Consideration of District Counsel Fee Structure Adjustment**

Mr. Mills: We'll go to the consideration of the District Counsel fee. Do you want to address that, Michael?

Mr. Pawelczyk: I certainly will. The last time that we increased our fee was three years ago. We're proposing an increase from \$275 an hour for a partner and \$225 for an associate, to \$300 for a partner and \$250 for an associate. We are proposing that the increase take place starting on October 1, 2026, the start of the next fiscal year. I really don't think it's going to affect your budget. I like to think that our rates are very, very low for what we do, even though it's a local government rate. I was actually, for historical purposes, looking back and our rate in 2005, when we first became counsel here, was \$225 and \$175. So, I think we've done a good job of keeping the rates pretty steady over the years.

Mr. Mills: Yup.

Mr. Pawelczyk: It made me think that I should have probably asked for more.

Mr. Darby: You're not going to get it.

Mr. Pawelczyk: I know. Also, as part of this, what we typically do, is we indicate in our letter here, that we're not going to ask for another adjustment for at least three years. So that way we're not always coming back to you time and time again. That's if we do at all.

Mr. Mills: My attorney charged \$350 an hour 10 years ago.

Mr. Pawelczyk: Well, there is a difference between a local government and a private attorney. We do charge our private clients, if we're consulting developers on CDD issues, significantly more than that. When we have new clients, we start at \$350 an hour for new CDDs, but we don't go back for our longtime clients because we value that relationship. Anyway, it is what it is.

Mr. Mills: You've done a great job, Mike.

Mr. Pawelczyk: I appreciate it.

On MOTION by Mr. Brown seconded by Mr. Darby with all in favor the District Counsel fee adjustment increase to \$300 for a partner and \$250 for an associate effective October 1, 2026 was approved.

**B. Discussion of Fiscal Year 2027 Preliminary Budget**

Mr. Mills: Alright. It's up to you, Jeremy.

Mr. LeBrun: We are still in our preliminary budget, brainstorm discussion period. The budget is scheduled to be presented at your May meeting. So last time we met, the Board asked staff to bring back two options for the budget. Those are reflected in your agenda books. You asked for Option 1, which has a \$100 increase and Option 2, which has a \$200 increase. So, all of those changes are reflected there, with the main change just being to add money into the Pavement Management Reserve Fund. That was the main option behind that. Then also the two wire irrigation phase costs were also added. So that's pretty much the update we gave you and it is back to the Board for discussion. We're not approving anything today, but at the next meeting we'll bring back whatever the Board wants for the May meeting.

Mr. Mills: Is there any discussion from the Board?

Mr. Brown: Jerry, when you did that road reserve a number of years ago, there was a number that they projected that we should have by a certain year, 2026 or something like that.

Mr. Darby: Funny you should ask. I just happened to write it down here.

Mr. Brown: Oh, you're welcome.

Mr. Darby: In 2005, we did the projection at the end of 2027, which is the next fiscal year. We projected to have \$758,000. With Option 2, we would have around \$639,000, which is \$118,000 short. If you do Option 1, we would be \$163,000 short. Now that projection was based on a significant road improvement in 2028.

Mr. Brown: Right.

Mr. Darby: Which I think was in the \$207,000 range. So, we have an issue here with the engineers that are going to assess the roads. So, it's kind of difficult to make a judgment as to whether or not we need those additional funds, until they come back to us and say how many road repairs, we're going to have to do in 2028. I always think that having more is better.

Mr. Brown: I do too.

Mr. Darby: Plus, the fact, we know that oil and anything petrochemical is going right through the roof. It goes up and it's really sticky coming down. So even if things are resolved, it's

very likely that the cost of this, whatever I projected in 2005, is going to be way off site. So, my feeling is, we ought to go for the \$200 increase.

Mr. Brown: I would agree. More is better. Do we have any idea of when we're going to get that Engineer's Report?

Mr. LeBrun: No, but hopefully we'll have it by the May meeting. We requested it as soon as possible. The Board approved it back in early March. You guys approved everything and Mel signed it, but I don't have a date of when it's going to be presented.

Mr. Brown: Can you light a fire under them and tell them that we need to have that by our May meeting?

Mr. LeBrun: Absolutely.

Mr. Mills: He thought he was going to have it by this meeting.

Mr. Brown: That's what I thought too.

Mr. Mills: Just tell him we're disappointed it didn't happen.

Mr. Darby: I mean, I think it's absolutely critical that we have that information in order to make a determination.

Mr. Mills: I agree Jerry.

Mr. Darby: It is probably the largest capital expenditure that this organization will face.

Ms. Hill: They gave us a report on the sidewalks and that comes out of that same budget. So, they're telling us that 13 miles of sidewalk needs to be replaced.

Mr. Mills: That's going to be a costly situation as well.

Ms. Hill: That's the same budget. That's the roads and the sidewalks.

Mr. Mills: Well, when they did the sealing of the road, I think the number that I remember to replace the roads back then, was almost \$2 million. I would hate to think of what it is today.

Mr. Darby: Right.

Mr. Brown: But they also told us at last meeting that they would get back to us regarding their research on coating the sidewalks and we haven't gotten anything yet. So, I'm really disappointed in the engineering company.

Ms. Hill: I have their report from 2023. I just have to say that they have not been very disciplined. They have not met any of our requests.

Mr. Mills: Jeremy, do you have any other engineering firms that you use? Because I know that you guys recommended these people.

Mr. LeBrun: So, about a year ago, I had four Districts in Champions Gate, Orlando. It's a pretty big market, centrally located. We did a Request for Proposal (RFP) for four of those Districts and we only had two responses. One of them was Dewberry. So, there's not a whole line of people trying to get this work.

Mr. Mills: We just might want to keep it in our mind. If they drag this out to the next meeting, I think we need to look.

Mr. LeBrun: We've already had the phone call with the owners. I made a note to follow up.

Mr. Mills: Okay, good.

Ms. Hill: They quoted us a price of \$11,000 to do the Engineer's Report and we approved it. We didn't haggle.

Mr. Mills: Yep.

Ms. Hill: Then they just blew away.

Mr. Darby: No, I think it's absolutely imperative that they must have it to us prior to the May meeting, because we need to make a decision on the budget.

Mr. Mills: Agreed. Alright. Moving along.

**C. Ratification of Dewberry Work Authorization Number 2026-2 for 2026 Roadway Inspection Report Update**

On MOTION by Mr. Darby seconded by Mr. Brown with all in favor Work Authorization Number 2026-2 for 2026 Roadway Inspection Report Update was approved.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Mills: Attorney's Report. Mike?

Mr. Pawelczyk: I don't have anything, unless there are any questions for me.

**B. District Manager**

**i. CDD Action Items**

Mr. Mills: District Manager. Do you have anything, Jeremy?

Mr. LeBrun: We just have the Action Items List that the Board requested be added. Just to go back, do you want me to bring back the \$200 increase option for the next meeting?

Mr. Mills: Yes.

Mr. LeBrun: On that note, in May, the Board will adopt the Proposed Budget. That sets the high-water mark. So, if the report comes back favorable, you can always lower it.

Mr. Mills: Rob, I had asked Josh to give us a quote on doing Section 2 and Section 3 of irrigation. I have not gotten it. Would you please ring a bell, if I don't get to him first?

Mr. Szozda: Will do.

Mr. Darby: We're also going to have to put that \$38,000 someplace into this budget.

Mr. LeBrun: Depending on when the work is supposed to start, we may be able to cover that out of the fund balance, as line items are trending very well, which is good news.

Mr. Darby: Good point.

Mr. LeBrun: So, the Action Items List is there for the Board. I put the projects that we have on there. Rob will probably cover a lot of them in his report. But the Board wanted the Action Items List, just to keep track of those.

Mr. Darby: Yeah.

Mr. LeBrun: The lake shore restoration, like one resident mentioned, they told me that they would be there Q-2 and then I don't really get much more information. It sounds like they just showed up and started working on the lake bank restoration. So, if I had known an exact date, I definitely would have pushed it out. Sometimes they're good about notifying when the guy comes onsite. He'll like knock on the door and say, "*Hey, I'm going to work.*" But I don't know if that happened.

Resident (Sandy Schoonmaker, Berwick Way): He never does. My point was, just let the people know.

Mr. LeBrun: Yeah, and if I knew, I would have said something.

Resident (Sandy Schoonmaker, Berwick Way): If we know when to expect these people to come and work, then we'll be ready.

Mr. LeBrun: Sure.

Resident (Sandy Schoonmaker, Berwick Way): They're driving their stuff between the houses.

Mr. Mills: Also notify the Board, because I had no clue and I got a phone call.

Mr. LeBrun: I didn't know until he was onsite.

Resident (Sandy Schoonmaker, Berwick Way): Yeah. But you do know what lakes are going to be done? That's my point.

Mr. LeBrun: Yes.

Resident (Sandy Schoonmaker, Berwick Way): That's what I want you to share with people. He's a nice guy.

Mr. Mills: Okay.

Mr. Darby: When we designate the lakes, would it be appropriate just to send out a general letter to those people who border those lakes?

Resident (Sandy Schoonmaker, Berwick Way): Yes.

Mr. LeBrun: I can send out something. That's all I have.

Mr. Mills: By the way, thanks for the Action Items List, but maybe you need to add those things that we just talked about, with regard to the engineering company.

### **C. Field Manager**

Mr. Mills: Okay, I guess we're up to you, Rob.

Mr. Szozda: I had a couple of things. I'm going to just put this sign here if you want to look at it. I believe this is something that Fast Signs produced for us, for some of the bad signs we have in the neighborhood. I'm also passing out the proposal from Nidy for the tennis court conversion to pickleball. At the last meeting, we brought up the mesh additive. I compared it to concrete spaces like rebar, so that these courts have more elasticity to them. It's just a stabilizing material. Coastal Courts who was the second lowest bidder, has a write up online that says fiberglass mesh provides a flexible reinforcing layer and moves with the slab and prevents structural cracks. So, I talked to Coastal Courts about this material and that's what it is. It stabilizes it and prevents cracks from coming on sooner and lengthens the life of the court. It's just another measure of preserving the courts. So that addition itself is \$7,125.

Mr. Darby: Real quick question. I think we had a prior estimate or opinion that just fixing it without fiberglass, would probably give us a five-year life. What kind of life could we expect if we invested in the fiberglass overlay?

Mr. Szozda: I don't know that they were willing to do anything different than what they are representing.

Mr. Darby: But from a practical standpoint, as opposed to a guarantee, in their experience do they find that courts last two, three, five years longer with fiberglass?

Mr. Szozda: I think they said that it lasts a couple of years longer.

Mr. Mills: At one point, it says two-year warranty. That's it?

Mr. Szozda: Yeah. I thought I'd addressed some of this last time, but all of them look the same. There are no real guarantees, and they tell you that it's going to crack on all of the proposals.

Mr. Mills: How about the workmanship? What's the guarantee on the workmanship?

Mr. Szozda: I think it is one year.

Mr. Mills: Only a year?

Mr. Szozda: Yeah.

Mr. Mills: But then the coating is for two years.

Mr. Szozda: It says that the surface is warrantied against peeling and flaking for one year from application. Problems from normal wear, vandalism and improper care are excluded. Their warranties are basically one year.

Ms. Hill: Well, but it said physical properties was warrantied for two years.

Mr. Darby: That's on the materials itself.

Ms. Hill: Yes. So, it was one year on the workmanship and two years on the materials.

Mr. Darby: Right. The manufacturer is guaranteeing that and Nidy is guaranteeing workmanship. So, there are two different guarantees.

Mr. Szozda: I discussed this a little bit before. The base is old. Two of the companies came back and said that its old and two companies said that they will refinish it as is.

Ms. Hill: Okay.

Mr. Szozda: One other note, I see the price on the front here for the temporary nets. They're only \$20 more.

Mr. Darby: I mean, I think there are a couple things, Rob, that we want to take a look at. First, I would suggest that we go with the permanent post. There's very little difference. The other question is, do we replace the tennis nets at \$325 each? Certainly, one should be replaced, but the other one is marginal. Maybe for \$325, we go ahead and replace it.

Ms. Hill: We only have one net.

Mr. Darby: No. We have two tennis nets because one net is going to be between two pickleball courts.

Ms. Hill: Oh, ok.

Resident (Maureen Ksiez, Balmoral Way): So, we're thinking about using one of the existing tennis nets to divide two pickleball courts?

Mr. Darby: That's correct.

Resident (Maureen Ksiez, Balmoral Way): Is there a concern? I thought they were going to be separate.

Mr. Darby: They're back-to-back.

Resident (Maureen Ksiez, Balmoral Way): It would have a different orientation because balls from one pickleball court will likely be going to the other courts often because there are two sets of players playing into each other. I know we're going to put a net between the tennis and the pickleball, but with the orientation, the way it's drawn out...

Mr. Mills: We had talked about that at the last meeting.

Mr. Darby: Let me go back and explain that. What we decided to do initially, is to orient the pickleball courts in the same orientation as the tennis courts. So, there would be two pickleball courts essentially in the space of the tennis ball courts, oriented in the same direction. The existing tennis net, which will now be converted to two pickleball courts, will stay as a barrier between the pickleball courts so balls don't go in. We had discussion on whether or not to have a divider between the pickleball and the tennis courts, the cost of which was fairly significant and we said, well, those can be put in at any time. Perhaps we'll just try it the way it is and if we get a lot of complaints with pickleballs going over tennis court, we can invest in a divider between the courts at a later date. So that is where the Board is thus far.

Ms. Hill: But when you survey the courts that have done it, like Suntree, I don't see those barriers there.

Mr. Brown: We don't have it now between two tennis courts.

Mr. Mills: No, we don't.

Mr. Brown: Tennis etiquette is if the ball comes into your court, you kick it over to the court that it came from.

Mr. Darby: Yeah.

Resident (Maureen Ksiez, Balmoral Way): The concern, though, was that two pickleball courts are going to be playing into each other.

Mr. Brown: There's a net between them.

Mr. Darby: There would be a net between them.

Mr. Brown: There'll be a rare occasion that a ball goes over that net.

Mr. Darby: Maureen, we looked at the cost of a large, tall net to be between the pickleball courts, and it was very expensive.

Mr. Mills: Very.

Mr. Darby: So, here's some of the problem that we're faced with. We have an \$18,000 budget. First of all, we wanted to get the courts repaired. Now we're increasing that to accommodate pickleball. We don't honestly know what the interest in pickleball is going to be. We assume it's going to be good, but it could be like bocce ball, where it doesn't get the play that we thought. So, the thought was, let's invest at this level, find out what happens and really get feedback as to some of the improvements that should be made to the courts, with any modifications being made at a later date. All of this is modular. The real big issue is deciding whether to go to pickleball and getting the striping and painting and repairs done as we've been talking. So that's what this is about.

Resident (Maureen Ksiez, Balmoral Way): Okay, what's the bottom line? You said that you've already budgeted \$18,000. How much are you going over the \$18,000?

Mr. Darby: My estimate, Rob, correct me if I'm wrong, would be around \$23,000, just to do the repainting without the fiberglass. With the fiberglass, it's around \$30,000. So whichever option you use, you are \$12,000 over budget.

Resident (Maureen Ksiez, Balmoral Way): \$12,000 more for pickleball?

Mr. Darby: \$12,000 for the fiberglass option.

Resident (Maureen Ksiez, Balmoral Way): Now, is that going to include the nets and everything, too?

Mr. Darby: It includes the pickleball nets and replacing the posts. It does not include a replacement practice board. We have to talk about the shuffleboard/bocce ball conversion, because they quoted \$19,000 to paint that. I guess the question becomes, which is why I asked Rob how much more coverage in terms of time we have, by investing in fiberglass. I think fiberglass is probably ultimately the right thing to do.

Mr. Mills: Yep.

Mr. Darby: We will probably get seven to eight years out of it, as opposed to four or five. I think the last time that we did this was five years ago, right, Rob?

Mr. Szozda: I thought it was in 2018.

Mr. Darby: Is it 2018?

Mr. Mills: I know it's been a while.

Mr. Szozda: The courts aren't horrible. It is seven years later.

Mr. Darby: You have some massive cracks out there. They're big. It's up to the Board.

Mr. Brown: So, for \$23,000 we get fiberglass?

Mr. Mills: No, \$30,000.

Mr. Darby: \$23,000 is the base conversion. If you add another \$7,000, it gets you to \$30,000.

Mr. Szozda: Yes. On replacing both nets?

Mr. Darby: You know, for \$325, I would do it.

Mr. Mills: Are we going to ratify this today?

Mr. Darby: I think we need to make a decision, if we want it anytime in the near future.

Mr. Szozda: They are doing two weeks out. Two to three weeks.

Mr. Brown: Well, the big issue is where we are going to get the money. Right now, it's, it's \$5,000 over budget. If we decide that we want the fiberglass, now it's a bigger number. Where is that money going to come from?

Mr. Mills: It will be \$12,000 over.

Mr. Brown: \$12,000 over.

Mr. LeBrun: So, in your Capital Projects Fund, there are areas in there that may or may not be spent. For example, we have \$14,000 budgeted for sidewalk repair. Nothing's been encumbered to that line item. So, let's say we only have \$10,000 of sidewalk repair. There's \$4,000 there. So, it would have to come from some savings from other areas because it's not budgeted.

Mr. Bosseler: Weren't we going to ask the BCA for help?

Resident (Jackie Curley, Kingswood Way): Artie said, do not make any commitments in his absence.

Mr. Bosseler: Repeat that?

Resident (Jackie Curley, Kingswood Way): Artie, our Treasurer said, *“You can go to the meeting, but don't make any commitments. Don't raise your hand.”*

Mr. Brown: No and that's fair. Artie in conversation has said, if it's for the entire community, your Board doesn't have that much of a problem.

Resident (Jackie Curley, Kingswood Way): No.

Mr. Brown: But if it's for individual specific areas, then they did have a problem. So, this is for the entire community. Basically, we could say we were going to go ask them for \$12,000.

Mr. Mills: That's what I would do.

Resident (Jackie Curley, Kingswood Way): We don't do the budget until later.

Mr. Brown: The Board can approve the disbursement of money out of your Reserve Fund.

Resident (Jackie Curley, Kingswood Way): Right.

Mr. Brown: The thing is, we could ask you for \$12,000 or we could ask you for the entire \$30,000. That's the option.

Mr. Mills: Ask for half.

Mr. Brown: You're sitting with almost \$100,000.

Resident (Jackie Curley, Kingswood Way): Okay, but he just came up with \$10,000 for the sidewalks.

Mr. Brown: Last year we spent over \$14,000 on sidewalks.

Ms. Hill: Now they're telling us, the sidewalks are \$13,000.

Resident (Jackie Curley, Kingswood Way): It is \$38,000 for plants.

Mr. Brown: Yeah, we got another \$38,000 for that. Yep.

Mr. Mills: Jackie, tell them that we want a half of it, \$15,000.

Resident (Jackie Curley, Kingswood Way): Tell Artie that's what you're requesting, \$15,000?

Mr. Mills: \$15,000. That's half. They pay half, we pay half.

Mr. Bosseler: I disagree. I think we should ask them to pay for the whole thing. We've been sitting on this money year after year after year.

Mr. Mills: That's true.

Mr. Bosseler: The BCA is not supposed to have this sizable amount of money and just sit there.

Resident (Jackie Curley, Kingswood Way): I will just say that we are in the middle of lots of legal fees right now. Okay? So, we have to weigh that out with what's going on in the community as well. So, as a Board, we'll definitely discuss it and we'll look at the budget. I'll let Artie know that you guys are at minimum, asking for half or at a maximum, asking for the whole thing. Unfortunately, it will be the new Board that decides because we'll be voted out at the first meeting and then either voted in at the next. Which means the VMs have a lot of power here.

Mr. Brown: Well, it depends upon how the Board is going to vote for what we're asking for.

Resident (Jackie Curley, Kingswood Way): I have to make sure that we can get it on the agenda for April.

Mr. Darby: So, it sounds to me that this issue has to be tabled until the BCA meets.

Mr. Brown: Let me ask a question. I think for \$23,000; we can find \$5,000 somewhere. Okay? But it's a different story trying to find another \$7,000 on top of that, given that we need to spend \$38,000 for plants and God knows what else is going to happen. How flexible is the company from the standpoint, if we vote today to spend the \$23,000? April 20<sup>th</sup> is your meeting. Say on April 21<sup>st</sup>, the BCA Board says that they will kick in \$15,000. Can we then go to \$30,000, because their \$15,000 and our \$18,000 more than covers it?

Resident (Jackie Curley, Kingswood Way): We have \$18,000 already.

Mr. Brown: We already have \$18,000 in the budget.

Resident (Jackie Curley, Kingswood Way): So, don't ask for more than \$18,000.

Mr. Brown: No.

Mr. Darby: No, I think you're asking for either \$30,000 or \$15,000.

Mr. Brown: I'm asking right now, can we approve the \$23,000 and then three weeks from now, can we tell Nidy, "*Oh, do the fiberglass, because we have the money?*"

Ms. Hill: How much notice do they need to do fiberglass?

Mr. LeBrun: We meet on May 6<sup>th</sup>, so by the May 6<sup>th</sup> meeting, we would know the outcome.

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

Mr. Darby: That's probably the best thing.

Mr. Mills: Let's do that. Let's table that.

Mr. Pawelczyk: If it helps, I've already drafted a Small Project Agreement, knowing that we're going to approve something.

Mr. Szozda: I can call them tomorrow and tell them that the Board wants to do the fiberglass. They can schedule it. I don't think it's a big change to the process. It's another coating. It's just another step in the process.

Ms. Hill: Okay.

Mr. Mills: But another \$10,000 for two years more, is worth it to me to do the fiberglass. If you're going to do it, do it right.

Mr. Darby: Yeah.

Mr. Mills: Alright, we're going to table that.

Mr. Darby: Rob, just two comments. Try to get an estimate from them on the practice board. They didn't do it last time. Then make sure they know they're talking about permanent pickleball posts. Okay?

Mr. Szozda: Yes.

Mr. Darby: We'll have to make a color selection, that sort of thing. New tennis nets, make sure they know that. And that shuffleboard, we need to figure that out.

Mr. Szozda: Okay.

Mr. Mills: Wait, Rob, one second.

Resident (Maureen Ksiez, Balmoral Way): Jackie, how much is actually in the account?

Mr. Brown: It's over \$80,000.

Resident (Jackie Curley, Kingswood Way): We have a couple of CDs.

Mr. Brown: The money market account and the other accounts are well over \$80,000.

Mr. Mills: Okay. Sandy and Maureen, if you're going to send this out, please do not quote any prices. Just say tennis court/pickleball discussion.

Mr. Brown: Why not?

Mr. Mills: Because it's not firm yet. We don't know exactly what we're doing.

Mr. Brown: Why can't I tell the neighbors that this is what we've decided to do?

Mr. Mills: We haven't decided yet.

Mr. Darby: You can expect a final decision at the May meeting.

Mr. Brown: Well, maybe then they'll come to the BCA meeting and all of the pickleball people will say, "*Hey, give them more money.*"

Resident (Jackie Curley, Kingswood Way): Okay. So that's why my notes go through him, so that I'm saying what the Board wants me to say.

Mr. Brown: Freedom of the press.

Mr. Mills: Yeah. Okay, let's move along. I'm sorry, Rob.

Mr. Szozda: Okay, I'll be quick in the spirit of the launch. We heard from Brevard Pools today. They're not going to start until the 8<sup>th</sup>. It's two days later.

Mr. Darby: Okay.

Mr. Mills: So, we have to change the boards.

Mr. Szozda: Yeah, I'll change the board.

Resident (Not Identified): Is there any problem with the aerobics class on the 7<sup>th</sup>?

Mr. Szozda: They will start draining the pool on the 8<sup>th</sup>. I did request a bid from an individual that worked on my house, to at least give us pricing on remodeling the bathrooms. It just came in today. If you want to gut them, it's just over \$70,000 to remove the tile and put in new tile in both the Men's and Women's bathrooms. I'll send it to everybody. It will have a list of everything that they priced. There will be new faucets, new sinks and new toilets. It's basically everything.

Ms. Hill: Can we pick and choose?

Mr. Szozda: Yeah, that's what I told them. I said, "*We'll definitely pick and choose.*"

Mr. Mills: Could you send that to each one of us Board Members, so we can look at it, please?

Mr. Szozda: Yeah.

Resident (Sandy Schoonmaker, Berwick Way): On the bathrooms, I've had questions from people who use the playground and the courts. Are the bathrooms going to be completely out of order the entire time that the pool is being worked on?

Mr. Szozda: The pool people will be using the bathrooms. I'd say we don't want them in the work area.

Mr. Darby: Yeah, I agree with that.

Mr. Bosseler: Can we rope off the area?

Mr. Szozda: Yeah, we could do something.

Mr. Bosseler: So, the tennis people could just come in.

Resident (Sandy Schoonmaker, Berwick Way): Kids use the playground. But being an early childhood person, I'm going to tell you, if you're messing with little kids and people who are workers, there could be issues. Do you know what I'm saying?

Mr. Mills: Well, another thing that we have to consider, is they're closing the park on Interlochen and they're putting in pickleball courts where that playground is. So that's going to impact us with. Because a lot of people from here, go there with their kids. So, we're going to have that issue.

Ms. Hill: What is the date when they close it?

Mr. Mills: I don't know. But I have information that it says they will be closing that and putting pickleball courts in.

Ms. Hill: That was published in the newspaper?

Mr. Mills: Yeah.

Mr. Brown: Well, are we going to keep the bathrooms open or not?

Mr. Mills: Yeah.

Mr. Szozda: I can get them to rope the area off.

Mr. Bosseler: You and I will take a look at it.

Mr. Mills: Well and you got a lot of contractors that use those bathrooms. I guess they get people that are at the pool. I know Tropicare used to have a key.

Mr. Szozda: Okay, well, I think what we'll do is probably keep it open as much as we can.

Resident (Sandy Schoonmaker, Berwick Way): What am I telling people? Because they want to know.

Mr. Bosseler: I think we have to wait and see, at least until next Wednesday. What we'll do, is we'll see if we can rope it off. But we need to see what equipment they bring in and how much space they need. Now, they assured us that they are not going to ruin our new deck that we just put in last year. So, I think once we get past the initial draining, we'll know better.

Mr. Mills: Maybe we ought to close it. The reason I say that, is because you're going to have a hole, not water. That's going to open up another issue with liability.

Mr. Bosseler: That's true.

Mr. Mills: So, I think we should keep it closed.

Mr. Brown: I think we just close it.

Mr. Mills: Yeah.

Mr. LeBrun: So typically, if there's an amenity under construction, like the pool has that fence, typically we will close the entire venue just for insurance purposes.

Mr. Mills: Yes, exactly.

Mr. LeBrun: We don't know what they're doing. The whole fenced area would be closed off. That's pretty standard. I'm sure they wouldn't want people walking through their work site.

Mr. Mills: Yeah.

Resident (Sandy Schoonmaker, Berwick Way): We need to tell people.

Mr. Bosseler: That is a good point.

Mr. Mills: It will be closed, period.

Mr. LeBrun: I believe the message that Paula sent out, said the pool amenity will be closed.

Resident (Sandy Schoonmaker, Berwick Way): It didn't say anything about the bathrooms, though and I'm just not sure people are going to put two and two together. I'll put it at the top of the newsletter.

Mr. Mills: No, don't put it in.

Resident (Sandy Schoonmaker, Berwick Way): I'll put it in the top and just say, "*April 8<sup>th</sup> pool closing. The entire enclosure will be locked for safety purposes.*"

Mr. Mills: Perfect.

Resident (Sandy Schoonmaker, Berwick Way): Because it's a safety issue.

Mr. Mills: It is a safety issue.

Mr. Szozda: The concrete company will be putting concrete at the back gate, to put a conduit under the stones. We're in good shape there. We ground probably around 40 sidewalk spots, between South Point and Ashland Court. We continue to have good luck with the gates, the cameras, everything continues to work.

Resident (Sandy Schoonmaker, Berwick Way): One more thing about the pool. I just wanted to let you know, I didn't smell a whole lot of it, but this past Tuesday, some of the people were saying they smell natural gas at the pool.

Mr. Szozda: But there is a smell when it burns. I'll smell it. I can go check it afterwards. If you call the gas company and tell them you smell gas, they shut off the gas. The raccoon, our options are to pay somebody to trap it. The FWCC does not trap raccoons. You pay somebody to

trap it. They release it on land that has at least 40 acres and you have to get permission from the landowner. If you choose to euthanize it...

Mr. Mills: I know the perfect place. Space Coast Credit Union. Let them put it there.

Mr. Brown: Put it in the garage.

Mr. Szozda: We can release it someplace else on our property. The last option is, we can shoot it, but you need to understand your local laws for discharging firearms.

Mr. Mills: We can't do that.

Mr. Szozda: Do you want me to get somebody to trap it?

Resident (Sandy Schoonmaker, Berwick Way): No, because there are raccoons all over the neighborhood. You're going to be trapping raccoons until the cows come home. Are you talking about the racoons in Turnberry?

Mr. Szozda: No. We're talking about the raccoon that gets on the pool deck. That is not afraid of people that walks around during the day.

Mr. Darby: Yeah, let's get rid of it. It's probably rabid and that's the last thing you want to have happen.

Ms. Hill: Usually, they are afraid of people unless they're sick.

Resident (Sandy Schoonmaker, Berwick Way): People are feeding them.

Mr. Mills: Okay, let's have some order here.

Resident (Sandy Schoonmaker, Berwick Way): The raccoons are hanging around because people are feeding them. There are four or five that live in our area. Yes, they do get onto pool decks. We have one homeowner in Turnberry that feeds them.

Mr. Darby: Yeah, but we're talking specifically about the one at the pool. That's the only one we're talking about.

Mr. Mills: What was the price to trap it?

Mr. Szozda: I didn't get one.

Mr. Mills: Get a price and if it's not too exorbitant, go ahead and get it trapped.

Resident (Sandy Schoonmaker, Berwick Way): Do you want me to put something in the next newsletter saying, "*Please don't feed the wildlife*"?

Mr. Mills: Exactly.

Mr. Darby: Just keep it running in every newsletter.

Mr. Mills: They're still going to feed the birds.

Mr. Szozda: The lady sent me a bunch of information that I can send out about not feeding them. I have a couple more items. We have some carp barrier issues. They have all been repaired. The bridge at the golf course, I heard nothing.

Mr. LeBrun: I reached out to the golf course asking for the specs and repair information. They haven't responded back yet. I don't know if any golfers have seen it.

Mr. Brown: They haven't done anything to it. I just rolled over it today. They haven't done anything to that bridge in years.

Mr. Bosseler: I thought they were going to.

Mr. LeBrun: They said that they were going to look at it.

Mr. Mills: The last discussion we had, the lumber was on order, correct?

Mr. LeBrun: Correct.

Mr. Mills: Did they order from China?

Mr. LeBrun: I don't know where it came from.

Ms. Hill: Mike, what else can we do?

Mr. Pawelczyk: I'm not going to discuss any of that in the meeting. We'll have to look into it. It's not appropriate to discuss legal strategy at a public meeting.

Ms. Hill: Okay.

Mr. Mills: Can we do an Executive Session?

Mr. Pawelczyk: Only if you file a lawsuit.

Mr. Szozda: This is my last item. You saw the letter that I sent to Brevard County Public Works?

Mr. Mills: Yeah.

Mr. Szozda: They did call me and say they're sending it off to somebody. They did acknowledge receipt of it.

Mr. Mills: Anything else, Rob?

Mr. Szozda: I've got a few things that I'll send you offline.

Mr. Mills: Okay. Alright. Good.

## **NINTH ORDER OF BUSINESS**

## **Treasurer's Report**

### **A. Consideration of Check Register**

Mr. Mills: Treasurer's Report, Jeremy?

Mr. LeBrun: We just have our Check Register for February 2026. For your General Fund, you have Checks #229 through #245 and ACH utilities, in the total amount of \$140,876.42. In the Payroll Fund, we have Checks #50743 through #50747, in the amount of \$923.50 and one check from the Capital Reserve Fund. The grand total of the Check Register is \$143,736.11. Are there any questions? If not, we need a motion to approve.

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the Check Register for February 2026 in the amount of \$143,736.11 was approved.

**B. Balance Sheet and Income Statement**

Mr. Mills: Balance Sheet?

Mr. LeBrun: Behind that, you have your Unaudited Financials through February 28, 2026. No action is required by the Board. It is there for your information. We are at 97% collected for our assessments. You guys are looking good.

Mr. Darby: Good.

Mr. Mills: Very good.

Mr. Brown: We're over budget.

Mr. Mills: Anything else, Jeremy?

Mr. LeBrun: No.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Mills: Supervisor's Requests, Richard?

Mr. Bosseler: Nothing.

Mr. Mills: Rick?

Mr. Brown: Nothing.

Mr. Mills: Jan?

Ms. Hill: No.

Mr. Darby: I'm good.

Mr. Mills: I have two things. Is the Board okay if I negotiate a deal with Josh that we pay for the cost, not the retail price of the plants and then pay whatever his labor costs are?

Mr. Darby: As opposed to the \$38,000?

Mr. Mills: Yeah.

Mr. Darby: Do we know what that number is?

Mr. Mills: I don't know what that number would be.

Mr. Darby: Can you bring it back to the May meeting?

Mr. Mills: I could, but I think he wants to replace them as quickly as possible. But we can do that. I probably have that in my budget.

Mr. Brown: How much do you think he would want? How much do you think you can get him down?

Mr. Mills: I don't know how many plants he has. That's the problem. They're probably making a 25% to 30% markup. So, if we get it at cost, that could be a significant number. But that's what I was aiming for, and I could work with him on that.

Resident (Not Identified): We have a landscape guy in our neighborhood who is trying to get business, and I ask him about plants and such because he's planting Ixoras. So, there's a big mark up and he's charging us as residents \$28.

Mr. Mills: I talked to Josh the other day. He called me with regard to plants. The nurseries down south are surcharging all of the plants because they didn't have it. So, they're surcharging it to them. So, then they're going to try and pass it along to us. Josh is trying to get that stuff all worked out, because we're not his only customer, as you well know. He's all over the place. So, I'm going to try to get the cost plus labor.

Mr. Darby: Hey, Jeremy, do we have \$22,000 in the Beautification Fund so far this year?

Mr. Mills: I don't think so.

Mr. LeBrun: It looks like through February, \$22,000 was charged to the Beautification Fund.

Mr. Darby: So, another \$30,000 would put you over budget?

Mr. LeBrun: Yeah, it looks like \$27,695 is in there as of January.

Mr. Darby: \$27,000 against a budget of \$45,000, which leaves \$18,000.

Mr. Mills: Now we have to pull \$7,000 out of that for stone when that goes in.

Mr. Darby: Alright, so now you're down to \$13,000.

Mr. Mills: Yeah, that's what I'm saying. Maybe I can get him at cost plus labor. Anything else to be brought forward to the Board?

Mr. Darby: No.

Mr. Mills: If not, I'm going to request a motion to adjourn. Thank you all for coming. I appreciate the audience.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Brown seconded by Mr. Bosseler with all in favor the meeting was adjourned.
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\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# SECTION VII

# SECTION A

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAYTREE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Baytree Community Development District (“**District**”) prior to June 15, 2026, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 5, 2026

HOUR: 1:30 p.m.

LOCATION: Baytree National Golf Links Meeting Room  
8207 National Drive  
Melbourne, FL 32940

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF MAY, 2026.**

ATTEST:

**BAYTREE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

Exhibit A

***Baytree***  
***Community Development District***

***Proposed Budget***  
***FY 2027***



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**Baytree**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Projected Thru 09/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Maintenance Assessments	\$ 1,177,624	\$ 1,125,565	\$ 52,059	\$ 1,177,624	\$ 1,222,919
IOB Cost Share Agreement	59,257	14,814	44,442	59,257	60,931
Miscellaneous Income	9,250	4,713	2,788	7,500	7,500
Interest Income	10,000	11,264	736	12,000	10,000
Carry Forward Surplus	77,383	61,070	-	61,070	48,500
<b>TOTAL REVENUES</b>	<b>\$ 1,333,513</b>	<b>\$ 1,217,425</b>	<b>\$ 100,025</b>	<b>\$ 1,317,450</b>	<b>\$ 1,349,850</b>

**EXPENDITURES:**

**Administrative**

Supervisor Fees	\$ 12,000	\$ 5,800	\$ 4,000	\$ 9,800	\$ 12,000
FICA Expense	918	444	306	750	918
Engineering	30,000	10,909	17,092	28,000	30,000
Attorney Fees	24,000	15,080	8,920	24,000	24,000
Annual Audit	3,500	-	3,500	3,500	3,500
Assessment Administration	8,765	8,765	-	8,765	9,291
Management Fees	51,742	25,871	25,871	51,742	54,846
Information Technology	2,104	1,052	1,052	2,104	2,230
Website Maintenance	2,104	1,052	1,052	2,104	2,230
Telephone	250	-	250	250	250
Postage	2,500	811	1,689	2,500	2,500
Printing & Binding	1,000	30	470	500	555
Office Supplies	500	50	-	50	500
Legal Advertising	4,000	188	2,312	2,500	3,000
Insurance General Liability	39,442	35,610	-	35,610	33,159
Tax Collector Fee	23,557	22,478	1,079	23,557	23,557
Property Taxes	450	488	-	488	500
Property Appraiser	350	281	-	281	350
Other Current Charges	1,800	1,197	1,303	2,500	2,500
Dues, Licenses & Subscriptions	175	175	-	175	175
First Quarter Operating Capital	48,500	-	-	-	48,500
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 257,657</b>	<b>\$ 130,281</b>	<b>\$ 68,895</b>	<b>\$ 199,175</b>	<b>\$ 254,562</b>

**Baytree**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Projected Thru 09/30/26	Proposed Budget FY 2027
<b><i>Operations &amp; Maintenance</i></b>					
<b><u>Field Expenditures</u></b>					
Field Management Fees	\$ 36,254	\$ 18,127	\$ 18,127	\$ 36,254	\$ 38,429
Security Contract	235,374	112,587	122,787	235,374	245,000
Gate Maintenance	25,320	7,786	17,534	25,320	25,320
Security Gatehouse Maintenance	10,000	21,296	3,704	25,000	10,000
Telephone/Internet - Gatehouse/Pool	9,000	4,422	4,047	8,469	9,055
Transponders	4,500	3,850	-	3,850	4,500
Utility - Electric	68,250	30,697	35,000	65,697	73,000
Utility - Water & Sewer	18,025	4,636	13,389	18,025	\$19,880
Utility - Gas	9,350	7,900	1,450	9,350	\$11,000
Maintenance - Lakes	49,750	25,720	21,500	47,220	\$55,000
Maintenance - Landscape Contract	141,612	70,806	68,558	139,364	148,692
Maintenance - Additional Landscape	25,000	29,202	798	30,000	25,000
Maintenance - Pool Contract	18,000	6,484	11,516	18,000	18,000
Maintenance - Pool Parts & Repairs	10,000	5,746	4,254	10,000	10,000
Maintenance - Pool Painting	6,000	-	5,000	5,000	6,000
Maintenance - Irrigation	17,000	7,027	7,027	14,054	17,000
Maintenance - Lighting	18,000	10,094	7,906	18,000	18,000
Maintenance - Monuments	4,000	-	2,000	2,000	4,000
Maintenance - Fountain	1,500	2,010	990	3,000	\$3,880
Maintenance - Recreation	2,500	1,686	814	2,500	2,500
Amenity - Refuse Service	800	279	369	648	\$800
Amenity - Janitorial Services	7,500	3,786	4,814	8,600	8,850
Holiday Lighting	17,500	17,122	-	17,122	17,500
Operating Supplies	750	1,363	-	1,363	1,500
Sidewalk/Curb Cleaning	12,000	11,855	133	11,988	12,000
Misc. Contingency	30,600	13,805	2,500	16,305	13,346
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 778,585</b>	<b>\$ 418,286</b>	<b>\$ 354,217</b>	<b>\$ 772,503</b>	<b>\$ 798,253</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,036,241</b>	<b>\$ 548,566</b>	<b>\$ 423,112</b>	<b>\$ 971,678</b>	<b>\$ 1,052,815</b>
<b><i>Other Financing (Uses)/Sources</i></b>					
<b><u>Interfund Transfer In / (Out):</u></b>					
Capital Projects- Paving - Baytree	\$ (83,907)	\$ -	\$ (83,907)	\$ (83,907)	\$ (127,670)
Capital Projects - Paving - IOB Funds	(19,000)	-	(19,000)	(19,000)	(19,000)
Capital Projects - Reserves	(149,100)	(13,140)	(135,960)	(149,100)	(105,100)
Community Beautification Fund	(45,265)	-	(45,265)	(45,265)	(45,265)
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ (297,272)</b>	<b>\$ (13,140)</b>	<b>\$ (284,132)</b>	<b>\$ (297,272)</b>	<b>\$ (297,035)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 655,719</b>	<b>\$ (607,219)</b>	<b>\$ 48,500</b>	<b>\$ -</b>

**Baytree**  
**Community Development District**  
**Budget Narrative**  
**Proposed Budget**

**REVENUES**

**Maintenance Assessments**

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

**Miscellaneous Income (IOB Cost Share Agreement)**

Represents estimated earnings from Isles of Baytree.

**Miscellaneous Income**

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

**Interest Income**

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

**Expenditures - Administrative**

**Supervisors Fees**

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

**FICA Taxes**

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

**Engineering**

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

**Attorney Fees**

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

**Annual Audit**

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

**Assessment Roll Administration**

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

**Management Fees**

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

**Information Technology**

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

**Website Maintenance**

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

**Communication - Telephone**

Internet and Wi-Fi service for Office.

**Postage and Delivery**

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

**Baytree**  
**Community Development District**  
**Budget Narrative**  
**Proposed Budget**

**Expenditures - Administrative (continued)**

**Printing and Binding**

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

**Office Supplies**

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

**Legal Advertising**

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

**Insurance General Liability**

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

**Tax Collector Fee**

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

**Property Taxes**

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

**Property Appraiser**

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

**Other Current Charges**

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

**Dues, Licenses & Subscriptions**

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

**First Quarter Operating Capital**

Represents 1st quarter operating capital for the District to operate.

**Operation and Maintenance:**

**Field Management Fees**

The District has contracted with Governmental Management Services-Central Florida, LLC to provide on-site field management of contracts for the District services such as landscape and lake maintenance. Services to include weekly onsite inspections, meetings with contractors and monitoring of utility accounts.

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
FIELD MANAGEMENT FEES (GMS)	\$3,202	\$38,429

**Security Contract**

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

DESCRIPTION	ANNUAL AMOUNT
REGULAR HOURS: COST OF \$27.07 PER HOUR FOR 359 DAYS	\$233,221
OT/HOLIDAY HOURS: COST OF \$40.60 PER HOUR FOR 6 DAYS	\$5,847
CONTINGENCY INCREASE	\$5,932
Total	\$245,000

**Gate Maintenance**

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

**Security Gatehouse Maintenance**

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

**Baytree**  
**Community Development District**  
**Budget Narrative**  
**Proposed Budget**

**Operation and Maintenance: (continued)**

**Telephone/Internet - Gatehouse/Pool**

The District has a telephone at the front entrance for the security staff to make local calls. Additionally, the District has a phone line at the front and rear entrance for the automated gate access system, and an IP line at the front gate for the access system and the line for the emergency phone at the pool. The amount is based on projected monthly charges from Spectrum.

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
201 BAYTREE DR FRONT GATE	\$310	\$3,870
630 BAYTREE DR BACK GATE	\$189	\$2,559
8207 NATIONAL DR POOL AREA	\$205	\$2,626
	Total	\$9,055

**Transponders**

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

**Utility - Electric**

Represents costs for electric for projects such as streetlights, signs, electric for well pumps, guardhouse, entrance features, fountain and pool house. Florida Power & Light provides this service.

DESCRIPTION	LOCATION	MONTHLY	ANNUAL AMOUNT
00533-81406	8002 BRADWICK WAY # WALL	\$3,825	\$45,898
02781-39043	8207 NATIONAL DR # POOL HSE	\$58	\$692
04080-73153	609 BAYTREE DR # WALL	\$166	\$1,996
04396-25492	8205 NATIONAL DR # COURTS	\$35	\$422
09459-03086	8147 OLD TRAMWAY DR # ENTRANCE	\$39	\$472
11105-10375	7948 DAVENTRY DR # WALL	\$34	\$407
14771-79517	345 BAYTREE DR # PUMP	\$40	\$475
15604-14425	8005 KINGSWOOD WAY # FOUNTAIN	\$727	\$8,730
36008-52200	602 BAYTREE DR # SIGN	\$109	\$1,314
46619-40025	8253 OLD TRAMWAY DR # ENT SIGN	\$225	\$2,694
47131-19107	1409 SOUTHPOINTE CT# ENT SIGN	\$34	\$403
67950-66148	7951 DAVENTRY DR # PUMP STREET	\$35	\$419
724916-0156	7942 KINGSWOOD WAY #LIGHTS	\$84	\$1,006
73679-10572	201 BAYTREE DR # GRD HSE	\$35	\$417
83711-46575	8005 KINGSWOOD WAY # STREET LIGI	\$36	\$427
86596-45173	8005 KINGSWOOD WAY # PUMP	\$33	\$399
88573-27285	687 DEERHURST DR # PUMP	\$145	\$1,737
91260-64568	8128 OLD TRAMWAY DR # SIGN	\$35	\$423
99142-26460	8005 KINGSWOOD WAY# GATE	\$203	\$2,440
	Contingency		\$2,229
			\$73,000

**Utility - Water & Sewer**

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

DESCRIPTION	LOCATION	MONTHLY	ANNUAL AMOUNT
121573-112400	201 BAYTREE DR #GUARDHOUSE	\$1,300	\$4,858
167895-118058	8207 NATIONAL DR #POOL	\$90	\$14,672
			\$350
			\$19,880

**Baytree**  
**Community Development District**  
**Budget Narrative**  
**Proposed Budget**

**Operation and Maintenance: (continued)**

**Utility - Gas**

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

DESCRIPTION	LOCATION	MONTHLY	ANNUAL AMOUNT
2932702542	8205 NATIONAL DR POOL HEATER	\$917	\$11,000

**Maintenance - Lakes**

The District currently has a contract with ECOR to maintain its 66.46 acres of lakes. Additional funds are allocated for the installation of grass carp and unanticipated lake maintenance.

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
LAKE MAINTENANCE	\$3,675	\$44,100
NATURAL AREAS MANAGEMENT: CONTRACT COST OF \$880 BI-M	\$1,113	\$6,678
PEST CONTROL	\$63	\$378
CONTINGENCY		\$3,844
Total		\$55,000

**Maintenance - Landscape Contract**

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

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
LANDSCAPE MAINTENANCE	\$12,391	\$148,692

**Maintenance - Additional Landscape**

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

**Maintenance - Pool**

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

DESCRIPTION	VENDOR	MONTHLY	ANNUAL AMOUNT
POOL MAINTENANCE	BEACH POOLS		
SEPTEMBER THRU MAY - 3 DAYS/WEEK		\$945	\$8,505
JUNE THRU AUGUST - 5 DAYS/WEEK		\$945	\$2,835
CONTINGENCY		\$6,660	\$6,660
Total			\$18,000

**Maintenance - Pool Parts & repairs**

The District has constructed a community swimming pool, which requires maintenance and repairs as needed.

**Maintenance - Pool Painting**

The expense is allocated to the painting of the pool and the pool area.

**Maintenance - Irrigation**

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

**Maintenance - Lighting**

Estimated cost for routine/replacement of fixtures.

**Maintenance - Monuments**

Estimated cost to pressure clean and paint monuments.

**Maintenance - Fountain**

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

**Maintenance - Other Field**

Miscellaneous costs related to additional pond work, cleaning storm drains, and other expenses that should occur throughout the fiscal year.

**Baytree**  
**Community Development District**  
**Budget Narrative**  
**Proposed Budget**

**Operation and Maintenance: (continued)**

**Maintenance - Recreation**

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

**Amenity - Refuse Service**

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

DESCRIPTION	MONTHLY	ANNUAL AMOUNT
96 GALLON TRASH TOTER	\$57	\$682
CONTINGENCY		\$118
		\$800

**Amenity - Janitorial Service**

Represents cost of cleaning & Janitorial services. Services are provided by Coverall of Orlando.

CLEANING SERVICES	\$453	\$5,431
DEEP CLEANING - OFFICES	\$210	\$1,890
WEEKLY TRASH PICKUP	\$158	\$630
CONTINGENCY	\$900	\$900
		\$8,850

**Holiday Lighting**

Estimated cost for holiday lights and décorations including installation before and removal after the holidays as per the agreement signed by the District.

**Operating Supplies**

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

**Sidewalk/Curb Cleaning**

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

**Miscellaneous**

Any other miscellaneous expenses incurred during the year.

**Other Financing (Uses) / Sources**

**Interfund Transfer Out - Capital Projects - Paving - Baytree/IOB**

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

**Interfund Transfer Out - Capital Projects - Paving - IOB Funds**

Represents estimated expenditures from IOB shared costs.

**Interfund Transfer Out - Capital Projects - Reserves**

Renewal and replacement costs such as replacement cost of the sidewalks, drainage repair, playground equipment, etc. See attached Capital Improvement Program Chart.

**Interfund Transfer Out - Community Beautification Fund**

Represents the assessments dedicated to the Community Beautification Fund.

**Baytree**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserves**

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Projected Thru 09/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Interest Income	\$ 2,000	\$ 856	\$ 1,283	\$ 2,139	\$ 2,000
Carry Forward Surplus	-	94,292	-	94,292	94,494
<b>TOTAL REVENUES</b>	<b>\$ 2,000</b>	<b>\$ 95,147</b>	<b>\$ 1,283</b>	<b>\$ 96,431</b>	<b>\$ 96,494</b>
<b>Expenditures:</b>					
Lake Bank Restoration	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk/Gutter Repair	14,000	-	14,000	14,000	14,000
Drainage Maintenance	10,000	-	10,000	10,000	10,000
Electrical Infrastructure	20,000	4,784	15,216	20,000	-
Tennis Court Resurface	18,000	-	18,000	18,000	-
Pool Resurface	50,000	13,140	36,860	50,000	-
Pool Furniture	-	-	-	-	4,000
Two Wire Irrigation Phase Installation	-	-	-	-	40,000
Benches	-	1,936	-	1,936	-
Disaster/Emergency Reserve	6,500	-	6,500	6,500	6,500
Bank Fees	600	-	600	600	600
<b>TOTAL EXPENDITURES</b>	<b>\$ 149,100</b>	<b>\$ 19,860</b>	<b>\$ 131,176</b>	<b>\$ 151,036</b>	<b>\$ 105,100</b>
<b>Other Financing (Uses)/Sources</b>					
Interfund Transfer In / (Out):	\$ 149,100	\$ 13,140	\$ 135,960	\$ 149,100	\$ 105,100
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ 149,100</b>	<b>\$ 13,140</b>	<b>\$ 135,960</b>	<b>\$ 149,100</b>	<b>\$ 105,100</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 2,000</b>	<b>\$ 88,428</b>	<b>\$ 6,067</b>	<b>\$ 94,494</b>	<b>\$ 96,494</b>

# Baytree

## Community Development District

### Capital Improvement Program

Project Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Lake Bank Restoration	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Sidewalk/Gutter Repair	14,500	14,000	14,000	14,000	14,000	14,000
Drainage Maintenance	10,000	10,000	10,000	10,000	10,000	10,000
Tennis Court Lights	-	-	-	2,000	-	-
Electrical Infrastructure	-	20,000	-	-	-	-
Tennis Court Resurface	-	18,000	-	-	-	-
Paint Guardhouses	-	-	-	5,000	-	-
Pool Resurface	-	50,000	-	-	-	-
Pool Furniture	-	-	4,000	-	-	-
Two Wire Irrigation Phase Installation	-	-	40,000	-	-	-
Disaster/Emergency Reserve	6,500	6,500	6,500	6,500	6,500	6,500
Bank Fees	600	600	600	600	600	600
<b>TOTAL</b>	<b>\$ 61,600</b>	<b>\$ 149,100</b>	<b>\$ 105,100</b>	<b>\$ 68,100</b>	<b>\$ 61,100</b>	<b>\$ 61,100</b>

**Baytree**  
**Community Development District**  
**Proposed Budget**  
**Pavement Management**

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Projected Thru 09/30/26	Proposed Budget FY 2027
<b><u>REVENUES:</u></b>					
Interest Income	\$ 2,000	\$ 2,471	\$ 3,706	\$ 6,177	\$ 3,500
Carry Forward Surplus	427,018	381,446	-	381,446	489,930
<b>TOTAL REVENUES</b>	<b>\$ 429,018</b>	<b>\$ 383,917</b>	<b>\$ 3,706</b>	<b>\$ 387,623</b>	<b>\$ 493,430</b>
<b><u>EXPENDITURES:</u></b>					
Bank Fees	\$ 600	\$ 92	\$ 508	\$ 600	\$ 750
<b>TOTAL EXPENDITURES</b>	<b>\$ 600</b>	<b>\$ 92</b>	<b>\$ 508</b>	<b>\$ 600</b>	<b>\$ 750</b>
<b><i>Other Financing (Uses)/Sources</i></b>					
Interfund Transfer In - Baytree	\$ 83,907	\$ -	\$ 83,907	\$ 83,907	\$ 127,670
Interfund Transfer In - IOB	19,000	-	19,000	19,000	19,000
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ 102,907</b>	<b>\$ -</b>	<b>\$ 102,907</b>	<b>\$ 102,907</b>	<b>\$ 146,670</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 531,325</b>	<b>\$ 383,825</b>	<b>\$ 106,105</b>	<b>\$ 489,930</b>	<b>\$ 639,350</b>

CARRY FORWARD SPLIT

BAYTREE  
IOB

FY 2026	FY 2027
\$370,599	\$459,624
\$160,726	\$179,726
<b>\$531,325</b>	<b>\$639,350</b>

**Baytree**  
**Community Development District**  
**Proposed Budget**  
**Community Beautification**

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Projected Thru 09/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Interest Income	\$ -	\$ 679	\$ 2,038	\$ 2,718	\$ -
Carry Forward Surplus	-	49,016	-	49,016	6,468
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 49,695</b>	<b>\$ 2,038</b>	<b>\$ 51,733</b>	<b>\$ 6,468</b>
<b>EXPENDITURES:</b>					
Beautification Projects	\$ 45,265	\$ 22,000	\$ 23,265	\$ 45,265	\$ 45,265
<b>TOTAL EXPENDITURES</b>	<b>\$ 45,265</b>	<b>\$ 22,000</b>	<b>\$ 23,265</b>	<b>\$ 45,265</b>	<b>\$ 45,265</b>
<i>Other Financing (Uses)/Sources</i>					
Interfund Transfer In - Baytree	\$ 45,265	\$ -	\$ -	\$ -	\$ 45,265
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$ 45,265</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,265</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 27,695</b>	<b>\$ (21,227)</b>	<b>\$ 6,468</b>	<b>\$ 6,468</b>

**Baytree**  
**Community Development District**  
**Non-Ad Valorem Assessments Comparison**

2026-2027

Neighborhood	O&M Units	Annual Maintenance Assessments		
		FY 2027	FY2026	Increase/ (Decrease)
Phase 1	304	\$2,700.00	\$2,500.00	\$200.00
Phase 2	157	\$2,700.00	\$2,500.00	\$200.00
Total	461			

**Baytree**  
**Community Development District**  
**IOB Roadway Maintenance Cost Share Schedule**

	Proposed Budget FY 2027
Security	\$ 245,000
Maintenance - Gate/Gatehouse	\$ 35,320
Telephone - Gatehouse	\$ 9,055
Utilities <sup>1</sup>	\$ 6,293
Maintenance - Lighting	\$ 18,000
Capital Reserve - Paving Management <sup>2</sup>	\$ 24,969
<b>Total</b>	<b>\$ 338,637</b>
Less: Golf Course Contribution (2.25%)	\$ (7,619)
<b>Total to be assessed To Baytree CDD &amp; Isles of Baytree HOA</b>	<b>\$ 331,018</b>
 <b>Total Number of Lots</b>	
Baytree Phase I	304
Baytree Phase II	157
Isles of Baytree	104
	<b>565</b>
 Total Per Lot Assessment	 \$ 586
Total Expenses divided by Total Units	
<b>Adopted Amount for Isles of Baytree HOA for FY26</b>	<b>\$ 60,931</b>

**Notes**

**Total Utilities**

201 Baytree Drive Guardhouse	\$ 3,710
201 Baytree Drive Guardhouse - Water	\$ 780
8005 Kingswood Way - Street Lights	\$ 1,803
	<b>\$ 6,293</b>

Capital Reserve Calculation is based on the following areas:

Baytree Boulevard  
National Drive  
Kingswood Drive

Total Area of Pavement	\$ 89,711
IOB Shared Roadway Area	\$ 22,093
Fraction of Shared Roadways	24.63%
 Total Projected FY26 Paving Management	 \$ 101,375
IOB Shared Cost	\$ 24,969

# SECTION B

# 2026 SPECIAL DISTRICTS QUALIFYING PROCEDURE

Qualifying Period – Noon, Monday, June 8, 2026 – Noon, Friday, June 12, 2026  
(Dates are subject to change)

## **Special District Candidates who WILL NOT incur election expenses or contributions will do the following:**

1. Present the items listed below during the qualifying period
  - Form 1 – Statement of Financial Interest
  - Form DS-DE 302NP Candidate Oath – Nonpartisan Office
  - Notice of Intent Special District Candidate
  - Qualifying fee of \$25.00 or
  - 25 valid petitions (deadline to submit candidate petitions is **Noon, Monday, May 11, 2026**)

## **Special District Candidates who WILL incur election expenses or contributions must do the following:**

1. File DS-DE9 Appointment of Campaign Treasurer/Designation of Campaign Depository (open campaign account). This must be completed **prior** to accepting campaign contributions and making campaign expenditures, (section 99.061(3), F.S.).
2. Read Chapter 106 of the Florida Statutes and submit a DS-DE84 Statement of Candidate.
3. File required campaign treasurer's reports
4. Present qualifying documents during the qualifying period.
  - Form 1 – Statement of Financial Interest
  - Form DS-DE 302NP Candidate Oath – Nonpartisan Office
  - Notice of Intent Special District Candidate
  - Qualifying fee of \$25.00 or
  - 25 valid petitions (deadline to submit candidate petitions is **Noon, Monday, May 11, 2026**)

## **Candidates Paying the Qualifying Fee:**

All special district candidates, except a person certified to qualify by the petition method or seeking to qualify as a write-in candidate, must pay the qualifying fee of \$25.00.

The qualifying fee for a special district candidate is not required to be drawn upon the candidate's campaign account.

## **Candidates Qualifying by Petition Method:**

Special district candidates need 25 valid signatures of qualified electors within the district. There is a fee of 10 cents per petition to be paid to the Supervisor of Elections for the cost of verifying the signature. The fee must be paid at the time the petitions are submitted.

The deadline for submitting candidate petitions is **Noon, Monday, May 11, 2026**.

Special district candidates are not required to file Form DS-DE 9 prior to collecting signatures.

See Section 99.061(3), Florida Statutes.

# SECTION VIII

# SECTION B

# SECTION 1

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments
1	Tennis/Pickleball Resurface	R.Szozda	Finalizing Bid & Scope	3/13/26	Q3	Q3	Final bid received
2	Pool Resurface	R.Szozda	Start Date April 6th	2/12/26	April 6th 2026	5/22/26	weather/equipment delay
3	Road Repair (County)	R.Szozda	Sent letter to county, letter acknowledged	3/13/26	TBA	TBA	
4	Lake Shore Restoration	J. LeBrun	Approved	10/1/25	Q2 2026	Apr-26	Completed
5	Road Report	Engineer	Waiting on Report	10/1/25	Apr-26	May 6th 2026	expected for May meeting

# SECTION 2



# SECTION C

# SECTION 1



### General Information

#### Proposal Submitted To

Contact Name: Robert Szozda  
Account Name: Bay Tree Community Development  
Bill To: District  
8207 National Drive  
Melbourne, FL, 32940

#### Location

Project Name: Baytree Community Development District -  
Project Address: Tennis Resurfacing/Pickleball Conversion  
8207 National Drive  
Melbourne, FL 32940  
US

Email: rszozda@gmscfl.com

Created Date: April 20, 2026  
Created By: Tavie Wilson

### Pricing

Resurface 1 Tennis Court + Convert 1 Tennis Court to 2  
Pickleball Courts

Total Amount: \$27,195.00

#### OPTION #1

- Remove and dispose of existing tennis backboard.  
- Furnish and install 8'x12' practice tennis backboard.  
\$6,502.00

#### OPTION #2

- Install our NICO maintenance free green textured surface  
and make ready for play, complete with white regulation  
markings. Put green squares with white #'s in triangles  
\$1,800

### Site Terms

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days.

### Scope of Work

- Machine sand surface of court.
- Patch large open cracks 1/16" or larger with acrylic patch mix.
- Flood courts and patch any areas holding water per ASBA and USTA guidelines.

- Apply first (1st) coat of Acrylic Resurfacer over the entire surface of the court.
- Lay 1.8 oz Fiberglass over the entire surface of the court.
- Apply second (2nd) coat of Acrylic Resurfacer over the entire surface of the court.
- Apply two (2) coats of Color Coating over the entire surface of the court.
- Inbounds Tennis Color: Competition Blue
- Inbounds Pickleball Color: Competition Blue
- Outbounds Tennis/Pickleball Color: Competition Green
- Paint one (1) regulation tennis court markings with white textured line paint.
- Paint (2) two regulation pickleball court markings with white textured line paint.
- Remove loose material and paint existing tennis net posts black.
- Furnish and install two (2) new tennis nets.
- Furnish and install two (2) new sets of black pickleball posts complete with footers and sleeves.
- Furnish and install two (2) new pickleball nets.

**Notes:**

- It is recommended owner should spray insects and vegetation on or around courts two weeks prior to work commencement.
- Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- Owner to provide suitable access for equipment, water, and electric as required.
- Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
- Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

It should be noted that as your court ages, it will develop cracks. Cracks develop in courts for various reasons with the most common being:

- Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- Changes in subsurface stability reflecting through the court surface.

Nidy does NOT provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

**\*\* Assessment of the Courts:** Due to the courts' age and the severity of structural/base cracking, resurfacing and conversion of the courts are nearing the stage where reconstruction should be strongly considered. Crack reflection from the wider, more prominent cracks will start to reveal themselves and likely within 1-2 years or possibly a matter of months, limiting the surface's ability to achieve a typical 5-7 year resurface lifespan. If budget permits, this resurfacing and conversion should be considered the final resurface maintenance before full reconstruction becomes necessary. The estimated cost for complete court reconstruction for 2 courts are around \$200,000.

**Warranties/Exclusions:**

Color Coating is warranted against any excessive fading for a period of one (1) year from application. Surface is warranted against peeling and flaking for a period of one (1) year from application. Problems from normal wear, vandalism, and improper care are excluded.

Squeegee marks are a normal part of the acrylic surfacing process and are recognized within ASBA industry standards. Because coatings are applied in layers with a squeegee, some slight variations in color or texture may appear, especially on lighter courts or in hot/humid conditions. These are considered cosmetic only and, per ASBA guidelines, do not affect the playability, durability, or quality of the court.

<b>Acceptance</b>
-------------------

Work performed in addition to the specifications listed above require additional charges. Upon acceptance, please sign and return one copy. **ACCEPTANCE:** The above specifications, conditions, and price(s) are acceptable. I authorize Nidy to do the work as specified.

Date Of Acceptance: \_\_\_\_\_ Acceptance Signature: \_\_\_\_\_

Approved amount including  
accepted Option(s):        \$ \_\_\_\_\_

Please indicate selected  
Option(s): \_\_\_\_\_



## Project Information Sheet

**\*\*Completed form must accompany signed contract/proposal\*\***

**Owner Name and Physical Address:**

**Project Name and Physical Site Address:**

**Billing Name and Address:**

**Billing Email:**

**Project Manager's Contact Name, Phone & Email Address:**

Name:

Phone Number:

Email Address:

# SECTION 2

# Melbourne Beach Flooring and Kitchens

Delynn Ellis

Phone Number: 321-312-6445



## Rob Szozda-Men's Restroom

Date Sent

Apr 1, 2026

### Bill To

Bay Tree Community Pool  
 8207 National Drive, Melbourne, Florida, 32940  
 rszozda@gmscfl.com  
 865-603-3650

### Estimate

ES-10684

Item	Unit	Qty	Unit Cost	Unit Price	Total
<b>Tile - Wall</b> Average Priced Porcelain tile-customer to select	Sq. Feet	220	\$5.20	\$5.20	\$1,142.90
<b>Tile-Floor</b> Average Priced Porcelain tile-customer to select	Sq. Feet	220	\$5.20	\$5.20	\$1,142.90
<b>Tile - Mortar</b>	per bag	20	\$24.94	\$24.94	\$498.72
<b>Tile - Grout</b> Power Grout anti-microbial & anti- staining	per bag	2	\$77.93	\$77.93	\$155.85
<b>Cement Board/Backer Board</b>	Each	12	\$24.94	\$24.94	\$299.23
<b>Waterproofing</b>	Flat Rate	2	\$77.93	\$77.93	\$155.85
<b>Tile-BaseTrim</b> Tile that will be cut for perimeter trim	Sq. Feet	25	\$5.20	\$5.20	\$129.88
<b>Shipping</b> for tile	Flat Rate	1	\$129.88	\$129.88	\$129.88
<b>Tile - Flooring -Wall-Tile Base- Install</b> Professional installation of tile on the floor, wall, tile base around the perimeter.	Flat Rate	1	\$10,182.20	\$10,182.20	\$10,182.20
<b>Fixtures</b> Toilet paper, paper towel dispenser, soap dispenser	Flat Rate	1	\$1,039.00	\$1,039.00	\$1,039.00

Item	Unit	Qty	Unit Cost	Unit Price	Total
<b>Vanity</b> Demo existing and install new vanity, countertop and sink 44",tier 1 or 2 countertop, porcelain sink	Flat Rate	1	\$3,636.50	\$3,636.50	\$3,636.50
<b>Bathroom Stall</b> Labor and materials for one bathroom stall-remove existing	Flat Rate	1	\$5,195.00	\$5,195.00	\$5,195.00
<b>Transition Strips - Schluter</b>	Each	15	\$51.95	\$51.95	\$779.25
<b>Paint Walls</b> Drywall repair, paint walls, ceiling-includes paint	Flat Rate	1	\$2,701.40	\$2,701.40	\$2,701.40
<b>Crack Suppressant</b> Once existing floor is removed, we will assess if there are any cracks that need crack suppressant membrane.		1	\$0.00	\$0.00	\$0.00

<b>Subtotal</b>	\$27,188.56
<b>Tax</b> Florida State & Lo... (7%)	\$308.59
<b>Total</b>	\$27,497.15
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$27,497.15

## Payments

**\$16,498.29** Upcoming

**Deposit**

Due: Mar 31, 2026

**\$10,998.86** Upcoming

**Payment 1**



Pay Now

## Terms and Conditions

### Terms and Conditions Melbourne Beach Flooring & Kitchens

#### 1. Payment Terms

- A deposit of 50% is required to order material and to begin scheduling.
- For projects that are material-only with no installation, the amount due is 100% to purchase materials.

- The remaining balance is tied to the progressive payment schedule outlined in the Estimate. Each payment is due upon completion and acceptance by the customer of the corresponding phase, which shall not be unreasonably held.

## **2. Scope of Work**

- Work to be performed is limited to the items described in the approved estimate and invoice.
- Any changes or additions requested by the customer must be documented in a written Change Order and may affect cost and schedule.

## **3. Materials**

- All materials will be ordered as specified in the approved estimate.
- Manufacturer warranties apply where available; the company is not responsible for manufacturer defects, but will assist in filing warranty claims.

## **4. Scheduling and Delays**

- Project scheduling will begin upon receipt of required deposit(s).
- While every effort will be made to adhere to the projected schedule, unforeseen conditions, backordered materials, or weather delays may necessitate adjustments.
- The Project Choreographer will communicate promptly with the customer about any impacts to the schedule.

## **5. Customer Responsibilities**

- Customer shall provide reasonable access to the jobsite during agreed-upon working hours.
- Customer shall remove or protect personal belongings, furniture, and fragile items from work areas.
- Customer shall ensure utilities (water, power, HVAC) are available for the duration of the project.

## **6. Subcontractors**

- Licensed subcontractors (e.g., plumbing, electrical) may be engaged as part of the project.
- All subcontractors are independent contractors and not employees of the company.
- The company coordinates workflow but does not assume liability for subcontractor workmanship beyond ensuring quality standards are met.

## **7. Change Orders**

- Any deviation from the approved estimate must be documented and signed by the customer in a Change Order.
- Change Orders may affect cost, materials, and schedule.
- Additional deposits may be required for substantial changes.

## **8. Warranties and Standards of Work**

- The company warrants its labor for one (1) year from the date of substantial completion, unless otherwise stated in writing.
- This warranty does not cover normal wear and tear, misuse, or damage caused by others.
- All work will be performed to industry standards of quality and safety.

## **9. Termination and Cancellation**

- If the customer cancels after materials have been ordered, they remain responsible for the cost of all non-returnable or restocking fees.
- If the customer cancels after work has begun, they are responsible for payment of completed work and materials ordered.

## **10. Limitation of Liability**

- The company's liability is limited to the cost of the contracted work.
- The company shall not be liable for incidental or consequential damages arising from delays, material defects, or circumstances beyond its control

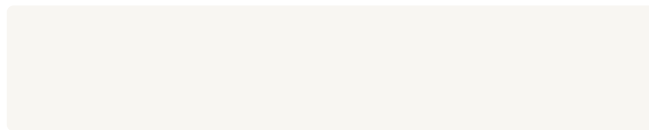
Signature

[Click here to sign](#)

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**Melbourne Beach Flooring and Kitchens**

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Company Signature

Client Signature

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries, including the United Kingdom (Murray & Lewis, 1998). The prevalence of schizophrenia is estimated to be 1% of the population (Murray & Lewis, 1998).

There is a growing awareness of the need to improve the lives of people with schizophrenia. The World Health Organization (WHO) has developed a number of initiatives to improve the lives of people with schizophrenia, including the Comprehensive Community Mental Health Services for Persons with Serious Mental Illness (SAMHSA) initiative in the United States (Murray & Lewis, 1998).

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# Melbourne Beach Flooring and Kitchens

Delynn Ellis

Phone Number: 321-312-6445



## Rob Szozda-Women's restroom

Date Sent

Apr 1, 2026

### Bill To

Bay Tree Community Pool  
 8207 National Drive, Melbourne, Florida, 32940  
 rszozda@gmscfl.com  
 865-603-3650

### Estimate

ES-10688

Item	Unit	Qty	Unit Cost	Unit Price	Total
<b>Tile - Wall</b> Average Priced Porcelain tile-customer to select	Sq. Feet	220	\$5.20	\$5.20	\$1,142.90
<b>Tile-Floor</b> Average Priced Porcelain tile-customer to select	Sq. Feet	220	\$5.20	\$5.20	\$1,142.90
<b>Tile - Mortar</b>	per bag	20	\$24.94	\$24.94	\$498.72
<b>Tile - Grout</b> Power Grout anti-microbial & anti- staining	per bag	2	\$77.93	\$77.93	\$155.85
<b>Cement Board/Backer Board</b>	Each	12	\$24.94	\$24.94	\$299.23
<b>Waterproofing</b>	Flat Rate	2	\$77.93	\$77.93	\$155.85
<b>Tile-BaseTrim</b> Tile that will be cut for perimeter trim	Sq. Feet	25	\$5.20	\$5.20	\$129.88
<b>Shipping</b> for tile	Flat Rate	1	\$129.88	\$129.88	\$129.88
<b>Tile - Flooring -Wall-Tile Base- Install</b> Professional installation of tile on the floor, wall, tile base around the perimeter.	Flat Rate	1	\$10,182.20	\$10,182.20	\$10,182.20
<b>Fixtures</b> Toilet paper, paper towel dispenser, soap dispenser	Flat Rate	1	\$1,039.00	\$1,039.00	\$1,039.00

Item	Unit	Qty	Unit Cost	Unit Price	Total
<b>Vanity</b> Demo existing and install new vanity, countertop and sink 44",tier 1 or 2 quartz countertop	Flat Rate	1	\$3,636.50	\$3,636.50	\$3,636.50
<b>Bathroom Stall</b> Labor and materials for two bathroom stalls-remove existing	Flat Rate	1	\$7,273.00	\$7,273.00	\$7,273.00
<b>Transition Strips - Schluter</b>	Each	15	\$51.95	\$51.95	\$779.25
<b>Paint Walls</b> Drywall repair, paint walls, ceiling-includes paint	Flat Rate	1	\$2,701.40	\$2,701.40	\$2,701.40
<b>Crack Suppressant</b> Once existing floor is removed, we will assess if there are any cracks that need crack suppressant membrane.		1	\$0.00	\$0.00	\$0.00

<b>Subtotal</b>	\$29,266.56
<b>Tax</b> Florida State & Lo... (7%)	\$308.59
<b>Total</b>	\$29,575.15
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$29,575.15

## Payments

**\$17,745.09** Upcoming

**Deposit**

Due: Mar 31, 2026

**\$11,830.06** Upcoming

**Payment 2**

Due: Apr 16, 2026



Pay Now

## Terms and Conditions

### Terms and Conditions Melbourne Beach Flooring & Kitchens

#### 1. Payment Terms

- A deposit of 50% is required to order material and to begin scheduling.
- For projects that are material-only with no installation, the amount due is 100% to purchase materials.

- The remaining balance is tied to the progressive payment schedule outlined in the Estimate. Each payment is due upon completion and acceptance by the customer of the corresponding phase, which shall not be unreasonably held.

## **2. Scope of Work**

- Work to be performed is limited to the items described in the approved estimate and invoice.
- Any changes or additions requested by the customer must be documented in a written Change Order and may affect cost and schedule.

## **3. Materials**

- All materials will be ordered as specified in the approved estimate.
- Manufacturer warranties apply where available; the company is not responsible for manufacturer defects, but will assist in filing warranty claims.

## **4. Scheduling and Delays**

- Project scheduling will begin upon receipt of required deposit(s).
- While every effort will be made to adhere to the projected schedule, unforeseen conditions, backordered materials, or weather delays may necessitate adjustments.
- The Project Choreographer will communicate promptly with the customer about any impacts to the schedule.

## **5. Customer Responsibilities**

- Customer shall provide reasonable access to the jobsite during agreed-upon working hours.
- Customer shall remove or protect personal belongings, furniture, and fragile items from work areas.
- Customer shall ensure utilities (water, power, HVAC) are available for the duration of the project.

## **6. Subcontractors**

- Licensed subcontractors (e.g., plumbing, electrical) may be engaged as part of the project.
- All subcontractors are independent contractors and not employees of the company.
- The company coordinates workflow but does not assume liability for subcontractor workmanship beyond ensuring quality standards are met.

## **7. Change Orders**

- Any deviation from the approved estimate must be documented and signed by the customer in a Change Order.
- Change Orders may affect cost, materials, and schedule.
- Additional deposits may be required for substantial changes.

## **8. Warranties and Standards of Work**

- The company warrants its labor for one (1) year from the date of substantial completion, unless otherwise stated in writing.
- This warranty does not cover normal wear and tear, misuse, or damage caused by others.
- All work will be performed to industry standards of quality and safety.

## **9. Termination and Cancellation**

- If the customer cancels after materials have been ordered, they remain responsible for the cost of all non-returnable or restocking fees.
- If the customer cancels after work has begun, they are responsible for payment of completed work and materials ordered.

## **10. Limitation of Liability**

- The company's liability is limited to the cost of the contracted work.
- The company shall not be liable for incidental or consequential damages arising from delays, material defects, or circumstances beyond its control

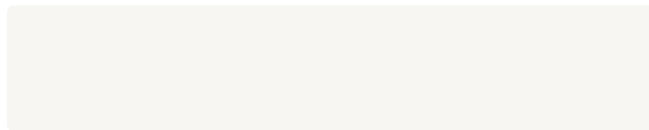
Signature

[Click here to sign](#)

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**Melbourne Beach Flooring and Kitchens**

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Company Signature

Client Signature

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (13.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999).

The White Paper sets out a number of key objectives for the Government, including:

- to improve the health and well-being of older people;
- to ensure that older people are able to live independently and actively in their own homes;
- to ensure that older people are able to participate in the life of their communities;
- to ensure that older people are able to live in dignity and respect, and are free from abuse and neglect;
- to ensure that older people are able to access the services and support they need.

The White Paper also sets out a number of key principles for the Government, including:

- *Choice* – older people should be able to choose the services and support they need;
- *Independence* – older people should be able to live independently and actively in their own homes;
- *Participation* – older people should be able to participate in the life of their communities;
- *Dignity and respect* – older people should be able to live in dignity and respect, and be free from abuse and neglect;
- *Access* – older people should be able to access the services and support they need.

The White Paper also sets out a number of key actions for the Government, including:

- to improve the health and well-being of older people by promoting healthy living and preventing illness and disability;
- to ensure that older people are able to live independently and actively in their own homes by providing support and services to help them do so;
- to ensure that older people are able to participate in the life of their communities by providing opportunities for them to do so;
- to ensure that older people are able to live in dignity and respect, and are free from abuse and neglect by providing support and services to help them do so;
- to ensure that older people are able to access the services and support they need by providing information and advice to help them do so.

The White Paper also sets out a number of key challenges for the Government, including:

- the need to address the health and well-being of older people;
- the need to ensure that older people are able to live independently and actively in their own homes;
- the need to ensure that older people are able to participate in the life of their communities;
- the need to ensure that older people are able to live in dignity and respect, and are free from abuse and neglect;
- the need to ensure that older people are able to access the services and support they need.

# Melbourne Beach Flooring and Kitchens

Delynn Ellis

Phone Number: 321-312-6445



## Outdoor shower

Date

Mar 31, 2026

### Bill To

Bay Tree Community Pool  
8207 National Drive, Melbourne, Florida, 32940  
rszozda@gmscfl.com  
865-603-3650

### Estimate

ES-10686

#	Item	Qty	Unit Price	Total
<b>1</b>	<b>Shower Remodel</b>		<b>\$8,883.46</b>	<b>\$8,883.46</b>
1.1	<b>Tile</b> Average Price Mosaic Tile Type: Material	150	\$5.20	\$779.25
1.2	<b>Tile - Mosaic</b> Average Price Mosaic Tile Type: Material	20	\$22.86	\$457.16
1.3	<b>Tile - Grout</b> Power Grout: Anti-Staining, Anti-Microbial Type: Material	1	\$77.93	\$77.93
1.4	<b>Cement Board/Backer Board</b> Type: Material	10	\$24.94	\$249.36
1.5	<b>Waterproofing</b> Type: Material	2	\$77.93	\$155.85
1.6	<b>Mortar/ Adhesive</b> Ardex Thinset Type: Material	5	\$24.94	\$124.68
1.7	<b>Transition Strips - Schluter</b> Type: Material	4	\$51.95	\$207.80

#	Item	Qty	Unit Price	Total
1.8	<b>Professional Installation:</b> <ul style="list-style-type: none"> <li>Demo Existing Tile/Shower and sheetrock off the walls where the tile is in the shower and the walls outside of the shower, If Needed.</li> <li>Install 1/2 in. Cement Board on Shower Walls and Waterproof.</li> <li>Pack and Pitch to the Drain, Build Curb.</li> <li>Installing Tile on the Walls outside of the Shower Area.</li> <li>Tile the Walls and Shower Floor.</li> </ul> <p>Note: This does not include plumbing, fixtures or shower glass. Type: Labor</p>	1	\$6,701.55	\$6,701.55
1.9	<b>Shipping</b> Average Shipping For Tile Type: Labor	1	\$129.88	\$129.88

<b>Subtotal</b>	\$8,883.46
<b>Tax</b> Florida State & Lo... (7%)	\$86.55
<b>Total</b>	\$8,970.01
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$8,970.01

### Payments

**\$5,382.01** Upcoming

Deposit

**\$3,588.00** Upcoming

Upon Completion



### Terms and Conditions

#### TERMS AND CONDITIONS OF SALE

Melbourne Beach Flooring and Kitchens ("Company")

#### 1. Payment Terms, Substantial Completion & Retainage

1.1 A **non-refundable deposit of fifty percent (50%)** of the total contract price is required to order materials and begin scheduling. For material-only orders (no installation), **100% of the material cost is due and non-refundable** at order, except where prohibited by law.

1.2 Remaining payments follow the progressive payment schedule in the Estimate. Each payment is **due upon substantial completion of the corresponding phase**, regardless of whether Customer is present on site that day.

1.3 **Substantial completion** means the work in that phase is usable for its intended purpose, subject only to minor punch-list items that do not prevent normal use.

1.4 **Deemed acceptance.** For each phase, Company will issue an invoice upon substantial completion. If Customer does not provide written notice of specific defects within **two (2) business days** of the invoice date, that phase will be **deemed accepted** and payment is due in full.

1.5 Customer may not withhold or offset any amount other than a **maximum of five percent (5%) of the total contract price** as retainage for punch-list items. Any disputed amount is limited to the reasonable cost to correct the specific disputed item. All **undisputed amounts must be paid when due.**

1.6 If Customer fails to provide reasonable access to complete punch-list items within **seven (7) days** of Company's written request, all remaining retainage becomes **immediately due and payable.** Remaining punch-list items will be scheduled at Company's next availability.

1.7 Company may **suspend work, remove crews from the job, and reschedule** the project if any payment is more than **three (3) days** past due.

## 2. Non-Refundable Orders, Storage & Liquidated Damages

2.1 Once materials are ordered, all payments applied to those materials are **non-refundable** and orders cannot be cancelled, except as required by law.

2.2 If any materials are returnable, Customer is responsible for all manufacturer restocking fees, freight, and handling. Any refund is limited to the net amount actually recovered by Company.

2.3 If materials are purchased and held more than **ninety (90) days** due to Customer delay (including but not limited to delayed selections, access, or requested rescheduling), Company may charge **storage fees equal to ten percent (10%) of the material value per month**, calculated from the original contract date.

2.4 If the project has not been scheduled or completed within **six (6) months** due to Customer delay, Company may, at its option, cancel the contract, return materials to stock, and **retain all payments as liquidated damages** for scheduling, handling, and lost business.

## 3. Scope of Work & Hidden Conditions

3.1 Work is limited to the items described in the approved Estimate / Invoice.

3.2 The contract price assumes normal, sound existing conditions. **Hidden or concealed conditions** (including but not limited to rot, moisture, mold, asbestos, structural or framing issues, code violations, prior unpermitted work, or substandard work by others) and any required code upgrades are **not included** and will be handled via Change Order.

3.3 Company is not responsible for pre-existing conditions or for work performed by others. Any corrections or additional work required will be billed separately.

## 4. Change Orders

4.1 Any deviation from the approved Estimate must be documented in a **written Change Order**, priced, and signed (physically or electronically) by Customer **before** additional work is performed or materials are ordered.

4.2 Each Change Order will clearly state:

- (a) added or removed scope,
- (b) change in price, and
- (c) change in estimated schedule.

4.3 Each Change Order is subject to a **non-refundable administrative fee of \$250.00**, in addition to all labor and material costs at Company's standard rates.

4.4 Change Orders may extend the completion date and may require additional deposits before materials are ordered or work is scheduled.

## 5. Scheduling, Delays & Remobilization

5.1 Project scheduling will begin after: (a) receipt of required deposits, (b) final selections by Customer, and (c) confirmation that the jobsite is ready.

5.2 Project dates are estimates. Unforeseen conditions, backordered materials, inspections, permitting, or weather may require adjustments. Company will communicate material schedule changes to Customer.

5.3 If work is delayed, rescheduled, or prevented due to Customer (including but not limited to lack of access, unpaid balances, missing selections, other trades interfering, or unsafe conditions), Company may charge **remobilization / standby fees** and adjust the schedule to its next available opening.

## 6. Customer Responsibilities

Customer agrees to:

6.1 Provide safe, reasonable access to the jobsite during agreed working hours.

6.2 Remove or protect personal belongings, furniture, and fragile items from work areas.

6.3 Ensure utilities (power, water, HVAC) are available as reasonably required for installation and per manufacturer recommendations.

6.4 Disconnect and reconnect any plumbing, gas, or electrical connections for appliances, fixtures, or equipment unless otherwise stated in writing.

## 7. Subcontractors

7.1 Licensed subcontractors (e.g., plumbing, electrical) may be engaged as part of the project. Subcontractors are independent contractors, not employees of Company.

7.2 Company coordinates workflow and will enforce quality standards but is not responsible for damages outside the subcontractor's scope or for acts beyond its reasonable control.

## 8. Materials, Variations & Manufacturer Warranties

8.1 Natural and manufactured materials (including but not limited to wood, stone, tile, and composites) may vary in color, grain, texture, sheen, and pattern from showroom samples or photos. Such variations are **not defects**.

8.2 A 2% variance in dimensions and material widths and a 10–25% material overage for cuts, waste, and pattern layout are standard in the industry and are not grounds for refund.

8.3 Manufacturer warranties apply where available. Company is not responsible for manufacturer defects but will reasonably assist Customer in submitting warranty claims.

8.4 Temperature and humidity must be maintained within manufacturer-recommended ranges. Company is not responsible for warping, expansion, contraction, or damage caused by failure to maintain proper conditions.

## 9. Workmanship Warranty

9.1 Company warrants its labor for **one (1) year** from the date of substantial completion, unless otherwise stated in writing.

9.2 This warranty excludes: normal wear and tear, misuse, neglect, improper maintenance, damage by others, acts of God, or alterations by third parties.

9.3 This warranty is void if balances are unpaid or if others modify the work without Company's prior written consent.

## 10. Termination, Cancellation & Default

10.1 If Customer cancels after materials have been ordered, Customer remains responsible for **all non-returnable materials, restocking fees, storage fees, and work performed to date**, plus reasonable demobilization costs.

10.2 Company may suspend work or terminate the contract for: nonpayment, unsafe conditions, repeated interference with work, or material breach of these Terms. Customer remains liable for all amounts earned to date.

10.3 Amounts not paid when due accrue interest at **1.5% per month (18% annually)** or the maximum amount allowed by law, whichever is less.

10.4 If Company must pursue collection of any unpaid amount, Customer is responsible for all **reasonable collection costs, including attorney's fees and court costs**, to the extent permitted by law.

### 11. Limitation of Liability

Company's total liability arising out of or relating to this contract is limited to the **total amount actually paid by Customer to Company** under this contract. In no event shall Company be liable for incidental, indirect, or consequential damages, including but not limited to loss of use, alternative housing, meals, or lost wages.

### 12. Lien Rights & Governing Law

12.1 Company reserves all rights under applicable **mechanic's lien and construction lien laws**. Customer acknowledges that failure to pay for labor or materials may result in a lien recorded against the property.

12.2 This Agreement is governed by the laws of the State of Florida. Venue for any dispute shall be in the county where the project is located, unless otherwise required by law.

### 13. Entire Agreement & Modifications

13.1 This Agreement, together with the Estimate and any signed Change Orders, constitutes the entire agreement between Customer and Company.

13.2 No verbal statements or promises not contained herein are binding.

13.3 This Agreement may be modified **only in writing**, signed by both Customer and Company.

Signature

[Click here to sign](#)

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**Melbourne Beach Flooring and Kitchens**

Company Signature

Client Signature

the first two cases, the first two terms of the series are the same, and the third term is different.

In the third case, the first two terms are different, and the third term is the same as the second term.

In the fourth case, the first two terms are different, and the third term is the same as the first term.

In the fifth case, the first two terms are different, and the third term is the same as the first term.

In the sixth case, the first two terms are different, and the third term is the same as the first term.

In the seventh case, the first two terms are different, and the third term is the same as the first term.

In the eighth case, the first two terms are different, and the third term is the same as the first term.

In the ninth case, the first two terms are different, and the third term is the same as the first term.

In the tenth case, the first two terms are different, and the third term is the same as the first term.

In the eleventh case, the first two terms are different, and the third term is the same as the first term.

In the twelfth case, the first two terms are different, and the third term is the same as the first term.

In the thirteenth case, the first two terms are different, and the third term is the same as the first term.

In the fourteenth case, the first two terms are different, and the third term is the same as the first term.

In the fifteenth case, the first two terms are different, and the third term is the same as the first term.

In the sixteenth case, the first two terms are different, and the third term is the same as the first term.

In the seventeenth case, the first two terms are different, and the third term is the same as the first term.

In the eighteenth case, the first two terms are different, and the third term is the same as the first term.

In the nineteenth case, the first two terms are different, and the third term is the same as the first term.

In the twentieth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-first case, the first two terms are different, and the third term is the same as the first term.

In the twenty-second case, the first two terms are different, and the third term is the same as the first term.

In the twenty-third case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fourth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fifth case, the first two terms are different, and the third term is the same as the first term.

# Melbourne Beach Flooring and Kitchens

Delynn Ellis

Phone Number: 321-312-6445



## Auger Plumbing-Scheduled & Managed by Melbourne Beach Flooring and Kitchens

Date Sent

Apr 1, 2026

### Bill To

Bay Tree Community Pool  
 8207 National Drive, Melbourne, Florida, 32940  
 rszozda@gmscfl.com  
 865-603-3650

### Estimate

ES-10689

Item	Unit	Qty	Unit Cost	Unit Price	Total
<b>Urinal</b> Service Call Flat Rate Pricing - Urinal: Provide and Install flushometer and urinal Provide and install Flushometer kit and new urinal. Sloan Regal and American Standard Removed existing urinal. Assembled new flushometer and urinal. Tested urinal. *Price includes parts and labor only. *Additional fee may apply for installation of sensors or smart flushometers. *Old urinal will be brought to street or trash area. We do not dispose of old toilets/urinals.	Each	1	\$793.80	\$793.80	\$793.80
<b>Disclaimer</b> Estimates - Estimate Disclaimer This estimate is based solely on the conditions visible and accessible at the time of the job site walkthrough. It reflects the expected scope of work, labor, and materials required as currently understood. Please note that the final cost may be subject to change due to unforeseen circumstances, including but not limited to hidden damage, concealed piping issues, structural obstacles, code compliance requirements, or other conditions not reasonably identifiable during the initial inspection. Any additional work required due to such conditions will be discussed with the customer before proceeding and may result in a revised estimate or change order.		1	\$0.00	\$0.00	\$0.00
<b>Flat Rate Pricing - Shower Valve</b> Flat Rate Pricing - Shower Valve- Provided and Installed		2	\$710.68	\$710.68	\$1,421.35

Item	Unit	Qty	Unit Cost	Unit Price	Total
Removed existing shower valve. Provided and installed new standard single handle shower/tub valve. Tied into existing hot and cold water lines with new pipe and fittings. Turned water back on to house to test. *Price includes shower valve, pipe, fittings and labor *Additional charge may apply if smitty plate is needed *Trim may be an additional charge if provided by Auger' Plumbing					
<b>Moen Trim Kit</b> Tub and Shower - Moen Trim Kit Includes trim plate, shower handle and shower head *Tub spout is an additional \$30		2	\$113.25	\$113.25	\$226.50
<b>Toilet</b> Toilet- Provided and Installed New Toilet * Note this is a commercial toilet, with no tank. Removed existing toilet. Removed wax ring and closet bolts. Provided and installed new wax ring and closet bolts. Provided and installed a new white, elongated, ADA comfort height toilet. Provided and installed new toilet supply line. Tested for leaks. Caulked around the base. *Price includes labor and parts. *Toilet was set out by street. Please contact your local waste service provider for pick up. We do not remove toilet from premises.		2	\$716.91	\$716.91	\$1,433.82
<b>Vanity Faucet</b> Vanity Faucet- 1 piece- Provided and Installed Removed existing vanity faucet. Provided and installed new standard one piece vanity faucet. Installed new pop up drain. Connected faucet to angle stops. Connected drain to existing drain. Tested for leaks. *Price includes new standard one piece vanity faucet and labor to install faucet *New supply lines are an additional charge (\$10/ea) *New drain fittings are an additional charge (\$10)		4	\$459.24	\$459.24	\$1,836.95
<b>Angle Stop</b> Angle stop- Provided and installed Provided and installed new angle stop. Tested for leaks. *Price includes labor and parts- service call not included.		8	\$113.25	\$113.25	\$906.01
<b>ADA Sink</b> ADA Sink: white wall mounted sink 20x18 white wall mounted ADA sink		2	\$268.06	\$268.06	\$536.12

<b>Subtotal</b>	\$7,154.55
<b>Tax</b> Florida State & Lo... (7%)	\$500.83
<b>Total</b>	\$7,655.38
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$7,655.38

## Payments

---

**\$4,593.23** Upcoming

**Deposit**

Due: Apr 1, 2026

**\$3,062.15** Upcoming

**Payment 1**



Pay Now

## Terms and Conditions

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### Terms and Conditions Melbourne Beach Flooring & Kitchens

#### 1. Payment Terms

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- All work will be performed to industry standards of quality and safety.

### 9. Termination and Cancellation

- If the customer cancels after materials have been ordered, they remain responsible for the cost of all non-returnable or restocking fees.
- If the customer cancels after work has begun, they are responsible for payment of completed work and materials ordered.

### 10. Limitation of Liability

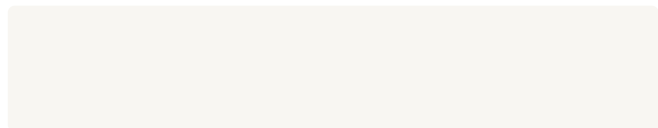
- The company's liability is limited to the cost of the contracted work.
- The company shall not be liable for incidental or consequential damages arising from delays, material defects, or circumstances beyond its control

Signature

[Click here to sign](#)

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**Melbourne Beach Flooring and Kitchens**



Company Signature

Client Signature

# SECTION IX

# SECTION A

**Baytree**  
COMMUNITY DEVELOPMENT DISTRICT

**Summary of Check Register**  
Fiscal Year 2026

<i>Fund</i>	<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
<b>March 2026</b>			
<b>General Fund</b>	<b>Bank United GF</b>	<b>246 - 262</b>	<b>\$65,034.97</b>
	<b>Utilities</b>	<b>ACH</b>	<b>\$8,022.19</b>
			<b>\$73,057.16</b>
<b>Payroll</b>	<b>Richard L Brown</b>	<b>50753</b>	<b>\$184.70</b>
	<b>Jerome S. Darby</b>	<b>50754</b>	<b>\$184.70</b>
	<b>Gilbert M Mills Jr.</b>	<b>50755</b>	<b>\$184.70</b>
	<b>Janice Hill</b>	<b>50756</b>	<b>\$184.70</b>
	<b>Richard C Bosseler</b>	<b>50757</b>	<b>\$184.70</b>
			<b>\$923.50</b>
<b>TOTAL</b>			<b>\$73,980.66</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/10/26	00019	3/01/26	22804	202603	320	53800	46200			*	900.00		
			MAR 26 - POOL MAINTENANCE										
		3/01/26	22804	202603	320	53800	46900			*	40.00		
			MAR 26 - FOUNTAIN MAINT										
BEACH POOL SERVICE												940.00	000246
3/10/26	00004	2/28/26	197415	202602	310	51300	31500			*	3,327.50		
			FEB 26 - LEGAL SERVICES										
BILLING COCHRAN, P.A.												3,327.50	000247
3/10/26	00193	3/01/26	10005055	202603	320	53800	48000			*	431.00		
			MAR 26 - JANITORIAL SVCS										
COVERALL NORTH AMERICA, INC DBA												431.00	000248
3/10/26	00200	2/25/26	3486	202602	320	53800	34500			*	4,429.84		
			SECURITY-(02/19-02/25/26)										
		3/04/26	4498	202602	320	53800	34500			*	4,429.84		
			SECURITY-(02/26-03/04/26)										
DSI SECURITY SERVICES												8,859.68	000249
3/10/26	00039	3/01/26	513527	202603	320	53800	47000			*	3,500.00		
			MAR 26-AQUATIC WEED CNTRL										
ECOR INDUSTRIES												3,500.00	000250
3/10/26	00047	2/26/26	257916	202602	320	53800	41400			*	565.00		
			02/24-S.C-POOL ACCESS REP										
		3/09/26	257998	202602	320	53800	41400			*	565.00		
			02/27-S.C-NORTH.POOL.GATE										
GUARDIAN ACCESS SOLUTIONS												1,130.00	000251
3/10/26	00270	3/05/26	2236	202603	320	53800	41100			*	500.00		
			03/02-S/C-TBLSHT.INTERCOM										
IM SOLUTIONS,LLC.												500.00	000252
3/10/26	00252	2/27/26	38947	202602	320	53800	47200			*	3,750.00		
			INST.RVR.ROCKS.RMVD.MULCH										
		3/01/26	38950	202603	320	53800	47300			*	11,801.00		
			MAR 26 - LANDSCAPE MAINT										
		3/09/26	39110	202603	320	53800	47200			*	1,950.00		
			REMOVED TREE ENC.BACKYRD										
US LAWNS OF BREVARD												17,501.00	000253
3/17/26	00224	3/11/26	22481676	202602	310	51300	31100			*	1,345.00		
			ENGINEERING SVCS - FEB 26										
DEWBERRY ENGINEERS, INC												1,345.00	000254

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/17/26	00085	4/17/26	FLOOD.IN 202603 310-51300-45000 FLOOD INS. THRU 04/17/27	EGIS INSURANCE ADVISORS, LLC.	*	1,212.00	1,212.00 000255
3/17/26	00021	3/01/26	554 202603 320-53800-34000 MAR 26 - FIELD MANAGEMENT		*	3,021.17	
		3/01/26	554 202603 320-53800-46300 POOL-HDEP-10 FLAT WASHERS		*	4.80	
		3/01/26	554 202603 320-53800-46300 POOL- STORGAE AREA KEY		*	18.46	
		3/01/26	555 202603 310-51300-34000 MAR 26 - MANAGEMENT FEES		*	4,311.83	
		3/01/26	555 202603 310-51300-35200 MAR 26 - WEBSITE ADMIN		*	175.33	
		3/01/26	555 202603 310-51300-35100 MAR 26 - INFORMATION TECH		*	175.33	
		3/01/26	555 202603 310-51300-42000 MAR 26 - POSTAGE		*	301.57	
				GOVERNMENTAL MANAGEMENT SERVICES			8,008.49 000256
3/30/26	00193	2/02/26	10005025 202602 320-53800-48000 FEB 26-DEEPCSRUB 2 RSTRMS	COVERALL NORTH AMERICA, INC DBA	*	500.00	500.00 000257
3/30/26	00200	3/11/26	4872 202603 320-53800-34500 SECURITY-(03/05-03/11/26)		*	4,403.56	
		3/18/26	5168 202603 320-53800-34500 SECURITY-(03/12-03/18/26)		*	4,429.84	
		3/25/26	5311 202603 320-53800-34500 SECURITY-(03/19-03/25/26)		*	4,428.36	
				DSI SECURITY SERVICES			13,261.76 000258
3/30/26	00039	3/16/26	513895 202603 320-53800-47000 MAR26-NAT VEGETATION MGMT		*	1,060.00	
		3/18/26	515283 202603 320-53800-47000 AQUATIC WEED CNTRL INSPEC		*	1,340.00	
				ECOR INDUSTRIES			2,400.00 000259
3/30/26	00210	3/24/26	38810A 202603 320-53800-46900 QTRLY FOUNT.CLNG - MAR 26	FOUNTAIN DESIGN GROUP	*	185.00	185.00 000260
3/30/26	00270	3/17/26	2244 202601 320-53800-41100 01/20-S/C-REP POOL CAM #5	IM SOLUTIONS,LLC.	*	1,358.54	1,358.54 000261

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/30/26	00252	3/24/26 39170	202603 320-53800-47400	US LAWNS OF BREVARD	*	575.00	575.00 000262
						TOTAL FOR BANK H	65,034.97
						TOTAL FOR REGISTER	65,034.97

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #	
3/30/26	00278	4/17/26 3206251	202603 310-51300-45000	FLOOD INS. THRU 04/17/27	*	1,212.00		
							NATIONAL GENERAL INSURANCE COMPANY	1,212.00 000070
3/30/26	00005	3/05/26 118058-J	202601 320-53800-43100	JAN 26 - WATER & SEWER	*	499.99		
		4/02/26 112400-J	202601 320-53800-43100	JAN 26 - WATER & SEWER	*	69.70		
							CITY OF COCOA UTILITIES	569.69 000071
3/30/26	00255	2/28/26 FEB26-FP	202602 320-53800-43000	FEB 26 - ELECTRICITY	*	3,710.82		
		2/28/26 FEB26-FP	202602 320-53800-43000	FEB 26 - STREETLIGHTS	*	1,743.81		
							FPL - AUTOPAY	5,454.63 000072
3/30/26	00253	2/22/26 12308970	202603 320-53800-41000	MAR26 SPEC-201 BAYTREE DR	*	346.61		
		3/01/26 11726770	202603 320-53800-41000	MAR26 SPEC-8207 NTN'L DR	*	225.11		
		3/07/26 12335290	202603 320-53800-41000	MAR26 SPEC-630 BAYTREE DR	*	214.15		
							SPECTRUM - CHARTER COMMUNICATIONS	785.87 000073
						TOTAL FOR BANK Y	8,022.19	
						TOTAL FOR REGISTER	8,022.19	

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50753		RICHARD L BROWN	184.70	4/06/2026
50754		JEROME S. DARBY	184.70	4/06/2026
50755		GILBERT M MILLS JR.	184.70	4/06/2026
50756		JANICE HILL	184.70	4/06/2026
50757		RICHARD C BOSSELER	184.70	4/06/2026
TOTAL FOR REGISTER			923.50	

# SECTION B

***Baytree***  
***Community Development District***

***Unaudited Financial Reporting***  
***March 31, 2026***



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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>
9	<hr/>	<u>Cash &amp; Investment Report</u>
10	<hr/>	<u>Assessment Receipt Schedule</u>

**Baytree**  
**Community Development District**  
**Combined Balance Sheet**  
**March 31, 2026**

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Pavement Fund</i>	<i>C. Beautification Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>					
<u>Cash:</u>					
Operating Fund	\$ 96,530	\$ -	\$ -	\$ -	\$ 96,530
Due from Capital Reserve	4,784	-	-	-	4,784
Due from Community Beautification	19,044	-	-	-	19,044
Due from General Fund	-	-	77,146	-	77,146
<u>Investments:</u>					
US Bank Custody	259,580	-	-	-	259,580
MMA - Bank United - Surplus	551,732	-	-	-	551,732
MMA - Truist Bank - Capital Reserves	-	93,211	-	-	93,211
MMA - Regions Bank - Pavement Management	-	-	133,073	-	133,073
CD - Seacoast Bank - Pavement Management	-	-	173,606	-	173,606
CD - Seacoast Bank - Community Beautification	-	-	-	46,739	46,739
<b>Total Assets</b>	<b>\$ 931,669</b>	<b>\$ 93,211</b>	<b>\$ 383,825</b>	<b>\$ 46,739</b>	<b>\$ 1,455,444</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 19,156	\$ -	\$ -	\$ -	\$ 19,156
Due to General Fund - Reserve Fund	-	4,784	-	-	4,784
Due to General Fund - Comm. Beautification	-	-	-	19,044	19,044
Due to Pavement Mgmt	77,146	-	-	-	77,146
<b>Total Liabilities</b>	<b>\$ 96,302</b>	<b>\$ 4,784</b>	<b>\$ -</b>	<b>\$ 19,044</b>	<b>\$ 120,130</b>
<b>Fund Balance:</b>					
Assigned for:					
Capital Reserves	\$ -	\$ 88,428	\$ -	\$ -	\$ 88,428
Pavement Management	-	-	383,825	-	383,825
Community Beautification	-	-	-	27,695	27,695
Unassigned	835,367	-	-	-	835,367
<b>Total Fund Balances</b>	<b>\$ 835,367</b>	<b>\$ 88,428</b>	<b>\$ 383,825</b>	<b>\$ 27,695</b>	<b>\$ 1,335,315</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 931,669</b>	<b>\$ 93,211</b>	<b>\$ 383,825</b>	<b>\$ 46,739</b>	<b>\$ 1,455,444</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues:</b>				
Maintenance Assessments	\$ 1,177,624	\$ 1,125,565	\$ 1,125,565	\$ -
IOB Cost Share Agreement	59,257	14,814	14,814	-
Miscellaneous Income	9,250	4,625	4,713	88
Interest Income	10,000	5,000	11,264	6,264
<b>Total Revenues</b>	<b>\$ 1,256,130</b>	<b>\$ 1,150,004</b>	<b>\$ 1,156,355</b>	<b>\$ 6,351</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 6,000	\$ 5,800	\$ 200
FICA Expense	918	459	444	15
Engineering	30,000	15,000	10,909	4,092
Attorney Fees	24,000	12,000	15,080	(3,080)
Annual Audit	3,500	-	-	-
Assessment Administration	8,765	8,765	8,765	0
Management Fees	51,742	25,871	25,871	(0)
Information Technology	2,104	1,052	1,052	0
Website Maintenance	2,104	1,052	1,052	0
Telephone	250	125	-	125
Postage	2,500	1,250	811	439
Printing & Binding	1,000	500	30	470
Office Supplies	500	250	50	200
Legal Advertising	4,000	2,000	188	1,812
Insurance General Liability	39,442	39,442	35,610	3,832
Tax Collector Fee	23,557	22,478	22,478	-
Property Taxes	450	450	488	(38)
Property Appraiser	350	175	281	(106)
Other Current Charges	1,800	900	1,197	(297)
Dues, Licenses & Subscriptions	175	175	175	-
<b>Subtotal General &amp; Administrative</b>	<b>\$ 209,157</b>	<b>\$ 137,943</b>	<b>\$ 130,281</b>	<b>\$ 7,663</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b><u>Operations &amp; Maintenance</u></b>				
Field Management Fees	\$ 36,254	\$ 18,127	\$ 18,127	\$ 0
Security Contract	235,374	117,687	112,587	5,100
Gate Maintenance	25,320	12,660	7,786	4,874
Security Gatehouse Maintenance	10,000	5,000	21,296	(16,296)
Telephone/Internet - Gatehouse/Pool	9,000	4,500	4,422	78
Transponders	4,500	3,850	3,850	-
Utility - Electric	68,250	34,125	30,697	3,428
Utility - Water & Sewer	18,025	9,013	4,636	4,376
Utility - Gas	9,350	4,675	7,900	(3,225)
Maintenance - Lakes	49,750	24,875	25,720	(845)
Maintenance - Landscape Contract	141,612	70,806	70,806	-
Maintenance - Additional Landscape	25,000	12,500	29,202	(16,702)
Maintenance - Pool Contract	18,000	9,000	6,484	2,516
Maintenance - Pool Parts & Repairs	10,000	5,000	5,746	(746)
Maintenance - Pool Painting	6,000	3,000	-	3,000
Maintenance - Irrigation	17,000	8,500	7,027	1,473
Maintenance - Lighting	18,000	9,000	10,094	(1,094)
Maintenance - Monuments	4,000	2,000	-	2,000
Maintenance - Fountain	1,500	750	2,010	(1,260)
Maintenance - Recreation	2,500	1,250	1,686	(436)
Amenity - Refuse Service	800	400	279	121
Amenity - Janitorial Services	7,500	3,750	3,786	(36)
Holiday Lighting	17,500	17,500	17,122	378
Operating Supplies	750	375	1,363	(988)
Sidewalk/Curb Cleaning	12,000	12,000	11,855	145
Misc. Contingency	30,600	15,300	13,805	1,495
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 778,585</b>	<b>\$ 405,642</b>	<b>\$ 418,286</b>	<b>\$ (12,643)</b>
<b>Total Expenditures</b>	<b>\$ 987,741</b>	<b>\$ 543,586</b>	<b>\$ 548,566</b>	<b>\$ (4,981)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 268,389</b>	<b>\$ 606,419</b>	<b>\$ 607,789</b>	<b>\$ 1,371</b>
<b><u>Other Financing Sources/(Uses):</u></b>				
<b><u>Transfers</u></b>				
Capital Projects- Paving - Baytree	\$ (83,907)	\$ -	\$ -	\$ -
Capital Projects - Paving - IOB Funds	(19,000)	-	-	-
Capital Projects - Reserves	(149,100)	(13,140)	(13,140)	-
Community Beautification Fund	(45,265)	-	-	-
First Quarter Operating	(48,500)	-	-	-
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (345,772)</b>	<b>\$ (13,140)</b>	<b>\$ (13,140)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (77,383)</b>	<b>\$ 593,279</b>	<b>\$ 594,649</b>	<b>\$ 1,371</b>
<b>Fund Balance - Beginning</b>	<b>\$ 77,383</b>		<b>\$ 240,718</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 835,367</b>	

**Baytree**  
**Community Development District**  
**Capital Projects Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budge Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues:</b>				
Interest Income	\$ 2,000	\$ 1,000	\$ 856	\$ (144)
<b>Total Revenues</b>	<b>\$ 2,000</b>	<b>\$ 1,000</b>	<b>\$ 856</b>	<b>\$ (144)</b>
<b>Expenditures:</b>				
Lake Bank Restoration/Evaluation	\$ 30,000	\$ -	\$ -	\$ -
Sidewalk/Gutter Repair	14,000	-	-	-
Drainage Maintenance	10,000	-	-	-
Electrical Infrastructure	20,000	20,000	4,784	15,216
Tennis Court Resurface	18,000	-	-	-
Pool Resurface	50,000	50,000	13,140	36,860
Benches	-	-	1,936	(1,936)
Disaster/Emergency Reserve	6,500	-	-	-
Bank Fees	600	-	-	-
<b>Total Expenditures</b>	<b>\$ 149,100</b>	<b>\$ 70,000</b>	<b>\$ 19,860</b>	<b>\$ 50,140</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (147,100)</b>	<b>\$ (69,000)</b>	<b>\$ (19,004)</b>	<b>\$ 49,996</b>
<b>Other Financing Sources/(Uses):</b>				
Transfer In - Baytree	\$ 149,100	\$ 13,140	\$ 13,140	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ 149,100</b>	<b>\$ 13,140</b>	<b>\$ 13,140</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 2,000</b>	<b>\$ (55,860)</b>	<b>\$ (5,864)</b>	<b>\$ 49,996</b>
<b>Fund Balance - Beginning</b>	<b>\$ 25,164</b>		<b>\$ 94,292</b>	
<b>Fund Balance - Ending</b>	<b>\$ 27,164</b>		<b>\$ 88,428</b>	

**Baytree**  
**Community Development District**  
**Pavement Management**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues</b>				
Interest Income	\$ 2,000	\$ 1,000	\$ 2,471	\$ 1,471
<b>Total Revenues</b>	<b>\$ 2,000</b>	<b>\$ 1,000</b>	<b>\$ 2,471</b>	<b>\$ 1,471</b>
<b>Expenditures:</b>				
Bank Fees	\$ 600	\$ 300	\$ 92	\$ 208
<b>Total Expenditures</b>	<b>\$ 600</b>	<b>\$ 300</b>	<b>\$ 92</b>	<b>\$ 208</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1,400</b>	<b>\$ 700</b>	<b>\$ 2,379</b>	<b>\$ 1,679</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In - Baytree	\$ 83,907	\$ -	\$ -	\$ -
Transfer In - IOB	19,000	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 102,907</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 104,307</b>	<b>\$ 700</b>	<b>\$ 2,379</b>	<b>\$ 1,679</b>
<b>Fund Balance - Beginning</b>	<b>\$ 427,018</b>		<b>\$ 381,446</b>	
<b>Fund Balance - Ending</b>	<b>\$ 531,325</b>		<b>\$ 383,825</b>	

**Baytree**  
**Community Development District**  
**Community Beautification**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending March 31, 2026**

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
<b>Revenues</b>				
Interest Income	\$ -	\$ -	\$ 679	\$ 679
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 679</b>	<b>\$ 679</b>
<b>Expenditures:</b>				
Beautification Projects	\$ 45,265	\$ 22,000	\$ 22,000	\$ -
<b>Total Expenditures</b>	<b>\$ 45,265</b>	<b>\$ 22,000</b>	<b>\$ 22,000</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (45,265)</b>	<b>\$ (22,000)</b>	<b>\$ (21,321)</b>	<b>\$ 679</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In - Baytree	\$ 45,265	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 45,265</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (22,000)</b>	<b>\$ (21,321)</b>	<b>\$ 679</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 49,016</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 27,695</b>	

**Baytree**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments	\$ -	\$ 20,720	\$ 1,032,626	\$ 46,688	\$ 17,810	\$ 7,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,125,565
IOB Cost Share Agreement	-	-	-	14,814	-	-	-	-	-	-	-	-	14,814
Miscellaneous Income	264	2,191	275	1,037	175	772	-	-	-	-	-	-	4,713
Interest Income	1,179	938	1,762	2,470	2,486	2,429	-	-	-	-	-	-	11,264
<b>Total Revenues</b>	<b>\$ 1,442</b>	<b>\$ 23,849</b>	<b>\$ 1,034,663</b>	<b>\$ 65,008</b>	<b>\$ 20,471</b>	<b>\$ 10,922</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,156,355</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 800	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,800
FICA Expense	61	77	77	77	77	77	-	-	-	-	-	-	444
Engineering	613	913	2,750	1,568	1,345	3,721	-	-	-	-	-	-	10,909
Attorney Fees	2,805	2,063	2,860	2,448	3,328	1,578	-	-	-	-	-	-	15,080
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	8,765	-	-	-	-	-	-	-	-	-	-	-	8,765
Management Fees	4,312	4,312	4,312	4,312	4,312	4,312	-	-	-	-	-	-	25,871
Information Technology	175	175	175	175	175	175	-	-	-	-	-	-	1,052
Website Maintenance	175	175	175	175	175	175	-	-	-	-	-	-	1,052
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	159	151	1	160	40	302	-	-	-	-	-	-	811
Printing & Binding	-	-	2	26	3	-	-	-	-	-	-	-	30
Office Supplies	13	13	0	13	13	-	-	-	-	-	-	-	50
Legal Advertising	-	-	188	-	-	-	-	-	-	-	-	-	188
Insurance General Liability	33,186	-	-	-	-	2,424	-	-	-	-	-	-	35,610
Tax Collector Fee	-	414	20,653	900	356	154	-	-	-	-	-	-	22,478
Property Taxes	-	488	-	-	-	-	-	-	-	-	-	-	488
Property Appraiser	-	-	281	-	-	-	-	-	-	-	-	-	281
Other Current Charges	117	248	259	152	178	244	-	-	-	-	-	-	1,197
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 51,355</b>	<b>\$ 10,028</b>	<b>\$ 32,732</b>	<b>\$ 11,004</b>	<b>\$ 11,001</b>	<b>\$ 14,161</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,281</b>

**Baytree**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
Field Management Fees	\$ 3,021	\$ 3,021	\$ 3,021	\$ 3,021	\$ 3,021	\$ 3,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,127
Security Contract	17,722	22,502	18,907	18,042	22,152	13,262	-	-	-	-	-	-	112,587
Gate Maintenance	3,482	740	986	444	2,133	-	-	-	-	-	-	-	7,786
Security Gatehouse Maintenance	8,975	7,701	600	2,162	-	1,859	-	-	-	-	-	-	21,296
Telephone/Internet - Gatehouse/Pool	725	725	725	725	734	786	-	-	-	-	-	-	4,422
Transponders	-	-	-	3,850	-	-	-	-	-	-	-	-	3,850
Utility - Electric	4,756	4,835	5,064	5,587	5,455	5,000	-	-	-	-	-	-	30,697
Utility - Water & Sewer	1,723	968	236	570	570	570	-	-	-	-	-	-	4,636
Utility - Gas	903	1,731	1,543	1,770	1,270	684	-	-	-	-	-	-	7,900
Maintenance - Lakes	3,600	4,560	3,500	4,660	3,500	5,900	-	-	-	-	-	-	25,720
Maintenance - Landscape Contract	11,801	11,801	11,801	11,801	11,801	11,801	-	-	-	-	-	-	70,806
Maintenance - Additional Landscape	1,500	197	17,000	2,105	6,250	2,150	-	-	-	-	-	-	29,202
Maintenance - Pool Contract	914	1,770	1,100	900	900	900	-	-	-	-	-	-	6,484
Maintenance - Pool Parts & Repairs	4,815	823	72	-	-	36	-	-	-	-	-	-	5,746
Maintenance - Pool Painting	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Irrigation	2,312	233	1,682	130	2,096	575	-	-	-	-	-	-	7,027
Maintenance - Lighting	3,864	-	3,191	414	388	2,238	-	-	-	-	-	-	10,094
Maintenance - Monuments	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance - Fountain	40	40	225	1,440	40	225	-	-	-	-	-	-	2,010
Maintenance - Recreation	-	-	1,440	246	-	-	-	-	-	-	-	-	1,686
Amenity - Refuse Service	56	56	56	56	56	-	-	-	-	-	-	-	279
Amenity - Janitorial Services	631	431	431	431	931	931	-	-	-	-	-	-	3,786
Holiday Lighting	-	17,122	-	-	-	-	-	-	-	-	-	-	17,122
Operating Supplies	373	990	-	-	-	-	-	-	-	-	-	-	1,363
Sidewalk/Curb Cleaning	-	10,465	-	1,390	-	-	-	-	-	-	-	-	11,855
Misc. Contingency	2,921	10,454	430	-	-	-	-	-	-	-	-	-	13,805
<b>Subtotal Operations &amp; Maintenance</b>	<b>\$ 74,134</b>	<b>\$ 101,164</b>	<b>\$ 72,010</b>	<b>\$ 59,744</b>	<b>\$ 61,296</b>	<b>\$ 49,937</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 418,286</b>
<b>Total Expenditures</b>	<b>\$ 125,489</b>	<b>\$ 111,192</b>	<b>\$ 104,742</b>	<b>\$ 70,748</b>	<b>\$ 72,297</b>	<b>\$ 64,098</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 548,566</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (124,047)</b>	<b>\$ (87,343)</b>	<b>\$ 929,921</b>	<b>\$ (5,740)</b>	<b>\$ (51,826)</b>	<b>\$ (53,176)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 607,789</b>
<b><u>Other Financing Sources/Uses:</u></b>													
<b><u>Transfers</u></b>													
Capital Projects - Reserves	\$ -	\$ -	\$ -	\$ -	\$ (13,140)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (13,140)
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (13,140)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (13,140)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (124,047)</b>	<b>\$ (87,343)</b>	<b>\$ 929,921</b>	<b>\$ (5,740)</b>	<b>\$ (64,966)</b>	<b>\$ (53,176)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 594,649</b>

**Baytree**  
**Community Development District**  
**General Fund**  
**Cash and Investment Report**  
For The Period Ending March 31, 2026

Account Name	Maturity Date	Bank Name	Original Investment	Yield	Balance
<b>General Fund</b>					
Checking Account - Operating		Bank United		0.00%	\$ 54,811
Interest Checking Account - Operating		Truist Bank		0.57%	\$ 41,719
<b>Sub Total</b>					<b>\$ 96,530</b>
Money Market Account - Surplus		Bank United		3.80%	\$ 551,732
Custodian Account		US Bank		3.75%	\$ 259,580
<b>Total General Fund</b>					<b>\$ 907,842</b>
<b>Reserve Funds</b>					
<b><u>Capital Reserve</u></b>					
Money Market Account		Truist Bank		2.49%	\$ 93,211
<b><u>Pavement Reserve</u></b>					
Money Market Account		Regions Bank		2.50%	\$ 133,073
12-Month CD*	8/29/2026	Seacoast Bank	\$ 170,367	3.50%	\$ 173,606
<b>Total Pavement</b>					<b>\$ 306,679</b>
<b><u>Community Beautification</u></b>					
7-Month CD**	5/29/2026	Seacoast Bank	\$ 45,180	3.50%	\$ 46,739
<b>Total Reserve Funds</b>					<b>\$ 446,629</b>

Note:

\*Rolled over another 12 months maturing on 08/29/26.

\*\* Rolled over another 7 month maturing 5/29/26.

**Baytree**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - Brevard County**  
**Fiscal Year 2026**

**ON ROLL ASSESSMENTS**

Gross Assessments \$ 1,198,599 \$ 1,198,599  
 Net Assessments \$ 1,177,624 \$ 1,177,624

Allocation in % 100.00%

<i>Date</i>	<i>Gross Amount</i>	<i>(Discount)/ Penalty</i>	<i>*Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>Total</i>
11/14/25	\$ 21,800	\$ (1,080)	\$ (414)	\$ -	\$ 20,306	\$ 20,720	\$ 20,720
12/02/25	236,600	(9,464)	(4,543)	-	222,593	227,136	227,136
12/10/25	750,401	(30,016)	(14,408)	-	705,977	720,385	720,385
12/19/25	88,300	(3,195)	(1,702)	-	83,403	85,105	85,105
01/09/26	46,400	(1,392)	(900)	-	44,108	45,008	45,008
01/30/26	-	-	-	1,679	1,679	1,679	1,679
02/12/26	18,200	(390)	(356)	-	17,414	17,810	17,810
03/06/26	7,800	(78)	(154)	-	7,568	7,722	7,722
<b>TOTAL</b>	<b>\$ 1,169,501</b>	<b>\$ (45,615)</b>	<b>\$ (22,478)</b>	<b>\$ 1,679</b>	<b>\$ 1,103,048</b>	<b>\$ 1,125,565</b>	<b>\$ 1,125,565</b>

\*Note: Commissions are posted as admin. expenditures.

98%	<b>Gross Assessments Collected</b>
\$ 29,099	<b>Balance Remaining to Collect</b>