



***BEACH  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Workshop***

***Wednesday  
October 25, 2023  
6:00 p.m.***

***Location:  
12788 Meritage Blvd.,  
Jacksonville, FL 32246***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Beach Community Development District

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250 International Parkway, Suite 208  
Lake Mary FL 32746  
321-263-0132

Board of Supervisors  
**Beach Community Development District**

Dear Board Members:

The Workshop of the Board of Supervisors of the Beach Community Development District is scheduled for **Wednesday, October 25, 2023, at 6:00 p.m.** at the **12788 Meritage Blvd., Jacksonville, FL 32246**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com). We look forward to seeing you at the meeting.

Sincerely,

*David McInnes*

David McInnes  
District Manager

Cc: Attorney  
Engineer  
District Records

District: **BEACH COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Wednesday, October 25, 2023

Time: 6:00 PM

Location: 12788 Meritage Blvd.,  
Jacksonville, FL 32246

Call-in Number: +1 (929) 205-6099

Meeting ID: 7055714830#

*Revised Workshop Agenda*

**I. Roll Call**

**II. Discussion Items**

A. CDD Agreement to Allow HOA to Enforce No Parking on CDD Owned Streets

[Exhibit 1](#)

1. Florida Statutes – Chapter 715

[Exhibit 1A](#)

2. Agreement with CDD – Redline

[Exhibit 1B](#)

3. Agreement with CDD – Clean

[Exhibit 1C](#)

B. Overnight Parking on Roadway – Make This a Violation of Amenity Policies

C. Vendor Scorecards

1. Landscape Vendor Scorecard Example

[Exhibit 2A](#)

2. Vendor Scorecard Sample

[Exhibit 2B](#)

D. Advanced Security Issues

[Exhibit 3](#)

E. Placement of AED

F. Additional Testing of Pool Water

G. Other Matters Affecting the District

**III. Adjournment**

# EXHIBIT 1

**From:** Mike Veazey <[MVeazey@icihomes.com](mailto:MVeazey@icihomes.com)>  
**Sent:** Friday, February 10, 2023 8:16 AM  
**To:** David C. McInnes <[dmcinnes@dpgmc.com](mailto:dmcinnes@dpgmc.com)>; [james.kendig@att.net](mailto:james.kendig@att.net); Joe Blanco <[JBlanco@icihomes.com](mailto:JBlanco@icihomes.com)>  
**Cc:** Wesley S. Haber ([wesley.haber@kutakrock.com](mailto:wesley.haber@kutakrock.com)) <[wesley.haber@kutakrock.com](mailto:wesley.haber@kutakrock.com)>; Dee Belet <[dbelet@lelandmanagement.com](mailto:dbelet@lelandmanagement.com)>  
**Subject:** FW: [External] Beach CDD: Proposed Agreement with the Tamaya Residential Homeowners Association

David, James, please see below and attached from the Association Counsel regarding the Association being able to Tow for parking on the streets in Tamaya. Below is the previous email Dee had sent regarding the additional Association costs associated with Towing or fining. Seems like a lot of effort and cost, how many cars are parking on the street overnight regularly? Has anyone just called the owners and told them they are annoying neighbors by parking in the street and please don't?

Thanks

**Mike Veazey**

Development Project Manager

**ICI HOMES** | 14785 Old St Augustine Rd Suit 3 | Jacksonville, FL 32258

Direct: 904. 652.2558 | Mobile: 386.566.7454 | [mveazey@icihomes.com](mailto:mveazey@icihomes.com)

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Disclaimer regarding Uniform Electronic Transactions Act ("UETA") (Florida Statutes Section 668.50): If this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication; contract formation in this matter shall occur only with manually-affixed original signatures on original documents.

**From:** Liane Barker <[lbarker@lelandmanagement.com](mailto:lbarker@lelandmanagement.com)>  
**Sent:** Thursday, February 9, 2023 12:10 PM  
**To:** Dee Belet <[DBelet@lelandmanagement.com](mailto:DBelet@lelandmanagement.com)>; Mike Veazey <[MVeazey@icihomes.com](mailto:MVeazey@icihomes.com)>  
**Subject:** RE: [External] Beach CDD: Proposed Agreement with the Tamaya Residential Homeowners Association

Hi Dee, Hi Mike,

I received Jim's legal opinion on this. Please see below:

I am going to try to summarize some thoughts for consideration (for the sake of cost), but I can expand further upon request. Generally, whether the Association would be deemed by a Court to have the authority to regulate or enforce covenants, restrictions, or rules and regulations on roads owned by a governmental entity appears to be an open question under Florida law. In *Ryan v. Manalapan*, 414 So. 2d 193, 197 (Fla. 1982), the Supreme Court of Florida held that restrictive covenants are not enforceable against a governmental body when it acquires land for public purposes, but the Court specifically declined to offer an opinion regarding the legal rights and duties of the remaining parties, i.e., private persons as opposed to governmental entities. Generally, courts in other states (whose decisions are not binding on Florida courts but have the potential to be persuasive), have reached opposite conclusions regarding whether a private person can adopt or enforce restrictions on public or government-owned roads. Again, I can explain further upon request, but generally the Association should be aware that there is a risk that someone could potentially challenge the Association's authority regardless of any agreement it may have with the CDD, and the outcome of such a challenge is uncertain, though the prevailing party in any such dispute would likely be entitled to recover reasonable attorney fees and costs from the non-prevailing party. Further, although there is room for argument, it appears that the Declaration was recorded to encumber the Tamaya Community before the plats conveying the roads to the CDD were recorded, which is a factor that favors the Association's position.

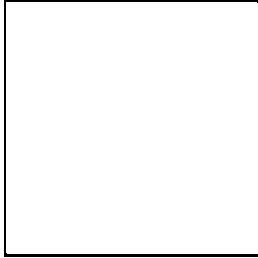
In addition, note that some of the roads, particularly those to the south of the JEA right of way that bifurcates the Tamaya Community, do not appear to be owned by the CDD (at least yet), but instead appear to be owned by the Developer (Tamaya Loan Acquisitions). If those roads are ultimately conveyed to the Association, the Association would have a stronger basis for enforcement of parking regulations on those roads.

Further, regarding the specific remedy of towing, I have attached a pertinent statute for your review. Generally, before a vehicle may be towed (assuming the person causing it to be towed has the right to do so, which is arguable for the reasons mentioned in the first paragraph above), the person causing the vehicle to be towed must either cause notice to be "personally given" (i.e., not an email, not a letter mailed, but a direct communication with the person) to the vehicle owner or person in control of the vehicle or must have statutorily-compliant signage posted in locations required by the attached statute. The attached statute provides for recovery of damages (including the costs of towing and could also include loss of use of the vehicle) and attorney fees and costs if a vehicle is determined to have been improperly towed in violation of the attached statute.

Other than towing, the Association has the following enforcement options: (1) impose fines and suspensions (of the right to use Common Property and recreational facilities, subject to exceptions), subject to complying with the notice and committee hearing requirements (see F.S. 720.305(2) and Article VIII of the Declaration); (2) demanding pre-suit mediation (which is required before a lawsuit may be filed based on a violation of the Association's governing documents or rules and regulations); and (3) subject to complying with (2), filing a lawsuit for injunctive relief and for prevailing party attorney fees and costs (if the Association prevails, but the defendant would generally be entitled to recover attorney fees and costs if the defendant

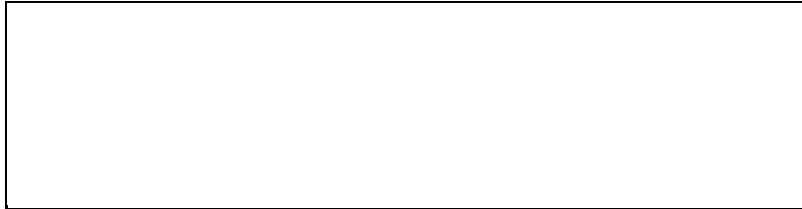
prevails, subject to the defendant's compliance with the mediation demand per (2) above). The procedure outlined by Dee is generally accurate; however, there is still action the Association can take if the committee votes to not confirm a fine or suspension (i.e., the Association can pursue (2) and (3) above), and Section 8.3 of the Declaration provides for "tiered" fine amounts based on whether the violation is the first (\$100.00), second (\$500.00), or third or subsequent violation (\$1,000.00). The Declaration does not address the maximum aggregate amount of a fine, so I would conservatively opine that the maximum aggregate amount should be considered \$1,000.00 (which is the default provided by statute unless the governing documents provide otherwise). Further, I agree with Dee's statement that the Association cannot consider the fine to constitute an Assessment and lien against a Lot unless a fine reaches \$1,000.00. Accordingly, there may be many instances where it does not make financial sense for the Association to invest money in a lawsuit to recover a fine considering the relatively low amount of money at issue, unless the Association desires to attempt to collect the fine incident to a lawsuit for injunctive relief (i.e., to cause the violator to stop parking in an unpermitted manner). Although the Association should be entitled to recover reasonable attorney fees and costs if it prevails in a lawsuit to collect a fine (or for injunctive relief, or both), there are many instances in which courts do not award ALL attorney fees and costs incurred by the prevailing party, and if the fine is a relatively low amount (e.g., \$100.00), any difference between the attorney fees and costs actually incurred by the Association and awarded by the court exceeding \$100.00 will result in a net loss financially for the Association (though there may be value to stopping the unpermitted parking). However, if the Association has some "repeat offenders," it could continue to impose fines until it makes financial sense to attempt to pursue legal action to collect them. I would generally recommend not suing exclusively for a money judgment to collect a fine; however, if several fines are levied and the amount reaches perhaps \$3,000.00 or so (which would be 5 total parking violations based on the tiered fines per Section 8.3 of the Declaration), the Association could attempt to collect the fine in the manner provided for collection of Special Assessments (i.e., send the pre-suit notices, record a claim of lien, and foreclose on the Owner's lot). Technically the Association could pursue foreclosure after the fines reach \$1,000.00, but sometimes courts view associations more favorably if they aren't attempting to foreclose on someone's home for what the court might consider to be a low amount of money.

Otherwise, I have attached a proposed revised agreement between the Association and CDD for your (and the CDD's consideration). I've attached a redline copy so the changes from the template provided by counsel for the CDD can be easily identified. If counsel for the CDD has any concerns about the proposed revisions, please let counsel know he or she may reach out to me to discuss it. Similarly, if you have any questions or concerns, please do not hesitate to contact me.



**Liane Barker, Community Association Manager**  
Jacksonville  
10175 Fortune Parkway Suite 906, Jacksonville, FL 32256  
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Resident Support questions - [residentsupport@lelandmanagement.com](mailto:residentsupport@lelandmanagement.com)

### The Management Company You Don't Have to Manage



**From:** Dee Belet <[DBelet@lelandmanagement.com](mailto:DBelet@lelandmanagement.com)>  
**Sent:** Friday, January 27, 2023 11:24 AM  
**To:** [mveazey@icihomes.com](mailto:mveazey@icihomes.com)  
**Cc:** Liane Barker <[lbarker@lelandmanagement.com](mailto:lbarker@lelandmanagement.com)>; Dee Belet <[DBelet@lelandmanagement.com](mailto:DBelet@lelandmanagement.com)>  
**Subject:** FW: [External] Beach CDD: Proposed Agreement with the Tamaya Residential Homeowners Association

Mike;

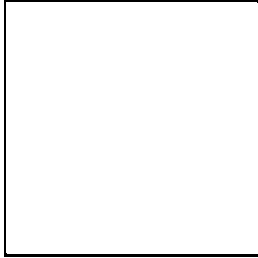
This agreement would then place the enforcement to the POA, which will definitely increase costs associated with letters being sent to violators, labor would increase as the research to identify the offenders will require CAM to contact Security with Tag Numbers in hope to identify owner of vehicle and who they are visiting or the associated address the vehicle belongs too.

I know both Tamaya and CDD would prefer not to have an abundance of signage through out the community to allow for towing, but towing would be the more beneficial act.

As you know, if the POA elects to execute the agreement, you will need to complete the following steps for enforcement;

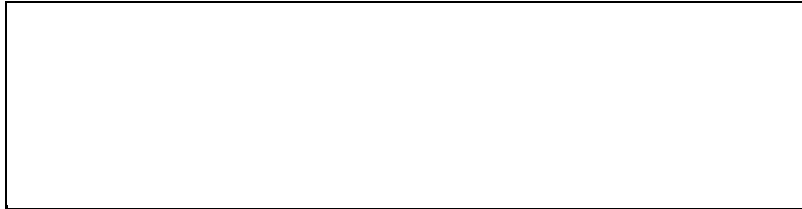
- 1) Hold Board Meeting to impose fines against violator
- 2) Send violator Notice of Hearing
- 3) Have an Appeals Committee host the Hearing whereas the individual has the opportunity to defend why a fine should not be imposed.
- 4) If committee rejects fine, no further action take
- 5) If committee confirms fine, (\$100/day up to \$1,000 aggregate) POA will need to perform collections on fine. POA cannot lien fine unless is minimum \$1,000. Most violators would only acquire \$100 fine if imposed and it will sit on their account until they sell property due to collection measure unable to be performed.





**Dee Belet, Director - Northeast FL, PCAM**  
Jacksonville  
10175 Fortune Parkway Suite 906, Jacksonville, FL 32256  
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**Website:** [www.LelandManagement.com](http://www.LelandManagement.com)  
Resident Support questions - [residentsupport@lelandmanagement.com](mailto:residentsupport@lelandmanagement.com)

**The Management Company You Don't Have to Manage**



**From:** Mike Veazey <[MVeazey@icihomes.com](mailto:MVeazey@icihomes.com)>  
**Sent:** Thursday, January 26, 2023 5:05 PM  
**To:** Liane Barker <[lbarker@lelandmanagement.com](mailto:lbarker@lelandmanagement.com)>; Dee Belet <[DBelet@lelandmanagement.com](mailto:DBelet@lelandmanagement.com)>  
**Subject:** FW: [External] Beach CDD: Proposed Agreement with the Tamaya Residential Homeowners Association

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Liane, Dee, see attached from the CDD regarding parking on the streets at Tamaya. Would like to get your perspective from Property Management side and then also send to Ed Ronsman or Jim and get their take.

Thanks

**Mike Veazey**

Development Project Manager

**ICI HOMES** | 14785 Old St Augustine Rd Suit 3 | Jacksonville, FL 32258

Direct: 904. 652.2558 | Mobile: 386.566.7454 | [mveazey@icihomes.com](mailto:mveazey@icihomes.com)

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**From:** David C. McInnes <[dmcinnes@dpfgmc.com](mailto:dmcinnes@dpfgmc.com)>  
**Sent:** Thursday, January 26, 2023 1:40 PM  
**To:** Mike Veazey <[MVeazey@icihomes.com](mailto:MVeazey@icihomes.com)>  
**Subject:** [External] Beach CDD: Proposed Agreement with the Tamaya Residential Homeowners Association

Hello Mike:

I wanted to follow up on matter that was brought up by several Tamaya residents in recent months at our Regular Board meetings. It deals with parking of cars on the streets.

As you are aware, the roads within the community are owned by the Beach Community Development District. According to District Counsel, in order to prohibit parking on those roads and allow for towing of illegally parked vehicles, a number of signs would have to be posted throughout the community. The number of signs required to be posted will be an eyesore. The District Counsel did have one possible solution, however. That would be for the District's Board of Supervisors to enter into an agreement with the homeowner's association that would basically say that the Board did not oppose the homeowner's association from using their rules (and fine authority) to enforce a no street parking policy.

To that end, the District Counsel drafted the attached agreement which was discussed and passed unanimously at the 1/16/2023 Regular Board meeting. I am sending the agreement to you for consideration by the Tamaya-Residential Homeowners Association. If this is something that the association is willing to accept, please let me know and we can fine tune the language—specifically the areas highlighted in yellow. If this is something the association does not wish to pursue, kindly advise so I can let the District's Board of Supervisors know and take this off my "pending items" list.

Thanks for your time and consideration.

Sincerely,

**David C. McInnes**  
District Manager

**DPFG Management & Consulting LLC**  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Office Phone: 321-263-0132 ext. 193

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# EXHIBIT 1A

Select Year:

## The 2022 Florida Statutes (including Special Session A)

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[Title XL](#)

REAL AND PERSONAL PROPERTY

[Chapter 715](#)

PROPERTY: GENERAL PROVISIONS

[View Entire Chapter](#)

### **715.07 Vehicles or vessels parked on private property; towing. –**

(1) As used in this section, the term:

(a) “Vehicle” means any mobile item which normally uses wheels, whether motorized or not.

(b) “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. [327.02](#).

(2) The owner or lessee of real property, or any person authorized by the owner or lessee, which person may be the designated representative of the condominium association if the real property is a condominium, may cause any vehicle or vessel parked on such property without her or his permission to be removed by a person regularly engaged in the business of towing vehicles or vessels, without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage, under any of the following circumstances:

(a) The towing or removal of any vehicle or vessel from private property without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to substantial compliance with the following conditions and restrictions:

1.a. Any towed or removed vehicle or vessel must be stored at a site within a 10-mile radius of the point of removal in any county of 500,000 population or more, and within a 15-mile radius of the point of removal in any county of fewer than 500,000 population. That site must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within 1 hour or she or he will be in violation of this section.

b. If no towing business providing such service is located within the area of towing limitations set forth in subparagraph a., the following limitations apply: any towed or removed vehicle or vessel must be stored at a site within a 20-mile radius of the point of removal in any county of 500,000 population or more, and within a 30-mile radius of the point of removal in any county of fewer than 500,000 population.

2. The person or firm towing or removing the vehicle or vessel shall, within 30 minutes after completion of such towing or removal, notify the municipal police department or, in an unincorporated area, the sheriff, of such towing or removal, the storage site, the time the vehicle or vessel was towed or removed, and the make, model, color, and license plate number of the vehicle or description and registration number of the vessel and shall obtain the name of the person at that department to whom such information was reported and note that name on the trip record.

3. A person in the process of towing or removing a vehicle or vessel from the premises or parking lot in which the vehicle or vessel is not lawfully parked must stop when a person seeks the return of the vehicle or vessel. The vehicle or vessel must be returned upon the payment of a reasonable service fee of not more than one-half of the posted rate for the towing or removal service as provided in subparagraph 6. The vehicle or vessel may be towed or removed if, after a reasonable opportunity, the owner or legally authorized person in control of the vehicle or vessel is unable to pay the service fee. If the vehicle or vessel is redeemed, a detailed signed receipt must be given to the person redeeming the vehicle or vessel.

4. A person may not pay or accept money or other valuable consideration for the privilege of towing or removing vehicles or vessels from a particular location.

5. Except for property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, before towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:

a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property within 10 feet from the road, as defined in s. 334.03(22). If there are no curbs or access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage.

b. The notice must clearly indicate, in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not fewer than 4-inch high letters.

c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.

d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not fewer than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not fewer than 24 hours before the towing or removal of any vehicles or vessels.

e. The local government may require permitting and inspection of these signs before any towing or removal of vehicles or vessels being authorized.

f. A business with 20 or fewer parking spaces satisfies the notice requirements of this subparagraph by prominently displaying a sign stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not fewer than 4-inch high, light-reflective letters on a contrasting background.

g. A property owner towing or removing vessels from real property must post notice, consistent with the requirements in sub-subparagraphs a.-f., which apply to vehicles, that unauthorized vehicles or vessels will be towed away at the owner's expense.

A business owner or lessee may authorize the removal of a vehicle or vessel by a towing company when the vehicle or vessel is parked in such a manner that restricts the normal operation of business; and if a vehicle or vessel parked on a public right-of-way obstructs access to a private driveway the owner, lessee, or agent may have the vehicle or vessel removed by a towing company upon signing an order that the vehicle or vessel be removed without a posted tow-away zone sign.

6. Any person or firm that tows or removes vehicles or vessels and proposes to require an owner, operator, or person in control or custody of a vehicle or vessel to pay the costs of towing and storage before redemption of the vehicle or vessel must file and keep on record with the local law enforcement agency a complete copy of the current rates to be charged for such services and post at the storage site an identical rate schedule and any written contracts with property owners, lessees, or persons in control of property which authorize such person or firm to remove vehicles or vessels as provided in this section.

7. Any person or firm towing or removing any vehicles or vessels from private property without the consent of the owner or other legally authorized person in control or custody of the vehicles or vessels shall, on any trucks, wreckers as defined in s. 713.78(1)(c), or other vehicles used in the towing or removal, have the name, address, and telephone number of the company performing such service clearly printed in contrasting colors on the driver and passenger sides of the vehicle. The name shall be in at least 3-inch permanently affixed letters, and the address and telephone number shall be in at least 1-inch permanently affixed letters.

8. Vehicle entry for the purpose of removing the vehicle or vessel shall be allowed with reasonable care on the part of the person or firm towing the vehicle or vessel. Such person or firm shall be liable for any damage

occasioned to the vehicle or vessel if such entry is not in accordance with the standard of reasonable care.

9. When a vehicle or vessel has been towed or removed pursuant to this section, it must be released to its owner or person in control or custody within 1 hour after requested. Any vehicle or vessel owner or person in control or custody has the right to inspect the vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the person or firm towing the vehicle or vessel from liability for damages noted by the owner or person in control or custody at the time of the redemption may be required from any vehicle or vessel owner or person in control or custody as a condition of release of the vehicle or vessel to its owner or person in control or custody. A detailed receipt showing the legal name of the company or person towing or removing the vehicle or vessel must be given to the person paying towing or storage charges at the time of payment, whether requested or not.

(b) These requirements are minimum standards and do not preclude enactment of additional regulations by any municipality or county including the right to regulate rates when vehicles or vessels are towed from private property.

(3) This section does not apply to law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles or vessels that are marked as such or to property owned by any governmental entity.

(4) When a person improperly causes a vehicle or vessel to be removed, such person shall be liable to the owner or lessee of the vehicle or vessel for the cost of removal, transportation, and storage; any damages resulting from the removal, transportation, or storage of the vehicle or vessel; attorney's fees; and court costs.

(5)(a) Any person who violates subparagraph (2)(a)2. or subparagraph (2)(a)6. commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(b) Any person who violates subparagraph (2)(a)1., subparagraph (2)(a)3., subparagraph (2)(a)4., subparagraph (2)(a)7., or subparagraph (2)(a)9. commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

**History.**—s. 1, ch. 76-83; s. 221, ch. 77-104; s. 2, ch. 79-206; s. 2, ch. 79-271; s. 2, ch. 79-410; s. 1, ch. 83-330; s. 51, ch. 87-198; s. 3, ch. 88-240; s. 9, ch. 90-283; s. 839, ch. 97-102; s. 18, ch. 2001-64; s. 5, ch. 2005-137; s. 11, ch. 2006-172; s. 10, ch. 2014-70; s. 7, ch. 2020-174.

# EXHIBIT 1B



Prepared by and return to:

Beach Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

**AGREEMENT BETWEEN BEACH COMMUNITY DEVELOPMENT DISTRICT AND  
TAMAYA - RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. CONCERNING  
THE CDD-OWNED ROADS AND COMMON PROPERTY WITHIN THE PROPERTY  
SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS  
AND EASEMENTS FOR TAMAYA RESIDENTIAL**

WHEREAS, the Declaration of Covenants, Conditions and Easements for Tamaya Residential, as amended ("Declaration"), was recorded on March 31, 2014 in the Official Records of Duval County, Florida at Book 16734, Page 1640; and

WHEREAS, the Beach Community Development District ("CDD") is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes, concerning the Tamaya Community; and

WHEREAS, Tamaya - Residential Homeowners' Association, Inc. ("Association") is a homeowners association established pursuant to Chapter 720, Florida Statutes, as the governing homeowners' association for the Tamaya Community and as is more fully described in the Declaration; and

WHEREAS, the certain roads within the Tamaya Community are owned by the CDD;

and WHEREAS, the CDD and Association each have certain authority regarding the

CDD-

owned roads and other common property within the Association according to each entities' respective rights and remedies under the Florida Statutes, and both the CDD and Association desire, through this Agreement, to declare and put the Association's members and public on notice that the CDD and Association have such authority regarding the CDD-owned roads and common property within the Association; and

WHEREAS, Section 5.7 of the Declaration grants the Association the power and authority to adopt and enforce parking and vehicular restrictions on the CDD-owned roads and common property within the Association Tamaya Community, including the power and authority to (insert enforcement mechanism such as fining) and Article VIII of the Declaration grants the Association the power to levy fines, special assessments, suspensions of the right to use common property recreational facilities, and to otherwise pursue all remedies available, against persons who violate in violation of the Association's Declaration, Articles of Incorporation, Bylaws, or Rules and Regulation covenants, restrictions, rules, and regulations, irrespective of the roads being whether the roads within the Tamaya Community are owned by the Association or CDD;

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and

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WHEREAS, as of the date of execution and recording of this Agreement, the Association has the requisite authority to enter into this Agreement; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of ~~Tamaya communityBeach Community~~ -Development -District- and- the- Board- of- Directors- of Tamaya -- Residential Homeowners' Association, Inc.,

THAT both the CDD and Association each have certain authority regarding the CDD-owned roads and common property within the Tamaya Community, including separate remedies afforded to the CDD and Association under the statutes governing each respective entity, including but not limited to the power and authority to tow vehicles or, with respect to the Association, the power to levy fines, special assessments, suspensions of the right to use common property recreational facilities, and to otherwise pursue all remedies available, for parking violations. The CDD acknowledges the Association's right and authority to enforce its Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, as they currently exist and as they may be amended from time to time, over the CDD-owned roads and other common property within the Tamaya Community, and the CDD does not object to the Association's concurrent enforcement rights. Similarly, the CDD acknowledges that the Association is "a person authorized by the owner" per Section 715.07(2) of the Florida Statutes (2023) with respect to CDD-owned roads within the Tamaya Community. Notwithstanding the foregoing, nothing herein shall result in the CDD-owned roads and/or common property owned by or dedicated to the CDD from being "public" and, should any enforcement action or authority exercised hereunder result in the CDD-owned roads and/or common property owned by or dedicated to the CDD being deemed "private" under Florida or Federal law, the District and/or the Association agree to immediately cease such action and/or authority. The Association's enforcement of its Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations on the CDD-owned roads and common property owned by or dedicated to the CDD is solely pursuant to the requirements of the Declaration and other governing documents and the Florida Homeowners' Association Act, Ch. 720, Florida Statutes. By the recording of this Agreement in the Duval County Official Records, all members of the Association and also the public at large are on notice of the Association's enforcement rights and authority regarding the CDD-owned roads and common property within the Association.

{Signatures on Following Pages}

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**TAMAYA – RESIDENTIAL  
HOMEOWNERS’ ASSOCIATION, INC.**  
a Florida not-for-profit corporation.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

As its: President \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as President of Tamaya – Residential Homeowners’ Association, Inc., on behalf of the corporation.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or  Produced Identification  
Type of Identification Produced: \_\_\_\_\_ .

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**BEACH COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government.

By: \_\_\_\_\_  
Stephen Kounoupas, Chairman  
Board of Supervisors

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Stephen Kounoupas, as Chairman of the Board of Supervisors of Beach Community Development District, on behalf of the District.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or  Produced Identification  
Type of Identification Produced: \_\_\_\_\_ .

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# EXHIBIT 1C

Prepared by and return to:

Beach Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

**AGREEMENT BETWEEN BEACH COMMUNITY DEVELOPMENT DISTRICT AND  
TAMAYA - RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. CONCERNING  
THE CDD-OWNED ROADS AND COMMON PROPERTY WITHIN THE PROPERTY  
SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS  
AND EASEMENTS FOR TAMAYA RESIDENTIAL**

WHEREAS, the Declaration of Covenants, Conditions and Easements for Tamaya Residential, as amended ("Declaration"), was recorded on March 31, 2014 in the Official Records of Duval County, Florida at Book 16734, Page 1640; and

WHEREAS, the Beach Community Development District ("CDD") is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes, concerning the Tamaya Community; and

WHEREAS, Tamaya - Residential Homeowners' Association, Inc. ("Association") is a homeowners association established pursuant to Chapter 720, Florida Statutes, as the governing homeowners' association for the Tamaya Community and as is more fully described in the Declaration; and

WHEREAS, certain roads within the Tamaya Community are owned by the CDD; and

WHEREAS, the CDD and Association each have certain authority regarding the CDD-owned roads and other common property within the Association according to each entities' respective rights and remedies under the Florida Statutes, and both the CDD and Association desire, through this Agreement, to declare and put the Association's members and public on notice that the CDD and Association have such authority regarding the CDD-owned roads and common property within the Association; and

WHEREAS, Section 5.7 of the Declaration grants the Association the power and authority to adopt and enforce parking and vehicular restrictions on the CDD-owned roads and common property within the Tamaya Community, and Article VIII of the Declaration grants the Association the power to levy fines, special assessments, suspensions of the right to use common property recreational facilities, and to otherwise pursue all remedies available, against persons who violate the Association's Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, irrespective of whether the roads within the Tamaya Community are owned by the Association or CDD; and

WHEREAS, as of the date of execution and recording of this Agreement, the Association has the requisite authority to enter into this Agreement; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Beach Community Development District and the Board of Directors of Tamaya - Residential Homeowners' Association, Inc.,

THAT both the CDD and Association each have certain authority regarding the CDD-owned roads and common property within the Tamaya Community, including separate remedies afforded to the CDD and Association under the statutes governing each respective entity, including but not limited to the power and authority to tow vehicles or, with respect to the Association, the power to levy fines, special assessments, suspensions of the right to use common property recreational facilities, and to otherwise pursue all remedies available, for parking violations. The CDD acknowledges the Association's right and authority to enforce its Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, as they currently exist and as they may be amended from time to time, over the CDD-owned roads and other common property within the Tamaya Community, and the CDD does not object to the Association's concurrent enforcement rights. Similarly, the CDD acknowledges that the Association is "a person authorized by the owner" per Section 715.07(2) of the Florida Statutes (2023) with respect to CDD-owned roads within the Tamaya Community. Notwithstanding the foregoing, nothing herein shall result in the CDD-owned roads and/or common property owned by or dedicated to the CDD from being "public" and, should any enforcement action or authority exercised hereunder result in the CDD-owned roads and/or common property owned by or dedicated to the CDD being deemed "private" under Florida or Federal law, the District and/or the Association agree to immediately cease such action and/or authority. The Association's enforcement of its Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations on the CDD-owned roads and common property owned by or dedicated to the CDD is solely pursuant to the requirements of the Declaration and other governing documents and the Florida Homeowners' Association Act, Ch. 720, Florida Statutes. By the recording of this Agreement in the Duval County Official Records, all members of the Association and also the public at large are on notice of the Association's enforcement rights and authority regarding the CDD-owned roads and common property within the Association.

{Signatures on Following Pages}

**TAMAYA – RESIDENTIAL  
HOMEOWNERS’ ASSOCIATION, INC.**  
a Florida not-for-profit corporation.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

As its: President \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_, as President of Tamaya – Residential Homeowners’ Association, Inc., on behalf of the  
corporation.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or  Produced Identification  
Type of Identification Produced: \_\_\_\_\_ .



**BEACH COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government.

By: \_\_\_\_\_  
Stephen Kounoupas, Chairman  
Board of Supervisors

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Stephen Kounoupas,  
as Chairman of the Board of Supervisors of Beach Community Development District, on behalf  
of the District.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or  Produced Identification  
Type of Identification Produced: \_\_\_\_\_ .

# EXHIBIT 2A

Vendor Discretion timeframes	Timeframe 1	Timeframe 2	Timeframe 3	Timeframe 4
------------------------------	-------------	-------------	-------------	-------------

<b>Timeliness Scoring</b>	Pts
Completed within timeframe per contract/vendor timeframe	2
Completed but not within timeframe per contract/vendor timeframe	1
Not completed	0

<b>Quality Scoring</b>	Pts
No discrepancies per contracted standard	3
Minor discrepancies per contracted standard	2
Major discrepancies per contracted standard	1
Work not performed per contracted standard	0

Maxium Points per an contracted task 5



	Turf		
	Red Team		
	Blue Team		
	Green Team		
Pond Areas	Pond areas will be maintained within three (3) feet of the water's edge unless otherwise directed by the District. Vegetation within three feet of the water's edge will be controlled with use of a string/line trimmer or other mechanical means. Vegetation within these limits should be maintained in a clean condition with the rise and fall of the water line. (pg 15)	3	
	Red Team		
	Blue Team		
	Green Team		
	Any trash debris in the water within arm's reach of Contractor shall be removed and disposed of offsite. (pg 15)	1	
	Red Team		
	Blue Team		
	Green Team		
	Tree & Shrub Care	Trees, hedges, plants, vines, and shrubs shall be pruned by Contractor on an ongoing basis removing broken or dead limbs at least once (1x) a month or more, as necessary, to provide a neat and clean appearance. All the plant beds around the pond perimeters are to be maintained in the same manner as all other plant beds within the community. (pg 16)	2
Red Team			
Blue Team			
Green Team			
Ornamental grasses will be cut back once a year in late winter. (pg 16)			
Red Team			
Blue Team			
Green Team			
All deciduous trees shall be pruned when dormant to ensure proper uniform growth. (pg 16)			
Red Team			
Blue Team			
Green Team			
All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. (pg 16)			
Red Team			
Blue Team			
Green Team			
Sucker growth at the base of all trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. (pg 16)		2	
Red Team			
Blue Team			
Green Team			





		<b>Zoysia Sod: (pg 21)</b>																											
		February: A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and 50% Slow release N + Pre- M																											
		April: Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)																											
		May: SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)																											
		July: SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)																											
		September: Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)																											
		October: A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and 50% Slow release N + Pre- M																											
		Contractor shall submit a fertilizer label to the District's Representative for approval prior to application. (pg 22).																											
		<b>Shrub, Tree &amp; Groundcover Fertilization: (pg 22)</b>																											
		Three (3) times a year – (March, June, and October) A complete fertilizer (formula may vary according to soil test results) at a rate of 4-6 lbs. N/1,000 SF / year. (A minimum of 50% Nitrogen shall be in slow-release form)																											
		<b>Palm Fertilization: (pg 23)</b>																											
		All Palms shall be fertilized according Best Management Practices and University of Florida IFAS Extension guidelines 100% of the N, K & Mg MUST be in slow release form.																											
<b>Pest Control</b>		Insects and Disease in Turf: Insect and disease control spraying in turf shall be provided by Contractor every month (or as needed if not required – Contractor shall consult with District's Designee if insect/ disease control is not required) with additional spot treatment as needed. (pg 25).																											
		Insects and Disease Control for Trees, Palms and Plants: Contractor is responsible for treatment of insects and diseases for all plants. (pg 26)																											
		If at any time the District should become aware of any pest problems, it will be Contractor's responsibility to treat pest within five (5) working days of the date of notification. (pg 26)																											
		Fire Ant Control - Contractor is required to inspect the entirety of the property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. (pg 27)																											
<b>Irrigation</b>		Contractor shall inspect and test the irrigation system components at least one (1) time per month and include a written report. (pg 28)																											
		Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance, at all times for the greatest coverage. (pg 28)																											
		Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of these reports will be maintained by Contractor and copies delivered to the District Representative or his designee, along with the weekly report. (pg 29)																											





# EXHIBIT 2B

## Vendor Scorecard - DMS Summary Form

### RATING LEGEND

- 0-39 Consistently fails to meet expectations
- 40-59 Frequently misses expectations
- 60-69 Occasionally meets expectations
- 70-79 Minimally meets expectations
- 80-84 Consistently meets expectations
- 85-89 Occasionally exceeds expectations
- 90-94 Exceeds expectations
- 95-100 Superior performance

### Part I - 1-7 Questions pertinent to all WLP vendors

#### QUALITY

		Board Evaluation	Vendor
1	Rate the Vendor as to consistency/timeliness in performing responsibilities.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
2	Rate the competency of staff that provided the goods/services.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
3	Rate the Vendor on periodically evaluating and adjusting how they are performing, correcting lapses, expanding strengths.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

#### PARTNERSHIP:

4	Rate the Vendor's performance in terms of ease of doing business with.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
5	Rate the Vendor's management capability in terms of issue identification, problem resolution, availability and visibility.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
6	Rate the Vendor's performance in terms of identifying and implementing innovative ideas and advice throughout the term of the contract.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

#### VALUE FOR MONEY

7	Rate the performance of the Vendor relative to the contract cost.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
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### Part II 8-20 Questions pertinent to DMS

#### GENERAL SERVICES

8	Rate DMS on Pre-Board meeting punctuality, attending Board meetings, providing meaningful dialogue at meeting.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
9	Rate DMS on coordination of audit services; oversight of insurance needs; compliance with statutory requirements; preparation of operating & capital budgets; assisting/developing budget directives and initiatives.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
10	Rate DMS on completing all required disclosure/public notices/assuring compliance with Florida Statutes.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

## Vendor Scorecard - DMS Summary Form

11	Rate DMS on carrying out Board policy.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
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### FINANCIAL MANAGEMENT

12	Rate DMS on Assessment Resolution preparing and delivery; maintaining property data base; act as primary contact to answer property owners questions; ensuring correct application of assessments.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
13	Rate DMS on establishing and maintain Government Fund Accounting System in accordance with uniform Accounting System prescribed by the Dept of Banking and Finance for Government Agency.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
14	Rate DMS on invoice collection, review; ensuring invoice accuracy; timely payments; maintaining payment records; providing monthly comprehensive invoice/payment summaries.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
15	Rate DMS on preparation of schedules of all fund balances, investment accounts, operating and reserve account balances, transfers, schedules of inter-fund accounts, accounts payable/receivable, prepaid expenses.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

### ADMINISTRATIVE

16	Rate DMS on preparing minutes, meeting books, other relevant material requested by the Board; timely delivery of routine/requested documents.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
17	Rate DMS on WLP staff oversight including providing administrative support for hiring; maintaining updated job descriptions and personnel manual; delivery of payroll checks/benefits while maintaining and (timely) filing of payroll taxes, reports and employee forms.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
18	Rate DMS on providing interaction and consulting to WLP campus staff/management as needed.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
19	Rate DMS on preparing RFP's, project bids, project oversight, project completion on a timely basis, within budget.	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>
20	Rate DMS on providing over-all professional consultation- consider wetlands management, statutory requirements, HR issues, bond refinancing, interaction with and directing District	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

## Vendor Scorecard - DMS Summary Form

	Counsel/Engineer.
--	-------------------

Total								
Average								
Recommendation								

Please circle one of the following upon completion of the scorecard:

- a) The vendor or service provider has exceeded expectations.
- b)The vendor or service provider has met contractual obligations with no issues to consider.
- c)The vendor or service provider has met contractual obligations with issues to consider:
- d)The vendor or service provider has not met contractual obligations with mitigating factors.
- e)The vendor or service provider has not met contractual obligations and retention with remedial action is recommended.
- f)The vendor or service provider has not met contractual obligations and this contract should be bid.  
The vendor or service provider may be retained until a replacement is procured.
- g)The vendor or service provider has not met contractual obligations and should be immediately terminated and this contract should be bid.

# EXHIBIT 3

**From:** [brittanybell44@gmail.com](mailto:brittanybell44@gmail.com) <[brittanybell44@gmail.com](mailto:brittanybell44@gmail.com)>  
**Sent:** Monday, October 9, 2023 4:08 PM  
**To:** David C. McInnes <[dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com)>  
**Subject:** Advanced Security

Good Afternoon Mr. McInnes,

I hope this email finds you well. :)

I am reaching out in hopes that you could provide some clarity on a few resident/visitor concerns we are having at the Tamaya Gate. It is my goal to be transparent and to make sure that we are handling everything as expected. Below I will list things out that I have observed over the past 4 weeks and would like to discuss these with you or a board member to make sure we are on the same page and to obtain direction on how Advanced Security should handle these things.

Please see below.

1. Residents refusing to use TEKControl- this is a concern for many reasons. It creates many delays to gate traffic backing traffic up significantly as we try to reach the resident, when asked to pull around while we try to contact the resident we are getting people resisting and even some who refuse. Then when the resident is reached they are very frustrated when we recommend that they use the system to add visitors. We also have had a few incidents lately where a person refused to leave, physically got out and walked through the gate without authorization to enter but with Tamaya being a soft gate community our hands seem tied. How do you want these situations handled?
2. Residents calling in to say food is being delivered, pest control is coming, etc. Again this creates a delay because the guard is on the phone and making notes in the system and unable to process guest at the same time. We cannot be in two records at one time.
3. Residents using the visitor gate instead of the resident lane- They don't want to purchase a bar code and we are having between 60-100 residents do this daily which again backs up traffic for those who are visiting.
4. Family members of residents calling and letting people in, specifically their children letting friends in without parents permission. If we allow the kids to authorize an entry some residents are upset but if we don't allow it then others get upset.

I have a few thoughts/suggestions that may could help move traffic more efficiently. Would it be beneficial for us to provide some information to be email blasted to the residents monthly on the importance of using the correct methods with how to videos or informational graphics for entry to Tamaya? When we have residents/visitors of residents refusing to follow protocol could we obtain their information and have the office send them a letter?

I also wanted to take a moment to reach out and make sure that we are meeting all expectations. If there is anything else that we need to address please feel free to reach out to me or give my contact info to anyone who has questions. As we move forward I am open to any feedback you may have. Our desire is to always do better today than we did yesterday.

Thank you for your time and guidance.

Brittany Bell  
Operations Manager  
Advanced Security