

Beach Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

407-723-5900- FAX 407-723-5901

www.beachcdd.com

The meeting of the Board of Supervisors of **Beach Community Development District** will be held Friday, April 23, 2021 at 1:00 pm at 12788 Meritage Blvd. Jacksonville, FL 32246. The following is the proposed agenda for this meeting.

PLEASE NOTE: Anyone seeking to physically attend the Beach CDD Board of Supervisors meeting **MUST** wear a mask and socially distance. In light of social distancing requirements, there will be limited space for members of the public to physically attend the meeting. Once the meeting space has reached capacity with social distancing parameters in place, attendance will be available **ONLY** through virtual means. To attend the meeting virtually, please call:

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

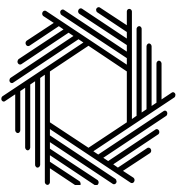
BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
 - Roll Call
 - Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
1. Review and Acknowledgement of Shayne Martin Resignation from the Board of Supervisors for Seat 5
 2. Consideration of Replacement for Seat 5
 - a. Robert Renn
 - b. James Kendig
 3. Administer Oath of Office to Newly Appointed Board of Supervisors for Seat 5
 4. Review and Consideration of Code of Ethics

General Business Matters

5. Consideration of Minutes of the January 11, 2021 Special Board of Supervisors' Workshop Meeting
6. Consideration of Minutes of the January 22, 2021 Board of Supervisors' Meeting
7. Consideration of Minutes of the March 18, 2021 Special Board of Supervisors' Workshop Meeting
8. Consideration of Minutes of the April 8, 2021 Special Board of Supervisors' Workshop Meeting
9. Public Hearing on the Adopting Revised Rules of Procedure
 - a. Public Comments and Testimony



pfm

- b. Board Comments
- c. Consideration of Resolution 2021-06, Adopting Revised Rules of Procedure
- 10. Consideration of Resolution 2021-07, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Date, July 23, 2021]
- 11. Consideration of Annual Review of all District Contract Services
- 12. Consideration of Purchasing a Recorder
- 13. Discussion Pertaining to Computer Equipment
- 14. Consideration of Southeast Fitness Center Proposal & Agreement
- 15. Review and Consideration of Re-negotiation of all contract's services for the District
- 16. Review and Ratification of E-verification application completion
- 17. Review and Consideration of Lake Doctors Renewal Agreement
- 18. Discussion from Insurance Agent Pertaining Alcohol Usage in the Amenity Center
- 19. Ratification of Payment Authorizations 192--202
- 20. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
 - Field Manager
 - Review of the Field Manager Report
 - Review of Room Rental Agreement
- Audience Comments
- Supervisors Requests

Adjournment



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Acknowledgement of Shayne Martin
Resignation from the Board of
Supervisors for Seat 5

From: [Shayne Martin](#)
To: [Venessa Ripoll](#); [Vivian Carvalho](#); [Mike Veazey](#); [Jesse Skinner](#)
Subject: Shayne Martin resignation
Date: Monday, February 22, 2021 4:38:45 PM

EXTERNAL EMAIL: Use care with links and attachments.

To all

Please accept this notification as my official resignation from the Beach Community Development District Board of Supervisors. I have valued the opportunity to serve as a board member, and appreciate my time in this capacity. Thank you each for efforts in supporting our community and I hope to see you at future meetings.

Sincerely,

Shayne Martin
904-608-8137
Michasha45@yahoo.com

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Replacement for Seat 5

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Robert Renn

ROBERT W. RENN

October 2020

PERSONAL DATA

U. S. Citizen

Home Address: 2854 Preveza Ct.
Jacksonville, FL 32246

Work Address: Department of Management
Coggin College of Business
University of North Florida
1 UNF Drive
Jacksonville, Florida 32224
Tel: (904) 620-5336
e-mail: robert.renn@unf.edu
Faculty profile: <https://www.unf.edu/bio/N01403127/>

Military Service: United States Marine Corps (1974-1979) Honorable Discharge

EDUCATION

- Ph.D. (1989) Georgia State University, Atlanta, Georgia
College of Business Administration
Major: Management (Organizational Behavior)
Minor: Human Resource Management/Industrial Psychology
- Dissertation: *A Holistic Evaluation of the Job Characteristics Model.*
Chair: Robert J. Vandenberg.
- Published in the *Journal of Management*:
- Robert W. Renn** & Robert J. Vandenberg (1995). The Critical Psychological States: An Underrepresented Component in Job Characteristics Model Research. *Journal of Management*. 21: 279-303. (Cited 330 times, Harzing's Publish or Perish).
- M.S. (1985) Georgia State University, Atlanta, Georgia
College of Business Administration
Major: Management (Organizational Behavior)
- B.S. (1983) Kennesaw State University, Marietta, Georgia
Department of Psychology
Major: Psychology (Industrial/Organizational)
Minor: Business Administration

ACADEMIC POSITIONS

Fall 2018 – Present:	Assistant Professor of Management (Tenure track) Coggin College of Business University of North Florida
Fall 1995 – Spring 2018:	Associate Professor of Management (Tenured) Fogelman College of Business and Economics
Fall 1989 - Spring 1995:	Assistant Professor of Management Fogelman College of Business and Economics The University of Memphis
August 1988 - August 1989:	Instructor of Management Department of Management Georgia State University Atlanta, Georgia 30303
November 1984 - August 1988:	Research and Teaching Assistant Department of Management Georgia State University Atlanta, Georgia 30303

TEACHING

Doctoral Seminars:	Organizational Behavior Organization Theory and Design
Executive M.B.A.:	Self-Leadership for Executives
M.B.A.:	Seminar in Leadership Organizational Behavior Self-Leadership Organization Theory Organizational Communications Management and Organization
Undergraduate:	Organizational Behavior Leadership Organizational Communication Introduction to Organization and Management

TEACHING AND RESEARCH AWARDS & HONORS

Teaching Awards:

The Leadership Challenge Crystal Award (A Wiley Brand) for teaching excellence. 2019

Finalist for the University of Memphis Thomas Briggs Undergraduate Teaching Award. 2013

Teaching Scholar of the Year. 2012. Department of Management. Fogelman College of Business and Economics, University of Memphis.

Finalist for the University of Memphis Distinguished Teaching Award. 1998.

Graduate Student Teaching Award (1989), Georgia State University.

Research Awards:

Best Paper Award in Organizational Psychology. 2016. Annual meeting of the British Academy of Management.

Research Scholar of the Year. 2015. Department of Management. Fogelman College of Business and Economics. University of Memphis.

Research Scholar of the Year. 2014. Department of Management. Fogelman College of Business and Economics. University of Memphis.

Finalist for the Reed Center Best Applied Paper Award. 2014. Careers Division. Academy of Management Annual Meeting, Philadelphia, PA.

Research Scholar of the Year. 2013. Department of Management. Fogelman College of Business and Economics. University of Memphis.

Outstanding Doctoral Student Paper Award. 2011. Southern Management Association. Ethics/Social Issues/Diversity Track. (Co-authored w/ doctoral student, Robert Steinbauer)

Best Published Theoretical Paper Award. 2007. Fogelman College of Business and Economics.

Best Paper Award. 1998. Academy of Management/Ernst & Young Conference on Work Quality, Arizona State University.

Second Place Award for Best Published Theoretical Article. 1995. Fogelman College of Business and Economics.

Runner-up for the Academy of Management Public Sector Division's Levine Best Paper Award. 1993. Atlanta, GA.

Best Published Empirical Article. 1993. Department of Management. Fogelman College of Business and Economics.

Academy of Management Junior Faculty Consortium (OMT-Division), 1990, San Francisco, CA.

Doctoral Student Awards:

Academy of Management OB/OMT Doctoral Consortium, 1987, New Orleans, LA.

Ramsey Chair of Private Enterprise, James E. Chapman Fellowship in Management (1989), Georgia State University.

Beta Gamma Sigma (Doctoral).

Psi Chi National Honor Society for Psychology (1983), (Kennesaw State University).

PROFESSIONAL ASSOCIATIONS

Academy of Management: Organizational Behavior, Careers, Personnel and Human,
Resources Management, and Research Methods Divisions
Southern Management Association

PROFESSIONAL DEVELOPMENT ASSIGNMENTS

Fall 2007: Youth Villages, Memphis, TN. Assisted the director of performance improvement with the development of a self-leadership program for employees in five geographical locations in west, Tennessee. (Semester sabbatical)

PROFESSIONAL ACTIVITIES & SERVICE

2016-Present *Human Resource Management Review*, Ad Hoc Reviewer

1993 - Present: *Administrative Science Quarterly*, Ad Hoc Reviewer

2000 – Present: *Academy of Management Journal*, Ad Hoc Reviewer

2000 - Present: *Journal of Applied Psychology*, Ad Hoc Reviewer

1995 - 1999 *Journal of Business Research*, Reviewer

1993 Session Chair, Southern Management Assoc. Meeting
Session: Politics, Procedural Justice

1993 Session Chair, Southern Management Assoc. Meeting
Session: Management History

1991 Discussant, Academy of Management Meeting
Session: Top Management Teams

1991 Session Chair, Southern Management Assoc. Meeting
Session: Impact of Individual Differences on Performance

1990 - Present: Reviewer, *Proceedings*, Southern Management Association
Organizational Behavior Division

1988 - Present: Reviewer, Academy of Management
Organization Behavior Division

1987 Invited Participant in Dryden Press' Focus Group on
Organizational Behavior. New Orleans, LA

1987 Host Coordinator, Amer. Psy. Assoc. Div 14 Meeting, Atl., GA

DISSERTATION COMMITTEES

- Robert Steinbauer. (2014). *Mentor Influence on Protégé Moral Disengagement: A Longitudinal Investigation*. University of Memphis, Chair. **Selected by the Excellence in Ethics Committee as the best ethics dissertation proposal of 2014, Notre Dame University.**
- Jon Biggane. (2014). *Relational Perspectives in Employment*. University of Memphis.
- Eric Kinnamon. (2013). *Terror Management Theory and Entrepreneurship: Fear and Decision-making*. University of Memphis.
- Tobias Huning. (2009). *The Role of Goal Orientation in Self-Defeating Work Behavior*. University of Memphis, Chair.
- Debmalya Mukherjee. 2008. *Antecedents and Performance Implications of Business Process Outsourcing: An Investigation of Client firms*. University of Memphis.
- Somnath Lahari. 2007. *Industry-level Competitive Forces, Firm resources, Strategy, and Performance: An Investigation of Indian Business Process Outsourcing Providers*. University of Memphis.
- Brandon Kilburn. 2007. *The Effects of Leader Behavior on Follower Attitudes and Intentions: Toward the Provision of Voluntary Upward Feedback*. University of Memphis.
- Grant Fenner. 2006. *Technology-Assisted Supplemental Work: Predictors, Outcomes and Moderators*. University of Memphis, Chair
- Kelly Weeks. (2001). *Levels of Prejudice and Motivation as Explanations for Race Discrimination in Selection Interviews*. University of Memphis.
- Kristin Prien. (2000). *The Effects of Cooperative Learning, Cohesion, and Commitment on Team Performance*. University of Memphis.
- David Martin. (1999). *Extension of the Leader-Member Exchange Leadership Model: The Relationship Between Trust and LMX Relationships*. University of Memphis. Best doctoral student dissertation award, Southern Management Association, 1999.
- Allison Faulk. (1997). *Influence of Psychological Contract Violation, Unmet Expectations, and Equity Sensitivity on Work Ethic, Organizational Commitment, and Job Involvement: An Inter-Generational Approach*. University of Memphis.
- Mary Lemons. (1996). *Procedural and Distributive Justice in Promotion Decisions: The Moderating Roles of Gender Schemas*. University of Memphis.
- Ken Paul. (1994). *Market orientation, quality, and customer satisfaction in an industrial services market*. Memphis State University.
- Robert L. Wyatt. (1993). *The Effects of an Electronic Meeting System on Group Performance: The Case of the Budgeting Decision*. Memphis State University.

UNIVERSITY SERVICE

UNF Contact and Facilitator of the Truist Emerging Leaders Certificate Program (2018- present)

Coggin College Liaison, The Taylor Leadership Institute, University of North Florida (2019-present)

Director of Research, Memphis Institute of Leadership Education (2012-2018)

Doctoral Student Theory Development and Writing Workshop. (2005 – 2010)

Chair Management Department's HRM Position Search. (2004)

University Faculty Research Grant Committee (2001-2003)

Fogelman College Mission and Strategic Planning Committee (2001-2002)

Fogelman College Council for Research Committee (1997-1999)

Associate Director of Management Department's Ph.D. Program. (1996-1999)

Chaired Management Department's HRM Position Search. (1998)

RESEARCH GRANTS (EXTERNAL)

Robert W. Renn & W. Kevin Barksdale. (October, 1995). *Development and Evaluation of Pay-for-Performance for Customer Service Employees*. Funded by: The AutoZone Corporation. (\$3,000).

Paul M. Swiercz & **Robert W. Renn**. (September, 1988). *Evaluation of a Performance Appraisal System with Incentive Pay for Professional Rehabilitation Counselors*. Funded by: Georgia Department of Human Resources (\$25,000).

Robert J. Vandenberg & **Robert W. Renn**. (October, 1986). *Comprehensive Evaluation of the Sociotechnical Approach to Job Design*. Funded by: Cotton States Insurance Company, Inc., Atlanta, Georgia. (\$11,000).

Robert J. Vandenberg, **Robert W. Renn**, & Robin S. McCullin. (May, 1986). *Practical and Theoretical Implications in the Use of Survey Feedback Methodology: Collaboration Between Academia and the Private Sector*. Funded by: Management Science of America, Atlanta, Georgia. (\$77,000).

RESEARCH GRANTS (INTERNAL)

Robert W. Renn (Summer, 2015). *External mentoring and mentor turnover intentions*. (\$8,000)

Robert W. Renn (Summer, 2013). *Reconceptualizing self-defeating behavior in organizations*. (\$8,000)

Robert W. Renn & Robert Steinbauer. (Summer, 2012). *Influence of self-and super-leadership on moral awareness and moral intentions: A moderated moral intensity model*. Fogelman College Research Grant (\$7,000)

Robert W. Renn, Robert Steinbauer, & Robert Taylor. (Summer, 2012). *Mentor ethical leadership and protégé ethical awareness and behavior*. Department of Management Summer Research Grant. (\$6,000).

Robert W. Renn. (Summer, 2009). *Moderation of the Personality and Self-Defeating Behavior Relationship by Social Exchange and the Norm of Reciprocity*. Fogelman College Research Grant (\$7,000)

Robert W. Renn. (Summer, 2007). *Development and Validation of a Climate for Self-Management Scale*. Fogelman College Research Grant (\$8,000)

Robert W. Renn. (Summer, 2006). *An Empirical Examination of an Individual-Level Theory of Self-Management Failure*. Fogelman College Research Grant (\$8,000)

Robert W. Renn. (Summer, 2003). *Self-Management Failure: The Roles of Personality and Climate for Self-Management*. Fogelman College Research Grant (\$6,000)

Robert W. Renn. (Summer, 2002). *Organizational Learning and Chaos Theory: An Integration and Directions for Future Research*. Fogelman College Research Grant (\$6,000)

Robert W. Renn. (Summer, 2000). *The Effects of Earnings-at-Risk Pay Plans on Employee Performance and Withdrawal*. Fogelman College Research Grant (1st Place), (\$6,000).

Robert W. Renn. (Summer, 1999). *Moderation by Goal Commitment of the Task Feedback-Performance Relationship*. Fogelman College Research Grant (\$6,000).

David G. Allen & **Robert W. Renn**. (Summer, 1999). *An Individual-Level Model of Telecommuting*. Fogelman College Research Grant (\$6,000)

Robert W. Renn & Beverly J. Vaughan. (Summer, 1998). *Impact of Employee Perceptions of Service Support and Organizational Justice on Customer Outcomes: The Mediating Role of Customer Service Citizenship Behavior*. Fogelman College Research Grant (\$6,000).

Robert W. Renn. (Summer, 1997). *Customer Service Citizenship Behavior: Conceptual and Empirical Validation*. University of Memphis (\$4,000).

Robert W. Renn. (Spring, 1995). Fogelman College Research Grant (\$250).

Robert W. Renn. (Summer, 1990). *Examination of the Revised Job Diagnostic Survey with Professionals*. Fogelman College Research Grant (\$5,000).

PUBLICATIONS: REFEREED JOURNAL ARTICLES

Dr. Renn currently has a citation index score of 2,23 and h-index 23 (Google Scholar)

<https://scholar.google.com/citations?user=Rkwgnm0AAAAJ&hl=en>

Robert Steinbauer, **Robert W. Renn**, Shawna Chen, Jonathan Biggane, & George Dietz. (2020). The impact of workplace mentors on the moral disengagement of business student protégés. *Journal of Management Education*. 44(2): 165-195.

Robert W. Renn, Robert Steinbauer, Tobias Huning. (2019). External career mentoring and mentor turnover intentions: role of mentor work engagement, satisfaction with protege', and meeting frequency. *Evidence Based HRM: A Global Forum for Empirical Scholarship*. 7(3): 342-356.

Robert Steinbauer, **Robert W. Renn**, H Shawna Chen, & Nicholas Rhew. (2018). Workplace ostracism, self-regulation, and job performance: Moderating role of intrinsic work motivation. *Journal of Social Psychology*, 158(6): 767-783..

Robert W. Renn, Robert Steinbauer, & Jon Biggane. (2018). Reconceptualizing self-defeating work behavior for management research. *Human Resource Management Review*. 28: 131-143.

Robert W. Renn, Robert Steinbauer, Robert Taylor, & Daniel Detwiler. (2014). School-to-work transition: Mentor career support and student career planning, job search intentions and self-defeating job search behavior. *Journal of Vocational Behavior*, 85: 422-432.

Robert W. Renn, Robert Steinbauer, & Grant Fenner. (2014). Development and test of a BAS/BIS sensitivities model of work performance and withdrawal. *Human Performance*, 27: 347-371.

Robert Steinbauer, **Robert W. Renn**, Robert Taylor, & Phil Njoroge. (2014). Ethical leadership and followers' perceived accountability and self-leadership. *Journal of Business Ethics*. 120: 381-392.

Robert W. Renn, David G. Allen, Tobias Huning. (2013). The relationship of social exclusion at work with self-defeating behavior and employee turnover. *The Journal of Social Psychology*. 153: 1-21.

Paul M. Swiercz, Norman B. Bryan, Bruce, W. Eagle, Victoria Bizzotto, & **Robert W. Renn**. (2012). Predicting Employee Attitudes and Performance from Perceptions of Performance Appraisal Fairness. *The Business Renaissance Quarterly*, 7: 25-46.

Mukherjee, D., **Robert W. Renn**, Kedia, B., & Mukherjee, D. (2012). Development of interorganizational trust in virtual organizations: An integrative framework. *European Business Review*. 24: 255-271.

(continued on the next page)

- Robert W. Renn**, David G. Allen, & Tobias Huning. (2011). Empirical Examination of the Individual-Level Personality-Based Theory of Self-Management Failure. *Journal of Organizational Behavior*, 32: 25-43.
- Grant Fenner, & **Robert W. Renn**. (2010). Technology-Assisted Supplemental Work and Work to Family Conflict: The Role of Instrumentality Beliefs, Organizational Expectations, and Time Management. *Human Relations*, (Special issue of work and families). (cited 158 times)
- James Vardeman, David G. Allen, **Robert W. Renn**, Karen Moffitt. (2008). Should I Stay or Should I Go: The Role of Risk in Employee Turnover Decisions. *Human Relations*, 6(11): 1531-1563.
- Somnath Lahiri, Liliana Perez-Nordtvedt, & **Robert W. Renn**. (2008). Will the New Competitive Landscape Cause Your Firm's Decline? It Depends on Your Mindset. *Business Horizons*, 51: 311-320. (Featured article by Harvard Business School Press)
- David G. Allen, **Robert W. Renn**, Karen Moffitt, & James Vardeman. (2007). Risky Business: The Role of Risk in Voluntary Turnover Decisions. *Human Resource Management Review*, 17: 305-318.
- Robert W. Renn**, David Allen, Don Fedor, & Walter Davis. (2005). The Roles of Personality and Self-Defeating Behaviors in Self-Management Failure. *Journal of Management* (Special Theory Issue), 31: 1-21. Cited 127 times (Harzing's publish or perish)
- Grant Fenner & **Robert W. Renn**. (2004). Technology-Assisted Supplemental Work: Construct Definition and a Research Framework. *Human Resource Management*, 43: 179-200.
- Robert W. Renn**. (2003). Moderation by Goal Commitment of the Task Feedback-Performance Relationship. *Human Resource Management Review*, 13: 561-580. (Special issue on performance feedback).
- Robert W. Renn** & Donald B. Fedor. (2001). Development and Field Test of a Feedback Seeking, Social Cognitive and Goal Setting Model of Work Performance. *Journal of Management*, 27: 563-587. (Cited 322 times, Harzing's Publish or Perish)
- Robert W. Renn**, James, R. Van Scotter & W. Kevin Barksdale. (2001). Earnings-at-Risk Incentive Plans: A Performance, Satisfaction and Turnover Dilemma. *Compensation and Benefits Review*, 33: 68-73.
- Robert W. Renn**, Paul Swiercz, Marjorie Icenogle, & Carol Danehower. (1999). Further examination of the measurement properties of Leifer and McGannon's (1986) Measures of Goal Acceptance and Goal Commitment. *Journal of Organizational and Occupational Psychology*, 72: 107-113.
- Robert W. Renn**. (1998). Participation's Effects on Task Performance: The Mediating Roles of Procedural Justice Perceptions and Goal Acceptance. *Journal of Business Research*, 41: 115-126. Cited 69 times (Harzing's publish or perish)
- Robert W. Renn** & Kristin Prien (1995). Employee Responses to Performance Feedback: The Moderating Role of Global Self-Esteem. *Group and Organization Management*, 20: 337-354.

Robert W. Renn & Robert J. Vandenberg (1995). The Critical Psychological States: An Underrepresented Component in Job Characteristics Model Research. *Journal of Management*, 21: 279-303. (cited 316 times, , Harzing's Publish or Perish)

Robert W. Renn, Paul S. Swiercz, & Marjorie Icenogle. (1993). The Revised Job Diagnostic Survey: More Good News From the Public Sector. *Educational and Psychological Measurement*, 53: 1011-1021.

Robert W. Renn & Robert J. Vandenberg. (1991). Differences in Employee Attitudes and Behaviors Based on Rotter's (1966) Internal-External Locus of Control: Are They All Valid? *Human Relations*, 44, 1162-1178.

PUBLICATIONS: CHAPTERS IN RESEARCH SERIES

David G. Allen & **Robert W. Renn**. (2003). The Impact of Telecommuting Design on Social Systems, Self-Regulation, and Role Boundaries. In G. Ferris & J. Martocchio (Eds.), *Research in Personnel and Human Resources Management*, Vol. 22, pp. 125-163. JAI Press: Boston, MA.

Beverly J. Vaughan & **Robert W. Renn**. (1999). Employee Perceptions of Service Support and Organizational Justice and Customer Outcomes: The Mediating Role of Customer Service Citizenship Behavior. *Advances in the Management of Organizational Quality*, Soumen Ghosh & Donald Fedor (Eds.). Vol. 4, pp. 151-186, JAI Press: Stamford, CT.

PUBLICATIONS: BOOK CHAPTERS

Robert W. Renn & Bethany Himel. (2002). Self-Management in Contemporary Work Organizations: Implications for Performance and Performance Management. In Gerald R. Ferris, M. Ronald Buckley, & Donald B. Fedor (Eds.), *Human Resources Management: Perspectives, Context, Function and Outcomes* (4th Ed.), pp. 607-616.

David G. Allen & **Robert W. Renn**. (2002). Telecommuting: Understanding and Managing Remote Workers. In Gerald R. Ferris, M. Ronald Buckley, & Donald B. Fedor (Eds.), *Human Resources Management: Perspectives, Context, Function and Outcomes* (4th Ed.), pp. 145-154.

Grant H. Fenner & **Robert W. Renn**. (2002). Contingent Versus Regular Information Technology Professionals: Insights on Retention From Social Identity Theory. In Gerald R. Ferris, M. Ronald Buckley, & Donald B. Fedor (Eds.), *Human Resources Management: Perspectives, Context, Function and Outcomes* (4th Ed.), pp. 169-179.

PUBLICATIONS: NATIONAL PROCEEDINGS

Robert Steinbauer, **Robert W. Renn**, & Nick Rhew. (2016). Workplace ostracism, self-regulation, and job performance: Moderating role of intrinsic motivation. *Proceedings of the annual meeting of the British Academy of Management*.

Tobias Huning & **Robert W. Renn**. 2006. Mental Imagery and its Implications for Organizational Behavior and Management. *IBAM*, Memphis, TN.

Pamela K. Steverson & **Robert W. Renn**. (2003). Organizational Learning and Chaos Theory: An Integration. *Proceedings of the 6th World Congress on Intellectual Capital*, McMaster University, Ontario, Canada.

David G. Allen, **Robert W. Renn** & Richard Nordvedt. (2001). Telecommuting: Managing Remote Workers. *Proceedings of the Information Management Forum IT Human Resources Meeting*, Atlanta, GA.

Robert W. Renn, Donald B. Fedor, & W. Kevin Barksdale. (1999). A feedback seeking, social cognitive, and goal setting model of work quality and quantity. *Best Papers Proceedings of the Academy of Management meeting*, Chicago, IL.

Beverly Vaughan & **Robert W. Renn**. (1999). Customer service citizenship behavior in the dietetic profession. *Proceedings of the American Dietetic Association*, Kansas City, MO.

Robert W. Renn & Rabi S. Bhagat. (1994). Measurement equivalence of House, Schuler, and Levanoni's (1983) role conflict and role ambiguity scales: An examination across eight culturally diverse countries. *Proceedings of the Academy of Management's Research Method's Division Conference on Causal Modeling*.

Paul Swiercz, Marjorie Icenogle, Norm Bryan, & **Robert Renn**. (1993). Do Perceptions of Performance Appraisal Fairness Predict Employee Attitudes and Performance? *Best Paper Proceedings of the Academy of Management meeting*. Runner-up for the Public Sector Division's Levine Best Paper Award.

PUBLICATIONS: REGIONAL PROCEEDINGS

Frances Preston & **Robert W. Renn**. (2018). Prosocial, antisocial or withdrawal: A dual-systems model of employee responses to workplace ostracism. *Proceedings of the Southwest Academy of Management Association*.

Robert Steinbauer, **Robert W. Renn**, & Robert Taylor. (2013). Moral disengagement in mentor-protégé relationships: The role of trust propensity, affective commitment, and leader-member exchange. *Proceedings of the Southern Management Association*.

Robert W. Renn, Grant Fenner, & Robert Steinbauer. (2012). Development and test of a BAS/BIS sensitivities model of work performance and withdrawal. *Proceedings of the Southern Management Association*.

Robert W. Renn, Robert Steinbauer, Jon Biggane, & Kulraj Singh. (2012). Self-defeating behavior, the Big-Five, and perceived organizational support. *Proceedings of the Southwest Academy of Management*.

Tobias Huning & **Robert W. Renn**. (2012). Goal orientation and self-defeating behavior: The mediating role of adaptive and maladaptive processes. *Proceedings of the Southwest Academy of Management*.

Robert Steinbauer., & **Robert W. Renn**. (2011). Ethical leadership: Pathways through self-leadership and neurocognitive decision making. *Proceedings of the Southern Management Association. (awarded the best doctoral student paper in the Ethics and Social Issues Track)*

- Robert W. Renn**, & Tobias Huning. (2008). Development and initial validation of the climate for self-management scale. *Proceedings* of the Midwest Academy of Management.
- Somnath Lahiri, **Robert W. Renn**, & Ben Kedia. (2005). Strategic Leadership and Offshore Outsourcing: A Research Framework. *Proceedings* of the Southern Management Association.
- Deb Mukherjee, **Robert W. Renn**, Ben Kedia, & Somnath Lahiri. (2005). Development of Interorganizational Trust in Virtual Organizations: An Integrative Framework. *Proceedings* of the Southern Management Association.
- Somnath Lahiri & **Robert W. Renn**. (2005). Organizational Decline and the Impact of Environmental Changes of the 21st Century. *Proceedings* of the Southwest Academy of Management.
- Pamela K. Steverson & **Robert W. Renn**. (2003). Chaos Theory and Learning in Organizations: Integration and Directions for Future Research. *Proceedings* of the Southwest Academy of Management.
- David G. Allen, **Robert W. Renn**, & Karen Moffitt. (2003). The Role of Risk Perceptions in Voluntary Turnover Decisions. *Proceedings* of the Southwest Academy of Management.
- Grant H. Fenner & **Robert W. Renn**. (2001). Social Identity Theory and the Adoption of Contingent Work by Regular Information Technology Professionals. *Proceedings* of the Southwest Academy of Management.
- K. Prien, R. Taylor, **Robert W. Renn**, & B. Janz. (2000). The Effects of Cooperative Learning, Cohesion, and Commitment on Team Performance. *Proceedings* of the Southwest Academy of Management.
- Y. Chan, **Robert W. Renn**, & B. Prasad. (1998). Integrating the Techno-Economic Cycle with Population Ecology Theory. *Proceedings* of the Southern Management Association.
- D. Martin, R. Taylor, & **Robert W. Renn**. (1998). Leader-Member Exchange Relationships: A Trust Perspective. *Proceedings* of the Southern Management Association.
- Robert W. Renn** & Emin Babakus (1994). The Unmeasured Variables Problem in Job Characteristics Model Research: The Case of the Critical Psychological States. *Proceedings* of the Southern Management Association.
- Robert W. Renn** & Robert J. Vandenberg. (1992). The Critical Psychological States: Putting the Missing Link in Job Characteristics Research to Work. *Proceedings* of the Southern Management Association.
- Robert W. Renn**, Paul S. Swiercz, & Marjorie Icenogle. (1992). Measurement Equivalence of the Revised Job Diagnostic Survey: Extending the Findings to Public Sector Jobs. *Proceedings* of the Southern Management Association.
- Robert W. Renn**, Paul S. Swiercz, & Marjorie Icenogle. (1991). Choosing the Original or the Revised Job Diagnostic Survey: Comparison of Factor Structures and Criterion-Related Validities. *Proceedings* of the Southern Management Association.

Bevalee Pray & **Robert W. Renn**. (1991). Senior Management Turnover and Organization Performance: A Model of the Moderating Effects of Managerial and Organizational Characteristics. *Proceedings* of the Southern Management Assoc.

Paul Swiercz, **Robert W. Renn**, Carol Danehower, & Marjorie Icenogle. (1991). Goal Commitment and Goal Acceptance: Two Aspects of Goal Setting in Need of Clarification. *Proceedings* of the Southern Management Association.

Paul Swiercz, Marjorie Icenogle, Norm Bryan, & **Robert W. Renn**. (1991). Performance Appraisal in a Participatory Work Setting: An Investigation of Procedural and Distributive Fairness. *Proceedings* of the Southern Management Association.

Robert W. Renn & Bevalee Pray. (1990) Name Recognition and Organization Structure: Their Moderating Effects on the Relationship Between Unexpected Top Management Turnover and Company Success and Survival. *Proceedings* of the Eleventh Annual Southern Regional Industrial Relations Academic Seminar.

PUBLICATIONS: BOOK REVIEWS

Robert W. Renn. (1998). High-Performing Self-Managed Work Teams: A Comparison of Theory and Practice by Dale E. Yeatts & Cloyd Hyten. Sage Publications. *Academy of Management Review*.

MANUSCRIPTS UNDER REVISION & REVIEW & PREPARATION

Robert W. Renn, Francee Preston, & Frances Fabian. Reconceptualizing workplace habits for management research. Target journal: *Journal of Vocational Behavior* or *Human Resource Management Review*.

NATIONAL PAPER PRESENTATIONS

Robert W. Renn, Robert Steinbauer, & Tobias Huning. (2019). External career mentoring and mentor turnover intentions: Role of mentor work engagement, satisfaction with protégé, and meeting frequency. *International Academy of Business Disciplines*, Jacksonville, FL.

Frances Preston & **Robert W. Renn**. (2019). Reconceptualizing habitual work behaviors for management research. *International Academy of Business Disciplines*, Jacksonville, FL.

Robert W. Renn, Robert Steinbauer, Tong Kang, Daniel Detwiler, & Qing Ma. (2015). Moderated mediation analysis of external mentoring and mentor turnover intentions. *Academy of Management Annual Meeting*, Vancouver, BC.

Robert Steinbauer, Nick Rhew, & **Robert W. Renn**. (2015). Reducing negative effects of social exclusion: A self-regulation based moderated mediation model. *Academy of Management Annual Meeting*, Vancouver, BC.

Robert W. Renn, Robert Steinbauer, Robert Taylor, & Daniel Detwiler. (2014). Mentor career support and protégé career planning and self-defeating job search behavior. *Academy of Management Annual Meeting*, Philadelphia, PA. (Finalist for the Careers Division Reed Center Best Applied Paper Award).

- Robert Steinbauer & **Robert W. Renn**. (2014). Mentor influence on protégé ethics: A new conceptualization of moral disengagement. *Academy of Management Annual Meeting*, Philadelphia, PA.
- Tsvetomira Bigili, Ben Kedia, **Robert W. Renn**. (2013). Integration approach and post-acquisition performance in cross-border M&As: Role of social exchange. *Academy of Management Annual Meeting*, Orlando, FL.
- Robert W. Renn**, Robert Steinbauer, Jon Biggane, & Kulraj Singh. (2012). Reconceptualization of self-defeating work behavior as self-regulation failure: A proposed typology and application to theories in the organization sciences. *Academy of Management Annual Meeting*, Boston, MA.
- Robert W. Renn**, & Tobias Huning. (2011). The role of core self-evaluations in the individual-level personality-based theory of self-management failure. *Academy of Management Annual Meeting*, San Antonio, TX.
- Robert W. Renn**. (2008). The Role of Emotional Intelligence and Social Exclusion in Self-Defeating Organizational Behaviors. *Academy of Management Annual Meeting*, Anaheim, CA.
- Robert W. Renn**. (2007). Development and Test of an Individual-Level Theory of Self-Management Failure. *Academy of Management Annual Meeting*, Philadelphia, PA.
- David G. Allen, **Robert W. Renn**, Karen Moffitt, & James Vardaman. (2007). Should I Stay or Should I Go? The Role of Risk in Turnover Decisions. *Academy of Management Annual Meeting*, Philadelphia, PA.
- Grant H. Fenner & **Robert W. Renn**. (2006). Empirical Examination of an Individual-Level Model of Technology-Assisted Supplemental Work. *Academy of Management Annual Meeting*, Atlanta, GA.
- Al S. Lovvorn & **Robert W. Renn**. (2005). New Ventures and Institutional Theory: The Legitimatization of Emerging Organizational Forms. *Academy of Management Annual Meeting*, Honolulu, Hawaii.
- Grant H. Fenner & **Robert W. Renn**. (2003). Technology-Assisted Supplemental Work: Predictors, Outcomes and Moderators. *Academy of Management Annual Meeting*, Seattle, WA.
- Robert W. Renn**, Donald B. Fedor, & W. Kevin Barksdale. (1999). A feedback seeking, social cognitive, and goal setting model of work quality and quantity. *Academy of Management Annual Meeting*, Chicago, IL.
- David G. Allen & **Robert W. Renn**. (1999). An Individual-Level Model of Telecommuting. *Academy of Management Annual Meeting*, Chicago, IL.
- Robert W. Renn** & Beverly J. Vaughan. (1998). Customer Service Citizenship Behavior: Conceptual and Empirical Validation. *Academy of Management Annual Meeting*, San Diego, CA.

Beverly J. Vaughn & **Robert W. Renn**. (1997). Impact of Employee Perceptions of Service Support and Organizational Justice on Customer Outcomes: The Mediating Role of Customer Service Citizenship Behaviors. *Academy of Management Annual Meeting*, Boston, MA.

Kevin Barksdale & **Robert W. Renn**. (1997). Earnings-at-Risk Pay Plans: A Longitudinal Assessment and Evaluation. Presented at the *Academy of Management Annual Meeting*, Boston, MA.

Bonnie Pollack & **Robert W. Renn**. (1997). Course Orientations: Do We Give Our Students Enough Time. *Organizational Behavior Teaching Conference*. Case Western Reserve, Cleveland, OH.

Robert W. Renn & W. Kevin Barksdale. (1996). Moderation by Goal Commitment of the Task Feedback-Performance Relationship. *Academy of Management Annual Meeting*, Cincinnati, OH.

W. Kevin Barksdale & **Robert W. Renn**. (1996). A Field Study of the Effects of a New Pay-For-Performance Compensation Plan on Perceived Organizational Support and Attendance: A Psychological Contract and Justice Perspective. *Academy of Annual Management Meeting*, Cincinnati, OH.

Rabi Bhagat & **Robert W. Renn**. (1995). Examination of a U. S.-Based Model of Work-Related Stress: A Cross Cultural Study. *Academy of Management Annual Meeting*, Vancouver, B.C.

Robert W. Renn & Kristin O. Prien. (1994). Employee Responses to Performance Feedback: A Field Study of the Moderating Effects of Self-Esteem. *Academy of Management Annual Meeting*, Dallas, TX.

Robert Renn & Robert Vandenberg (1993). The Mediating Role of the Critical Psychological States: Some Preliminary Findings Based on Two Field Studies. *Academy of Management Annual Meeting*, Atlanta, GA.

Robert W. Renn & Robert J. Vandenberg. (1989). A Replication and Extension of Locus of Control Research: How Valid are the Reported Findings? Presented at the *Academy of Management Annual Meeting*, Washington, D.C.

BOOKS REVIEWED

Northcraft, G., & Neale, M. (1990). *Organizational Behavior: The Management Challenge*. Dryden Press.

RESEARCH INTERESTS

Business leadership and mentoring; Self-defeating work behavior; Work Habits,

DR. RENN PROVIDED CONSULTING SERVICES TO THE FOLLOWING COMPANIES

Optus Inc., Jonesboro, AR
Youth Villages, Memphis, TN
AutoZone, Inc., Memphis, TN
Cotton States Insurance Company, Atlanta, GA
Management Science of America, Atlanta, GA
The McBurney Corporation, Norcross, Georgia
Scottish Rite Children's Hospital, Atlanta, Georgia

GENERAL EMPLOYMENT

1979 – 1984 Architectural Design/Draftsman
 Conrac Systems West, Duarte, CA
 Hartrampf/Powell Consulting Engineers, Atlanta, GA
 Mullins Associates Architects, Atlanta, GA

1974 – 1979 United States Marine Corps. (Airwing) Honorable Discharge.
 Vietnam-era veteran.

PROFESSIONAL REFERENCES

Provided upon request

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

James Kendig

13103 Aegean Drive
Jacksonville, FL
32246-5551

(630) 441-3826
James.Kendig@att.net

James C. Kendig

Objective Seeking to continue to maximize abilities with like minded organization.

Experience **2-2013 to Present The Joint Commission Oakbrook IL**

Field Director

Oversee 76+ Life Safety Surveyors/Engineers for international and national surveys and provide leadership as well as keeping the cadre relevant and contemporary. Oversee Life Safety, Emergency Management, and Environment of Care standards (Security, Safety, Hazardous Materials and Waste, Utility and Medical Equipment Management).

2-2011- 2-2013 The Joint Commission Oakbrook IL

Surveyor

Survey hospitals to Life Safety Code requirements as well as Environment of Care and Emergency Management standards and provide consultative recommendations for resolution and provide best practice initiatives.

2004-2011 Health First Melbourne FL

Vice President, Safety, Security, Emergency Management, Parking, Courier, Parking, & Clinical Transportation Services

Career highlights.

- Standardized emergency codes throughout Florida and created toolkit for implementation – thereby assisting staff working at more than one hospital to only learn one standard code set.
- Lead Corporate Falls Committee and reduced Falls under 2.5 patient falls per 1,000 patient days.
- Implemented organization wide non-medical stretcher program (based upon OIG 0007 opinion) to increase revenues in several departments (e.g., PT, surgery, etc.) and reduce

LOS.

- Standardized patient wrist bands in Brevard County to improve patient safety during transfer (ultimately this became a state wide PI project)
- Implemented hospital base lift team decreasing patient handling occupational related injuries by over 90% favorably impacting mod rate and workers' compensation claims.
- Lead team to create state-wide infant abduction and abandonment toolkit through the Florida Hospital Association and as a follow-up addressed infant and pediatric falls with Mead Johnson creating a nationwide webinar.
- Created best practice pan flu and hurricane plans brochures for hospital based employees in Brevard County in only four (4) meetings and achieved buy in from County Emergency Management and Department of Health.
- Implemented "tobacco free" hospital campuses amongst all hospitals in Brevard County (included competing hospitals).
- Coordinated and Chaired county wide Hypothermia Induced Cooling initiative to improve patient outcomes
- Created first Chempack and Point of Distribution plan for the State of Florida – Hospitals
- Successfully implemented H1N1 Vaccine plan having approximately 43% of staff receive the annual and/or H1N1 vaccine.
- Implemented a Forensic Patient Management project that addresses new recruit police and corrections officers and have had over 6,100 existing law enforcement and corrections officers take on-line training program in support of safe forensic patient management
- Key asset – ability to influence and achieve buy in at all levels including state and national initiatives, hospital administrators and other stakeholders with a focus on customer engagement.

1994–2004 Health First Melbourne, FL

Corporate Director of Safety, Security, Parking, & Clinical Transportation

Health First is a health care system including three (3) acute care hospitals and a trauma center, a health plan, hospice, home health, and approximately 40 off-site ambulatory and business units.

- Completed four (4) JCAHO surveys with exemplary results in the Environment of Care. Several "best practices" were returned to Chicago.
- Lead organization-wide hurricane team resulting in a policy for all Health First entities.
- Implemented Safety and Security Officer Step Program –

supporting internal department satisfaction and officer's knowledge regarding NFPA, JCAHO and other information.

- Continue to receive high percentile scores in internal customer satisfaction survey.
- Implemented internal spill response team – saving budget dollars.
- Expanded courier program to include platelet distribution – net revenues in excess of \$40K to support budget.
- Co-chair of system-wide Patient Safety Committee.

1992–1993 Einstein Medical Center Philadelphia, PA
Director of Security

Einstein Medical Center is a tertiary teaching hospital and level one trauma center including Moss Rehabilitation Hospital and other facilities on campus.

- Increased regional awareness of hospital security issues.
- Expanded security's role in the Environment of Care.
- Updated new hires orientation for Environment of Care.

1984 – 1992 Devereux Devon, PA
Manager Special Projects

Devereux provides nationwide psychiatric in-patient and out-patient treatment facilities.

- Managed asbestos, PCB, and other environmental projects nationwide.
- Excelled in JCAHO Environment of Care preparation for survey.

1978–1994 Various PA
Police Officer

Police officer in Chester and Montgomery Counties.

- Attained Grade "A" Police Officer.
- Squad CPR instructor and medical officer.

Concurrent
Experience

1990-1994 Psychological Resources W. Chester, PA

Director of Marketing

Psychological and ability testing service for law enforcement.

- Tested and interviewed over 2,500 law enforcement candidates.
- Used testing instruments such as MMPI, 16PF, SRA Verbal and SRA Non-verbal.

1992-1994 Devereux Devon, PA

Consultant

- Provided consultative services to support JCAHO, environmental, health, and life safety issues.
- 1999 to 2004 VHA Southeast & VHA Mountain States

Consultant

- Provide Joint Commission Environment of Care consultative services for healthcare systems and hospitals (e.g., regional seminars and site surveys).
- 1999 to 2004 Healthcare Specialist, Inc. Cincinnati, OH

Consultant

- Provide Joint Commission Environment of Care consultative services for healthcare systems and hospitals (e.g., Ohio Hospital Association).

Education

West Chester University, PA

- B.S.

West Chester University, PA

- M.S.

Certifications

- OSHA “A Guide to Voluntary Compliance in Safety and Health” – Instructor
- Certified Security Executive – CSE
- Certified Healthcare Environmental Manager (ECRI) – CHEM
- Certified Healthcare Safety Professional (CHSP)
- Certified Hazard Control Manager (CHCM)
- Licensed Healthcare Risk Manager (FL) – LHRM
- Instructor – Pennsylvania Municipal Police Officers’ Education and Training Commission (Act 180)
- Instructor – Pennsylvania Municipal Police Officers’ Education and Training Commission (Act 120 – In-service program)
- OSHA HAZWOPER Technician & Incident Commander
- Certified Yellow Belt - RPI

Appointments

- Former member NFPA 99 Technical Committee Member – Emergency Management
- Continuing Education Faculty – Licensed Healthcare Risk Management Program, University of Central Florida
- Professional Education Faculty – Licensed Healthcare Risk

Management Program, Brevard Community College

- President – Florida Society for Healthcare Security and Safety Professionals (four terms) – Florida Hospital Association
 - Guest Lecturer – West Chester University, West Chester, PA
 - Guest Lecturer – Webster University, Merritt Island, FL
 - Guest Lecturer – University of Central Florida, Cocoa, FL
- University of St. Francis, Ill.
- Technical Committee Member NICU – Consensus Design Committee, AIA
 - Responsible Facility Officer – HHS. "Notification of Possession of Select Agents or High Consequence Livestock Pathogens or Toxins"
 - Board Member – Florida Association of Directors of Volunteer Services
 - Board Member – ECRI, Plymouth Mtg., PA
 - Board Member – American Red Cross (Space Coast Chapter)
 - Health First Pre-Event Smallpox Vaccine Steering Comm – Chairperson
 - Health First Hospitals - "Administrator on Call"
 - Brevard Chiefs of Police Assoc. – Treasurer (03)
 - Brevard Chiefs of Police Assoc. – Vice President (04)
 - Melbourne Police Foundation – President/Chairman
 - American Red Cross – Chairman of the Board
 - Co-Chair State of Florida Medical Equipment Committee (ASPR)

Recognition

- Health First Team Award – 1999 Core Team
- Florida Society for Health Security and Safety Professionals – Distinguished Member Award/FL Security Executive of the Year – 2001
- Health First President's Award – 2002
- Health First Team Award – 2002 Hurricane Team
- Health First World Class Leader Award – 2002 (Gallup)
- Health First Team Award – 2003 Pt Wrist Band Team
- Florida Society for Health Security and Safety Professionals – Distinguished Member Award/FL Security Executive of the Year – 2003
- Health First World Class Leader Award – 2003 (Gallup)
- 2004 Primary Prevention Safety Award Winners – NAPPSI and ICT
- Health First Team Award – 2004 Patient Safety Campaign Work Group
- Health First World Class Leader Award – 2004 (Gallup)

- Health First World Class Leader Award – 2005 (Gallup)
- Brevard County Manatees/Bank of America Neighborhood Champion – 2005
- Health First World Class Leader Award – 2006 (Gallup)
- Health First Team Award – 2007 TED
- Health First Team Award – 2007 Isolation Precautions FMEA
- Health First Golden Eagle Award winner – 2008
- Health First Team Award (X5) – 2008
- Health First World Class Leader Award – 2008 (Gallup)
- Award from the American Lung Association - Cross of Lorraine – 2008
- Health First Team Award (X5) – 2009
- Health First World Class Leader Award – 2009 (Gallup)
- Health First World Class Leader Award – 2010 (Gallup)

Affiliations

- National Fire Protection Association (NFPA)
- American Society for Industrial Security (ASIS)
- International Association for Healthcare Security and Safety (IAHSS)
- Florida Society for Healthcare Security, Safety, & Emergency Management Professionals (President – 4 non-concurrent terms)
- Hospital Fire Marshals' Association – Philadelphia, PA
- Leadership Brevard – Class of 2000
- Florida Police Chiefs Association
- Brevard County Association of Chiefs of Police
- Space Coast Fire Chiefs Association

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Administer Oath of Office to Newly Appointed
Board of Supervisors for Seat 5

**BEACH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BEACH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing oath was administered before me this ____ day of _____, 2021, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Beach Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Code of Ethics

PERSONAL CODE OF CONDUCT/ETHICS FOR THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT

PREAMBLE

The Beach Community Development District (“CDD” or “District”) Board of Supervisors, residents, contractors, vendors and staff are entitled to have fair, ethical and accountable local government from the Board of the CDD. Such a government requires that the Board of Supervisors of the CDD (“Board” or “Supervisors”):

- Comply with both the letter and the spirit of the laws and policies that affect the operations of the CDD.
- Be independent, impartial, and fair in their judgment and actions.
- Use their public office for the public good, not for personal gain.
- Conduct public deliberations and processes openly, in an atmosphere of respect and civility.

To this end, the Beach CDD has adopted this Code of Conduct/Ethics to encourage public confidence in the integrity of local government and its fair and effective operation.

Elected (and appointed) members of the Board of Supervisors shall sign a form acknowledging receipt of this code of conduct/ethics at the time of commencing their term of office.

CODE

The basic tenets of the Code shall be:

1. Act in the Public Interest.

Recognizing that stewardship of the public interest should be a Supervisor’s principal concern, all members of the Board should work for the common good of the District and not for private or personal interest, and each Supervisor should endeavor to treat all persons, claims and transactions in a fair and equitable manner.

2. Comply with the Law.

All Supervisors and Staff shall comply with the laws of the nation and the State of Florida in the performance of their public duties. These laws include, but are not limited to, the United States and Florida constitutions; the State of Florida laws pertaining to code of ethics for public officers and employees; conflict of interest related laws; election campaigns laws; legally required financial disclosures; and the open processes of government, including Florida’s public records and Sunshine Law.

3. Conduct of Members (Supervisors and Staff).

All Supervisors should refrain from abusive conduct and verbal attacks upon the character or motives of other members of the Board of Supervisors or District staff. This is not to discourage open and frank discussions conducted in a respectful manner. Supervisors should also refrain from abusive

conduct and verbal attacks on the public, on District vendors, and other service providers of and for the District. This tenet applies to in-person contact, telephone conversations and to any electronic communication or other written communication between and/or about any of the parties mentioned above. Specific examples and points of conduct are:

Use of Decorum with Public.

Making the public feel welcome is an important part of the democratic process. Supervisors should use decorum in addressing fellow Supervisors and members of the public. No signs of partiality, prejudice or disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Supervisors should make every effort to be fair and impartial in listening to public comments.

Supervisors Should be Welcoming to Speakers and Treat Them with Respect.

Speaking in front of the Board of Supervisors can be a difficult experience for some people. Some issues the Board undertakes may affect people's daily lives and homes. Some decisions are emotional. The way in which the Board of Supervisors treats people during public meetings can do a lot to make members of the public relax or it can push emotions to a higher level of intensity. Supervisors should attempt to treat all members of the public and public comments with respect.

Supervisors Should Actively Listen to Public Comments.

It is disconcerting to public speakers to speak before Board members that are not actively listening. It is acceptable to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Supervisors should be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom. Supervisors should endeavor to actively engage in each meeting.

Supervisors Should Avoid Uncivil Debate and Argument with Members of the Public.

Supervisors should not belligerently challenge or belittle a member of the public who is providing public comment or otherwise. While public discourse is desirable, disagreements should be had civilly.

Supervisors Should Avoid Personal Attacks.

Supervisors agree that they will be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive and they should refrain from such actions. Supervisors should avoid making any personal, uncivil attacks on any member of the public, including fellow Supervisors or District staff.

Supervisors Should Address Staff in a Consistent Manner.

Supervisors should make requests for follow-up or directions to staff only through the Chair of the Board of Supervisors or the designated representative of the entity that has been contracted with by the District to perform services for the CDD. When in doubt about what staff contact is appropriate,

Supervisors should confer with the District Manager for direction. Supervisors acknowledge that materials supplied to a fellow Supervisor in response to a request will be made available to all members of the Board at the next publicly noticed meeting, if not before, so that all have equal access to information.

Supervisors Shall Endeavor to Allow CDD Staff to Perform Their Job Function.

Supervisors should attempt to avoid disrupting CDD staff from performing their job functions and further agree to attempt to avoid disrupting staff while they are in meetings, on the phone, or engrossed in performing their job functions in order for a Supervisor(s) to have their individual needs met.

4. Respect for Process.

All Supervisors should perform their duties in accordance with the Rules of Procedure, processes, and District policies approved or otherwise adopted by the Board of Supervisors.

5. Communication.

It should be the responsibility of members of the Board to publicly share substantive information that is relevant to a matter under consideration that they receive from sources outside of a public meeting. All communication between and among members of the Board shall always be in compliance with Florida's Government in the Sunshine Law, found in Chapter 286, Florida Statutes.

6. Conflict of Interest.

In order to assure independence and impartiality on behalf of the public good, and to comply with Florida law, Board members shall comply with Florida's Code of Ethics for Public Officers and Employees, as found in Chapter 112 of the Florida Statutes. Any questions about what may be required in a potential matter of conflict of interest should be referred to the District's legal counsel.

7. Gifts and Favors.

Board members and staff shall comply with Florida's "gift laws" found in Florida's Code of Ethics for Public Officers and Employees, sections 112.3148 and 112.3129, Florida Statutes, and other laws.

8. Confidential Information.

Board members should recognize that Florida has broad public records laws, as found in Chapter 119 of the Florida Statutes. It is the general rule that all documents received or disseminated in the conduct of District-related business is a public record and not confidential in nature. However, when in doubt, Supervisors should consult with the District's legal counsel as there are limited exemptions to Florida's public records laws.

9. Representation of Private Interests.

In keeping with their role as stewards of the public trust, Board members shall comply with Florida's Code of Ethics for Public Officers and Employees, as found in Chapter 112 of the Florida

Statutes. Any questions regarding the statutory code of ethics should be referred to the District's legal counsel.

10. Advocacy.

To the best of their ability, Board members should represent the official policies and positions of the Board of Supervisors. When presenting personal opinions or positions potentially affecting the CDD, either verbally or in writing, members should endeavor to make clear that such personal opinions or positions are not necessarily those of the Board as a whole.

11. Positive Work Environment.

Board members should support the maintenance of a positive and constructive work and living environment for residents, businesses, and CDD staff. Members should refrain from purposefully soliciting public opinion with the intent of negatively impacting other Board members, CDD staff, CDD vendors, or other residents of the CDD.

12. Officers

Supervisors have been selected by the Board to hold one of the three following offices: Chairperson, Vice-Chairperson, and Assistant Secretary.

Pursuant to the District's adopted Rules of Procedure, the Chairperson is authorized to "execute resolutions and contracts on the District's behalf" and "shall convene and conduct all meetings of the Board." The Chairperson also works with the District Manager and the District Counsel to prepare agendas for meetings, hearings, and workshops and to determine whether it is necessary to convene an emergency meeting.

To the extent the Chairperson is unable to conduct any of the tasks described in the prior paragraph, the Vice-Chairperson is authorized to conduct them. Additionally, the Vice-Chairperson shall have such duties and responsibilities as specifically designated by the Board from time to time.

In the event that both the Chairperson and the Vice-Chairperson are absent from a Board meeting, the Board may designate one of the other Supervisors, who are serving as Assistant Secretaries, to convene and conduct the meeting. Under such circumstances, any of the Supervisor Assistant Secretaries are authorized to execute agreements, resolutions, and other documents approved by the Board at the meeting.

Board members should show mutual respect for the office each Board member was selected to serve and the duties of such office.

13. Implementation.

Upon assuming office, all Board of Supervisors members shall sign a statement affirming they read and received the Code of Conduct/Ethics of the Beach Community Development District.

14. Compliance and Enforcement.

This Code of Conduct/Ethics of the Board of the District is aspirational in nature and there are no legal mechanisms available for enforcement thereof. However, the Board, District residents, District staff, contractors, and members of the public stand to gain from a strict following of the tenets herein defined.

I agree that I have received and read the Code of Conduct/Ethics of the Beach Community Development District Board of Supervisors.

Signature

Date

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the January 11,
2021 Special Board of Supervisors' Workshop
Meeting

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' WORKSHOP MEETING MINUTES**

Monday, January 11, 2021 at 1:00 p.m.

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

Board Members Present:

Chris White	Chairperson	
Stephen Kounoupas	Vice-Chairperson	(via phone)
Maria Tondi	Assistant Secretary	

Also present via speaker phone:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	
Mike Veazey	Project Manager- ICI Homes	
Wes Haber	District Counsel	(via phone)
Steve Boyd	Homeowner	(via phone)
Wanda Boyd	Homeowner	(via phone)

Various members of the audience present.

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho call to order at 1:13 p.m. the workshop meeting of the Board of Supervisors of the Beach Community Development District and proceeded with roll call. Those in attendance via phone are listed above.

Public Comment Period

Mr. White explained how the workshop will be run. He explained the Sunshine Law to the public.

Ms. Tondi asked Mr. White if the District held workshops when ICI was on the Board. Mr. White replied this is the first workshop. Ms. Tondi stated a workshop should have taken place as soon as the new officers were on the Board to get to know each other on the Board and what they felt about the community.

SECOND ORDER OF BUSINESS

General Business Matters

Discussion Regarding Security Usage (Budget impact, transition, etc. Tekwave, new camera system

Mr. White stated as of January 31, 2021 Advanced Security will take over security and they will be at the Guard House from 6:00 p.m. - 6:00 a.m. The Guard House will be the first point of contact before Jake with Advanced Security.

Mr. White stated there are times in which the community needs to engage police instead of the District's security. He discussed the budget regarding Security Services and the costs involved.

A homeowner stated he was told the community was a private gated community when he was looking to purchase his home and the time at the Guard House is not enough security. Mr. White explained that 24/7 security would dramatically increase the budget which does not get revised until the Spring and Summer. He explained the budget approval process.

Ms. Carvalho explained the budget approval process and assessments. Someone had a question about levying a special assessment for the additional security services mid-year to the residents. She stated it is cumbersome to issue a special assessment midway through the Fiscal Year. The Fiscal Year runs from October 1 – September 30.

Ms. Tondi suggested having a financial, contract and budget workshop. Ms. Tondi brought up concerns she had on who to contact when there was criminal activity in the District as she was unsure what was Homeowners Association / Property Owners Association (HOA)/(POA) vs. Community Development District (CDD).

A homeowner asked what happens when security is not at the Guard House and it sounds like issuing special assessments for 24/7 security is hard to do and the District is trying to operate within the balance it has left in the budget until the District can assess again.

A homeowner asked if the District would survey its residents. Mr. White stated the District will not make a security transition without understanding the thoughts of the residents in terms of increasing assessments to individuals. He stated it is unlikely the District will issue a Special Assessment mid-year. He stated the District will incorporate random roaming in

the middle of the night as well. He advised the residents to get the barcode on their car and not rely on security to be there or set themselves up to sign in on the keypad.

A homeowner stated the District doesn't have a right to prevent someone from entering the community, but they can take down a plate number and ask for photo ID. He does not think that's been done. Mr. White stated that is one of the reasons why the Security Company is changing.

Mr. White stated there may be some random times at night where a security guard may leave the gate to come in and quickly drive through the community but until the budget changes it is capped at one guard at the gate for 12 hours with additional time the District gets from Jake Card with Advanced Security.

A homeowner suggested a multi-year plan to increase security and a workshop to discuss it and identify the problem and discuss solutions and how the District will approach them. He wrote down various issues in the community. He provided copies to everyone.

Jake Card stated he must operate under Florida State Statute 493. He will do the best he can. He stated there is internal work that needs to be done in the community to make people aware of what is going on in their own community amongst their own children. He stated he has surveillance cameras and every night 1:00-2:00 a.m. there are kids 14-15 years old running through the Amenity Facilities. He stated he can have 4 times per year a meeting to train residents and educate them on the State Statute and what they can do. They can also implement a Block Captain Crew who will communicate to the Board and a Neighborhood Watch Program. He advised residents to call 911 for an emergency not just the Guard House. Jake Card stated there are children at the Amenity Facility passed midnight. Ms. Tondi suggested asking for their membership.

Ms. Carvalho stated when there is approximately 15- 30 minutes remaining of the workshop she will contact District Counsel to answer legal related questions.

Discussion regarding the Role of Chairperson

Mr. White reviewed the role of the Chairperson of the Board. If the Chairperson of the Board resigns the Board must elect a new Chairperson. They serve at the pleasure of the Board. They are authorized to execute resolutions and contracts on the District's behalf. They shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting the Vice-Chairperson shall convene and conduct the

meeting. The Chairperson or the Vice- Chairperson may delegate the responsibility of conducting the meeting to the District Manager or the District Counsel in whole or in part.

Mr. White stated even though the District meets quarterly he is in contact with District staff 3-4 times per week. He asked the Board to allow him to work with District staff in between Board meetings to minimize the work and cost to the District. Ms. Tondi stated she has gone through to the State for a lot and had to go to District Counsel for clarification because there was a miscommunication on the workshops.

Residents asked who they should contact for CDD issues. A suggestion was made to have one Board email address for resident requests. Ms. Carvalho suggested residents contact PFM directly as the District and they can funnel the requests to the proper individuals for follow up. If the concerns are HOA related they will be directed to the HOA. Mr. Kounoupas asked if a resident can send an email to a Board Member and copy the rest of the Board. Ms. Carvalho advised against that due to possible Sunshine Law violations. Mr. Skinner and PFM can send e-blasts to make residents aware that they should be contacting PFM. Ms. Carvalho explained in detail how she will answer homeowner inquiries and concerns that way the resident will know that she acknowledged receipt of the email and directed to the correct party.

Ms. Tondi asked for clarification between CDD and HOA. Mr. White stated anything that has to do with architectural review or covenant enforcement is HOA and everything else is CDD. Mr. Veazey is the HOA President and echoed Mr. White's remark.

Mr. White discussed compensation for Board Meetings and workshops. Ms. Carvalho stated each Board Member can be compensated for \$200.00 per meeting for a maximum of \$4,800.00 per year.

A resident asked how to formalize the process for communicating concerns and complaints. He stated District staff is responsible for explaining to the public what they did or did not do to handle the concerns. Ms. Carvalho discussed a work order scenario including intake, directing communication and follow up. Mr. White asked if the District has the ability to track the intake of concerns and creating work orders. Ms. Carvalho will contact VGlobalTech to check the possibility of having a repository for work orders. She stated the District website must be public, but she can check to see if it can be interactive.

Ms. Tondi stated the public has been emailing the Board Member emails for years and the emails were inactive. PFM is volunteering to be the point of contact, so this doesn't continue to happen.

Concerns were brought up about Leland Management not being at the Amenity Facility to answer homeowner questions and concerns. A lengthy discussion took place about their role. Ms. Tondi requested a workshop about Leland Job descriptions.

A homeowner brought up issues with the tennis courts. A discussion took place about surveying the community for their input. The homeowner stated the tennis courts need resurfaced every 3-5 years and the cost needs to be budgeted. Ms. Carvalho was asked if it would help Mr. White a quantitative survey of everyone in Tamaya that says a certain percentage of people are unhappy with the landscape company. She replied yes.

A question was raised about the agenda. Ms. Carvalho explained the agenda process to the Board.

A discussion took place on the next steps for Security which is to transition companies. The Board will have a discussion about what it will take to have a Special Assessment levied and move forward with extended security for the District. A discussion took place about the gates. The gates cannot be locked as these are public roads.

Ms. Carvalho called Mr. Haber who joined the meeting via phone. She explained to District Counsel the potential of additional services relating to monitoring for additional 24/7. Due to budget constraints one of the questions is can the District do anything at this time. Mr. Haber explained Special Assessment Process. A discussion took place if it was worth going through a Special Assessment process or waiting to start the budget cycle for Fiscal Year 2022.

Ms. Tondi asked about fencing off the sidewalks with a gate and if someone could push a button and be asked identifying questions or if the gate needed to be unlocked. Mr. Haber stated they could be buzzed in and would be operated the same way as the guard gate.

Discussion Regarding Leland Management and Management Companies

Ms. Tondi asked about the Leland Management Association Management Agreement between Tamaya Residential Association, Inc. She asked if the Community was registered as a non-profit organization named Tamaya Residential Association. Mr. Haber stated Beach CDD has a separate agreement with Leland Amendment and the one she just read refers to the HOA or POA Agreement with Leland. The CDD is a governmental entity and the HOA or POA is a not for profit corporation. Ms. Tondi asked if the community can create its own non-profit and hire its own staff. Mr. Haber stated anyone could create a

nonprofit, but they would be limited in what they would be able to do. Ms. Carvalho stated this discussion is off subject because it is about the POA and none of this discussion is CDD related. She wants to make sure the residents understand the question being asked if not a District related question and Mr. Haber does not represent the POA. He represents the CDD.

A discussion took place about Leland and their contract with the CDD. A homeowner requested an organizational structure that depicts District staff, Beach CDD, HOA, and all contractors and their positions. A lengthy discussion took place regarding Leland's role with the POA and the CDD. Ms. Carvalho explained if the Board of Supervisors is not satisfied with any services it receives by any contractor, they have the right to proceed with a Request for Proposals (RFP) for services. Ms. Tondi suggested the Board reevaluate every contract.

A discussion took place about the frequency of workshops. The Board as a whole will make that decision at the scheduled Board of Supervisors Meeting. Mr. White asked if the Board could have a closed session without residents. Ms. Carvalho explained the only time that happens is with a pending litigation or personnel issues of District employees. The residents were confused about the workshop and what it meant. They thought it was for the residents to come and express their ideas. The Board only got through two of the agenda items.

Ms. Tondi had many questions and Ms. Carvalho explained all her questions are POA related and are not questions for the CDD. A discussion took place between Ms. Carvalho and Ms. Tondi regarding the workshop. Mr. White explained that the Board must approve to hold a workshop. He only wants a workshop that has a clear agenda. A discussion took place about the draft agenda and items for the workshop.

Ms. Tondi had questions regarding how the holiday decorations were handled. Mr. Veazey stated with the light company it is being suggested not to pay them the second half of the contract because of their late installation of holiday lights. He spoke to Mr. Haber about this and noted they have done this with two other CDD Boards and sent a letter to the company.

Ms. Tondi asked about Leland's role with the CDD and POA and if the CDD could alter the covenants and restrictions. Ms. Carvalho explained they are two separate entities and the Beach CDD cannot change the covenants and restrictions for the POA. The covenants and restrictions are part of the POA and the company that currently manages the POA is Leland Management, Inc. Ms. Carvalho stated the POA has its own Board Members which consist of Mr. Veazey, Mr. Stowers, Mr. Blanco. Ms. Tondi asked if they mandate

what goes in here. Ms. Carvalho replied no. They mandate anything associated with covenants and restrictions of the POA. She further explained the amenity center is CDD asset and property to maintain and operate.

Ms. Tondi stated the CDD Board needs to decide if they still want Leland to manage the CDD related services. Lengthy discussion ensued.

Ms. Carvalho stated she will look at Ms. Tondi's emails and if it is POA/HOA related she will respond back as such and reference that she cannot answer POA/HOA related questions. However, if the email is District related, she will do her best to answer. Ms. Tondi stated the responsibility of the District vs. HOA is unclear to 96% of the community. She stated the HOA has not responded to homeowners. Ms. Tondi stated she now understands what the CDD Board is responsible for and what the POA Board is responsible for as well as the representatives from each entity.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho sent out a draft agenda for the January 22, 2021 Board of Supervisors' Meeting. She stated the final agenda will be emailed and posted on the website 7 days prior to the Board of Supervisors Meeting.

Audience Comments and Supervisors Requests

Mr. Kounoupas stated to accomplish their job the Board must stick to the agenda. He stated if anyone says anything off topic at the Board meeting, he will interrupt and ask them to stick to the agenda. He suggested if commentary does not apply to the agenda for that day that District staff take note and add it to the agenda for the following meeting.

Ms. Tondi asked why the residents are not notified of the POA/HOA meetings. Ms. Carvalho stated she needs to ask the POA/ HOA manager. Mr. White replied the POA/HOA sends out an annual notice but that is not a District conversation.

FOURTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the January 11, 2021 Board of Supervisors' Workshop Meeting was adjourned at 3:56 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DRAFT

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the January 22,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

Friday, January 22, 2021

1:00 p.m.

12788 Meritage Blvd. Jacksonville, FL 32246

Board Members Present:

Chris White	Chairperson
Stephen Kounoupas	Vice-Chairperson
Maria Tondi	Assistant Secretary
Shayne Martin	Assistant Secretary

Also present:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	
Kevin Plenzler	PFM Financial Advisors LLC	(via phone)
Wes Haber	District Counsel- Hopping Green & Sams	(via phone)
Mike Veazey	Project Manager- ICI Homes	
Scott Wild	District Engineer- England-Thims & Miller, Inc.	(via phone)
Jesse Skinner	Field Manager- Leland Management, Inc.	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho call to order at 1:07 p.m. the special meeting of the Board of Supervisors of the Beach Community Development District and proceeded with roll call. Those in attendance are outlined above.

Public Comment Period

Mr. White provided opening remarks.

There were no public comments.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of Minutes from the
October 23, 2020 Special Board of
Supervisors' Meeting**

The Board reviewed the Minutes from the October 23, 2020 Special Board of Supervisors Meeting. District Counsel previously reviewed the minutes and provided suggested changes.

On MOTION by Mr. Martin, seconded by Mr. White, with all those in favor, the Board approved the Minutes of the October 23, 2020 Special Board of Supervisors' Meeting.

**Consideration of Minutes of the
November 18, 2020 Special Board
of Supervisors' Meeting**

The Board reviewed the Minutes of the November 18, 2020 Special Board of Supervisors' Meeting which reflect the two new Board Members seats that went to General Election. Administering oath of office was completed to the 2 newly elected Board Members during that meeting.

Ms. Tondi noted her statement is missing from the minutes that when she was at the Supervisors of Elections in Duval County, they informed her that the new Board Members seat had an assignment of Chairperson however the Board later appointed the Chair at a District meeting. She was confused if the seat was already assigned or if the Board had the authority to elect District officers. At that meeting Ms. Carvalho and the former Chairperson stated the Board of Elections was wrong in their statement that the seats were pre-assigned to officer positions.

Ms. Carvalho stated Mr. Kounoupas has filled Seat 1 and Ms. Tondi has filled Seat 3. Ms. Tondi noted the Supervisor of Elections stated that that one seat was taking the Chair position on the Board. Ms. Carvalho stated an oath of office is conducted by the State however the District has to conduct its own oath office of the Board of Supervisors. Ms. Tondi mentioned that the State stated the Statutes reflect that Landowners do the voting.

Mr. Haber stated it sounds like Ms. Tondi wants the minutes to reflect the comments that were made of information that the State provided her. He noted at the meeting it was explained that there are two separate oaths, one that the State gets, and one required by the District. Also it was discussed that just because the seat number is subject to election it is possible that the person in Seat 1 or Seat 3 was the Chairperson per the Supervisor of Election however Mr. Haber confirmed that the officers position do not run with the seat number. He explained they are titles to be appointed by the District Board of Supervisors. Furthermore, at the last Board meeting via resolution the Board made a determination who will fill such officer's position.

A lengthy discussion took place. Mr. Haber offered to answer Ms. Tondi's question offline. He asked Ms. Tondi to provide the document in which she was referencing during the meeting. She was going to provide such document.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved November 18, 2020 Special Board of Supervisors' Meeting, as amended to reflect the conversation as phrased by Mr. Haber and Ms. Tondi and accept the minutes with the amendment.

Review of Revised Rules of Procedure Per Statue Changes

Mr. Haber reviewed the changes within the Statute to the Rules of Procedure which control the general operations of the District. He stated District staff can provide a red lined copy of the District's existing Rules of Procedure to the Board Members between this meeting and the next meeting. These are amendments to make the Rules of Procedure consistent with Florida Law and recommended to the various CDD 's that he represents that they implement on their Rules of Procedure.

Consideration of Resolution 2021-01, Setting Public Hearing for Revised Rules of Procedure

A discussion took place regarding the Public Hearing for the Revised Rules of Procedure.

On MOTION by Ms. Tondi, seconded by Mr. Martin, with all those in favor, the Board approved Resolution 2021-01, Setting Public Hearing for Revised Rules of Procedure for April 23, 2021 at 1:00 p.m. at this location.

**Review & Consideration of PFM
Financial Advisors, LLC
Agreement**

Mr. Plenzler reviewed the agreement for the Board. Ms. Tondi stated she thinks the Board needs to meet and discuss this in a workshop. District staff explained it has no budget impact and it puts an agreement in place in the event the District needs to use it and it will not be acted upon unless the Board agrees to it. Ms. Carvalho explained that this agreement specifically pertains to if and when there is a potential for bond restructuring and or subsequent bond issuance. Ms. Carvalho stated she cannot give financial advice to the District and Mr. Plenzler won't be able to provide it without this agreement in place. There is no cost involved unless there is a bond restructuring and or subsequent bond issuance.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved PFM Financial Advisors, LLC Agreement.

**Review & Consideration of
Purchasing Barcodes and
Amenity Cards**

Mr. Skinner asked the Board to approve the purchasing of the barcodes and Amenity cards as the District is getting low on stock. Mr. Skinner stated he receives requests to purchase new barcodes and cards. He noted the cards are sold for \$25.00 each to residents but the systems pay for itself. Mr. Skinner suggested getting 100 barcodes and when it gets to a certain point he will go and order again.

On MOTION by Mr. White, seconded by Mr. Martin, with all those in favor, the Board authorized Mr. Skinner to purchase barcodes and amenity cards as needed.

**Ratification of Termination Letter
to Securitas Security Services
USA, Inc.**

The District, per the last meeting in November, sent out the termination letter to Securitas. The termination letter was dated December 28th, 2020. Their final service to the District is through January 31, 2021.

The District has an agreement to bring in Advanced Security Specialist & Consulting, LLC and replace or add some security cameras. Those items are being done within the confines of the Budget for Fiscal Year 2021. Ms. Carvalho requested a motion to ratify the Termination Letter to Securitas Security Services USA, Inc.

On MOTION by Mr. Martin, seconded by Mr. White, with all those in favor, the Board ratified the Termination Letter to Securitas Security Services USA, Inc.

**Review & Consideration of the
Advanced Security Specialist &
Consulting LLC Agreement**

The Board reviewed the Advanced Security Specialist & Consulting, LLC Agreement. Ms. Tondi stated that this contract does not have the vendor's phone number and all contracts should have the phone number and a means of contact, Further she stated that all District contracts should have full disclosure of contact information. Mr. Haber replied the Board could approve the contract subject to the contractor providing their phone number. Mr. Veazey confirmed that on Exhibit A of the contract does have the vendors phone number.

Ms. Carvalho asked the Board how they want to address other contracts that do not have phone numbers. Mr. Haber suggested that this request should be included on contract going forward prior to the Board considering for approval.

On MOTION by Mr. White, seconded by Mr. Martin, with all those in favor, the Board approved the Advanced Security Specialist & Consulting, LLC Agreement as presented.

Ms. Tondi requested that all contracts be complete with dates and signatures and a workshop to be scheduled for such review of contracts for services in the community.

On MOTION by Mr. White, seconded by Ms. Martin, with all those in favor, the Board approved that all future contracts would have contact information for those vendors that are providing services.

Review & Consideration of the TEKwave Solutions for Computer & Accessories

Mr. White stated the Board does not need to discuss this because the District owns the equipment. No action was necessary for the Board to take on this item.

Review & Discussion Pertaining to Existing Contracts

Ms. Tondi reviewed this item for the Board. She requested proper dates, signatures, and contact information be on every contract. She requested a breakdown of the \$170,000.00 fee to Leland Management, Inc. She requested that timecards from the employees be provided to the District. She previously requested a workshop for the Board to discuss all its contracts and costs. A lengthy discussion took place between the Board and District staff.

Ms. Carvalho asked Mr. Skinner to confirm Leland's time at the Amenity Center. He confirmed they are on site 40 hours per week. The maintenance person works 8:00 a.m. – 5:00 p.m. The Amenity Center is open Tuesday – Thursday from 12:00 – 5:00 p.m. If there is an event at the Amenity Center the hours will vary for that week. Ms. Tondi requested that the verification via timecard needs to be submitted for proof of payment. She requested a workshop to discuss.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved a review of Management of Facilities at Amenity Center and authorize Ms. Tondi to interact with Leland Management, Inc. and report back to the Board at the next workshop.

Review & Discussion of Scheduling Future Workshops & Board Compensation

The Board held a workshop two weeks ago and every Board Member who attended will be compensated. There was discussion offline about future workshops and how many the Board should hold. The FY 2021 Budget supports four meetings where the Board Members are being compensated. Mr. White suggested that for the workshops each Board Member waive compensation but asked the other Board Members to speak for themselves.

Mr. White, Mr. Martin, Mr. Kounoupas waived compensation for workshop meetings. Ms. Tondi is willing to put her payment off until the end of Fiscal Year 2021 and if there is money in the Supervisor Fee line item at the end of the year; she would like to be compensated accordingly. Board Member asked about the compensation is for Board Meeting and Workshop. Mr. Haber confirmed the payments contemplated by Chapter 190 are for attendance at any meeting which includes the Board of Supervisors meetings and workshop meetings

A discussion took place about how many workshops to hold and when. A suggestion was made to have a workshop one month prior to a scheduled Board of Supervisors Meeting and an additional Workshop 2 weeks prior to each Board Meeting.

Mr. Martin left the meeting in progress at 2:34 p.m. and will join via phone. Quorum was still established with 3 out of 5 Board Members present.

On MOTION by Mr. Haas, seconded by Mr. Kounoupas, with all those in favor, the Board approved noticing the March and April Workshops and a second notice for the June and July Workshops.

Review of Homeowner Email from Workshop Meeting on January 11, 2021

Ms. Carvalho discussed the means of communication going forward between the District and homeowners. Ms. Carvalho looked into potential software with Leland for work orders. Leland does not have that capability because the District is a public entity so having a private system for work orders is not permitted.

She asked the District Manager's website host if there is an interactive type of documentation that can be put on the website. The CDD website is a public entity and the website is designed for a depository of information it is not intended or meant to be interactive. Mr. Haber stated it could be ok to have such information on the website but converting that information to be an ADA compliant may be cost prohibited.

Ms. Carvalho suggested PFM create and maintain a tracking sheet for outstanding items pertaining to the District. Mr. White suggested putting together an excel spreadsheet and talking to the POA/HOA about it. Ms. Tondi will take this issue up with the POA when she meets with them on the other issues. Ms. Carvalho will work on something and share it with Mr. White.

Discussion Pertaining Holiday Decorations Contract

A discussion took place about the Holiday Decorations Contract. The lights were supposed to be installed Thanksgiving weekend and they were not installed until December 17, 2020. This District was going to send a letter to the vendor stating that they had no intention of paying the second half of the contract due to their negligence however the contract was paid in full. Ms. Carvalho stated other Districts with the same vendor sent a letter requesting 50% refund due to not adhering to the timeframe and the vendor rejected the request of reimbursing the District for 50% of the cost.

Mr. Haber stated this District could file a suit in small claims court against the provider as an option. He did not recommend that option since the cost is nominal and the District can end up paying more in legal fees.

Ms. Carvalho stated that Beach CDD has not yet sent a letter to the vendor and suggested that they do so requesting 50% refund on the contract. The Board agreed to proceed and will access based on the result of the request.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the Board authorized PFM To write a letter to the vendor requesting 50% refund and making sure that it states they did the community a shameful injustice with the decoration.

Mr. Veazey suggested when the District approve the proposed Budget for Fiscal Year 2022 that they put more money in the line item for holiday decorations since for FY 2021 there were funds constraints with the Budget.

Discussion Pertaining the Guard House Maintenance

Ms. Tondi provided an overview of her Guard House Maintenance Proposal. She stated the following during the meeting into the record:

“Fence off the Guard House area clean and clear across from "snake pit" to water /lake areas with gates at the cross walks, with the potential to lock / key card use. Guard house needs to be able to do it's job: clean and clear out all the obstructing of visions shrubbery/debris... Window facing the Gate needs to be full view access to gate(s). Exit side of Guard house needs a sliding door w/walkway... to exit and take care of any potentially needs and HAVE vision onto that area at all times along with access. Move the call box to center semi-lane between residents entrance bar code lane & Guard gate, thus removing the eye sore, property value declining as a Resident named them "Tuscan Spikes". (Yes, they will have to yield a position in line due to not a full lane IF ICI/developer fails to make it full lane, as should have been from beginning and most definitely if it's going to create an issue over yielding). Move the Arm gate to gate area, thus creating and bringing back a turn around / exit area before gate entry, of which should NEVER have been denied access / the turn around possibility.”

She requested this proposal be sent to the Developer because there are ongoing issues at the gates.

Discussion Pertaining Alcohol at the Amenity Center

Ms. Tondi reviewed this item for the Board. Mr. White stated the District has a policy in place if somebody wants to schedule an event in which they want alcohol then security must be onsite. The CDD per his conversation with Mr. Haber does not have a written policy that requires Security from a CDD standpoint. The District must be consistent on their policies regarding this matter. He believes if security needs to be onsite for events involving alcohol that they also need to be onsite for social clubs involving alcohol which are coordinated at the Amenity Center. A discussion took place about the Amenity Center Policies.

Mr. Veazey discussed ICI's marketing events which are Broker events. Mr. Veazey proposed to the Board that they are committed to paying \$1,000 a month for events that they sponsor for the whole community to the District. District Manager will contact the insurance carrier about residents having alcohol in the clubhouse for gatherings and bring back this information to the next Board Meeting. Mr. White asked if the District could have alcohol without security on-site. Ms. Carvalho will ask both questions to the insurance carrier.

Mr. Veazey requested approval by the Board for ICI to continue their marketing events without paying the fee for the room rental however they are willing to contribute \$1,000 per month for events that they sponsor for the whole community.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board approved the ongoing ICI Marketing events without paying the \$750.00 room rental fee but instead ICI will pay per month \$1,000 contribution for Amenities Events of the District.

Ratification of Temporary Access Agreement

The Board reviewed the Temporary Access Agreement.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board ratified the Temporary Access Agreement.

Ratification of Wayne Automatic Fire Sprinklers, Inc Proposals

The Board reviewed the Wayne Automatic Fire Sprinklers, Inc. proposals. Ms. Carvalho explained that this service needed to be completed between Board meetings therefore it's on the agenda for ratification since the District Chairperson executed the proposals.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board ratified the Wayne Automatic Fire Sprinklers, Inc. Proposals.

**Consideration of Lake Doctors
Grass Carp Restock Proposal**

The Board reviewed Lake Doctors grass carp restock proposal.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved Lake Doctors Grass Carp Restock Proposal.

**Ratification of Payment
Authorizations 186-191**

The Board reviewed Payment Authorizations #186 through 191.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the payment authorizations #186 – 191 were ratify.

**Review of District Financial
Statements**

The Board reviewed the District's Financial Statements.

A question was asked if the District could negotiate price for utilities. Mr. Veazey discussed the Consumptive Use Permit and the potential to get wells to pump water from the ponds be installed in the community. Mr. Wild will work with Mr. Veazey to do some initial investigation of the Consumptive Use Permit and the possibility of drenching wells. He will bring a report to the Board at the next Board meeting. No action was required at this time.

Mr. White recommended a survey to be completed prior to the next meeting regarding the TV's on the exercise equipment and the potential to remove for cost savings for the District. Mr. Veazey will get a detail of the exercise room TV's and send it to Ms. Carvalho. He stated the cable for the TV's at the fitness center are not a big expense. Ms. Tondi would like to call a business meeting with herself and a representative of the cable company to renegotiate the District's contract. No action was taken in regard to this matter.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –

Mr. Haber reviewed the E-Verify system. It is required to include a provision in agreements going forward that states that the company with whom the District is doing business must have a system in place to verify that their employees are confirmed through the E-Verify system that they are eligible to be employed in the United States. Ms. Carvalho noted PFM has proceeded with filing the District's application and at the next meeting Board Meeting there will be a certificate generated that confirms the District E-Verify. Mr. Haber will review and include the provision and the District's vendors will have to register for E-Verify for any future contracts.

Mr. Veazey reported the Developer is getting ready to record the second plat of the new parcel and he requested Board action to sign the plat and it will dedicate any of the common areas to the CDD. Mr. Haber stated the rights-of-way, common areas, open space, stormwater management facilities to the extent they are not included in lots, park tracts, conservation areas, and drainage tracts will be dedicated to the CDD.

The plat gets recorded in the public records and it subdivides the property into the various tracts that are identified on the property. The CDD will own the real estate of the areas previously mentioned upon the execution and approval of the plat by the City of Jacksonville. A Board will designate the Chair to review the plat with the District Engineer and District Counsel to make sure the items being conveyed to the CDD are consistent with what was anticipated to be owned by the CDD and authorize them to sign the plat on the CDD's behalf. Mr. Haber reviewed and recommended approval by the Board.

On MOTION by Mr. Kounoupas, seconded by Ms. Tondi, with all those in favor, the Board authorized Chair to review the plat with the District Engineer and District Counsel to make sure the items being conveyed to the CDD are consistent with what was anticipated to be owned by the CDD and authorize them to sign the plat on the CDD's behalf.

District Engineer – No Report

District Manager – Ms. Carvalho explained the District will proceed with the workshops as discussed and approved today. The next Board meeting is scheduled for April 23, 2021 in which this meeting the Board will be reviewed the Proposed Budget FY 2022.

In the agenda packet it was discussed at the previous workshop about including a chart to outline the difference between the CDD and the HOA. The responsibilities and contact information. Ms. Carvalho, Mr. Skinner, and Mr. Haber put together the chart. It will be posted on the District website and bulletin board. Ms. Tondi asked Ms. Carvalho to include the information outlined in the email she sent this morning. Ms. Tondi asked if streetlights and sewers are the responsibility of the District. Mr. Veazey stated the streetlights were purchased from JEA and maintain them at no cost to the District and any resident can contact JEA to have a streetlight repaired. Mr. Veazey stated there is a section in the document for JEA that discusses water and sewer and the section about streetlights can be added to that.

Ms. Tondi had questions regarding the assessments. Mr. Haber discussed the difference between the Debt Service

and O & M Assessments. She also asked if the District is public because public funds were used. Mr. Haber stated the District is a public entity regardless if it has bonds or not. The CDD is a unit of government and as a result, CDD improvements are public improvements. The Gates and the roadway are owned by the CDD, paid for by the CDD with the bonds that were issued so as long as those were paid for with bond proceeds and are owned by the CDD then those improvements will remain public. Ms. Tondi asked of any gated community has to maintain their own roadways. Mr. Veazey responded it depends on the municipality.

District Manager –

Mr. Skinner reviewed the Field Manager Report. The Landscaper gave a list of action items. The pool companies detailed all the chemical readings cool for that particular month. Lake Doctors included their report sheet

Mr. Skinner presented an invoice in the amount of \$1,436.63 from Leisure Creations for the parts and labors for the backs and seats of 20 chaise lounges in the pool deck.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas with all those in favor, the Board approved the invoice in the amount of \$1,436.63 from Leisure Creations for parts and labor to repair the backs and the seats of 20 chaise lounges.

Mr. Skinner presented an invoice from Southeast Fitness for the semi-annual maintenance of the machines in the amount of \$585.00.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved the invoice in the amount of \$585.00 from Southeast Fitness for the semi-annual maintenance of the machines.

Mr. Skinner stated Ken does the lifeguard training so the lifeguards can be certified. He has a lifeguard instruction certification in which the CDD paid for to ensure he could train lifeguards. The cost of that renewal is \$199.00.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board approved the renewal of the lifeguard instruction certification in the amount of \$199.00.

Mr. Skinner presented a proposal for reupholstery of 24 cushions for \$20 apiece for the total amount of \$4,800.00. A discussion took place. M. Tondi requested District staff get three quotes on items to ensure they are getting the best price.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board approved the reupholstery of 24 cushions for \$20 apiece for the total amount of \$4,800.00.

The cushions will be pulled and stored during the winter months.

Mr. White stated several trees on the streets are overtaking the lights and he asks who maintains that. Mr. Veazey will follow up on this item with the homebuilder.

Mr. Skinner requested authority from the Board to get an Amazon Prime account in the amount of \$120 per year. A discussion took place regarding the Amazon Prime account for the District.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board approved the purchase of Amazon Prime account for the District in the amount of \$120.00

Audience Comments and Supervisors Requests

Ms. Tondi requested a quarterly newsletter. The Board will discuss this further at the workshop.

Mr. Meredith asked if someone hits the gates is the District charging them or the homeowners. Mr. Veazey stated if they are caught and the District knows their identity then the person who caused the damage is charged.

Mr. Young asked about the arm going down and if it automatically goes back up when a car is under it. Mr. White stated no and it went down on his truck. A discussion took place about the training of the guards at the gate. Advanced Security is taking over and they are aware of the issues. Ms. Tondi asked for notes to be placed by the buttons for the gate so the guard has a better training view. A discussion took place about who is responsible for the gate arm. The District is responsible for maintaining the gate arm.

Mrs. Rosborough provided items of concern. She asked about resurfacing the tennis courts. Mr. Veazey stated the gentleman who built the courts passed away and Ken is currently getting proposals for that and will present it to the Board as a maintenance item. Ms. Tondi asked the District to look into the status of the original company who did the courts for the tennis court and basketball court.

Ms. Rosborough asked about the trees and shrubs behind the tennis courts where it floods. Mr. Veazey provided a proposal in the amount of \$1,271.00 for replacement of the hedges on the tennis courts. The Board wants to review the proposal and table this for now and will be discussed during the workshop.

Ms. Rosborough had concerns regarding the walkway to the tennis courts. Mr. Veazey stated he went to look at yesterday and it slopes down steep and noted heavy rains can cause it to wash out. It was pressure washed 6 months ago and he looked at it today before the meeting and it is clean and there is no washout. If the CDD wants him to bring back a price to do something he will but he doesn't think its an ongoing issue. Mr. White asked for this to be discussed at the workshop. A discussion took place regarding the potential set up of a work order spreadsheet which would track these requests.

A resident asked who the Fitness Center Manager is and if it has a manager. The Fitness Center does not have a manager. It would be the staff that is on site at the Amenity Center.

Mr. White provided some closing remarks. The additional security cameras will be installed around the first of the month. They will be on the basketball courts, tennis courts, and all the other areas being incorporated. The District needs to provide communication that tells everyone in the community that the District will not accommodate those who refuse to put a sticker on their car. The District needs every resident to get their sticker on their car as soon as possible.

FOURTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the January 22, 2021 Beach Community Development District Board of Supervisors meeting was adjourned at 4:48 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DRAFT

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the March 18, 2021
Special Board of Supervisors' Workshop
Meeting

MINUTES OF MEETING

BEACH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' WORKSHOP MEETING MINUTES

Thursday, March 18, 2021

5:00 p.m.

12788 Meritage Blvd. Jacksonville, FL 32246

Board Members Present:

Maria Tondi
Stephen Kounoupas
Chris White

Also present:

7 Residents: Katie Kendig, Greg & Karen Young, Todd Dilley, Jeffrey Pincus, Becky Farinella & Robert Renn

- Residents stressed concerns over the failure of meeting notifications and time choices. They want email blasts, calendar input and day of email reminders. Meeting start times of between 6 and 7, more consideration for what works for the resident. The hours in which the amenity center is open for business. And, Community reserves fund.
- Chair, (Chris White) and Assistant Secretary, (Marie Tondi) disagreed over the approach to workshops and the Chair made an executive call on the order of the meeting. Chair requested Agenda items and notified board we would meet with security at 6:00 meet Jake/Advanced security at the Gate house. Maria argues that fact, that since there is no allowable board communication unless at workshops or meetings, how did he expect to get agenda items, if he failed to instruct PFM, or follow-up with them if he did so instruct? Chair indicates in future meetings we will send out request for meeting topics in advance, as we did in January's workshop. Maria also argues the fact that workshops are for the board members to present and work thru, with no time limits to get the BOS job done, furthermore workshops are not quorum required, therefore any BOS can leave at any time, does not mean the workshop needs to end and if we had the right people in the right positions BOS should not have to be spending this kind of time, further questioning Chairs reasons for not putting change of District and/or Field management on the table when he held prior board seat of 2+ years regardless of his feelings of board seat odds.... Chair indicated all meetings will have a time limit and that we will do better job managing all of the work in chunks, additionally this meeting was communicated in advance to have a 2 hour meeting limit. Furthermore, Chair, felt it was to soon to change Field Managers and wanted to observe their response to a resident controlled board.
- After conducting a review with Leland, (Field Manager), the Board may request different operating hours for the Amenity Center, with consideration on little overlap of employee work time
- Stephen suggests to set in place no less than yearly reviews of all staff, including management companies.
- Board needs to put in a place a process to review supplier contracts, the outcome may reveal a need to renegotiate or enter into an RFP, (Request for Proposal), from competitive companies.

- Maria's finding concern with the \$90,000 HOA budget was based upon collecting \$90 from 1,000 households (which do not yet exist). She further noted the HOA does not collect monies from ICI as they do for CDD fees. This budget was set in place in 2015 and has not been based on actual costs, thus false information. As a concerned Resident & more importantly State Employee, BOS Board Official Maria finds it unethical if not perhaps even illegal that with such knowledge of as a state official could cause BOS position implications and also leaves a concern for the work ethics of Leland Management / HOA, and expresses concerns as to why no other board member or Management company has found this, or have they? Chair, Chris has no such awareness. When met with Mike & Jesse, Mike advised Jesse going forward to make the budget with actual figures, after they both advised Maria that those numbers were and have just been numbers chosen from Day one in 2015 to use, and that basically the budget pays for an insurance policy, accountant, legal & professional fees and some other misc.... Maria stresses that HOA is not a valid Budget, HOA and CDD need to only accept & operate solely off of accurate Budget funds (accurate home counts) and while on such subject of home counts > HOA & CDD need to work off of same numbers that the CDD uses for housing / lot projections of 948, not 1000 for all other matters. It was unclear as to whether or not Maria was speaking of CDD related topic or a POA/ HOA; therefore, Board Chair, Chris and Stephen questioned where Maria got such Budget figures, copy of and where the numbers and information are coming from? Maria advises that all residents are sent the annual HOA Budget and Board members should be familiar with such information. Chairmen advise several time in this discussion that this is not CDD related topic and that the Tamaya Residential POA is a separate entity with no accountability to the Beach CDD.
- Resident Robert Renn stating FI. Statue and reminder to the board of BOS duty and obligations . Again, the Chairmen indicated to Mr Renn that this is not a CDD topic and Residents have every bit to be concerned; however, Beach CDD is not the group to address this issue with.
- In reference to the Resident inquiry and promise from last meeting RE alcohol at Amenity Center Maria requested a copy of the CDD insurance policy, upon her receipt and review thus causing concern for lack of coverage, contacted the insurance co. only to find out Maria was sent by Tamaya CDD management Co./ PFM the Proposal copy only, Egis sent full copy where full conversation and review of the policy and questioning was had. Summary: It was confirmed that the District's insurance policy excludes coverage for Liquor Liability claims; however, the exclusion only applies if the District is in the business of manufacturing, distributing, serving or furnishing alcoholic beverages. In other words, if the residents bring their own alcohol and the District is not involved in serving or selling the drinks, then the District would have coverage under the policy. There is nothing in the policy that would restrict a District from hosting or allowing BYOB events on CDD property. However, it is strongly recommended that District take steps to limit their liability exposure by having rules in place that govern alcohol consumption on CDD property and promote responsible habits > Of which was found in place when the insurance company came out and did their review as per copy supplied to Maria also, and at such policy placing time to PFM.
- Maria with such full insurance policy copy had taken the liberty to have another reputable Insurance advisor that she personal uses for all her business and personal insurances review the policy... Cole's reporting was found that we hold a sound, solid and Fair priced policy.

- There was discussion regarding the PFM and Leland - do they effectively provide what is needed for the well-being of Tamaya and its residents. No action planned at the moment outside of doing an review with both companies.
- Discussion was had and brought up by residents on the conflict of interests between Company's and staff. We need a full account of family members working for each other.
- Residents ask what is being done about the open areas that anyone can still come in, especially back in the new phase under construction. What will be done? board was unable to offer any opinion at such time.
- Maria requested figures from PFM management accounting dept on expenses paid to the Management Company's since day one in the hopes of Budget and expense review for the entire board to gain knowledge of:
 - * Initial CDD management Co. was Fishkind commencing in 3/28/2011-9/30/2019 paid \$184,247.82 SWITCHED Company's. Basically, are they one in the same thru acquisition?
<https://www.bizjournals.com/orlando/news/2019/02/06/fishkind-associates-sold-to-philadelphia-firm.html>
 - *PFM Management 3/14/2019 to request date 2/11/2021 \$78,782.63 Concern: why do we have overlapping payment dates? AND what are the \$1500 & \$4500 Dissemination fee's, that board has been signing off on? *Leland Management Commencing 2015 (a time we had no amenities yet) 1/27/2021 paid \$802,843.81
 Dates are not in chronological order, it Appears that in 2015 \$4392, 2016 \$5364 increasing from there, with an annual average of \$198,246.95 paid to Leland Mgmt. Requesting new reports in chronologic Date order with a per year total for most accurate calculations & awaiting PFM reply on Dissemination fees. Chair, Chris had no recollection of what these \$1500.00 now \$4500.00 quarterly fees are for that such payment has been signed off on, he will also inquire on
- And, the same 12/4/2020 Payment Authorizations report paid \$29,565.44 for Landscape, if we do not get a grip on our budget where is this going to lead us into, as we are a little over half built out? RESIDENT Katie asked what are the projections for completion date? Chair says he believes we need to factor that we are about ½ there at 7 years into it.
- Maria argues the fact that not allowing for further entry of her findings/report by Chair, Chris was not fair, as so did the resident attendee's by speaking up to the fact such need to be presented, heard, known... however Since Chair had made a 6:00 appointment at gate house with Jake phoning as time was now after 6... reporting's were not completed. Chair indicated that we will not solve all of the community's issues in a meeting and that we need to address some of these topics overtime.
- Resident, Jeffrey Pincus, is requesting CDD help with tree, water & landscaping issues on Ostia as he states after 6 months of complaints, Leland Management (Jesse Skinner) has failed to handle the problem. Chris White advised him to IM him on FB with his address and he will meet with him to see the concern. Resident, Becky Farinella, says they have similar issues on Tartus and she will gladly share her information with them; as ICI finally appears to be stepping up after those residents have had to take alternative action including the City water treatment division. AND
- Resident, Jeffrey Pincus, has health concerns for the children and requests a cover for the Amenity Center Play Area; and consideration given to more playgrounds installed on area park grounds. Resident, Robert Renn, suggested ICI needs to be approached as this should have been included initially. Chris White stated that ICI, or more likely the Sales Center will be approached for the possible provision of such request.

- Chairmen indicated he was working on a survey to go out to the community regarding some key issues and priorities.
- Resident Robert Renn asks, with the Insurance approval & report of BYOB allowable Alcohol, residents can now enjoy their recreational Center with such... Chair, Chris responds No. Maria responds this is a workshop, therefore this subject is not a closed subject, as she believes should never have been an issue to begin with.

6:30 Clubhouse meeting adjourned and relocated to Guard gate house

6:38 Guard House meeting called to order, where all 3 board members and resident Robert Renn met with Jake from Advanced Security

- Review was given on operation of the new system & cameras. One monitor was unknowingly taken, a flashlight missing, and the placement of new TV monitor was not installed in proper place. Maria Tondi commented that contracts & agreements need to be fulfilled properly... Supervision of such should have occurred. Chris White asked Jake to make the calls to the installer stating the problems. There will be a meeting scheduled with Jake, Chris White and Jesse Skinner to establish a clear understanding going forward of Guard House operations & expectations.
 - Various presentations and discussion had, including that of a new turn around, closer per say from BOS Stephen
 - Discussion was had and reviewed on Speed bumps at the Gate arm. Maria still feels the arm should be moved closer to Gate, as a good example of the operations at Wolf Creek off of Beach Blvd.
 - Potential alternatives for the Guest Entrance road direction were discussed, including the potential use/installment of more of the same rubber sticks that are currently between the 2 resident entry lanes. Maria Tondi reminded the Board members that numerous residents find them to be an eyesore and detract from our community entry, and they have been named the "Tuscan stick eye sore"
 - Concluded with a decision to get estimates on speed bump before and after gate to mitigate tail gating, estimate on poles to divert traffic out of community, tag reader in residential lane, and purchase new rack for mounting of security camera screen.
 - Talk of 24/7 gate closure. Maria questioned if there was anything in Covenants, Bylaws... that could stop Tamaya from being a 24/7 gated community prior to developer completion? Chair, Chris states No, absolutely not. Therefore, the only issue would be funding for 24/7 coverage.
 - TEK system operation were reviewed, showing board the card/label, it gives to longer term approved guests and daily substantial amount of takeout food deliveries (to be presented for scanning on reentry's) to help alleviate the back flow at gate entry. HOWEVER, this will only be most effective if residents utilize it fully and properly. Reminder we are just over 50% in housing, this will only increase, as all things.
 - Investigate a Tag reader for Resident Lane, in hopes to help with the sad fact that over 40% of residents are not utilizing their gate entry auto sticker to gain gate entry and are back flowing the guest gate house guard entry by residents coming thru the guard house to enter verses utilizing a resident auto sticker.

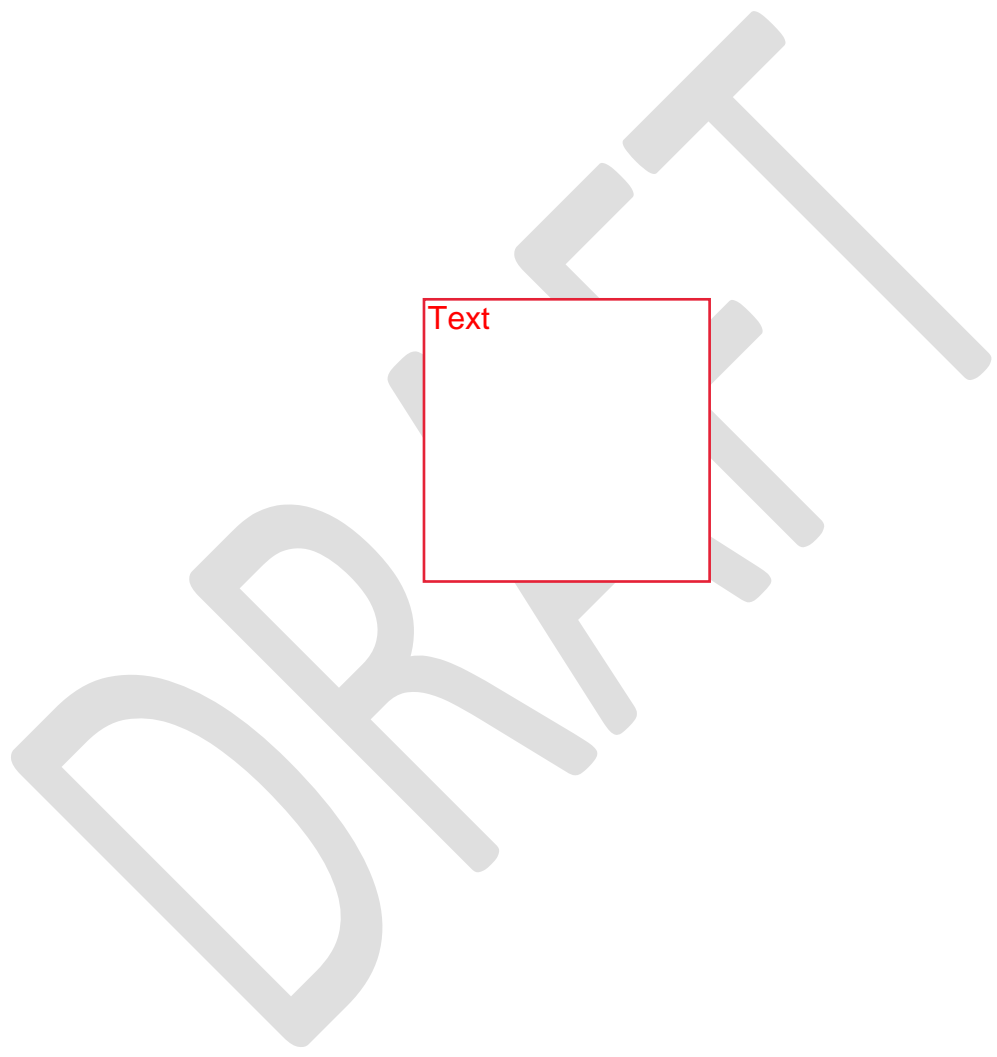
- Chair, Chris wants ICI to take care of Street cleaning, especially on Meritage.

Meeting was adjourned at 7:45 PM

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Text



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the April 8, 2021
Special Board of Supervisors' Workshop
Meeting

April 8, 2021 Beach CDD BOS workshop

Meeting called to order @ 5:30 pm

Attending BOS: Maria Tondi, Chris White & Stephen Kounoupas

Residents: approx. 30 in attendance, list attached of those who did sign in, some did not.

Chair, Chris attempted to call into District mgr. to verify their attending as the agenda led so to believe and question; no answer. Phone system was not set into operations, Chair set his phone to record meeting.

Chair Chris, reviewed workshop format as per agenda outline

Public / resident comments: (known resident names will be used where known, sorry for others, new comers were, are not yet known/recognized > at meeting end is when Chair, Chris realized his phone failed to record, therefor unable to gather such from any recording)

Husband & Wife Requesting the Lift of Mask requirement in light of new restrictions lifted... A hand up role call was done with 100% of attending audience agreeing to lift/remove the required wear mask on property. Outcome: to be finalized at next April BOS meeting, with the understanding that attending residents feel that anyone wishing to attend amenity areas have a choice to be there, wearing mask or not and keep their own social distance choice by knowing who they wish to yes or no sit/stand by. Furthermore, all have a choice to be vaccinated, thus helping in such virus concerns.

Gentlemen, introduced wife are new resident of a few weeks > Limit of 4 guests creates an issue when families gather, coming from out of town. Family should not necessarily be considered Guest, they asked that a best way to handle this be found, so that people do not need to sneak in... Requesting a #'s tweak and policy exception for such. Audience agreed... Chair, Chris commented on the actual resident usage can make a difference on some days, but he is hopeful staff understands that if doing a pool spot check, but mater will be further looked into.

Lap Pool VS Children's pool > issue being kids fail to move out of the way of a lap swimmer, adults do tend to move out of way. Children need to be directed of rules and asked to consider using the children's pool to help alleviate the issue. Make this an ongoing notification reminder

Greig Young: Guard Shack / Gate is a great concern regarding the facts that Jake / Advanced Security fails to have the access he needs to his job properly, and the non-return of the missing monitor, and positioning of the new install...

David Schiller: Has a great concern about one gate entry, what is being and will be done about it? Developer needs to be immediately addressed on this matter as there is already an issue and barely 50% built out. Open up the original entry for resident bar code entry only or what area? Many residents chimed in > what will be the resolution? Action needed now while much of the areas are still open.

Speaking of open areas > Gentleman VERY upset of the now going up Cream color Plastic Fence up at the construction entrance area, who is putting it up, ICI? Is it permanent? Does not appreciate that kind of Quality for the Tamaya community, not a representation on what he felt he was not long ago sold into, and especially when the HOA wants to send him letters about a trash can... Numerous audience comments to poor communications, quality, what forthcoming responses will more than likely be coming from ICI, Mr. Mike V... Replacement of management company(s)... Comments continued. Mr. Putnam stated he was on a board for 15+ years, made as many as 4 changes in a row until he found the one that knew how to communicate, have respect for board members as well as residents... BOS Maria, stated that she has heard from 2 resident attorneys and spoken to 2 non-resident attorneys, 3 of the 4 have used the same term "get out of Bed with those who are/were in bed with a developer board, you are a resident board and it is advised that you move on" ... Audience Yes, clapping.

David Putnam: issue on Taurus rd., the Preserve Conservation issue continues to create numerous issues, including mosquito's, smells, swamp lands... His numerous contacts with the City send him right back to ICI. Chair, Chris has agreed to meet with him for more detail after meeting.

Bil Rydquist: Concerned over the fact that residents were not notified of the open board seat nor have any say/vote in the replacement of. He would like to see the By-laws that reflect back to how and why such has been done, versus the known State standard. Chair, Chris stated that a resignation can be replaced by a BOS recommendation, as Mr. Shayne Martin so did in his resignation and Chair himself also had one in mind, along with one self-admit BOS seat desire and an actual end of term are the seats of which residents can put in for... Lengthy discussion, residents feel that unfair; Chair says he will make no apologies for how things were done, perhaps can be looked into differently for future. BOS Chris & Stephen made inquiries on how the one who self-applied knew of the opening... Audience spoke up of many of them knowing, friends w/Shayne... BOS Maria, said that as she previously reported numerous inquiries were made to her if the resignation was true & left a seat opening and her response was Yes, and when such resignation notice was sent to BOS from District mgr., she made inquiry to DM on how this replacement procedure would take place, response was "we await Chair advisement", she knew nothing further. To answer BOS Stephen's inquiry on if Maria made direct contact with Jim Kendig for board seat, she replied No, when she was approached and

asked, she told them what she had to do thru the Board of elections for the seat assuming same need to be done. Maria stated that she felt & feels it unfair that the residents had no communications sent to them on the seat resignation advisement at such time, and feels it unfair that whomever wishing to take a seat was never given the opportunity by such advisement. Audience Clapped. BOS Stephen, requested that BOS be presented with a resume/BIO of sort of those wishing to take seat, he does not feel BOS should be asked to Vote one in not knowing about them... Chair, Chris said that he would ask District to make such request.

BOS working: NOTE: when I refer to Leland AKA Jesse

Maria asked Chair: Chris when his intentions were to share with the BOS on what he and perhaps now resigned Shayne Martin would share their thoughts on the concerns and matters that when they held seats on predominately developer board that they were not necessarily on agreement with that we the now predominately resident board can work on, change? One example Maria gave > The ICI/Developer selling of land to others such as the Apartments & Sprouts Shopping Center that has left us the residents to pay for their Tamaya Blvd. maintenance fees, unfair and can this matter be changed, what was in the selling contract and do we have copy of them? Chair, Chris replied he does not have the recollection of sale specifics, good question, let's make sure it is addressed at the next meeting, as District Council Wes will be on that call to answer. And, let's set it for next workshop to address any other as per Maria's request. Maria agreed that would be good as the new BOS will be on board and hear it as well.

Chris: **Estimates** are being done on replacing the sticks at entry... Maria, states that at just perhaps at most 18 months old, this kind of ongoing replacement is not cost effective, along with keeping in mind that many residents have already expressed their concern on the eye soreness of them in general. Maria states again, at ICI/developers expense the arm gate needs to moved up closer to the actual gate, thus re-opening the turn around area to safely get unauthorized vehicles out of the way. And, yes that area needs to be blocked off, perhaps consideration needs to be given to removing the "Tuscan Sticks" & replace with a smaller arm gate, only to be opened as needed for wider vehicles legally entering. Audience agreed.

Chris: Mike V. has suggested that before **speed bumps are installed at gate area**, that as soon (yet, unknown when) two yellow caution/ slow down indicating stripes be added once Developer has repaved that area, CDD/Residents to pay for the stripes, less costly to do so at such time. Maria, sates that the cost of such paint is minimal and can done by putting down two boards for line formation and paint in between as she had done in another community

where she held a board position, there is no need to wait, do it now see if such plan will help/ even work, still suggesting that the gate arm be moved closer asap by developer.

Maria: **Contract Reviews and re-negotiations** > as our contract with DM/PFM states such is included. DM has advised Maria that such is not done without direction from the board. Maria asked for the last time such has been done? DM Vivian advised Maria, never as the board not ever requested it and that contracts are for one year, with an anytime 30-day termination notice. Maria specifically asked that due to the numerous incoming bills from AT&T/Comcast? provider, that negotiation be made with them on a package deal covering all of our needs, as now being billed for. DM/Vivian re-advised; such direction would be needed from the board. Maria, questioned Chris on his previous statement of \$700 for the TV's on Gym equipment, where did that figure come from? he stated Mike V. of which in further conversation with Mr. Veazey such was not totally accurate. Maria suggestively advised that billing matters be directed to provider or DM accepting the bills for payment, of which Maria has made clear in past all bills need specifics/proof/accountability prior to DM submission of payment approval, and that with the many hats Mike V. is wearing not only for Tamaya but other communities, we not rely on the proven fact that we the residents of Tamaya are often miss guided, quoted and understood by Mike V.

Maria: Questioned the **\$295 TEK system monthly payment** which is \$3540. annually, if we own the equipment why do we have a monthly fee? Chris stated that this was a software license. Maria stated as for my business I use QuickBooks of which can be a purchased program or monthly leased license per say, does TEK have this option, what is the programs purchase price? Chris will look into the potential option and cost of.

Maria: **Leland Management IT Rental Agreement** (copy's given/requested) the \$665 monthly fee which is \$7980. Annually (5 years = \$39,900.) with laptops & computers having an average life span of 5 years, and with further inquiry from Leland on IT tech. support > reply was one example was 30 min. of IT time was used for password change, and asked Chris what the \$40 p/month Phone & phone service fee was for, is it not one of the phones were are already paying for on one of the utility bills I questioned before? Unknown. Asking Chris > the Lifestyle Coordinator Job description states a duty of "web sites updates and Social Media", and Christina told me that she has IT do it as she needs it. I ask BOS for attention to possible charges by Leland to do IT items for us that may require an additional fee, when it appears that perhaps the 10 hours of IT time included on contract is being used up by needs described above, and 30 minutes to change a password? Maria suggests that at this cost, it be looked into CDD Purchasing equipment... at a quick glance, it looks like that CDD ownership can be had at a fraction of the rental cost

Maria: **The Beach CDD Public & Private entity chart.** When Maria requested the Chart update, DM/Vivian replied “attached is the final version of the chart which is also located on the District Website”. Maria asks that when any such “mission accomplished” matters are fulfilled by management co(s) that such info be sent out to whomever it affects... In this matter the residents requested it, DM did it per boards request and unknowing to myself and other BOS & residents, this chart was not advised to us as completed. Maria asks that going forward immediate advisement be sent to all with the attachment and also if applicable any Link to where it can be located. The request for this type of commucnaitions(s) is being asked of PFM and Leland, a set standard of expectations, without having to be asked for it or to be done. BOS agreed. Chris will be requesting his unreceived or perhaps over looked copy of chart, and maybe asking for some changes to it

Maria : **Surveys,** Dec. 2020 Survey done Chart copy's / email has been requested to be BOS available, as Maria took the received agenda to be the procedure in place for workshop, which included the attending of PFM... as noted at beginning; Chris was attempting to make DM contact for clarity. 834 survey emails went out with 88 submissions. Maria feels that this barely 10% response is poor and asks Leland/Staff if more thought needs to be given captive subject lines, telling them that their response could help make better decisions for Tamaya and email reminders/not just one to submit the survey w/it always re-attached to the reminder. Leland has agreed to CONSIDER this going forward. Maria asks that Leland not just consider but start acting for the good of the Community and directive respect. Fuller review had, noting Leland's pushback on doing surveys, Chris > “they will do what we ask, surveys will be done”

Maria: Reporting back on Web site **Link for resident Work Order** Link, such to make requests and follow-up on, for better future communication. (email requested for BOS viewing) Chris states he has not received any such creation of from DM/PFM, will follow-up. Leland states that once this is ready this is how it can, will work > **The Beach CDD would need to provide the weblink that can be directed back to their website for the work order sheet since they are maintaining it. Tamaya Residential HOA has no issue with a redirect link back to the CDD website being placed on the HOA website. Please remember, Tamaya Residential HOA and Beach CDD are two different Associations. In the end, you would not want to confuse residents on which website to visit.** Jesse Skinner, CMCA, Divisional Director - Northeast, FL

Maria states that we pay both of these companies to manage us, they need to work with each other directly to accomplish this past due task.

Maria: Workshops > Maria advised BOS that she too has sought council's advisement on the allowable topics of discussion at workshops and the HOA Budget, further advising that Council,

Wes will speak more on topic at meeting, was permissible yet, perhaps using more wording to the quality of their work causes concern for the CDD... Stephen attempted to clarify for Chris my attempts on this matter are for all, and BOS to pay attention to the quality of work and numbers were are getting from Leland Management in the work they do for CDD... Leland should be working with the same #'s as does the Developer for the CDD.

And, this email sent to Maria received by DM / Vivian is also found by Council to be inaccurate... as at a workshop meeting if board chooses to speak of a ball game, they can...

Maria finds it also disrespectfully offensive, along with ill-advisement as so told to Counsel.

Sent: Tue, Mar 23, 2021 10:41 am

Subject: RE: HOA Budget Re: Agenda item for Meeting, thank you

Maria,

The HOA does not follow the same process as the CDD. Furthermore, in a CDD forum of workshop and or Board Meeting it is not appropriate to discuss HOA matters pertaining to the Budget and or Architectural Review concerns. The HOA is a separate entity and those type of questions and or concerns needs to be addressed to the HOA.

So again, the purpose of the workshop is to address matters pertaining to the CDD only.

Thanks, Vivian Carvalho District Manager

Maria: Workshop start times. BOS agrees that later start times are Ok, Chris says he is good for any start time up to 7. Stephen has no issues, and Maria feels 6:15 or 6:30 may be best. Time needs to be set for DM to make future advisements as needed

Chair, Chris States that all these items are items for Maria to keep on hand, not his now priority as he feels that since 40-50% of the budget relates to Landscaping and JEA Water, he is working on trying to find other means of water usage, such as dig & wells. And, that the new landscape company has not turned out to be better than the one they replaced.

Audience > "every Dollar counts and adds up". Greig Young advised Chris to get more quotes for landscape replacement, what's the wait to do so? Maria advises that BOS get a resident Landscape committee in place asap to report weekly or bi-weekly findings of landscape issues, a committee can help Leland/Mike V. hold the landscape company more accountable for their work by being able to time needed in varying work done or not, quality of. Maria also advises Chris to make contact with JEA as they offer free consultations and reviews of the property and needs, they are all about water conservation, therefor their Free consultation needs to be sought. Robert Renn states that Maria is right, as she stated from the beginning this is a multimillion-dollar business that needs to be run, Maria appears to be getting continuous push back from DM, Vivian... and Mr. Renn also suggests that as the residents await a work order link, such should also be put into effect, consideration of BOS requests to management companies, their own link to track progress... Chair, Chris states that as budget gets rolled at the meeting, we will see an increase in PFM's fee, due mainly to the fact that Maria has been making so many requests of them. Maria states, so I am understanding you to say that a BOS

doing their job for the community and requesting info, much of which should be automatic and not even have to be requested, or reminded to them to send, such as the payments and such as a copy of all contracts and agreements, of which I have received perhaps nine of them, and not all accurate ones > is allot to ask of a company? Audience > that is their obligation to the BOS. Chair, Chris states that there are way more than 9 contracts. Maria states, oh great I don't even get all of what I request, no surprise same goes for the bill pays. AUDIENCE is shooting comment after comment, with resident stating replace them...

Meeting Concluded at 7:47 pm

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Public Hearing on the Adopting Revised Rules
of Procedure

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Beach Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

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

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of April 2021.

ATTEST:

**BEACH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Beach Community Development District
Board of Supervisors

FROM: Wesley S. Haber

RE: Updated Provisions of the District's Rules of Procedure

DATE: January 8, 2020

Please find attached to this memorandum an updated version of the Beach Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at wesh@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-07, Approving
a Preliminary Budget for Fiscal Year 2022 and
Setting a Public Hearing Date
[Suggested Date, July 23, 2021]

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 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 Beach Community Development District (“**District**”) prior to June 15, 2021, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); 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 BEACH COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 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: _____, 2021

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Duval County and City of Jacksonville 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 23rd DAY OF APRIL, 2021.

ATTEST:

**BEACH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary _____

By: _____
Its: _____

Exhibit A: FY 2021/2022 Proposed Budget

EXHIBIT A
Beach Community Development District
Proposed Fiscal Year 2022 Annual Operations & Maintenance Budget

	Actual Through 03/31/21	Anticipated Apr - Sept.	Anticipated FY 2021 Total	Adopted FY 2021 Budget	Proposed FY 2022 Budget
Revenues					
Assessments	\$1,103,328.28	\$263,397.72	\$1,366,726.00	\$1,366,726.00	\$1,599,334.00
Other Assessments	0.00	0.00	0.00	0.00	0.00
Other Income & Other Financing Sources	4,877.50	0.00	4,877.50	0.00	0.00
Carryforward	0.00	0.00	0.00	0.00	0.00
Interest Income	764.38	0.00	764.38	0.00	0.00
Net Revenues	\$1,108,970.16	\$263,397.72	\$1,372,367.88	\$1,366,726.00	\$1,599,334.00
General & Administrative Expenses					
Supervisor Fees	\$2,600.00	\$600.00	\$3,200.00	\$3,200.00	\$4,000.00
Public Official Insurance	2,543.00	\$0.00	2,543.00	2,543.00	2,800.00
General Liability Insurance	3,267.00	\$0.00	3,267.00	3,267.00	3,600.00
Trustee Fees	13,916.67	\$83.33	14,000.00	14,000.00	14,000.00
District Management	17,500.02	\$17,499.98	35,000.00	35,000.00	38,500.00
Engineering	55.00	\$2,445.00	2,500.00	2,500.00	2,500.00
Dissemination Agent	3,000.00	\$3,000.00	6,000.00	6,000.00	6,000.00
District Counsel	3,442.97	\$2,500.00	5,942.97	5,000.00	5,000.00
Assessment Administration	5,000.00	\$0.00	5,000.00	5,000.00	12,500.00
Reamortization Schedule	0.00	\$500.00	500.00	500.00	500.00
Audit	0.00	\$6,000.00	6,000.00	6,000.00	6,000.00
Legal Advertising	837.52	\$662.48	1,500.00	1,500.00	1,500.00
Miscellaneous	690.95	\$309.05	1,000.00	1,000.00	1,000.00
Website	900.00	\$1,500.00	2,400.00	2,400.00	2,400.00
Dues, Licenses & Fees	175.00	\$0.00	175.00	175.00	175.00
Total General & Administrative Expenses	\$53,928.13	\$34,499.84	\$89,027.97	\$88,085.00	\$100,475.00
Field Expenses					
Field Management	\$5,370.00	\$10,830.00	\$16,200.00	\$16,200.00	\$16,200.00
Property Insurance	71,874.00	0.00	71,874.00	71,875.00	75,500.00
Lake Maintenance	8,368.00	3,834.00	12,202.00	19,800.00	24,000.00
Landscaping (Including materials)	147,818.56	66,071.28	213,889.84	362,784.00	423,792.00
Landscape Improvement	0.00	5,000.00	5,000.00	5,000.00	5,000.00
Irrigation (Repairs)	1,460.39	3,539.61	5,000.00	5,000.00	5,000.00
Electric - Street Lights/Irrigation	64,855.42	115,144.58	180,000.00	180,000.00	180,000.00
Right of Way / Lake Mowing	0.00	2,500.00	2,500.00	2,500.00	2,500.00
Entry Water Feature	3,570.00	1,785.00	5,355.00	7,500.00	7,500.00
Contingency - Hurricane Expenses	0.00	0.00	0.00	0.00	10,000.00
General Maintenance	6,434.64	1,565.36	8,000.00	8,000.00	8,000.00
Total Field Expenses	\$309,751.01	\$210,269.83	\$520,020.84	\$678,659.00	\$757,492.00
Amenity Expenses					
Amenity Admin/Operation/Lifeguards	\$45,883.79	\$124,116.21	\$170,000.00	\$170,000.00	\$170,000.00
Swimming Pool Maintenance & Chemicals	26,003.39	11,490.00	37,493.39	47,500.00	47,500.00
Swimming Pool Chemicals	0.00	0.00	0.00	5,400.00	1,500.00
Amenity General Maintenance	5,499.38	1,500.00	6,999.38	10,000.00	21,510.00
Amenity Cleaning	11,748.16	3,525.00	15,273.16	15,000.00	15,000.00
Amenity Electric	20,964.07	39,035.93	60,000.00	60,000.00	60,000.00
Amenity Gates/Control Access	0.00	0.00	0.00	2,500.00	2,500.00
Amenity Website	1,965.00	5,895.00	7,860.00	7,860.00	7,860.00
Amenity Internet/Cable	5,925.24	4,074.76	10,000.00	10,000.00	10,000.00
Amenity Dues & Licenses	0.00	850.00	850.00	850.00	850.00
Amenity Security	0.00	800.00	800.00	800.00	800.00
Fitness Equipment Lease	11,727.15	11,552.85	23,280.00	23,280.00	23,280.00
Lifestyles Programming	8,867.18	16,132.82	25,000.00	25,000.00	37,000.00
Amenity Gas	210.96	389.04	600.00	600.00	600.00
Tennis Court Maintenance - 4 Clay Courts	1,953.41	46.59	2,000.00	2,000.00	22,500.00
Landscaping Materials	38,000.04	37,999.96	76,000.00	76,000.00	76,000.00
Landscape Improvement	0.00	2,500.00	2,500.00	2,500.00	2,500.00
Amenity Irrigation (Repairs)	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Pest Control	389.50	810.50	1,200.00	1,200.00	1,200.00
Amenity Fire System Monitoring	2,882.96	0.00	2,882.96	1,500.00	1,500.00
Alarm	0.00	500.00	500.00	500.00	500.00
Trash Collection	1,114.85	573.00	1,687.85	2,292.00	2,292.00
Total Amenity Expenses	\$183,135.08	\$263,291.66	\$446,426.74	\$466,282.00	\$506,392.00
Access control /Gate House					
Guard Service	\$60,595.67	\$65,404.33	\$126,000.00	\$126,000.00	\$226,000.00
Guard House Supplies	0.00	800.00	800.00	800.00	800.00
Guard House Utilities	2,035.66	1,764.34	3,800.00	3,800.00	3,800.00
Guard House Repair & Maintenance	0.00	1,000.00	1,000.00	1,000.00	1,000.00
Guard House Janitorial	0.00	600.00	600.00	600.00	1,875.00
Bar Code Expense	1,857.50	200.00	2,057.50	1,500.00	1,500.00
Total Access Control/Gate House Expenses	\$64,488.83	\$69,768.67	\$134,257.50	\$133,700.00	\$234,975.00
Total Expenses	\$611,303.05	\$677,830.00	\$1,189,733.05	\$1,237,755.00	\$1,599,334.00

Net Assessment	\$1,441.69	\$1,687.06
Gross Assessment	\$1,558.59	\$1,823.85

Monthly
Annual
Quarterly
Variable

"Exhibit A Continued"
Beach Community Development District
Debt Service Fund Budget, FY 2021
Series 2013A & Series 2015A
Special Assessment Bonds

Proposed
FY 2022
Budget

REVENUES:

Series 2013A Assessments	\$1,176,372.50
Series 2015A Assessments	\$877,440.00
TOTAL REVENUES	<u><u>\$2,053,812.50</u></u>

EXPENDITURES:

Series 2013A - Interest 11/1/2021	\$335,745.00
Series 2013A - Principal 5/1/2022	\$175,000.00
Series 2013A - Interest 5/1/2022	\$335,745.00
Series 2015A - Interest 11/1/2021	\$240,720.00
Series 2015A - Principal 5/1/2022	\$160,000.00
Series 2015A - Interest 5/1/2022	\$240,720.00
TOTAL EXPENDITURES	<u><u>\$1,487,930.00</u></u>

EXCESS REVENUES	<u><u>\$565,882.50</u></u>
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November 1, 2022 Series 2013A Debt Service Payment	\$329,882.50
November 1, 2022 Series 2015A Debt Service Payment	\$236,000.00
Total	<u><u>\$565,882.50</u></u>

Budget Item Description

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as "Off-Roll Assessments."

Other Income & Other Financing Sources

Revenue received from sale of barcodes, keycards, and amenity rental.

Interest Income

Income from interest earnings.

Carryforward Revenue

Unused income from a prior year which is available as cash for the current year.

General & Administrative Expenditures:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials' Liability (POL) Insurance

Supervisors' and Officers' liability insurance.

General Insurance

General liability insurance.

Trustee Fees

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Engineering Fees

The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

District Counsel

The District’s legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Miscellaneous & Contingency

Other administrative and grounds expenses incurred throughout the year. Specifically, bank fees, checks, postage and printing.

Website Maintenance

Website maintenance fee for the district website.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Field Expenditures:

Field Management

Land Management Fee.

Property Insurance

Insurance to protect property and cover casualty.

Lake Maintenance

Maintenance of lakes owned by District.

Landscaping

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Irrigation Inspection & Repair

Inspection and repair of irrigation system.

Electric-Street Lights/Irrigation

Electricity for Street Lights and Irrigation System as well as water used for irrigation

Right of Way/Lake Mowing

Monthly mowing of natural areas.

Entry Water Feature

Maintenance of entry water feature.

Contingency – Hurricane Expenses

Funds set aside to assist with any cleanup needed from a hurricane or funds needed to pay a hurricane-related insurance deductible.

General Maintenance

Repair & maintenance of District equipment, plant, or property.

Amenity Expenses:

Amenity Admin/Operation/Lifeguards

Fees for onsite personnel including lifestyles coordinator, maintenance person, and lifeguards.

Swimming Pool Maintenance

Swimming pool requires cleaning and maintenance.

Swimming Pool Chemicals

Quarterly Inspection of pool equipment.

Amenity General Maintenance

Repairs and maintenance to facility within the District.

Amenity Cleaning

Janitorial services and supplies for the clubhouse or amenity center.

Amenity Electric

The clubhouse requires electricity and running water to operate effectively.

Amenity Gates/Control Access

Cost to maintain the Gates.

Amenity Website

Fee to rent Laptops, Tablet, Phone service, software and IT support for clubhouse.

Amenity Internet/Cable

Typically used for wifi connection needed for cameras on District property.

Amenity Security

Onsite security hired by District.

Fitness Equipment Lease

Lease on fitness equipment in the amenity center.

Lifestyles Programing

Community Events and activities.

Amenity Gas

Gas for amenity center.

Landscaping Materials

Landscape maintenance of the amenity center grounds.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Amenity Irrigation (Repair)

Inspection and repair of amenity irrigation system.

Amenity Fire System Monitoring

System monitoring.

Alarm

Installation and monitoring of alarm system.

Trash Collection

Waste pickup services

Access Control/ Gate House:

Guard Service

Fee for guards positioned at guard house.

Guard House Supplies

Supplies for guard house such as paper goods.

Guard House Utilities

Utility fee for guard house.

Guard House R&M

Repair and maintenance of guard house.

Guard House Janitorial

Cleaning service for guard house.

Bar Code Expense

Fee for access cards for homeowners.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Annual Review of all District
Contract Services

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Purchasing a Recorder

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Computer Equipment

11 EXHIBIT A 11

**Leland Management
IT Rental Agreement**

Tamaya CDD

Monthly Rental Fees	<u>Billed 1st day of each month</u>
Laptop Computer	\$150 /month
Laptop Computer	\$150/month
Tablet	\$150/month
Phone and phone service	\$40/month
Desktop Computer with monitor, Keyboard and mouse (for guardhouse)	\$175/month
IT Technical Support (10 hours/month)	Included
Software licenses (Caliber, Office 365)	Included
Total Fees	\$665/month

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Southeast Fitness Center
Proposal & Agreement

Southeast Fitness Repair

14476 Duval Place West Suite 208

Jacksonville, Florida 32218

Office: 904.683.1439 Fax:904.683.1624

SoutheastFitness REPAIR

Equipment Repair & Maintenance

Preventative Maintenance

QUOTE: 12/4/20

Facility Name: TAMAYA	ON-SITE POC: KEN	
Phone#: 904-377-6756	Email: tamayamaint@lelandmanagement.com	State: FL
Facility Address: 12788 MERITAGE BLVD.	City: JACKSONVILLE	Zip: 32246

- ◆ A flat rate fee of \$65.00 will apply to all PM visits (Travel Cost \$65.00).
- ◆ Upon completion of the PM if any parts for equipment repairs are necessary we will provide you with an estimate, all parts are additional, will require onsite-staff approval and will be invoiced separately.

Equipment Description	Flat Rate Per Machine	Machine Quantity	NOTES	TOTAL (Flat Rate X Quantity)
Treadmill	\$30.00	6		\$180.00
Elliptical/Crosstrainer/Arc/AMT	\$30.00	5		\$150.00
Spin Bicycle/Rowing Machine	\$20.00			\$0.00
Recumbent/Upright Bicycle	\$20.00	2		\$40.00
Stepper/Stepmill/Jacobs Ladder/Wave	\$30.00	1		\$30.00
UBE/RB Stepper/Seated Ell/NuStep	\$30.00			\$0.00
Multi-Station Strength Machine	\$15.00	2		\$30.00
Single-Station Strength Machine	\$10.00	9		\$90.00
Bench/AB Crunch/Rack	\$0.00	3		\$0.00
Subtotal				\$520.00
Flat Rate Fee				\$65.00
Tax			EXEMPT	\$0.00
Preventative Maintenance is Agreed Upon At This Final Rate	28 Machines Total	FINAL PM RATE:		\$585.00

Please Circle Your Preferred PM Frequency *Manufacturers Recommend QUARTERLY*

SEMI ANNUAL

Which month in 2021 would you like to begin the PM Service? _____

Agreement Date: 1/22/2021

Authorized Facility Staff Signature: _____

This agreement may be cancelled with one advance scheduled service notice.

We carry standard General Liability, Workers Compensation and Auto Insurance, we can provide a Certificate of Additional Insured for you by request. Any additional insurance requirements may be subject to cost.

Please email approval to rosemary@southeastfitnessrepair.com.



Chairman of Board

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Re-negotiation of
all contract's services for the District

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Ratification of E-verification
application completion

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Beach Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1631539

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1631539

Approved by:

Employer Beach Community Development District	
Name (Please Type or Print) Vivian Carvalho	Title
Signature Electronically Signed	Date 01/20/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/20/2021

Company ID Number: 1631539

	Beach Community Development District
	12051 CORPORATE BLVD ORLANDO, FL 32817
County or Parish	ORANGE
Employer Identification Number	208784335
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1631539

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Vivian Carvalho
Phone Number (407) 723 - 5900
Fax Number (407) 723 - 5901
Email Address carvalhov@pfm.com

Company ID Number: 1631539

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**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Lake Doctors
Renewal Agreement



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

February 25, 2021

Ms. Amy Champagne
Tamaya Community-Beach CDD
c/o Fishkind & Associates
12051 Corporate Blvd.
Orlando, FL 32817

Dear Ms. Champagne:

Your current Lake Doctors, Inc. Water Management Agreement for **Tamaya Community-Beach CDD** is due for renewal on April 1, 2021. We are pleased to enclose a renewal proposal for your approval. Your monthly investment amount of \$1,328.00/per month will remain unchanged.

If you have any questions or concerns regarding your Lake Doctors Water Management Program, **please feel free to give me a call at (904)626-0287 or contact me by email at mark.seymour@lakedoctors.com.**

To assure continuous and uninterrupted service, kindly return a copy of the executed agreement by March 15, 2021. For your convenience, we have provided a pre-addressed, stamped envelope.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

Mark A. Seymour
Sales Manager

MAS/jkw
720157



Water Management Agreement

MAS/720157 R

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Sixteen (16) ponds associated with Tamaya Community-Beach CDD, Jacksonville, FL

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. **Service will cease effective April 1, 2021 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:


1. Underwater and Floating Vegetation Control Program	\$	<u>1,328.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Additional Treatments, if Required	\$	<u>INCLUDED</u>
4. Free Callback Service	\$	<u>INCLUDED</u>
5. Monthly Written Service Reports	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>1,328.00 monthly</u>

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$1,328.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before March 15, 2021.
- F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



Water Management Agreement

MAS/720157 R

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

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Total of Services Accepted	\$	<u>1,328.00 monthly</u>

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$1,328.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

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THE LAKE DOCTORS, INC.

CUSTOMER

Signed 
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

TERMS AND CONDITIONS

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- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion from Insurance Agent Pertaining
Alcohol Usage in the Amenity Center
(under separate cover)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations 192--202

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

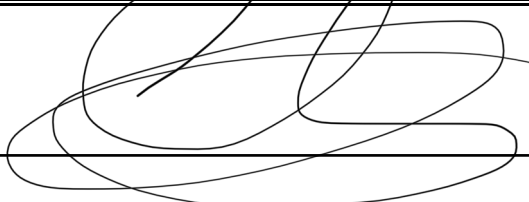
Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialists Security Monitoring: December 2020	T0122020	\$ 3,500.00
2	Alden Contracting & Services Gate Barrier Arm Repair Security Camera System - 50% Deposit	172309 172524	\$ 160.00 \$ 4,989.80
3	Bob's Backflow & Plumbing Services Backflow Test	71520	\$ 40.00
4	Comcast Business (paid online) Acct. 4205736, 12788 Meritage Blvd MINI MDTA; 12/28/20-01/27/21 Acct. 4210330, 12788 Meritage Blvd OFC 4; 01/03/21-02/02/21 Acct. 4232235, 12750 Meritage Blvd UNIT GATEHOUSE; 12/30/20-01/29/21	-- -- --	\$ 510.71 \$ 332.91 \$ 227.83
5	Crystal Clean Pool Service Fountain Service: January 2021 Pool Service: January 2021	M2853 M2854	\$ 595.00 \$ 3,830.00
6	Jani-King of Jacksonville Monthly Cleaning: January 2021 Monthly Cleaning: December 2020 COVID Fogging	JAK01210306 JAK12200315 JAK12200594	\$ 1,175.00 \$ 1,175.00 \$ 1,700.00
7	JEA (paid online) Acct: 4860168796; Utilities 11/17/2020 - 12/22/2020	--	\$ 15,894.27
8	Ken Thomas Expenses: October 2020 & December 2020	--	\$ 62.39
9	The Lake Doctors, Inc. Lake Maintenance: January 2021	551052	\$ 1,328.00
10	PFM Group Consulting LLC Dissemination Fees: 10/01/2020-12/31/2020	113145	\$ 1,500.00
11	Securitas Security Services: 12/04/2020 - 12/17/2020 Security Services: 12/18/2020 - 12/31/2020	10133890 10152130	\$ 2,798.18 \$ 2,943.60
12	Southeastern Paper Group Janitorial Supplies	5092585	\$ 354.97
13	Sun State Nursery & Landscaping, Inc. Landscape Management: January 2021 Irrigation Repairs - Tamaya Phase 1 Irrigation Repairs - Tamaya Phase 2	1123 4645 4647	\$ 32,399.10 \$ 247.00 \$ 296.00
14	TECO (paid online - bill amount was \$29.05, amount due online was \$27.28) Gas 12545 Beach Blvd; Svcs 11/19/2020-12/18/2020	--	\$ 27.28

\$ 76,087.04

Venessa Ripoll

Secretary/Assistant Secretary

Total \$76,087.04


Chairman

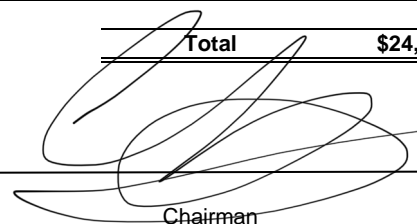
**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Item No.	Payee	Invoice #	FY21 General Fund
1	Alden Contracting & Services		
	Barcodes Reorder	172126	\$ 632.50
	Pedestrian Gate System Correction	172367	\$ 150.00
	Gate Arm Repair	172369	\$ 150.00
	Reset Front Gate Clickers	172378	\$ 225.00
	Gate Arm Repair	172402	\$ 150.00
2	Comcast Business (paid online)		
	Acct. 4655260, 13077 Beach Blvd, PEDESTRIAN GATE 01/10/21-02/09/21	--	\$ 135.97
3	Custom Pump & Controls, Inc.		
	Quarterly Lift Station Inspection	21-314-01	\$ 135.00
4	Florida Natural Gas (paid online)		
	Gas 12545 Beach Blvd.; Svcs 11/18/20-12/18/20	--	\$ 10.45
5	GFL Environmental Inc.		
	Trash Collection: Jan. 2021	UG0000006561	\$ 186.52
6	Hopping Green & Sams		
	District Counsel thru 11/30/2020	119547	\$ 861.00
7	Jacksonville Daily Record		
	Legal Advertising on 01/15/2021	21-00311D	\$ 167.38
8	Sun State Nursery & Landscaping, Inc.		
	Irrigation Repairs - Tamaya Phase 2	620048	\$ 210.00
	Irrigation Repairs - Tamaya Blvd.	620049	\$ 1,500.00
	Irrigation Repairs - Lightning Damage	920049	\$ 7,416.10
9	Supervisor Fees, Meeting 01/11/2021		
	Stephen Kounoupas	--	\$ 200.00
	Maria Tondi	--	\$ 200.00
	Chris White	--	\$ 200.00
10	TCF (paid online)		
	Exercise Equipment Lease: Jan. 2021	6852925	\$ 1,939.30
11	U.S. Bank		
	Trustee Fees 12/01/2020-09/30/2021	5978640	\$ 6,875.00
	Trustee Fees 10/01/2021-11/30/2021	5978640	\$ 1,375.00
12	VGlobalTech		
	Quarterly ADA Audit: October-December	2225	\$ 300.00
	Monthly Website Fee: Nov. 2020	2320	\$ 100.00
13	Wayne Automatic Fire Sprinklers, Inc.		
	Replaced Pressure Switch	861542	\$ 627.00
	Replaced Fire Panel Batteries	861741	\$ 310.80

Total	\$24,057.02
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Venessa Ripoll

Secretary/Assistant Secretary



Chairman


**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Item No.	Payee	Invoice #	FY21 General Fund
1	Deluxe (paid online) Check Reorder	2048777513	\$ 182.10
2	Leland Management Management Fee Nov. 2020 Payroll W/E 11/15/2020 Payroll W/E 11/29/2020 Reimbursement Oct. 2020 Management Fee Dec. 2020 Payroll W/E 12/13/2020 Payroll W/E 12/27/2020 Reimbursement Nov. 2020	-- -- -- -- -- -- -- --	\$ 1,350.00 \$ 6,101.71 \$ 7,436.70 \$ 659.85 \$ 1,350.00 \$ 6,326.84 \$ 6,307.93 \$ 655.78
3	PFM Group Consulting LLC District Management Fee: Jan. 2021 Postage: Dec. 2020	DM-01-2021-0003 OE-EXP-01-04	\$ 2,916.67 \$ 62.93
4	Securitas Security Services: 01/01/2021 - 01/14/2021	10173279	\$ 3,166.19
5	Southeastern Paper Group Janitorial Supplies	5102558	\$ 349.10
6	Supervisor Fees, Meeting 01/22/2021 Stephen Kounoupas Maria Tondi Chris White Shayne Martin	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00

Total	\$37,665.80
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Venessa Ripoll

Secretary/Assistant Secretary



Chairman

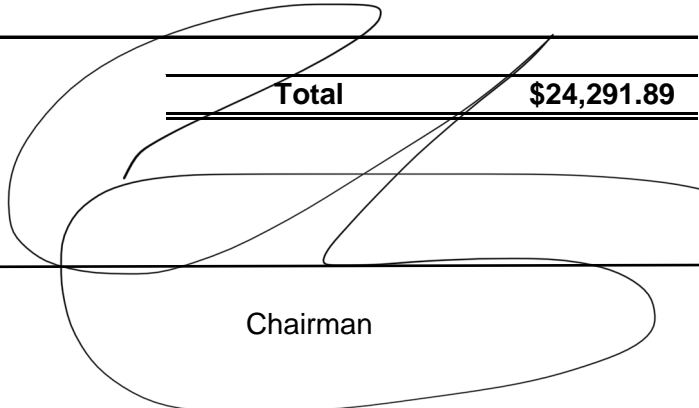
**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Item No.	Payee	Invoice #	FY21 General Fund
1	10-S Tennis Supply Gate Latches	148644	\$ 55.41
2	Comcast Business (paid online) 12788 Meritage Blvd MINI MDTA; 01/28/21-02/27/21 12750 Meritage Blvd UNIT GATEHOUSE; 01/30/21-02/28/21	Acct: 4205736 Acct: 4232235	\$ 521.56 \$ 228.69
3	Crystal Clean Pool Service Pool Service: February 2021 Fountain Service: February 2021	M3753 M3754	\$ 3,830.00 \$ 595.00
4	Jacksonville Daily Record Legal Advertising on 01/04/2021	21-00008D	\$ 164.00
5	Jacksonville Electrical Contractors Tennis Court Lights Troubleshooting	2150	\$ 157.50
6	Jani-King of Jacksonville Monthly Cleaning: February 2021	JAK02210298	\$ 1,175.00
7	JEA (paid online) Acct: 4860168796; Utilities 12/17/2020 - 01/22/2021	--	\$ 13,334.99
8	John Harrell Trivia show 02/19/2021 Trivia show 03/12/2021	-- --	\$ 115.00 \$ 115.00
9	The Lake Doctors, Inc. Lake Maintenance: February 2021	556867	\$ 1,328.00
10	TECO (paid online) Gas 12545 Beach Blvd; Svcs 12/19/2020-01/21/2021	Acct: 21100981212	\$ 36.99
11	TEKWave Solutions Community Visitor Management System Set-up Community Visitor Management Software	4176 4177	\$ 1,490.00 \$ 295.00
12	Turner Pest Control Pest Control: January 2021	7205117	\$ 99.75
13	Wayne Automatic Fire Sprinklers, Inc. Fire Alarm Monitoring 01/15/21-01/15/22	866285	\$ 750.00

Total	\$24,291.89
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Venessa Ripoll

Secretary/Assistant Secretary



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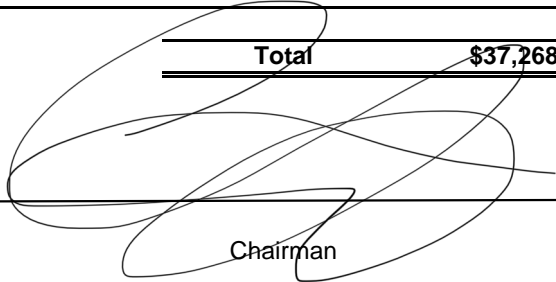
COMMUNITY DEVELOPMENT DISTRICT

Item No.	Payee	Invoice #	FY21 General Fund
1	Comcast Business (paid online) 12788 Meritage Blvd OFC 4; 02/03/21-03/02/21	Acct: 4210330	\$ 343.11
2	Florida Natural Gas (paid online) Gas 12545 Beach Blvd.; Svcs 12/18/20-01/21/21	Acct: 37239	\$ 10.78
3	Jacksonville Electrical Contractors Electrical Repairs	2463	\$ 634.96
4	Ken Thomas Expenses: January 2021	--	\$ 199.00
5	PFM Group Consulting LLC Postage/FedEx: January 2021	OE-EXP-02-04	\$ 28.50
6	Securitas Security Services: 01/15/2021 - 01/28/2021	10191091	\$ 3,052.56
7	Southeastern Paper Group Janitorial Supplies Janitorial Supplies	5043120 5122635	\$ 349.75 \$ 150.89
8	Sun State Nursery & Landscaping, Inc. Landscape Management: February 2021	1153	\$ 32,399.10
9	VGlobalTech Monthly Website Fee: February 2021	2394	\$ 100.00

Total **\$37,268.65**

Venessa Ripoll

Secretary/Assistant Secretary



Chairman

COMMUNITY DEVELOPMENT DISTRICT

Item No.	Payee	Invoice #	FY21 General Fund
1	Alden Contracting & Services Barcodes & Amenity Cards	172851	\$ 1,225.00
2	Comcast Business (paid online) 13077 Beach Blvd, PEDESTRIAN GATE 02/10/21-03/09/21	Acct: 4655260	\$ 135.97
3	GFL Environmental Inc. (paid online) Trash Collection: February 2021	UG0000009132	\$ 187.25
4	Hopping Green & Sams District Counsel thru 12/31/2020	120200	\$ 1,934.00
5	Jacksonville Daily Record Legal Advertising on 02/16/2021	21-01089D	\$ 72.88
6	PFM Group Consulting LLC District Management Fee: February 2021	DM-02-2021-0003	\$ 2,916.67
7	TCF (paid online) Exercise Equipment Lease: February 2021	6893739	\$ 1,939.30
8	Wayne Automatic Fire Sprinklers, Inc. Dry Pipe System Repair	841979	\$ 624.35
Total			\$9,035.42

Venessa Ripoll

Secretary/Assistant Secretary

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Chairman

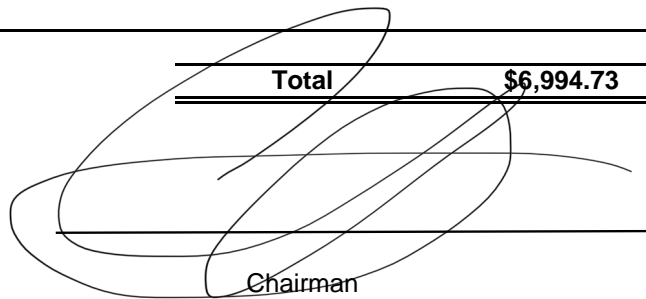
**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

FY21
General
Fund

Item No.	Payee	Invoice #	FY21 General Fund
1	Advanced Security Specialist & Consulting Security Services: 01/31/2021 - 02/15/2021	T0012021	\$ 4,320.00
2	Florida Air Service & Engineering Maintenance Agreement	A32815	\$ 693.00
3	Leisure Creations Chaise Lounge Slings	55195	\$ 1,436.63
4	Securitas Security Services: 01/29/2021 - 02/11/2021	10212799	\$ 545.10
Total			\$6,994.73

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**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

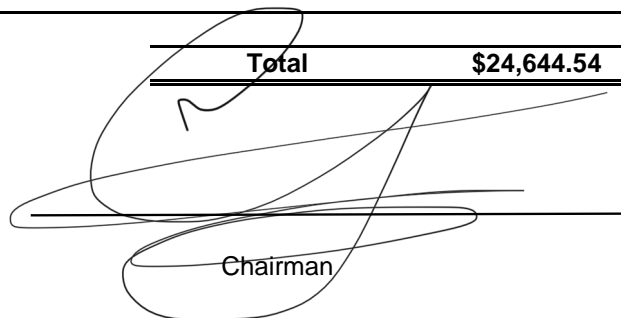
FY21
General
Fund

Item No.	Payee	Invoice #	FY21 General Fund
1	Comcast Business (paid online)		
	12788 Meritage Blvd MINI MDTA; 02/28/21-03/27/21	Acct: 4205736	\$ 521.56
	12750 Meritage Blvd UNIT GATEHOUSE; 03/01/21-03/29/21	Acct: 4232235	\$ 228.69
2	Crystal Clean Pool Service		
	Pool Service: March 2021	M3902	\$ 3,830.00
	Fountain Service: March 2021	M3903	\$ 595.00
3	Jani-King of Jacksonville		
	Monthly Cleaning: March 2021	JAK03210281	\$ 1,175.00
4	JEA (paid online)		
	Acct: 4860168796; Utilities 01/20/21 - 02/23/21	--	\$ 15,466.84
5	The Lake Doctors, Inc.		
	Lake Maintenance: March 2021	562803	\$ 1,328.00
6	Southeastern Paper Group		
	Janitorial Supplies	5142448	\$ 485.89
7	Sun State Nursery & Landscaping, Inc.		
	Irrigation Repairs - Tamaya North	2125	\$ 734.07
	Irrigation Repairs - Tamaya Bella Nina	2126	\$ 143.32
8	TECO (paid online)		
	12545 Beach Blvd; 01/22/21-02/19/21	Acct: 211009810212	\$ 36.42
9	Turner Pest Control		
	Pest Control: February 2021	7263414	\$ 99.75

Total	\$24,644.54
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Venessa Ripoll

Secretary/Assistant Secretary



Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

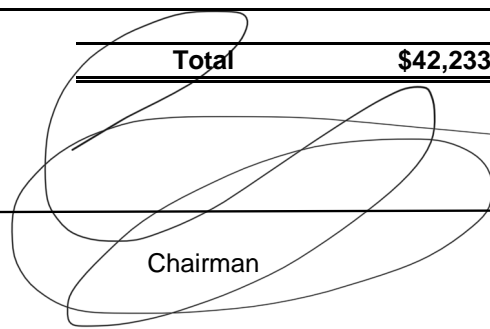
FY21
General
Fund

Item No.	Payee	Invoice #	FY21 General Fund
1	AAA Big Top Entertainment Easter Bunny Meet & Greet	4	\$ 475.00
2	Advanced Security Specialist & Consulting Security Services: 02/16/2021-02/28/2021	T0012021A	\$ 3,510.00
3	Comcast Business (paid online) 12788 Meritage Blvd OFC 4; 03/03/2021-04/02/2021	Acct: 4210330	\$ 343.11
4	Florida Natural Gas (paid online) 12545 Beach Blvd.; Acct: 37239; 01/21/2021-02/19/2021	428102ES	\$ 10.50
5	GFL Environmental Inc. (paid online) Trash Collection: March 2021	UG0000011681	\$ 187.25
6	PFM Group Consulting LLC District Management Fee: March 2021	DM-03-2021-0003	\$ 2,916.67
7	Sun State Nursery & Landscaping, Inc. Landscape Management: March 2021	2102	\$ 32,399.10
8	TEKWave Solutions Community Visitor Management Software - March	4236	\$ 295.00
9	Vak Pak Inc. Pool Repairs	27626	\$ 1,996.39
10	VGlobalTech Monthly Website Fee: March 2021	2476	\$ 100.00

Total	\$42,233.02
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Venessa Ripoll

Secretary/Assistant Secretary



Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

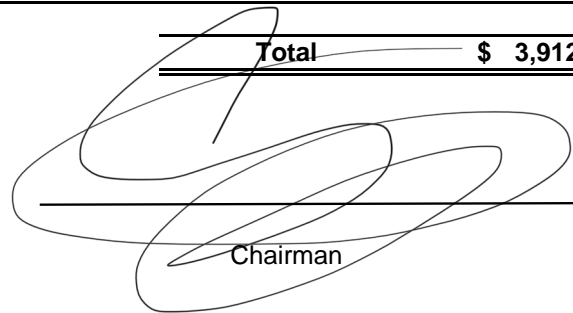
FY21
General
Fund

Item No.	Payee	Invoice #	
1	Comcast Business (paid online) 13077 Beach Blvd, PEDESTRIAN GATE 03/10/21-04/09/21	Acct: 4655260	\$ 135.97
2	Life Fitness Arm Rest Pad	6681113	\$ 91.35
3	PFM Group Consulting LLC Dissemination Fees: 01/01/21-03/31/21 Postage/FedEx: February 2021	114187 OE-EXP-03-04	\$ 1,500.00 \$ 42.84
4	Securitas - DO NOT PAY NEED MORE INFO FROM VENDOR Security Services: 02/26/21-03/11/21	10252601	\$ 2,142.38

Total **\$ 3,912.54**

Venessa Ripoll

Secretary/Assistant Secretary



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**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

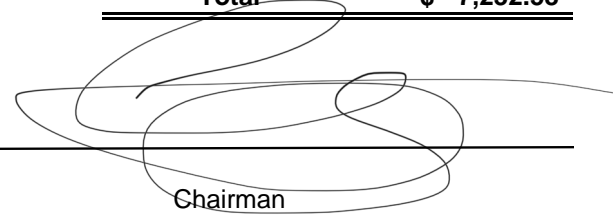
FY21
General
Fund

Item No.	Payee	Invoice #	FY21 General Fund
1	AAA Big Top Entertainment Easter Glitter Tattoos & Balloons	6	\$ 300.00
2	Advanced Security Specialist & Consulting Security Services: 03/01/21-03/15/21	T0032021	\$ 4,050.00
3	Alden Contracting & Services Gate Arm LED Strip	173005	\$ 200.00
4	DJ Tommy Boy Productions DJ Services on 04/03/21	104	\$ 200.00
5	GFL Environmental Inc. (paid online) Trash Collection: April 2021	UG0000014221	\$ 189.70
6	Southeastern Paper Group Janitorial Supplies	5163745	\$ 353.58
7	TCF (paid online) Exercise Equipment Lease: April 2021	6948097	\$ 1,939.30

Total	\$ 7,232.58
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Venessa Ripoll

Secretary/Assistant Secretary



Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Beach Community Development District
Statement of Financial Position
3/31/2021

	General Fund	Debt Service Fund Series 2013A	Debt Service Fund Series 2015A	Debt Service Fund Series 2015B	Construction Fund Series 2013A	Construction Fund Series 2015A	Construction Fund Series 2015B	Total
<u>Assets</u>								
<u>Current Assets</u>								
Checking Account CS	\$609,301.96							\$609,301.96
Debit Card Account CS	468.35							468.35
Prepaid Expenses	1,593.75							1,593.75
Assessments Receivable	263,399.29	\$15,394.25						278,793.54
Due From Other Funds			2,211.16					2,211.16
Revenue 2013A		1,058,010.52						1,058,010.52
Prepayment 2013A		32,097.61						32,097.61
Assessments Receivable			\$660,187.50					660,187.50
Prepayment 2015A			102,823.61					102,823.61
Revenue 2015A			10,737.53					10,737.53
Optional Redemption Account			0.27					0.27
Acquisition/Construction 2013A					\$37.25			37.25
Acquisition/Construction 2015A						\$149.27		149.27
Total Current Assets	<u>\$874,763.35</u>	<u>\$1,107,713.54</u>	<u>\$773,748.91</u>	<u>\$0.00</u>	<u>\$37.25</u>	<u>\$149.27</u>	<u>\$0.00</u>	<u>\$2,756,412.32</u>
Total Assets	<u>\$874,763.35</u>	<u>\$1,107,713.54</u>	<u>\$773,748.91</u>	<u>\$0.00</u>	<u>\$37.25</u>	<u>\$149.27</u>	<u>\$0.00</u>	<u>\$2,756,412.32</u>
<u>Liabilities and Net Assets</u>								
<u>Current Liabilities</u>								
Accounts Payable	\$8,880.15							\$8,880.15
Due to Other Funds	2,211.16							2,211.16
Deferred Revenue	263,399.29	\$15,394.25	\$660,187.50					938,981.04
Retainage Payable							\$0.00	0.00
Total Current Liabilities	<u>\$274,490.60</u>	<u>\$15,394.25</u>	<u>\$660,187.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$950,072.35</u>
Total Liabilities	<u>\$274,490.60</u>	<u>\$15,394.25</u>	<u>\$660,187.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$950,072.35</u>
<u>Net Assets</u>								
Net Assets, Unrestricted	\$41,314.35	\$1,175,802.97	\$601,769.90	\$0.00	\$7,153.76	\$149.09	(\$240,276.45)	\$1,585,913.62
Current Year Net Assets, Unrestricted		(83,483.92)	(488,208.49)		(366.53)	0.18	240,276.45	(331,782.31)
Net Assets - General Government	61,291.29	0.24			(6,749.98)			54,541.55
Current Year Net Assets - General Government	497,667.11							497,667.11
Total Net Assets	<u>\$600,272.75</u>	<u>\$1,092,319.29</u>	<u>\$113,561.41</u>	<u>\$0.00</u>	<u>\$37.25</u>	<u>\$149.27</u>	<u>\$0.00</u>	<u>\$1,806,339.97</u>
Total Liabilities and Net Assets	<u>\$874,763.35</u>	<u>\$1,107,713.54</u>	<u>\$773,748.91</u>	<u>\$0.00</u>	<u>\$37.25</u>	<u>\$149.27</u>	<u>\$0.00</u>	<u>\$2,756,412.32</u>

Beach Community Development District
Statement of Activities (YTD)
As of 3/31/21

	General Fund	Debt Service Fund Series 2013A	Debt Service Fund Series 2015A	Debt Service Fund Series 2015B	Construction Fund Series 2013A	Construction Fund Series 2015A	Construction Fund Series 2015B	Total
Revenues								
On Roll Assessments	\$856,078.24	\$814,793.25						\$1,670,871.49
Off-Roll Assessments	247,250.04							247,250.04
Other Assessments		33,190.31	207,823.61					241,013.92
Other Income & Other Financing Sources	4,877.50						240,276.45	245,153.95
Inter-Fund Group Transfers In		(416,558.82)	(0.05)		416,558.82	\$0.05		0.00
Developer Advance								0.00
Total Revenues	\$1,108,205.78	\$431,424.74	\$207,823.56	\$0.00	\$416,558.82	\$0.05	\$240,276.45	\$2,404,289.40
Expenses								
Supervisor Fees	\$2,600.00							\$2,600.00
Public Official Insurance	2,543.00							2,543.00
Trustee Fees	13,916.67							13,916.67
Management	17,500.02							17,500.02
Field Management	5,370.00							5,370.00
Engineering	55.00							55.00
Dissemination Agent	3,000.00							3,000.00
District Counsel	3,442.97							3,442.97
Assessment Administration	5,000.00							5,000.00
Legal Advertising	837.52							837.52
Office Miscellaneous	690.95							690.95
Web Site Maintenance	900.00							900.00
Dues, Licenses & Fees	175.00							175.00
Electric	64,855.42							64,855.42
Irrigation	1,460.39							1,460.39
Amenity - Electric	20,964.07							20,964.07
Amenity - Cable TV	5,925.24							5,925.24
Amenity - Pool Service	26,003.39							26,003.39
Amenity - Janitorial	11,748.16							11,748.16
Amenity - Pest Control	389.50							389.50
Amenity - Maintenance	5,499.38							5,499.38
Amenity - Fitness Center	11,727.15							11,727.15
Amenity - Gas	210.96							210.96
Amenity - Admin/Operations	45,883.79							45,883.79
Lifestyle Programming	8,867.18							8,867.18
Tennis Courts/Basketball Court	1,953.41							1,953.41
Amenity - Landscaping Materials	38,000.04							38,000.04
Dumpster	1,114.85							1,114.85
Guard Service	60,595.67							60,595.67
Guard House Utilities	2,035.66							2,035.66
Bar Code Expense	1,857.50							1,857.50
Amenity - Fire System	2,882.96							2,882.96
Amenity - Website	1,965.00							1,965.00
General Liability Insurance	3,267.00							3,267.00
Property Insurance	71,874.00							71,874.00
Lake Maintenance	8,368.00							8,368.00
Landscaping Maintenance & Material	147,818.56							147,818.56
Entry Water Feature	3,570.00							3,570.00
General Maintenance	6,434.64							6,434.64
Principal Payment(s)		\$170,000.00	\$435,000.00	\$0.00				605,000.00
Interest Payment(s)		341,105.00	256,858.96	0.00				597,963.96
Trustee Services		500.00	500.00					1,000.00
Trustee Counsel		1,250.00	1,250.00					2,500.00
Bond Counsel		2,500.00	2,500.00					5,000.00
Capital Expenditures					\$416,962.53			416,962.53
Total Expenses	\$611,303.05	\$515,355.00	\$696,108.96	\$0.00	\$416,962.53	\$0.00	\$0.00	\$2,239,729.54
Other Revenues (Expenses) & Gains (Losses)								
Interest Income	\$764.38	\$446.34	\$76.91	\$0.00	\$37.18	\$0.13	\$0.00	\$1,324.94
Total Other Revenues (Expenses) & Gains	\$764.38	\$446.34	\$76.91	\$0.00	\$37.18	\$0.13	\$0.00	\$1,324.94
Change In Net Assets	\$497,667.11	(\$83,483.92)	(\$488,208.49)	\$0.00	(\$366.53)	\$0.18	\$240,276.45	\$165,884.80
Net Assets At Beginning Of Year	\$102,605.64	\$1,175,803.21	\$601,769.90	\$0.00	\$403.78	\$149.09	(\$240,276.45)	\$1,640,455.17
Net Assets At End Of Year	\$600,272.75	\$1,092,319.29	\$113,561.41	\$0.00	\$37.25	\$149.27	\$0.00	\$1,806,339.97

Beach Community Development District
Budget to Actual
For the Period Ended 3/31/21

	Actual	Budget	Variance	Adopted FY 2021 Budget
Revenues				
Assessments	\$ 1,103,328.28	\$ 683,363.00	\$ 419,965.28	\$ 1,366,726.00
Other Income & Financing Sources	4,877.50	-	4,877.50	-
Net Revenues	\$ 1,108,205.78	\$ 683,363.00	\$ 424,842.78	\$ 1,366,726.00

General & Administrative Expenses

Trustee Fees	\$ 13,916.67	\$ 14,000.00	\$ (83.33)	\$ 14,000.00
Supervisor Fees	2,600.00	1,600.00	1,000.00	3,200.00
District Management	17,500.02	17,500.00	0.02	35,000.00
Engineering	55.00	1,250.00	(1,195.00)	2,500.00
Dissemination Agent	3,000.00	3,000.00	-	6,000.00
District Counsel	3,442.97	2,500.00	942.97	5,000.00
Assessment Administration	5,000.00	5,000.00	-	5,000.00
Reamortization Schedule	-	250.00	(250.00)	500.00
Audit	-	3,000.00	(3,000.00)	6,000.00
Website	900.00	1,200.00	(300.00)	2,400.00
Legal Advertising	837.52	750.00	87.52	1,500.00
Dues, Licenses & Fees	175.00	87.50	87.50	175.00
General Insurance	3,267.00	3,267.00	-	3,267.00
Public Official Insurance	2,543.00	2,543.00	-	2,543.00
Office Misc	690.95	500.00	190.95	1,000.00
Total General & Administrative Expenses	\$ 53,928.13	\$ 56,447.50	\$ (2,519.37)	\$ 88,085.00

Field Expenses

Field Management	\$ 5,370.00	\$ 8,100.00	\$ (2,730.00)	\$ 16,200.00
Property Insurance	71,874.00	71,875.00	(1.00)	71,875.00
Lake Maintenance	8,368.00	9,900.00	(1,532.00)	19,800.00
Landscaping (Including materials)	147,818.56	181,392.00	(33,573.44)	362,784.00
Landscape Improvement	-	2,500.00	(2,500.00)	5,000.00
Irrigation	1,460.39	2,500.00	(1,039.61)	5,000.00
Electric - Street Lights/Irrigation	64,855.42	90,000.00	(25,144.58)	180,000.00
Right of Way / Lake Mowing	-	1,250.00	(1,250.00)	2,500.00
Entry Water Feature	3,570.00	3,750.00	(180.00)	7,500.00
General Maintenance	6,434.64	4,000.00	2,434.64	8,000.00
Total Field Expenses	\$ 309,751.01	\$ 375,267.00	\$ (65,515.99)	\$ 678,659.00

Beach Community Development District
Budget to Actual
For the Period Ended 3/31/21

	Actual	Budget	Variance	Adopted FY 2021 Budget
<u>Amenity Expenses</u>				
Amenity Admin/operation	\$ 45,883.79	\$ 85,000.00	\$ (39,116.21)	\$ 170,000.00
Swimming Pool Maintenance & Chemicals	26,003.39	23,750.00	2,253.39	47,500.00
Swimming Pool Chemicals	-	2,700.00	(2,700.00)	5,400.00
Amenity General Maintenance	5,499.38	5,000.00	499.38	10,000.00
Amenity Janitorial	11,748.16	7,500.00	4,248.16	15,000.00
Amenity Electric	20,964.07	30,000.00	(9,035.93)	60,000.00
Amenity Gates/Control Access	-	1,250.00	(1,250.00)	2,500.00
Amenity Website	1,965.00	3,930.00	(1,965.00)	7,860.00
Amenity Cable	5,925.24	5,000.00	925.24	10,000.00
Amenity - Dues & Licenses	-	425.00	(425.00)	850.00
Amenity Security	-	400.00	(400.00)	800.00
Fitness Equipment Lease- Center	11,727.15	11,640.00	87.15	23,280.00
Lifestyles Programming	8,867.18	12,500.00	(3,632.82)	25,000.00
Gas	210.96	300.00	(89.04)	600.00
Tennis Court Maintenance - 4 Clay Courts	1,953.41	1,000.00	953.41	2,000.00
Landscaping Maintenance	38,000.04	38,000.00	0.04	76,000.00
Landscape Improvement	-	1,250.00	(1,250.00)	2,500.00
Amenity - Irrigation	-	750.00	(750.00)	1,500.00
Pest Control	389.50	600.00	(210.50)	1,200.00
Fire System Monitoring	2,882.96	750.00	2,132.96	1,500.00
Alarm	-	250.00	(250.00)	500.00
Trash Collection	1,114.85	1,146.00	(31.15)	2,292.00
Total Amenity Expenses	\$ 183,135.08	\$ 233,141.00	\$ (50,005.92)	\$ 466,282.00
<u>Security/Gate House</u>				
Guard Service	\$ 60,595.67	\$ 63,000.00	\$ (2,404.33)	\$ 126,000.00
Guard House Supplies	-	400.00	(400.00)	800.00
Guard House Utilities	2,035.66	1,900.00	135.66	3,800.00
Guard House Repair & Maintenance	-	500.00	(500.00)	1,000.00
Guard House Janitorial	-	300.00	(300.00)	600.00
Bar Code Expense	1,857.50	750.00	1,107.50	1,500.00
Total Security/Gate House Expenses	\$ 64,488.83	\$ 66,850.00	\$ (2,361.17)	\$ 133,700.00
Total Expenses	\$ 611,303.05	\$ 731,705.50	\$ (120,402.45)	\$ 1,366,726.00
<u>Other Income (Expense)</u>				
Interest Income	\$ 764.38	\$ -	\$ 764.38	\$ -
Net Income	\$ 497,667.11	\$ (48,342.50)	\$ 546,009.61	\$ -

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of the Field Manager Report

TAMAYA- BEACH CDD

To: Board of Directors
From: Jesse Skinner – Divisional Director, CMCA
Subject: February Field Report

Community Review:

Sunstate Landscape Report- No Report Received

Crystal Clean Pool Report- Attached for your review.

Lake Doctors Pond Report- Attached for your review.

Please contact me if you have any questions concerning the reports included in this packet.



A Word from our Owner:

Spring break is less than a month away! Call today for a free stain treatment quote while the water is still cool. As a reminder, Crystal Clean offers commercial janitorial services; let us know if you have restrooms, gyms, patios that need to be serviced this season.

With gratitude,

The Crystal Clean Pool Service team

CUSTOMER APPRECIATION:

Call our office and mention this newsletter to receive a FREE Starbucks on us!!!!

Respond by February 28th



**NOW OFFERING
JANITORIAL/AMENITY
CLEANING! CONTACT US
FOR A QUOTE.**

CONTACT US:

(904)855-8884 OFFICE

(905)855-8839 FAX

ADMIN@CRYSTALCLEANPOOLS

[.NET](mailto:ADMIN@CRYSTALCLEANPOOLS)

WWW.CRYSTALCLEANPOOLS.N

[ET](http://WWW.CRYSTALCLEANPOOLS.N)



JANUARY CHEMICAL READINGS

Slide	CHLORINE	PH	Alkalinity	Stabilizer
01/06/21	1.5	7.2	50	30
01/08/21	5.0	7.3	50	30
01/11/21	5.0	7.3	80	30
01/13/21	8.0	7.3	50	30
01/15/21	4.5	7.3	70	30
01/18/21	3.0	7.4	8	30
01/20/21	1.0	7.4	60	30
01/22/21	5.0	7.8	60	30
01/25/21	4.5	7.3	60	30
01/28/21	1.0	7.3	70	25



JANUARY CHEMICAL READINGS

Lap	CHLORINE	PH	Alkalinity	Stabilizer
01/06/21	5.0	7.3	80	30
01/08/21	4.0	7.3	120	25
01/11/21	2.5	7.7	100	25
01/13/21	5.0	7.3	70	30
01/15/21	5.0	7.4	100	25
01/18/21	1.0	7.7	80	30
01/20/21	5.0	7.4	80	25
01/22/21	4	7.5	60	30
01/25/21	6.5	7.8	50	30
01/28/21	5	7.3	80	30



JANUARY CHEMICAL READINGS

Splash	CHLORINE	PH	Alkalinity	Stabilizer
01/06/21	6.0	8.0	79	30
01/08/21	8.0	7.6	80	30
01/11/21	5.0	7.3	70	30
01/13/21	3.5	7.8	50	30
01/15/21	4.5	8.0	70	25
01/18/21	4.0	7.2	60	30
01/20/21	3.0	7.2	80	30
01/22/21	5.0	7.4	80	30
01/25/21	3	7.8	50	30
01/28/21	4	7.3	50	30



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer TAMAYA COMMUNITY-BEACH CDD Account # 720157

Biologist NICK Cell # 404-637-9644 Date 7 FEB 21 Time AM

Pond #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Algae		✓				✓		✓	✓	✓			✓			✓
Emergent																
Underwater										✓			✓			
Floating										✓			✓			
Terrestrial																
Dye		✓				✓		✓	✓	✓			✓			✓
Outfall Insp.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restricted # of Days	∅	∅	∅	∅	∅	∅	∅		∅	7	∅	∅	7	∅		∅

Method	Water Level	Clarity	Carp Program	Water Testing
Boat <u>Backpack</u> AirBoat ATV	Low <u>Normal</u> High	Tannic <u>Clear</u> Turbid Planktonic	Introduce Carp Re-Stock Recom Barriers Inspected	Chemistry O2 _____

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Nutria
Bream	Bass	Carp	Catfish	<u>Turtles</u>	Tilapia

Native/Beneficial Vegetation

Pickerelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	<u>Bacopa</u>	Chara	<u>Spikerush</u>	Canna
Other _____				

Comments Treated areas indicated above, thanks!

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

TAMAYA- BEACH CDD

To: Board of Directors
From: Jesse Skinner – Divisional Director, CMCA
Subject: March Field Report

Community Review:

Sunstate Landscape Report- Attached for your review.

Crystal Clean Pool Report- No Report Received.

Lake Doctors Pond Report- Attached for your review.

Please contact me if you have any questions concerning the reports included in this packet.

Tamaya work plan for March 2021

Complete grass cutbacks

Fertilize all turf.

Fertilize Roses and Azaleas

Begin Pine Park installation starting in Tamaya North, then going to the Amenity center

Begin Pine straw installation, starting with Phase 1 and Phase 2

Straighten leaning Italian cypress near Event lawn.

Clean up natural area along lake as requested.

Repaired 2 main line breaks along Tamaya Blvd.

In addition to the above we will be performing regular maintenance.



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1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer TAMAYA COMMUNITY-BEACH CDD **Account #** 720157

Biologist NICK **Cell #** 904-637-9644 **Date** 16 MAR 21 **Time** AM

Pond #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Algae		✓		✓	✓		✓			✓		✓		✓		
Emergent	✓						✓								✓	
Underwater				✓			✓			✓				✓		
Floating	✓			✓			✓			✓				✓	✓	
Terrestrial	✓						✓								✓	
Dye		✓										✓				
Outfall Insp.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Restricted # of Days	124	0	0	7	0	0	124	0	0	7	0	0	0	7	124	0

Method	Water Level	Clarity	Carp Program	Water Testing
<input checked="" type="radio"/> Boat <input checked="" type="radio"/> Backpack <input type="radio"/> AirBoat <input type="radio"/> ATV	<input type="radio"/> Low <input checked="" type="radio"/> Normal <input type="radio"/> High	<input type="radio"/> Tannic <input checked="" type="radio"/> Clear <input type="radio"/> Turbid <input type="radio"/> Planktonic	<input type="radio"/> Introduce Carp <input type="radio"/> Re-Stock Recom <input type="radio"/> Barriers Inspected	<input type="radio"/> Chemistry <input type="radio"/> O2 _____

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Nutria
Bream	Bass	Carp	Catfish	<u>Turtles</u>	Tilapia

Native/Beneficial Vegetation

Pickerelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	<u>Bacopa</u>	Chara	<u>Spikerush</u>	Canna
Other _____				

Comments Treated areas indicated above, thanks!

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of Room Rental Agreement



Tamaya Amenity Center
 12788 Meritage Blvd.
 Jacksonville, FL 32246

Resident Facility Reservations and Use Agreement and Conditions for Tamaya Residents

Date Requested: _____ Time: _____

Resident Booking Event: _____

Type of Event: _____

Address: _____

Email: _____ Phone: _____

I. Room Reservation



The Swimming Pool, Waterslide Area and Fitness Center may not be reserved for exclusive use at any time. Absolutely no access will be granted to the tennis or basketball court areas. Use of the Tamaya Amenity Center is on a first come, first serve basis with the Beach Community Development District Office reserving the right to refuse any application. Residents may appeal the decision to the Community Development District Board of Supervisors at its next available meeting.

II. Facility Rentals (Please Circle Room)



<u>Event Facility</u>	<u>Rental Rate</u>	<u>Damage/Security Deposit</u>
Boardroom (Up to 4 Hours, Limit of 12 people):	\$150.00	\$150.00
Pool Cabana (Up to 4 Hours, Limit of 25 people):	\$150.00	\$150.00
Palm Court & Bar (Up to 4 Hours, Limit of 50 people):	\$250.00	\$150.00
Tamaya Hall (Up to 4 Hours, Limit of 80 people):	\$750.00	\$750.00
Tamaya Hall (Up to 6 Hours, Limit of 80 people):	\$900.00	\$750.00
Tamaya Hall, Palm Court & Bar (Up to 6 Hours):	\$1,500.00	\$750.00
Tamaya Hall, Palm Court & Bar (Up to 8 Hours):	\$2,500.00	\$750.00
Group Fitness Room:	\$350.00	\$350.00
Large Event Lawn:	Check Availability	No Charge

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Reservations may not be made more than four (4) months prior to the event or made less than two (2) weeks prior to the event. A wedding and reception may be booked more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Facility is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington’s Birthday, Columbus Day and Veterans day) as well as the following holidays/weekends:

Easter - Memorial Day - 4th of July - Labor Day – Thanksgiving - Christmas Eve - Christmas Day – New Year’s Eve

III. People in Attendance

Residents should be prepared to discuss the size of the event when discussing the rental with the Facility Manager. Different facility areas have capacity’s set by building code, the Facility Manager has the discretion to limit the size of the event after determining the details presented by the resident. Additional guests over the agreed number of patrons will be turned away by the Facility Manager.

IV. Event Hours

Tamaya Hall: Daily Hours of Operation will be determined by the Facility Manager. When rented individually, the Boardroom, Pool Cabana, Palm Court & Bar and Tamaya Hall are available for up to 4 hour increments. The Tamaya Hall with the Palm Court & Bar may be rented for up to 6 or 8 hours depending on the type of event. All rental times for all facilities are inclusive of setup and post event cleanup. The Event Lawn is on a first come, first serve basis. Any event times that will end later than 7:00pm must be approved by the Facility Manager.

V. After Hours Staffing

For events with more than 25 people during operating hours, or for events after operation hours, additional staff will be required at a rate of \$_____ hour.

For events in Tamaya Hall, past 6:00 pm, an off-duty JSO officer is required at a rate of \$35 per hour to be paid by the resident at the start of their event. (The Facility Manager can help acquire an officer.)

VI. Reservations

Reservations must be made at least two weeks in advance of the event date. Staff will take reservations on a “first come, first serve” basis and can be made only in person by filling out this form. Reservations will be held for 15 minutes past the scheduled start time before re-assigning the reservation time slot. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than 2 weeks prior to the scheduled event to have full rental fee and the full deposit returned. If the event is cancelled less than 2 weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.

VII. Security Deposit

Payment of the security deposit and rental fee will secure the rental time, location and date. The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any

damages including any cleanup costs associated with the rental. To receive the full refund of the security deposit within ten (10) days after the event, the renter must:

- Ensure that all trash is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore all furniture and other items to their original position.
- Wipe off counters, table tops and sink area.
- Replace the trash bag.
- Clean out and wipe down the refrigerator and all cabinets and appliances used.
- Clean any windows and doors in the rented area.
- Ensure that no damage has occurred to the Amenity Facility.
- Residents, Organizers and Guests are required to adhere to all Tamaya Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of the person’s security deposit and termination of the reservation.
- Pets (with the exception of “Service Animals”) are prohibited from any and all rented facilities.

VIII. Catering

Any group using the catering kitchen will be expected to return it to an acceptable state of cleanliness, including trash removal. When using a professional caterer, this condition must be adhered to by the caterer.

Catering: _____ Yes, I will hire a professional caterer from the Preferred Vendors List
_____ No, I will make other food arrangements; please see below:

IX. Alcohol Consumption

_____ Yes _____ No

Event Liability Insurance is needed. Coverage for one million (\$1,000,000.00) is required. If an event is catered, the caterer may provide the Beach Community Development District Office with proof of liquor liability insurance. If not, the renter must provide some other form of insurance acceptable to the Facility Manager. At least seven (7) days prior to the event the Beach Community Development District Office must receive proof of insurance. Such proof may be in the form of a letter on your homeowner’s insurance company’s letterhead stating that you have a “Host Liquor Liability Policy” or some other form acceptable to the Facility Manager.

A qualified bartender must be provided to serve guests.

No glass, breakable items, or alcohol are permitted in the pool area.

Without limiting the generality of the foregoing, the resident or organizer of the event agrees that no alcoholic beverages will be served to any person under the age of 21 or to any person already intoxicated.

X. Entertainment

Since the Amenity Facilities remain open to all residents, the volume and appropriateness of all entertainment must meet the Beach Community Development District Office approval.

XI. No Smoking

All rooms at the Tamaya Amenity Center are designated as smoke free environments and smoking is prohibited.

XII. Decorating



The resident or organizer will be limited to only table top decoration. No wall, ceiling decorations, or confetti are permitted. No decorations or objects from the Tamaya Amenity Center may be removed. No smoke or fog machines are permitted. If food is being served, then table linens must be used on all tables.

XIII. Limited Parking

The resident or organizer will be restricted to the Tamaya Amenity Center parking. The parking lot has limited parking and handicapped parking spaces with a maximum capacity of 96 vehicles. No residents or guests are allowed to park on the Event Lawn at any time and for any reason.

XIV. Limited Access



Participant's access must be limited to the area booked for this event. Absolutely no access will be granted to the tennis courts or basketball court areas. Pool access will be determined by the size and type of event taking place. Photos may be taken on the property as long as the residents are not bothered.

XV. Cleanup

The resident or organizer of the event must be present during setup and teardown. The resident or organizer is also responsible for removing all trash from the room, cleaning up the decorations and returning the overall condition of the room to the condition at the beginning of the function. All chemicals used for cleaning must be approved by the Facility Manager to prevent any damage to the property.

XVI. Payment

At the time the reservation is made, two checks or money orders, one for the damage/security deposit and one for the room rental, both made out to the Beach Community Development District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Payment of the security deposit and rental fee will secure the rental time, location and date.

XVII. Special Requests

All special requests must be approved by the Facility Manager. Residents may appeal a denial to the Beach Community Development District Board. Please list any special requests below:

XVIII. Vendors and Merchandise

Any vendor who will sell or giveaway merchandise must have a copy of their business license and insurance on file with the Beach Community Development District Office. Such insurance shall name the Beach Community Development District as an additional insured.

XIX. Illegal or Disruptive Behavior

Any group or individual conducting an illegal activity in the facilities may be required to immediately exit the facilities and may be suspended or prohibited from using the facilities.

Patron and Patrons Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility Staff.

XX. Animals

Only service animals are permitted in the Tamaya Amenity Center.

XXI. Indemnification and Hold Harmless

The below signed individual or entity agree to defend, indemnify, and hold harmless the District and its respective supervisor, agent, employees and contractors from any and all liability, claims, action, suits or demands by any person, corporation or other entity for any injuries, death, theft and real or personal property damage of any nature arising out of or in connection with the use of the facilities contemplated by this document, including litigation or any appellate proceedings with respect thereto.

The resident or organizer of the event agrees that the terms set forth herein apply to himself or herself and all of his or her guests, agents, directors, employees, consultants or similar persons. Nothing contained in these policies shall constitute or be construed as a waiver of the Beach Community Development District's limitations on liability contained in section 768.28, Florida Statutes or other Statutes.

XXII. Cancellation Policy

Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than two (2) weeks prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than two (2) weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.

Print Name

Date

Signature

Date

Witnessed By

Date