

Beach Community Development District

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The SPECIAL meeting of the Board of Supervisors of **Beach Community Development District** will be held on Tuesday, July 6, 2021 at 1:00 pm at the Tamaya Amenity Center located at 12788 Meritage Blvd. Jacksonville, FL 32246. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroup.webex.com/meet/carvalhov>

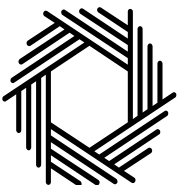
BOARD OF SUPERVISORS' MEETING AGENDA

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 is limited to 3 minutes and should not include ANY personal attacks when addressing the Board]*
 1. Consideration of the Minutes of the April 23, 2021 Board of Supervisors' Meeting

General Business Matters

2. Review and Discussion with Sunstate Representative Pertaining to Landscape Matters throughout the Community
 - a. Review of Irrigation Site Map (under separate cover)
 - b. Update of the Lethal Yellowing Treatment
 - c. Discussion of Revising Sunstate Contract
3. Review of the JEA Invoices and Processes for Reclaim Water Consumption
4. Review and Consideration of Alcohol Consumption at the Tamaya Amenity Center (under separate cover)
5. Review and Consideration of Revised Room Rental Agreement (under separate cover)
6. Review and Consideration of Revised Amenity Policy (under separate cover)
7. Discussion and Consideration of Purchasing Computer Equipment
8. Review and Consideration of Revising Check Signing Process for District Expenses
9. Review and Consideration of Revising Disbursement Resolution for CAP on Non-reoccurring Expenditures
10. Discussion Pertaining to Tamaya Blvd Maintenance and Adjacent Property Owners
11. Discussion Pertaining to Lifestyle Programing Budgetary Line Item



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12. Discussion of a Sample Assessment Template for Reviewing Leland Management Contractual Commitments (under separate cover)
13. Discussion Pertaining to Field Manager and Lifestyle Coordinator with Leland Management Services
14. Discussion Pertaining to Gates and Cameras System in the Community
15. Consideration of Request of Fitness Time Change
16. Consideration of Resolution 2021-08, Annual Board of Supervisors Meeting Schedule & Workshop Meeting Schedule FY 2022
17. Discussion Pertaining to Tennis Courts Reservation System & Update of Maintenance Items
18. Letter from Supervisors of Elections- Duval County
19. Review & Acceptance of Fiscal Year 2020 Audit Report

Other Business

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

Adjournment



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the April 23, 2021
Board of Supervisors' Meeting

MINUTES OF MEETING

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

Friday, April 23, 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	
Andy Hagan	Assistant Secretary	(via phone)

Also present and or via speakerphone:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	Assistant DM- PFM Group Consulting LLC	(via phone)
Amy Champagne	District Accountant – PFM Group Consulting LLC	(via phone)
Wes Haber	District Counsel- Hopping Green & Sams	
Mike Veazey	Project Manager- ICI Homes	
Scott Wild	District Engineer	(via phone)
Jesse Skinner	Leland Management	
Robert Renn	Homeowner	
James Kendig	Homeowner	
Lynne Cooney	Homeowner	(via phone)
Don Rosborough	Homeowner	(via phone)

Various audience members present

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho call to order at 1:04 p.m. the Beach Community Development District Board of Supervisors' Meeting and proceeded with roll call. Those in attendance are outlined above.

Mr. White discussed the format of the meeting today.

Public Comment Period

Mr. Rosborough commented on some of the maintenance item on the Budget. He questioned how the tennis court resurfacing will be budgeted. Ms. Carvalho answered the Board will have a section to discuss the Proposed Budget. Mr. Rosborough mentioned the basketball courts still need to be fixed and he commented on the landscaping by the tennis courts recommended repair. He provided feedback on the cameras and asked where they are located, if they are operational, and if they capture license plates at the gate. Ms. Carvalho acknowledged the comments.

Ms. Carvalho asked for questions and comments regarding the Budget to be saved until the Preliminary Budget discussion later on the Agenda.

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

Ms. Carvalho noted she received a resignation letter from Mr. Martin. She requested a motion from the Board to accept his resignation for Seat 5 on the Beach CDD Board.

On MOTION by Mr. White seconded by Mr. Kounoupas, with all those in favor, the Board acknowledged Mr. Martin's resignation from the Board.

**Consideration of Replacement for
Seat 5**
a) Robert Renn
b) James Kendig

Ms. Carvalho explained the District received resumes from two candidates. Mr. Renn provided an overview of his experience. Mr. Kendig also provided an overview of his experience. Ms. Carvalho noted when Mr. Martin informed her he was resigning he made a recommendation for Mr. Renn to replace him. Ms. Tondi asked if a CDD Board Member was also allowed to be on the HOA or if that was a conflict of interest. Mr. Haber responded that it is not a conflict of interest and an individual can be on both Boards. However, they need to be careful of any conflicts that may arise on matters that may be relevant to both entities and regarding the Sunshine Law. A discussion took place about the candidates.

Ms. Tondi suggested a landscaping committee and suggested Mr. Kendig can spearhead the Landscaping Committee and oversee the landscaping throughout the community.

On MOTION by Mr. White seconded by Ms. Tondi, with all those in favor, the Board nominated Mr. Renn for Seat 5 on the Beach CDD Board of Supervisors.

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

Ms. Carvalho administered the oath of office to Mr. Renn and asked if he would like to waive or receive compensation. He chose to waive compensation. Mr. Haber explained the Sunshine Law and Public Record Law.

Discussion of Survey and Results

Mr. White provided an overview of the survey and the results.

He explained that of the residents that responded to the survey there are 72% of the community is in favor of 24/7 gate coverage. He stated an additional \$120,000.00 will allow 24/7 gate coverage plus additional funds for roaming. He reported that 50% of the community is not happy with the landscaping. Furthermore, he stated that there is not enough positive feedback to put unlocked gates on the sidewalks. There were also questions regarding security cameras on sidewalks. There was a question pertaining to the timing of CDD Workshops. The overwhelming feedback from residents was to hold the workshop in the evening hours preferably from 6:00 p.m. - 8:00 p.m. A discussion took place.

There was a question on the survey regarding wait time on the gate arm swing. The survey results reflect that 81% of the residents stated they have no issue on waiting. There was a question regarding how many guests each household should be able to bring to the pool. The survey results reflect that 54% of residents said 4 which is currently the rule. There was 60% of residents no in favor of identifying and or wearing the wristbands at the Amenity Center.

Mr. White will continue to do surveys like this periodically to get input from the community.

SECOND ORDER OF BUSINESS

General Business Matters

Mr. White requested that the Budget discussion line item is moved up on the Agenda so it can be addressed right away since certain Board members will not be able to stay through the entire meeting.

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

Ms. Carvalho presented the Preliminary Budget for Fiscal Year 2022. This District is increasing the maximum assessment level that was previously noticed. There were Net Revenue that was Adopted for Fiscal Year 2021 based on a \$1,366,726.00 Budget. If the Board does not make any changes and approve the Propose Budget for Fiscal Year 2022 as presented, there is a significant increase to a total Net Revenue of \$1,619,334.00. In addition, she outlined to the Board that the Budget line items are reflected by various colors to identity contracts that are reoccurring in nature and services provided on either a monthly, quarterly, semi-annual, and annual basis. If the District decides to approve a higher Budget, they have time between now and the Public Hearing to reduce from the Net Revenue amount, but they cannot exceed the Net Revenue amount after today.

Mr. Haber explained the two-step process for the Approval of the Proposed Budget and Adoption of the Budget during the Public Hearing.

A discussion took place regarding an increase to security.

A lengthy discussion took place regarding PFM fee increases and communication. Ms. Carvalho stated per the Proposed Budget presented the driver for the increase of the overall Budget is the increase line item of security services in the Proposed Budget. It was increased based on the community's need and the feedback from the recent survey completed.

A Board Member stated that a resident informed them when they bought in Tamaya they were told they would have 24/7 security. Why is the budget increasing to provide what the residents told they already had? A response was the only way the community would have 24/7 security is to pay that through the CDD. The District can also set the assessment at a cap amount in order to prevent the District from increasing every year and saving the cost from notices. There is a contingency line item for Hurricane and if the District thinks there are other items that need those funds the Board can take that into consideration.

Ms. McCarrick clarified the O&M Assessments are disclosed in the CDD Disclosure that every homebuyer gets as part of their contract. It discloses the assessments including the O&M Assessments and it is updated every year. It specifically says it is based on the current year's budget and is subject to change annually. The District chose not to assess people for services they were not receiving. The Assessments are based on the actual services being provided and 24/7 security was not being provided. Any homeowner or buyer can request and may have been provided a copy of the O&M Budget.

Mr. Kendig provided feedback on the budget. He is very disappointed in it and believes it should be 10%-15% reduction for next year. He challenged the Board to reduce the budget.

Greg Wong commented there are dead trees in the community. Ms. Carvalho indicated there is a section for audience comments at the end of the agenda for any concerns not on the agenda or not addressed during the budget discussion.

Homeowners provided comments regarding the 24-7 Security. What will the District accomplish with that security and how will it improve the District? A Board Member responded that it provides peace of mind. The District has resources to catch criminals.

Ms. Carvalho asked Ms. Champagne to calculate the Total Net Revenue an Assessments. Ms. Champagne stated the Total Net Revenue for the Fiscal Year 2022 Budget is \$1,619,334.00. The net assessment is \$1,708.16. The gross assessment is \$1,846.66.

Ms. Carvalho requested a motion to approve Resolution 2021-07, approving a Preliminary Budget for Fiscal Year 2022 and Setting July 23, 2021 at this location at 1:00 p.m. as the Public Hearing date for a Total Net Revenue of \$1,619,334.00.

A question was raised if the Budget reflected funds for the Tennis Court resurfacing. Ms. Carvalho confirmed there is a Tennis Court line item and contingency line items that are funds allocated for resurfacing the tennis courts. In addition, she stated the landscape line items is reflecting the new areas that will be constructed in the last phase of the community in which the District will maintain. She stated due to the landscape maintenance line item increase during the FY the District will have to initiate an RFP process for landscaping services.

On MOTION by Mr. White, seconded by Mr. Kounoupas, with 4 in favor and 1 opposed (Maria Tondi), the Board Approved Resolution 2021-07, approving a Preliminary Budget for Fiscal Year 2022 and Setting July 23, 2021 at this location at 1:00 p.m. as the Public Hearing date for a Total Net Revenue of \$1,619,334.00 and a Net Assessment of \$1,706.16 and a Gross Assessment per unit of \$1,846.66.

Ms. Tondi was asked why she was opposed. She stated there are too many open areas within the District and she does not think the District should go to 24/7 security until those areas are closed off.

Review and Consideration of Code Ethics

Mr. Haber provided an overview of the Code of Ethics. A lengthy discussion took place between Mr. White and Ms. Tondi regarding proper conduct of Board Members.

Ms. Carvalho requested a motion to approve the Code of Ethics as presented.

On MOTION by Mr. White seconded by Mr. Kounoupas, with 4 in favor and 1 opposed (Maria Tondi), the Board approved the Code of Ethics.

Ms. Carvalho stated because Ms. Tondi voted in opposition, she will not have to sign the Code of Ethics.

Proposal of Beach CDD Workshop

Mr. White proposed a timeframe for the Beach CDD Workshop Agendas.

The first and second workshop will have the first 30 minutes for uninterrupted residential comments on the agenda, or other concerns. The Board will walk through the workshop agenda on the front end by individuals submitting agenda topics to Ms. Ripoll or Ms. Carvalho. It will begin dialogue for the upcoming quarter and discuss need and content for additional surveys and determine follow ups from residential comments. These workshop sessions may include on the Agenda contract review on the various services provider such as but not limited to PFM contract for District Management Services and Leland Management for Field Management and Lifestyle Coordination Services to the community. The second workshop has the goal to review and finalize the Board of Supervisors agenda for the quarterly meeting and not repeat the first workshop items but determine agenda add-ons that need to be in place for the upcoming quarterly meeting.

He stated meetings are agenda driven as exceptions allow as time permits. Meeting notes are recorded on a recorder. Furthermore, the Board should try to adhere to Beach CDD Code of Ethics and try to end the workshops on time.

Ms. Tondi stated the last workshop Beach CDD had, an agenda was put out with a call-in number that was not functional. This was a problem as residents tried to call in. She asked for a reminder to turn in agenda workshop items. Ms. Carvalho said PFM can incorporate a schedule with a reminder to the Board to submit the Agenda items so the Board does not have a potential issue with Sunshine Law. Ms. Tondi requested the format of the workshop agenda not include a call in number to avoid issues with connectivity. PFM will request from the Board, agenda items.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board approved the Proposal for Beach CDD Workshop Format.

Mr. Kounoupas left the meeting in progress at 2:43 p.m.

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

The Board reviewed the Minutes from the January 11, 2021 Special Board of Supervisors Workshop Meeting.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board approved the Minutes of the January 11, 2021 Special Board of Supervisors' Workshop Meeting.

Mr. Kounoupas joined the meeting via phone.

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

The Board reviewed the Minutes from the January 22, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board approved the Minutes of the January 22, 2021 Board of Supervisors' Meeting.

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

The Board reviewed Minutes from the March 18, 2021 Special Board of Supervisors' Workshop Meeting.

Mr. White (Did Mr. White or Mr. Veazey request this?) requested that it is stricken from the minutes any reference to Mr. Veazey, Jesse Skinner, or Leland Management, Inc. since they were not present at the meeting.

On MOTION by Mr. White, seconded by Mr. Renn, with 4 in favor and 1 opposed (Maria Tondi), the Board approved the Minutes of the March 18, 2021 Special Board of Supervisors' Workshop Meeting, as amended to remove any reference to Mr. Veazey, Mr. Skinner, or Leland Management.

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

The Board reviewed the Minutes from the April 8, 2021 Special Board of Supervisors' Workshop Meeting.

Mr. Veazey requested that it is stricken from the minutes any reference to himself, Jesse Skinner, or Leland Management, Inc. since they were not present at the meeting.

On MOTION by Mr. White, seconded by Mr. Renn, with 4 in favor and 1 opposed (Maria Tondi), the Board approved the Minutes of the April 8, 2021 Special Board of Supervisors' Workshop Meeting as amended to remove any reference to Mr. Veazey, Mr. Skinner, or Leland Management and incorporating comments from Mr. Kounoupas and Mr. White.

Mr. White asked why Ms. Tondi was opposed to the motion. She stated she is against pulling out facts of the meeting. Ms. Carvalho stated minutes like this should reflect a lengthy discussion ensued but not reflect names and reference individuals were not present. A discussion took place about the process of taking minutes for workshops. A recording of the workshop will be taken, and minutes will reflect that the Board met on a certain date and time, the agenda and the topics which were discussed.

**Public Hearing on the Adopting
Revised Rules of Procedure**

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2021-06, Adopting Revised Rules of Procedure**

Ms. Carvalho requested a motion to open the Public Hearing.

On MOTION by Ms. Tondi, seconded by Mr. Renn, with all those in favor, the Board opened the Public Hearing.

Mr. Haber provided an overview of the changes with the revised Rules of Procedure. A memo is attached to the Resolution which outlines the changes.

Mr. White asked how the Board knows what was revised. Mr. Haber stated he circulated a red-lined version. Ms. Carvalho noted the version being reviewed today is the final version with the memo attached. Mr. Haber stated he is recommending these changes for every District he represents.

Mr. White requested the Board first approve the redlined version and then convert it to a final version. Mr. Haber stated the Board can make a motion to continue the Public Hearing and it will be on the agenda for the next meeting. Between today and the next meeting the red-lined version can be circulated to the Board. Mr. Haber stated if they have questions to call him.

Mr. Renn asked the implications if the Board votes against. Mr. Haber stated the changes are relevant to the CDDs his firm represents around the State of Florida. The rules govern all CDDs. Not every lawyer has a Rules of Procedure adopted by the CDD they represent or update them based on changes in the law. If the District chose not to adopt the Amended Rules of Procedure, the existing Rules of Procedure would remain in place.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board continued the Public Hearing of Revised Rules of Procedure to July 23, 2021 at 1:00 p.m. at this location.

Consideration of Annual Review of all District Contract Services

Mr. White would like to incorporate a review of contracts. He requested the creation of a schedule to incorporate in some workshops a review of contracts. Some of that review will be for understanding, input and feedback. The District would begin with Leland Management and PFM.

Ms. Tondi asked if the District will be getting RFPs for services. Mr. Haber stated any maintenance contract that exceeds the \$195,000.00 threshold would require the District to go through a formal public bidding process. Landscaping is the only contract that might require that process as the other contracts are not maintenance contracts.

A lengthy discussion ensued about the formation of a committee for the purpose of soliciting proposals and report back to the Board.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board approved the process to review contracts on a schedule during the District Workshop.

Consideration of Purchasing a Recorder

Ms. Carvalho stated this item was addressed when the Board approved the revised workshop format. PFM will proceed with purchasing a recorder for the Board to have for the workshop meetings.

Discussion Pertaining to Computer Equipment

Ms. Carvalho explained this was a discussion she had with Mr. White about the existing computer the District is leasing. A lengthy discussion took place. Mr. Skinner will provide a proposal for a computer, technical support, a backup doc, and software. The Board will also look into outside technical support for comparison.

Ms. Carvalho will send an email to the Board providing information regarding the lease.

Mr. Wild District Engineer Staff Report was moved up for discussion. Mr. Veazey discussed the topic of irrigation. The Board looked at the potential of doing a Consumptive Use Permit. There are two pump stations at two different locations. It is \$70,000.00 per pump station and \$30.00 for permits. A lengthy discussion took place. Mr. White requested District staff to continue work on the proposal for the Consumptive Use Permit. A lengthy discussion continued. Ms. Tondi requested that JEA do a Water Smart Check.

Mr. Haber left the meeting in person and will join via phone.

Mr. Veazey discussed at length about tree trimming and pruning. ICI has been paying for it to date and the CDD will take over the responsibility when the Developer is gone from the District.

Ms. Carvalho asked Mr. Wild to provide a proposal as to any work associated with the Consumptive Use Permit.

Consideration of Southeast Fitness Center Proposal & Agreement

Ms. Carvalho noted the Board approved this item at a previous meeting however, it was brought back to the Board because there was a revision in the agreement. The cost is \$585.00 each time semiannually, twice per year to service the Fitness Center equipment. A discussion took place.

On MOTION by Mr. White, seconded by Mr. Renn, with 4 in favor and 1 opposed (Maria Tondi), the Board approved the Southwest Fitness Center Proposal and Agreement.

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

Ms. Carvalho stated it was discussed previously that the District will start the process of renegotiating all the contract's services for the District during the Workshops. Ms. Tondi requested District staff get three proposals on every contract. She made a motion which was seconded by Mr. Renn. Mr. White requested a \$500.00 threshold, but Ms. Tondi was not in favor of the threshold. Ms. Carvalho stated requiring bid comparisons to be brought back to the Board is not feasible when dealing with emergency items. A lengthy discussion took place. The District will figure out the right threshold and go from there. No action was taken on this matter.

Review and Ratification of E-Verification Application Completion

On January 1, 2021 a new law went into effect that requires the District and all its contractors to be E-Verified with the Department of Homeland Security. The District Manager completed the E-Verification application on behalf of the District.

On MOTION by Mr. White, seconded by Ms. Tondi, with all in favor, the Board ratified the E-Verification Application Completion.

Review and Consideration of Lake Doctors Renewal Agreement

The Board reviewed the Lake Doctors Renewal Agreement. It is unchanged.

Ms. Tondi stated the District has nothing to compare this agreement to and the District is at the same place. Ms. Carvalho responded this contract will be tied to what Mr. White stated when the District has its workshop and the Board starts reviewing all contracts for services provided to the District.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board Approved the Lake Doctors Renewal Agreement.

**Discussion from Insurance Agent
Pertaining Alcohol Usage in the
Amenity Center**

Ms. Carvalho distributed a documentation she received from the District’s Insurance Agent with Egis pertaining to alcohol usage in the Amenity Center. A discussion took place pertaining to individuals bringing their own alcohol to social events. Ms. Carvalho read the document provided by the Insurance Agent. Mr. Skinner and Ms. Carvalho provided their thoughts on the alcohol usage in the Amenity Center. A lengthy discussion took place. No action was required by the Board. This will be a continual discussion at the next workshop.

**Ratification of Payment
Authorizations 192--202**

The Board reviewed Payment Authorizations 192-202.

Ms. Tondi asked for actual invoices as there was a check that came in from Ken for \$199.00 and an email but not the actual invoice from LifePro. Mr. White requested more detail regarding invoices. Ms. Carvalho stated the Board already approved the LifePro proposal. Ms. Tondi requested invoices from the vendors and not checks. A discussion took place.

On MOTION by Mr. White, seconded by Mr. Renn, with all those in favor, the Board Ratified Payment Authorizations 192-202.

**Review of District Financial
Statements**

The Board reviewed the District Financial Statements. No action was required by the Board.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –

Mr. Haber provided the Board with legislative updates. There are two bills being considered that may affect CDD operations. One is to consider allowing notices to be made public on a website instead of the newspaper which will be a cost savings to the District. The other is a consideration to require Supervisors of Special Districts to take certain training. He will let the Board know what that obligation is if the bill passes.

District Engineer –

No additional report

District Manager –

Ms. Carvalho indicated the next regularly scheduled Board Meeting is July 23, 2021 at 1:00 p.m. at this location. It will be the Public Hearing for the Budget and the continuation of the Public Hearing for the Revised Rules of Procedure. PFM will give the recorder to Ms. Crawford for the District Workshops as well as change the Workshop for the remainder of this Fiscal Year for the time to be from 6:00-8:00 p.m.

Mr. White asked Mr. Skinner to request Ms. Crawford to work with Mr. White on setting up for the workshops.

The Board reviewed the Field Manager Report. Ms. Carvalho stated District Onsite Staff needs direction regarding the Room Rental Agreement.

Mr. Skinner asked about the mask mandate and rental. The Amenity Center is at 50% capacity on rentals. He asked the Board for direction. Mr. Haber stated the Board has the authority to make its own determination on what restrictions it wants to implement. Ms. Carvalho stated another District that both she and Mr. Haber work with decided not to mandate the use of masks in open areas. Most other Districts are still at 50% capacity for indoor activities. A lengthy discussion took place.

On MOTION by Ms. Tondi, seconded by Mr. Renn, with all those in favor, the Board approved lifting the mask restrictions and increase indoor capacity to 75% effective immediately and full capacity as of June 1, 2021.

Ms. Crawford provided an overview of the changes to the Rental Agreement. The large event lawn is not to be reserved exclusive at any time. It is not a rentable space. A lengthy discussion took place and liability was discussed. A discussion took place to remove the event lawn from rentable areas within the agreement.

A discussion took place regarding group fitness capacity. Ms. Tondi noted it is regulated by the Fire Code.

The event lawn is on a first come first serve basis. This should be removed if the event lawn is not rentable.

Mr. Crawford reported that events with more than 25 people during operating hours will need to pay a going rate of \$35.00.

Staff will take reservations on a first come first served basis and can be made only in person by filling out a form. They also need a rental check and deposit check on file. A discussion took place.

For decorations- candles are open flame and cannot be used for resident rentals.

Limited Access- Ms. Crawford will remove the verbiage that pool access will be determined by the size and type of event taking place and replace it with pool access is only allowed with the rental of the pool cabana. A discussion took place.

Ms. Tondi requested Ms. Crawford represent the Rental Agreement once revised for the Board to give their final approval. A discussion took place regarding the event lawn.

On MOTION by Mr. White, seconded by Mr. Renn, with 4 in favor and 1 opposed (Maria Tondi), the Board approved the Rental Agreement as amended with the changes outlined by Ms. Crawford with the exception of the provision pertaining the event lawn.

Ms. Carvalho requested Ms. Crawford proceed with the other changes and bring back the revised Rental Agreement with a redlined version for the Board to consider at the July meeting.

Audience Comments and Supervisors Requests

Ms. Tondi stated a homeowner emailed her with concerns about holding bunko at the Amenity Center. They asked why they have to sign something that holds them liable. Mr. Skinner asked if this was for the Bunko Social Committee. If someone is in the Amenity Center by themselves, they need to be responsible for the facility itself. A discussion took place regarding the language which indicates the individual holding bunko at the Amenity Center must provide insurance to be in the Amenity Center. Mr. Haber stated it is an appropriate document which is in place to shift liability for incidents that may arise at an event from the District to the residents. He stated that document shifts risk from the CDD to people who may rent the CDD facility. Ms. Tondi suggested a document starting the residents are responsible for opening, closing, turning off lights, locking up and keyholder. A discussion took place to alter the form to a keyholder form. Alcohol event require liability. Ms. Crawford will make changes to the document. Ms. Carvalho will connect with Ms. Crawford on the changes to the document.

A homeowner questioned if the Beach CDD and or ICI following the City of Jacksonville's Code of Ordinance on trees and Landscape Management. He commented about the mosquitos and drainage issues on his lot due to the standing water. He filed a report with the City Mosquito Abatement Division and the City Drainage Division. The City Mosquito Division called the next day with an explanation on how they spray for mosquitos. He did not hear from the drainage division who told him to speak to the Developer. He rode the District and counted 27 dead or dying trees. Most of them are located in stagnant water. Ms. McCarrick and Mr. Haber provided input on the Conservation Easement. If something the District wants to do is not permitted by the Conservation easement, they can make inquiries with the Water Management District and they will sometimes allow exceptions. Ms. McCarrick suggested the Board speak to Mr. Veasey who dealt with the permitting, maintenance of the permits and platting. The other resource is Mr. Wild who was also involved in the permitting and platting. A discussion took place. Ms. Tondi asked the homeowner to send Ms. Carvalho an email regarding his concerns and she will take it from there.

Homeowner questioned Leland Management and getting proposals for a different Management Company. He noted some resident requested that Mr. White consider resigning from the Board. Mr. White stated he has no plans to resign from the Beach CDD Board of Supervisors. Ms. Carvalho stated she has no affiliation with ICI or Leland Management. PFM has a contract with the District to provide District Management Services. Leland Management provides Field Management Services for this community. PFM is contracted and was hired by the Board no different from any other contractor that provides services to the District. Ms. Tondi stated at upcoming workshops the Board will be reviewing District contracts.

A homeowner asked Ms. Tondi about her comment to the City of Jacksonville regarding speed bumps in the subdivision. He noted the response she received was that they could not add speed bumps because these are private roads which is in conflict with what the residents heard. These are public roads and the District cannot stop anyone coming into the community from the gate. Ms. Tondi responded the CDD are Bond issued which means they are municipal bonds so they are public roads which must be maintained by the District. The same is true of the gate. A discussion took place regarding security. The District cannot by law lock gates. Mr. Haber clarified the CDD roads, sidewalks, and gates were funded with tax exempt Bonds. The CDD is a unit of government. The improvements are publicly owned and denying access with locks is not authorized. The District is able to have security and monitor activity. The gate guard can ask where they are going, who they are there to see and put up a gate but the District is unable to lock the gate on the sidewalk because they are public roads and need to be accessible to the public. Residents argued the District does not actually have 24/7 security if they can't deny access.

A homeowner asked who approved the cameras for use at the tennis courts. The Board approved the cameras to monitor amenities. Ms. Carvalho stated there have been issues in the past. The homeowner suggested putting a gate at the tennis court with a key card instead of approving cameras. Ms. Carvalho appreciated the comments and stated the Board has previously discussed this in the past. These are all things the Board will be reviewing to make a determination as they proceed with the Budget.

Ms. Tondi stated 3 months ago she did a report about ICI being approached about the gates. Two attorneys that lived in the District said if there was a buzzer at the gate and treated the entrance with the same questions at the gate house that would be considered

legal enough to come in. Mr. Haber had said he could look into putting a buzzer at the gates if the Board wanted. Mr. Haber recalled the 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 Mr. Renn, with all those in favor, the April 23, 2021 Beach Community Development District Board of Supervisors meeting was adjourned at 5:38 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

BEACH COMMUNITY DEVELOPMENT DISTRICT

Review and Discussion with Sunstate Representative
Pertaining to Landscape Matters throughout the
Community

Review of Irrigation Site Map (under separate cover)
Update of the Lethal Yellowing Treatment
Discussion of Revising Sunstate Contract



**SUN
STATE
NURSERY &
LANDSCAPING, INC.**

May 14, 2021

Mike Veazey
Development Project Manager
ICI Homes
14785 Old St Augustine Rd. Suite 3
Jacksonville, FL. 32258

Sun State Nursery and Landscaping Inc, strives to stay ahead of potential challenges that can affect your landscape investment. Not unlike humans, plants and trees experience new or mutated diseases that can be devastating if not quickly addressed. Currently, Florida and more specifically the Northeast Florida area has become susceptible to diseases that can kill many different species of Palm trees. The diseases are known as Lethal Yellowing and Lethal Bronzing and, are spread by a common insect known as the Leaf Hopper. Both diseases were previously named Texas Phoenix Palm decline. The re-naming is based on research that proves the diseases are not limited to Texas or Phoenix Palms and the fact there is a variant.

Below is a list of common name Palms currently impacted by this disease:

Bismark, Pindo, Coconut, Phoenix, Canary, Roebelin, Sylvester, Fan, Sabal, Queen and Windmill. The scientific names are included as a postscript to this letter. While susceptible, Medjool Palms do not seem to be affected as severely as Sylvester's. We still recommend inoculation, but that is up to you.

Duval and St. Johns are two of thirty-one Florida Counties that have confirmed cases of Lethal Yellowing/Bronzing.

This disease poses a serious threat to your landscape investment. A single Phoenix Palm can exceed \$5,000.

There is potential good news that we would like to share:

There is a low-cost preventable treatment program. The program consists of four steps and is very effective in preventing these diseases and also benefits the Palms in other ways. This is a tried-and-true preventative treatment plan. However, if you have a tree that is already infected, it cannot be saved, and the recommendation is immediate removal.

The treatment is achieved by drilling four small holes into the tree trunk and injecting a mixture of chemicals into the trees Vascular system, which prevents the tree from getting diseased.

Step 1 starts with the Injection of an antibiotic (disease control), a fungicide, (to prevent any disease from drilling into the tree), an insecticide (controls the insect that spreads the disease) and a nutritional package (to boost the trees health).

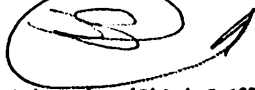
Steps 2 and 3 are a second and third quarterly treatment of the antibiotic.

Step 4 is a follow up treatment with insecticide and nutrients.

Sun State has been researching this treatment program and we have started applying the treatment on a selected basis. This has become a serious problem in our State and is not a Marketing program. We want to help you protect your investment and our environment.

Tamaya has approximately 76 Sylvester Palms. We can provide the above-mentioned treatment for \$200.00 per tree annually.

Sincerely,



Talmadge (Skip) Griffin
Maintenance Services Division Manager
Sun State Nursery and Landscaping

Scientific Names of Palm Trees Impacted:

Palm host range of the LBD Phytoplasma. Scientific Name Common Name Adonidia merrillii Christmas Palm Bismarckia nobilis Bismarck Palm Butia capitata Pindo Palm Carpentaria acuminata Carpentaria Palm Cocos nucifera Coconut Palm Livistona chinensis Chinese Fan Palm Phoenix canariensis Canary Island Date Palm Phoenix dactylifera Edible Date Palm Phoenix roebelinii Pygmy Date Palm Phoenix sylvestris Wild Date Palm Pritchardia pacifica Fiji Fan Palm Pseudophoenix sargentii Buccaneer Palm Sabal Mexicana Mexican Palmetto Sabal palmetto Cabbage Palm Syagrus romanzoffiana Queen Palm Trachycarpus fortunei Chinese Windmill Palm.

Florida Counties where Disease has been found:

Alachua, Hernando, Martin, Pinellas, Brevard, Highlands, Miami-Dade, Polk, Broward, Hillsborough, Monroe, Sarasota, Charlotte, Indian River, Okeechobee, Seminole, Collier, Jefferson, Orange, St. Johns, De Soto, Lake, Osceola, St. Lucie, Duval, Lee, Palm Beach, Sumter, Hardee, Manatee and Pasco.

**AGREEMENT BETWEEN SUN STATE NURSERY & LANDSCAPING, INC., AND
BEACH COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

This Agreement ("Agreement") is made and entered into this 1ST day of AUGUST, 2016 by and between:

Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Florida, and whose mailing address is 12051 Corporate Blvd., Orlando, Florida 32817 (the "District"); and

Sun State Nursery & Landscaping, Inc., a Florida corporation, with a mailing address of 9362 Phillips Highway, Jacksonville, Florida 32256 (hereinafter "Contractor", together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by the City of Jacksonville, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain landscape and irrigation improvements ("Improvements"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for the Improvements; and

WHEREAS, Contractor represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**. To the extent there is any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for the Improvements. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. Extra work will be quoted and approved by the District Manager before any work is started.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's

representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor in an amount of Ten Thousand Eight Hundred Dollars (\$10,800.00) per month for an annual total of One Hundred Twenty Nine Thousand Six Hundred Dollars (\$129,600.00). The term of this Agreement shall be for one year from the date of execution unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting

practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 8 LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or

report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under

this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Beach Community Development
District
12051 Corporate Blvd.
Orlando, FL 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Sun State Nursery & Landscaping,
Inc.
9362 Phillips Highway
Jacksonville, Florida 32256
Attn: Paul Kassab

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

SECTION 26. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

BEACH COMMUNITY
DEVELOPMENT DISTRICT

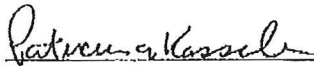

Secretary/Assistant Secretary
Board of Supervisors


By: 
KELLY MCCARRICK
Its: Chair
Board of Supervisors

Print Name: M.D. HAAS

ATTEST:

SUN STATE NURSERY &
LANDSCAPING, INC.


Witness

By: 
Print: PAUL KASSAB
Its: PRESIDENT

PATRICIA A. KASSAB
Print Name of Witness

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**BEACH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Board of Supervisors

Kelly McCarrick
By: KELLY MCCARRICK
Its: Chair
Board of Supervisors

Print Name: _____

ATTEST:

**SUN STATE NURSERY &
LANDSCAPING, INC.**

Patricia A. Kassab

Witness

[Signature]
By: 1
Print: PAUL KASSAB
Its: PRESIDENT

PAULIA A. KASSAB
Print Name of Witness

EXHIBIT A



CONTRACT AND SPECIFICATIONS
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
BY
SUN STATE NURSERY & LANDSCAPING, INC.

PROJECT ADDRESS: Tamaya
Beach Boulevard, Jacksonville, Fl.

CLIENT NAME: Beach Development District
ETM
14775 Old St. Augustine Road
Jacksonville, Fl. 32258

CONTACT PERSON: Mike Veazy

PHONE: 904-652-2558


DATE: 4/20/16

1. GENERAL INTRODUCTION: It is the intent of these specifications to establish requirements and guidelines for the general purpose of providing landscape services for the above referenced site. Upon the execution of this agreement the maintenance contractor agrees to furnish the services described herein and shall not deviate from any of the prescribed requirements listed without approval from the Owner.
2. CONTRACTOR REQUIREMENTS: The Contractor shall supply qualified and experienced personnel to perform all work consistent with sound horticultural practice.

All equipment, tool, labor, chemicals and vehicles used in the course of performing this contract shall be supplied by and be the full responsibility of the contractor.

The contractor shall not be liable for any damages caused by Acts of God, Freezes, Hurricanes, Vandalism, or any other instances which are beyond the contractors reasonable control.

It shall be the contractor's responsibility to thoroughly inspect and familiarize himself with the existing site conditions and to make the Owner aware of any existing deficiencies prior to assuming maintenance of the property. Should the Owner decide not to remedy the deficiencies when notified the contractor shall not be held responsible for subsequent damages.

3. SERVICE CONTRACT PERIOD AND RENEWAL: The term of this landscape service contract shall be for one year with a renewal option of one year, upon mutual agreement of both parties. ~~This contract may be cancelled by either party for non performance with 30 days written notice.~~ 
4. PROJECT BOUNDARIES: The project boundaries shall encompass all areas landscaped under the landscape installation contract including common areas and amenity center.

Page 1 of 6

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-8022 • Fax (904) 260-0833



5. **MOWING:** All lawn areas shall be mowed once a week (every seven days) during the growing season, herein defined as March 15 through November 15. During the remainder of the year mowing shall be completed at a minimum to maintain an even, finished appearance. All turf shall be mowed at its recommended height, typically between 2 to 5 inches depending on the species.
6. **EDGING:** Edging shall be done on a regular basis to coincide with the mowing schedule. All perimeter lawn areas including sidewalks, walkways, parking lots, curbing, landscape beds, where turf abuts similar types of areas shall be edged with a mechanical edger.

Building edges, light posts, fences, and other similar areas inaccessible by mechanical edgers shall be edged with a "string" mechanical edger in order to maintain a neat and trimmed appearance. To prevent injury to trees this type of edger shall not be used to edge tree rings.

All plant beds, tree rings and annual beds shall be kept clean and well defined in order to prevent encroachment by lawn areas.

All sidewalk expansion joints, curbs, and pavement edges shall be kept free of weeds by spraying of approved EPA listed herbicide.

7. **WEEDING:** Weeding of all landscaped areas shall be done on a routine basis coinciding with the service schedule, in order to maintain a neat and orderly appearance.

All weeds shall be removed in order to maintain a healthy and neat environment for the plant material. Weed removal may be done manually or using post & pre-emergent chemicals.

8. **TRIMMING:** Ornamental shrubbery shall be neatly trimmed on an as-needed basis in order to maintain a natural, well-groomed appearance while allowing the shrubs to reach mature and intended size. Great care shall be taken when trimming the plant material to understand and preserve the original design intent.

9. **PRUNING:** Plant pruning, shearing and trimming shall be accomplished under the supervision of an experienced specialist to assure this function is in accordance with recommended horticultural practices for properly allowing budding, blooming and growth habit to occur.

Frequency of pruning shall occur within the requirements of individual beds, species or individual growth patterns. Inspection for pruning needs shall be noted upon each site visit for planning of a pruning schedule. Selective pruning shall be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and insure health and vigor.

Trees shall be maintained free of any low hanging branches or limbs which interfere with vehicular or pedestrian traffic. Suckers shall be removed from the trunk or the base of the tree as they emerge. Great care shall be taken as not to injure or scar the tree. Tree canopies will be maintained at a height of twelve feet wherever possible.



10. **FERTILIZATION:** A soils analysis shall be made to determine the fertilizer and soil amendment requirements for each individual species including turf.

Turf areas shall be fertilized four times a year using a fertilization formula adjusted for season and turf requirements. Fertilization shall maintain all turf areas in vigorous growing condition and exhibiting good color during the growing season. Turf areas shall be kept free of weeds by the use of "Weed & Feed" type fertilizers.

All plants, shrubs, groundcover, and trees shall be fertilized two times per year with a fertilization formula adjusted for the season and growth conditions of the year. The fertilizer shall contain minor elements.

Feeding of all trees shall be accomplished by either the use of tree fertilizer stakes or by application of organic fertilizer at the rate of one pound per caliper inch.

Fertilization of annual beds shall be as often as needed to maintain a good bloom and color to minimize replacements.

11. **INSECT DISEASE AND CONTROL:** The contractor shall be responsible for the treatment of insects and diseases affecting all turf, plants, groundcover and trees within the project boundaries. Appropriate insecticides and fungicides shall be used in accordance with Local, State and Federal regulations.

Applications shall be made on an as needed basis. Care shall be taken to spray only when weather conditions are favorable.

Use only EPA approved insecticides and fungicides.

Material Safety Data Sheets can be made available for any material being sprayed per OSHA regulations.

A spraying program shall be developed to minimize infestations by insects. This program shall be made available to the Owner for review. The program shall utilize integrated pest management practices.

12. **REMOVAL OF DEBRIS AND CLEAN-UP:** All turf and landscape beds shall be policed for litter and debris on each visit prior to mowing operations.

The contractor shall incorporate litter pick-up in the normal course of carrying out landscape functions in order to maintain a neat and orderly appearance.

All sidewalks and curbs should be blown-off immediately following mowing, edging, trimming or other landscape duties in order to maintain a neat and orderly appearance.

13. **IRRIGATION INSPECTION:** A visual inspection of mechanical functions such as sprinkler head operation, zone rotation and timing controls shall be done at each visit to insure proper watering of the site. The irrigation system shall be monitored for proper watering of the site to insure that the right quantity of water is being delivered to the plant material.



**SUN
STATE
NURSERY &
LANDSCAPING, INC.**

~~the irrigation system caused by the contractor's maintenance crews shall be repaired at~~

Page 4 of 6

his cost. Any repairs which are not the responsibility of the contractor shall be brought to the attention of the Owner. Prior to repair an estimate of the cost shall be given to the Owner for approval. Monthly Inspections of system components to report to Owner. Incidental minor repairs, and adjustments to system are included in this contract.

14. HORTICULTURAL INSPECTION: The Contractor shall have on staff a certified horticultural professional to oversee the general landscape program. A monthly report detailing the month's activities and an evaluation of the property noting any problems which need to be rectified can be given to the Owner's for their review.
15. OWNER'S EVALUATION: On a monthly basis an evaluation form will be sent to the Owner's for their evaluation of the month's services. We encourage your comments and criticisms.
16. STATEMENT OF ETHICS: The Contractor and Owner agree that the execution and content of this Contract will be subject to ethical standards including, but not limited to the following. Contractor and Owner shall neither recruit nor hire personnel in the employ of either party during the term of this contract nor for a period of one year after the termination of this contract. ~~Owner and Contractor will not divulge the details of this agreement or any details of the business operations of either party to any outside source.~~ It is understood that interaction between employees of Owner and Contractor shall be conducted in a professional and pleasant manner whenever they occur.

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-8022 • Fax (904) 260-0833



Tamaya Boulevard and Meritage Boulevard

SUMMARY OF SERVICES TO BE PROVIDED:

- A. Mowing: Weekly, April 1 through October 31
Bi-weekly or as needed November 1 through March 31
42 Full Service visits per year
- B. Edging: To concur with mowing cycle: Hard surfaces- weekly, soft edges-bi weekly
- C. Weeding: Every service
- D. Trash Clean-up: Every service
- E. Agronomics: INCLUDED NOT INCLUDED
Fertilization, Insect & Weed Control: If included, 6 times a year
- F. Mulching: INCLUDED NOT INCLUDED
If not included, Additional charge at \$7.00 per Pine Straw Bale
- G. Trimming & Pruning: To concur with mowing cycle
- I. Irrigation Inspection: INCLUDED NOT INCLUDED
Twelve times per year.
- J. Annual replacement: INCLUDED NOT INCLUDED
Annuals to be replaced 4 times per year
- K. Palm Tree Pruning: Included Not Included
1 time per year

~~Payment shall be paid for services rendered as described in the specifications. Payment is due in full within 15 days of billing. Interest will be charged at 18% of the maximum allowed by law which ever is greater for overdue bills. Service may be discontinued and the contract canceled if overdue bills are not paid within 30 days.~~

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-8022 • Fax (904) 260-0833



Date: 7/12/16

Client: Beach Development District
Tamaya and Meritage Boulevard Landscape
Jacksonville, Fl.

Dear Mr. Veazey,

Please consider the following landscape management proposal for

- Base Landscape Management Package includes:
 - 42 Service visits per year
 - Weekly documentation of services and recommendations
 - Weekly horticultural, agronomic and safety evaluations by division manager
 - Property walk through on regular basis with client and division manager
 - Weekly policing of property
 - Lawn and ornamental planting maintenance
 - Irrigation management and inspection
 - Weekly visual inspection of irrigation needs and adjustments
 - Monthly operation of entire irrigation system to inspect components
 - Minor irrigation repairs included
 - Agronomic plan for St. Zoysia grass
 - Agronomic plan for ornamental plantings
 - Agronomic plan for tree care
 - Disease and insect control throughout landscape
 - Maintenance personnel trained to locate disease and insect pressure
 - Weekly Fire ant control
 - Re-mulching once a year
 - (4) Annual rotations

- The costs for all of these services are: \$ 10,800 Monthly; ~~\$ 130,000~~ Annually

Thank you again for this opportunity. If we can be of any further assistance, or you wish to proceed with this proposal, please contact us through our office at (904) 260-0822.

Sincerely,
Sun State Nursery and Landscaping, Inc.

Paul Kassab, RLA
President

9362 Philips Highway • Jacksonville, Florida 32256 • (904) 260-8022 • Fax (904) 260-0833



Being the Assigned Representative for. (Owners Representative) I hereby, enter into contract for the above described services as stated in the specifications with Sun State Nursery & Landscaping, Inc. and hereby agree to pay the sum of per year and agree to the terms as outlined in section 18, Compensation For Services.

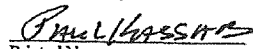
Contractor:

Sun State Nursery & Landscaping, Inc.
9362 Phillips Hwy.
Jacksonville, Florida 32256

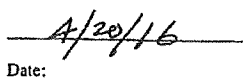
Owner:



Paul J. Kassab, President


Printed Name:

Title: 

Date: 

Signature:

Title:

Date:

9362 Phillips Highway • Jacksonville, Florida 32256 • (904) 260-8022 • Fax (904) 260-0833

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of the JEA Invoices and Processes for
Reclaim Water Consumption

**JEA Irrigation Meter Locations
Tamaya
Beach CDD Acct. #486-01-68796**

Parcel G&H

Tract G	2925	Brettungar Drive		
Tract K	2961	Brettungar Drive		
Tract A	3174	Brettungar Drive		
Lift Station	2888	Brettungar Drive	Electric for IR01 3/14/18	
Temp Entry Light	3190	Brettungar Drive		
New Meter added January 2016	3032	Savona Court	Acct # 4860168796	
Beach Ped. Access Gate	13077	Beach Blvd.	Monthly internet charge for access gate. 3-2018	

Tamaya Blvd. & Meritage Blvd.

Amenity Center	12788	Meritage Boulevard		
Common Area/Park	12975	Meritage Boulevard		
Common Area	12869	Meritage Boulevard		
Common Area/Park	12862	Meritage Boulevard		
LS01-Lift Station	12801	Meritage Boulevard		
Main Entry Fountain	12820	Meritage Boulevard	Irrigation Electric	
Guard House	12750	Meritage Boulevard	Electric Acct. #14892455	Water/Sewer #79334108
Common Area/Signage	12721	Meritage Boulevard		
Bus Stop	3081	Tamaya Boulevard		
TS01, Electrical Meter (Lighting/Signal)	3012	Tamaya Boulevard		
Common Area	12722	Meritage Boulevard		
Electrical Meter/Lighting Signal	3274	Tamaya Boulevard		
Pocket Park Electric	12988	Meritage Boulevard	APT IR01 Acct. #76925923	
Common Area Reuse	3268	Tamaya Boulevard		
IR-01 Main Entry Power & Water	3289	Tamaya Boulevard	Entry Fountains	
Tamaya Blvd. Bus Stop	3081	Tamaya Blvd.	Reclaim	

Parcel C&D

	2843	Danube Drive	Acct# 4860168796	
	2795	Tartus Drive		
Common Area Adjacent to Lot #1	2848	Danube Drive	Electric Meter for irrigation ordered 1/25/19	
Common Area between Lots #60 & #61	2878	Preveza Court	12/12-Meter Install ordered.	
Pocket Park	2857	Marmaris Drive	12/12-Meter Install Ordered.	
Pocket Park	2850	Marmaris Drive		
	2891	Pescara Drive		
	2896	Pescara Drive		
Common Area between 47 & 48	2837	Pescara Drive	12/12-Meter Install Ordered. 1/16/18 Permit Suspended/Hunter Electric	
Phs. 2 Buffer Area	2692	Ostia Circle	Electric Meter	
Reclaim Meter	2663	Tartus Dr.	Reclaim Meter 2/23/18	
Phs. 2 Pocket Park	2680	Tartus Drive	Electric Meter irrigation install ordered 1/25/19	
Phs. 2 Lift Station	2591	Tartus Drive	12/8-Electric Service Ordered.	IR01 Electric Meter 3/14/18
Phs. 2 Reclaim Meeting	2591	Tartus Drive	Applied for Comm. Reclaim Meter 1/3/19	
IR01, adjacent to lot 103	13005	Aegean Drive		
Ph. 3 Reclaim	2609	Tartus Drive	Application 12-20-18	
Ph. 3 PP near lots 356, 357,358	2965	Pescara Drive	Appl. 7-2019	
Ph.3 PP near lot 382	2383	Provati Ct.	Application 7-2019	Electric Service 2/7/20 & 2/19/20
Ph. 3 PP near lot 343	2490	Caprera Cr.	Application 7-2019	Electric Service 2/7/20 &2/19/20
Ph. 3 Easement near lot 258	2470	Karatas Ct.	Application 7-2019	Electric Service 2/7/20

Parcel I

Pocket Park at entry next to lot 21	2907	Marmaris Dr.	Electric Irr. Meter ordered 3-6-20	IR01 Electric Meter
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Parcel B

Pocket Park at Entrance next to lot 216	2990	Cassia Lane	Commercial Reclaim	Electric Called 12/11/20
Pocket Park between 161 & 162	2556	Cassia Lane	Commercial Reclaim	Electric Called 12/11/20
Electric Meter LS01 behind lot	12783	Laurel Bay Dr.	Electric Service Water Meter 12/23/20 IR & Electric 6/1/21	Called for service 11/24/20
Pocket Park	2817	Cassia Lane	IR Meter & Electric	6/1/21
Pocket Park	12720	Laurel Bay Drive	IR Meter & Electric	6/1/21
Pocket Park	2585	Cala Cove Ct.	IR Meter & Electric	6/1/21

Amenity Center

Location	Service	Meter #		
Power JEA	Electric	19645642	Transferred 1/16/17	
Building	Water/Sewer	81146617	1/16/17	
Fire Sprinkler		No meter #		
Site Water	Pool	81146616	1/18/17	
Reclaim Water		77570268	1/18/17	

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Alcohol Consumption at
the Tamaya Amenity Center
(under separate cover)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Revised Room Rental
Agreement
(under separate cover)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Revised Amenity Policy
(under separate cover)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion and Consideration of Purchasing
Computer Equipment

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Revising Check Signing
Process for District Expenses

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Revising Disbursement
Resolution for CAP on Non-reoccurring Expenditures

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Beach Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets,

or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

3. **BOARD RATIFICATION.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23RD DAY OF BEACH, 2020.

ATTEST:

BEACH COMMUNITY DEVELOPMENT DISTRICT

Vanessa Pipood
Secretary / Assist Secretary

Kelley McCarroll
Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Tamaya Blvd Maintenance
and Adjacent Property Owners

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Lifestyle Programing
Budgetary Line Item

BEACH COMMUNITY DEVELOPMENT DISTRICT

Discussion of a Sample Assessment Template for
Reviewing Leland Management Contractual
Commitments
(under separate cover)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Field Manager and Lifestyle
Coordinator with Leland Management Services

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Gates and Cameras System
in the Community

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Request of Fitness Time Change

From: [Greg K](#)
To: [Vivian Carvalho](#)
Subject: Re: Gym Hours
Date: Tuesday, May 25, 2021 3:58:49 PM

EXTERNAL EMAIL: Use care with links and attachments.

Afternoon Vivian,

I received your email address from our Lifestyle coordinator @Tamaya. I understand the fitness center hours were set by the Beach CCD. Is there a possibility that the fitness center could have 24-hour access? I'm a father of 2, and 24-hour access would be more convenient for myself. I've spoken to several healthcare workers who reside @Tamaya also agree. Is 24-hour access a possibility?

Sent from my iPhone
Greg Kilpatrick

> On May 25, 2021, at 3:48 PM, Greg K <greg@kilpatrick.ws> wrote:

>

> Thank you for the information.

>

> Sent from my iPhone

> Greg Kilpatrick

>

>> On May 25, 2021, at 8:38 AM, Tamaya Lifestyles <tamayalifestyles@lelandmanagement.com> wrote:

>>

>> Good Morning,

>>

>> Sorry for the delayed response we are off on Mondays. The fitness center hours are 5am 10pm daily. The hours of operation originated from the Beach CDD. You are welcome to reach out to Vivian Carvalho, Beach CDD Manager, to discuss further. You can reach Vivian at carvalhov@pfm.com.

>>

>> Please let me know if you have any more questions!

>>

>> Thank you,

>>

>> Christina Crawford | Lifestyle Coordinator - Tamaya

>> Phone: (904) 329-2277

>> www.LelandManagement.com

>>

>> LELAND MANAGEMENT

>>

>> Closing or Estoppel requests - www.communitydocsnow.com

>> Assessment or Billing questions - assessments@lelandmanagement.com

>> Gate questions or requests - jaxgates@lelandmanagement.com

>> Community Information - <http://www.lelandmanagement.com/contents/resident-portal>

>>

>> The information transmitted is intended only for the person or entity to which it is addressed and may contain
>> confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of
any

>> action in reliance upon this information by persons or entities other than the intended recipient is prohibited.

>> If you received this message in error, please contact the sender and delete the material from all computers.

>> -----Original Message-----

>> From: Greg K <greg@kilpatrick.ws>

>> Sent: Sunday, May 23, 2021 9:16 PM
>> To: Tamaya Lifestyles <tamayalifestyles@lelandmanagement.com>
>> Subject: Gym Hours
>>
>> What are the gym access hours?
>>
>> Sent from my iPhone
>> Greg Kilpatrick

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-08, Annual Board of
Supervisors Meeting Schedule & Workshop Meeting
Schedule FY 2022

RESOLUTION 2021-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
BEACH COMMUNITY DEVELOPMENT DISTRICT ADOPTING
THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-
2022**

WHEREAS, the Beach Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2021-2022 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2021-2022 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A & Exhibit B** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF JULY, 2021.

ATTEST:

**BEACH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
BEACH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022**

Dates	Times	Location
-------	-------	----------

All meetings will convene at the Tamaya Amenity Center located at 12788 Meritage Blvd.,
Jacksonville, FL 32246

EXHIBIT "B"

**BOARD OF SUPERVISORS MEETING DATES
BEACH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022**

Dates	Times	Location
-------	-------	----------

All meetings will convene at the Tamaya Amenity Center located at 12788 Meritage Blvd.,
Jacksonville, FL 32246

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to Tennis Courts Reservation
System & Update of Maintenance Items

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Letter from Supervisors of Elections- Duval County



OFFICE OF THE SUPERVISOR OF ELECTIONS

MIKE HOGAN
SUPERVISOR OF ELECTIONS
OFFICE: (904) 255-3444
CELL: (904) 219-8924

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX: (904) 255-3434
E-MAIL: MHOGAN@COJ.NET

May 17, 2021

Vivian Carvalho
Beach CDD
12051 Corporate Blvd.
Orlando, Florida 32817

Dear Vivian,

The information you requested on April 15, 2021 appears below:

Beach Community Development District 2237 Registered Voters

If you have any questions or need additional assistance, please contact Robert Phillips at 904-255-3436 or phillips@coj.net.

Sincerely,

Lana Self
Director of Candidate and Records

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review & Acceptance of Fiscal Year 2020 Audit
Report

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Beach Community Development District
City of Jacksonville, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Beach Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2020, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund, of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2021 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 29, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Beach Community Development District, City of Jacksonville, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$14,242,359.
- The change in the District's total net position in comparison with the prior fiscal year was \$4,806,264, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$1,880,733, a decrease of (\$90,002) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid items and deposits, restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), amenity, gate house and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, the governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2020	2019
Assets, excluding capital assets	\$ 2,016,185	\$ 2,288,567
Capital assets, net of depreciation	31,065,981	31,926,044
Total assets	33,082,166	34,214,611
Liabilities, excluding long-term liabilities	632,106	953,714
Long-term liabilities	18,207,701	23,824,802
Total liabilities	18,839,807	24,778,516
Net Position		
Net investment in capital assets	12,858,833	8,101,242
Restricted	1,280,920	1,452,350
Unrestricted	102,606	(117,497)
Total net position	\$ 14,242,359	\$ 9,436,095

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2020	2019
Revenues:		
Program revenues		
Charges for services	\$ 8,798,738	\$ 7,444,932
Operating grants and contributions	21,639	48,298
Capital grants and contributions	6,301	1,259,246
General revenues		
Unrestricted investment earnings	2,600	1,596
Total revenues	8,829,278	8,754,072
Expenses:		
General government	152,752	181,715
Maintenance and operations	1,046,346	841,184
Amenity	822,608	833,126
Gate house	127,226	92,334
Interest	1,326,645	1,701,383
Total expenses	3,475,577	3,649,742
Special items:		
Developer refund	(787,713)	-
Retainage payable settlement	240,276	-
Total special items	(547,437)	-
Change in net position	4,806,264	5,104,330
Net position - beginning	9,436,095	4,331,765
Net position - ending	\$ 14,242,359	\$ 9,436,095

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$3,475,577. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments, investment earnings, and Developer contributions. The increases in program revenues over the prior fiscal year is due to an increase in prepaid assessments received during the current fiscal year. In total, expenses decreased primarily as a result of a decrease in interest expense in the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$17,000, increase appropriations by \$69,125 and increase other financing sources by \$52,125. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2020, the District had \$33,939,699 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$2,873,718 has been taken, which resulted in a net book value of \$31,065,981. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020, the District had \$18,270,000 in Bonds outstanding and \$26,004 in capital leases outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

It is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide property owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Beach Community Development District's Finance Department at 12051 Corporate Boulevard, Orlando, Florida 32817.

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 148,332
Assessments receivable	282,973
Interest receivable	260
Prepays and deposits	89,726
Restricted assets:	
Investments	1,494,894
Capital assets:	
Depreciable, net	<u>31,065,981</u>
Total assets	<u>33,082,166</u>
 LIABILITIES	
Accounts payable	135,452
Accrued interest payable	496,654
Non-current liabilities:	
Due within one year	342,169
Due in more than one year	<u>17,865,532</u>
Total liabilities	<u>18,839,807</u>
 NET POSITION	
Net investment in capital assets	12,858,833
Restricted for debt service	1,280,920
Unrestricted	<u>102,606</u>
Total net position	<u>\$ 14,242,359</u>

See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 152,752	\$ 152,752	\$ -	\$ -	\$ -
Maintenance and operations	1,046,346	1,114,804	-	6,301	74,759
Amenity	822,608	17,130	-	-	(805,478)
Gate house	127,226	-	-	-	(127,226)
Interest on long-term debt	1,326,645	7,514,052	21,639	-	6,209,046
Total governmental activities	3,475,577	8,798,738	21,639	6,301	5,351,101
General revenues:					
					2,600
					2,600
Special items:					
					(787,713)
					240,276
					(547,437)
					4,806,264
					9,436,095
					\$ 14,242,359

See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 148,332	\$ -	\$ -	\$ 148,332
Investments	-	1,494,341	553	1,494,894
Assessments receivable	-	282,973	-	282,973
Interest receivable	-	260	-	260
Prepays and deposits	89,726	-	-	89,726
Total assets	<u>\$ 238,058</u>	<u>\$ 1,777,574</u>	<u>\$ 553</u>	<u>\$ 2,016,185</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 135,452	\$ -	\$ -	\$ 135,452
Total liabilities	<u>135,452</u>	<u>-</u>	<u>-</u>	<u>135,452</u>
Fund balances:				
Nonspendable:				
Prepays and deposits	89,726	-	-	89,726
Restricted for:				
Debt service	-	1,777,574	-	1,777,574
Capital projects	-	-	553	553
Unassigned	12,880	-	-	12,880
Total fund balances	<u>102,606</u>	<u>1,777,574</u>	<u>553</u>	<u>1,880,733</u>
Total liabilities and fund balances	<u>\$ 238,058</u>	<u>\$ 1,777,574</u>	<u>\$ 553</u>	<u>\$ 2,016,185</u>

See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Total fund balances - governmental funds \$ 1,880,733

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.

Cost of capital assets	33,939,699	
Accumulated depreciation	<u>(2,873,718)</u>	31,065,981

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(496,654)	
Bonds payable	(18,181,697)	
Capital lease	<u>(26,004)</u>	<u>(18,704,355)</u>

Net position of governmental activities		<u>\$ 14,242,359</u>
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See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 1,267,556	\$ 7,514,052	\$ -	\$ 8,781,608
Developer contributions	-	-	6,282	6,282
Interest income	2,600	21,639	19	24,258
Amenity revenue	17,130	-	-	17,130
Total revenues	<u>1,287,286</u>	<u>7,535,691</u>	<u>6,301</u>	<u>8,829,278</u>
EXPENDITURES				
Current:				
General government	152,752	-	-	152,752
Maintenance and operations	549,259	-	6,282	555,541
Amenity	453,350	-	-	453,350
Gate house	127,226	-	-	127,226
Debt service:				
Principal	20,705	5,600,000	-	5,620,705
Interest	2,567	1,459,702	-	1,462,269
Total expenditures	<u>1,305,859</u>	<u>7,059,702</u>	<u>6,282</u>	<u>8,371,843</u>
Excess (deficiency) of revenues over (under) expenditures	(18,573)	475,989	19	457,435
SPECIAL ITEMS				
Developer refund	-	(786,647)	(1,066)	(787,713)
Retainage payable settlement	-	-	240,276	240,276
Total special items	<u>-</u>	<u>(786,647)</u>	<u>239,210</u>	<u>(547,437)</u>
Net change in fund balances	(18,573)	(310,658)	239,229	(90,002)
Fund balances - beginning	<u>121,179</u>	<u>2,088,232</u>	<u>(238,676)</u>	<u>1,970,735</u>
Fund balances - ending	<u>\$ 102,606</u>	<u>\$ 1,777,574</u>	<u>\$ 553</u>	<u>\$ 1,880,733</u>

See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ (90,002)
Amounts reported for governmental activities in the statement of activities are different because:	
Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(860,063)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	5,620,705
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(3,604)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>139,228</u>
Change in net position of governmental activities	<u><u>\$ 4,806,264</u></u>

See notes to the financial statements

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Beach Community Development District ("District") was established by Ordinance No. 2007-170-E, adopted by City of Jacksonville, Florida on March 26, 2007 and created pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, amended by Ordinance No. 2014-765-E and further amended by Ordinance No. 2018-661-E. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2020 three of the Board members are affiliated with ICI Homes, LLC ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. The fiscal year for which annual assessments are levied begins on October 1 and, if collected using the Uniform Method of Collection, with discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution providing for the collection dates and directly collects the assessments.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition cost at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are completed and placed in service.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Amenity center	40
Infrastructure	40
Equipment	7

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2020:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	\$ 621,950	S&P AAAM	Weighted average of the portfolio: 48 days
First American Treasury Obligations Fund CL Y	<u>872,944</u>	S&P AAAM	Weighted average of the portfolio: 34 days
Total Investments	<u>\$ 1,494,894</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

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

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 6,086,644	\$ -	\$ 6,086,644	\$ -
Total capital assets, not being depreciated	6,086,644	-	6,086,644	-
Capital assets, being depreciated				
Amenity center	14,209,333	-	-	14,209,333
Infrastructure	13,545,550	6,086,644	-	19,632,194
Equipment	98,172	-	-	98,172
Total capital assets, being depreciated	27,853,055	6,086,644	-	33,939,699
Less accumulated depreciation for:				
Amenity center	904,141	355,233	-	1,259,374
Infrastructure	1,067,441	490,805	-	1,558,246
Equipment	42,073	14,025	-	56,098
Total accumulated depreciation	2,013,655	860,063	-	2,873,718
Total capital assets, being depreciated, net	25,839,400	5,226,581	-	31,065,981
Governmental activities capital assets	\$ 31,926,044	\$ 5,226,581	\$ 6,086,644	\$ 31,065,981

The infrastructure intended to serve the District is estimated at a total cost of approximately \$161,000,000. The infrastructure will include roadways, a fire station, potable water and wastewater systems, stormwater management improvements, recreation improvements and land improvements including wetland mitigation areas. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds. Upon completion, certain assets are to be conveyed to other entities.

NOTE 5 – CAPITAL ASSETS (Continued)

In connection with the 2013 and 2015 projects, if the amount by which the cost of the 2013 and 2015 projects or portion thereof to be conveyed by the Developer to the District pursuant to acquisition agreements exceeds the amount actually paid by the District for the 2013 and 2015 projects or portions thereof from proceeds of the Series 2013 and 2015 Bonds, it may be determined that deferred obligations exist. Upon completion of the project, certain funds available from the 2013 and 2015 Bonds may be used to pay deferred obligations, as outlined in the Bond Indentures. See Note 11 for additional information subsequent to fiscal year end.

NOTE 6 – LONG-TERM LIABILITIES

Series 2013 Bonds

On November 4, 2013, the District issued \$18,075,000 of Capital Improvement Revenue Bonds, Series 2013 consisting of multiple Term Bonds with due dates ranging from May 1, 2018 to May 1, 2044 and fixed interest rates ranging from 6.5% to 7.2%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the A Bonds is to be paid serially commencing May 1, 2015 through May 1, 2044.

The Series 2013A Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2013B Bonds have been paid in full during a previous fiscal year. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments and prepaid the Series 2013A Bonds by \$215,000. See Note 11 - Subsequent Events for additional call amounts subsequent to the fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020. See Note 11 for an amendment to the reserve requirement subsequent to fiscal year end.

Series 2015 Bonds

On April 10, 2015, the District issued \$30,920,000 of Capital Improvement Revenue Bonds, Series 2015 consisting of \$9,295,000 Term Bonds Series 2015A due on May 1, 2045 with a fixed interest rate of 5.90% and \$21,625,000 Term Bonds Series 2015B due on May 1, 2021 with a fixed interest rate of 5.90%. The Bonds were issued to finance the acquisition, construction and equipping of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the A Bonds is to be paid serially commencing May 1, 2016 through May 1, 2045.

The Series 2015A Bonds are subject to redemption at the option of the District prior to their maturity. See Note 11 - Subsequent Events for redemption amounts subsequent to the fiscal year end. The Series 2015B Bonds are not subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments and prepaid the remaining Series 2015B Bonds by \$5,090,000.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020. See Note 11 for an amendment to the reserve requirement subsequent to fiscal year end.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Capital Lease

In November 2016 the District entered into a capital lease agreement for the acquisition of fitness equipment. The total acquisition cost of the equipment was \$98,172 which was recognized as a capital lease obligation. The term of the lease is from December 1, 2016 through November 1, 2021 and is payable in monthly installments of \$1,939.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2013A	\$ 9,995,000	\$ -	\$ 365,000	\$ 9,630,000	\$ 165,000
Series 2015A	8,785,000	-	145,000	8,640,000	155,000
Series 2015B	5,090,000	-	5,090,000	-	-
Less: issuance discount	(91,907)	-	(3,604)	(88,303)	-
Capital Lease	46,709	-	20,705	26,004	22,169
Total	<u>\$ 23,824,802</u>	<u>\$ -</u>	<u>\$ 5,617,101</u>	<u>\$ 18,207,701</u>	<u>\$ 342,169</u>

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 320,000	\$ 1,206,865	\$ 1,526,865
2022	340,000	1,186,665	1,526,665
2023	365,000	1,165,205	1,530,205
2024	390,000	1,142,150	1,532,150
2025	410,000	1,117,500	1,527,500
2026-2030	2,505,000	5,161,480	7,666,480
2031-2035	3,475,000	4,237,500	7,712,500
2036-2040	4,835,000	2,919,740	7,754,740
2041-2045	5,630,000	1,081,040	6,711,040
	<u>\$ 18,270,000</u>	<u>\$ 19,218,145</u>	<u>\$ 37,488,145</u>

At September 30, 2020, the future minimum lease payments on the capital lease obligations were as follows:

Fiscal year	Amount
2021	\$ 23,272
2022	3,868
Total minimum lease payments	27,140
Less: amounts representing interest	(1,136)
Present value of minimum lease payments	<u>\$ 26,004</u>

NOTE 7 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. In addition, after the District redeemed all of the Series 2015B bonds in the current fiscal year, the District directed the Trustee to pay the remaining \$787,713 in the Series 2015B trust accounts to the Developer.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 10 – SPECIAL ITEMS

Developer refund

As noted earlier, after the District redeemed all of the Series 2015B bonds in the current fiscal year, the District directed the Trustee to pay the remaining \$787,713 in the Series 2015B trust accounts to the Developer.

Retainage payable settlement

In a prior year the District became involved in litigation against a contractor relating to work for which the District had recorded but not paid \$240,276 in retainage payable. The contractor claimed additional construction work was required which would have resulted in an increase in the contract price. The District countersued the contractor for liquidated damages and deficient work. The litigation was dismissed and the retainage payable is no longer owed by the District.

NOTE 11 – SUBSEQUENT EVENTS

Reserve requirement amendment and deferred obligation payment

Subsequent to fiscal year end, the District amended the Series 2013A and 2015A Bond indentures to release the requirements for the reserve accounts. After the requirements were released, the District used the \$416,558 balance in the 2013A reserve account to repay the Developer for portions of the 2013 project that were paid for by the Developer and the District used the \$327,745 balance in the 2015A reserve account to redeem a portion of the outstanding 2015A Bonds.

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$170,000 of the Series 2013A Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture. Subsequent to fiscal year end, the District prepaid a total of \$330,000 of the Series 2015A Bonds. The prepayments were considered optional redemptions as outlined in the Bond Indenture.

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Assessments	\$ 1,237,755	\$ 1,237,755	\$ 1,267,556	\$ 29,801
Interest income	-	-	2,600	2,600
Amenity revenue	-	17,000	17,130	130
Total revenues	1,237,755	1,254,755	1,287,286	32,531
EXPENDITURES				
Current:				
General government	78,925	83,675	152,752	(69,077)
Maintenance and operations	579,400	613,750	549,259	64,491
Amenity	450,758	454,509	453,350	1,159
Gate house	105,400	131,674	127,226	4,448
Debt service:				
Principal	20,705	20,705	20,705	-
Interest	2,567	2,567	2,567	-
Total expenditures	1,237,755	1,306,880	1,305,859	1,021
Excess (deficiency) of revenues over (under) expenditures	-	(52,125)	(18,573)	33,552
OTHER FINANCING SOURCES				
Fund balance carryforward	-	52,125	-	(52,125)
Net change in fund balances	\$ -	\$ -	(18,573)	\$ (18,573)
Fund balance - beginning			121,179	
Fund balance - ending			\$ 102,606	

See notes to required supplementary information

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$17,000, increase appropriations by \$69,125 and increase other financing sources by \$52,125. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



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

To the Board of Supervisors
Beach Community Development District
City of Jacksonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Beach Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 29, 2021.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

June 29, 2021



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Beach Community Development District
City of Jacksonville, Florida

We have examined Beach Community Development District, City of Jacksonville, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Beach Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 29, 2021



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Beach Community Development District
City of Jacksonville, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Beach Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 29, 2021.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 29, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

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

We wish to thank Beach Community Development District, City of Jacksonville, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 29, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

2019-01 Budget:

Current Status: Recommendation has been implemented.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019, except as shown above.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of the Field Manager Report

TAMAYA- BEACH CDD

To: Board of Directors
From: Jesse Skinner – Divisional Director, CMCA
Subject: May 2021 Field Report

Community Review:

Sunstate Landscape Report- Attached for your review.

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.

What is happening at Tamaya this month-

We are working on multiple irrigation wire issues. In the meantime, we have installed temporary timer and put a person on site daily to hand water.

Turf weeds- we have been re-treating these all week. We will continue Monday and as long as it takes to ensure they have all been treated.

New seasonal color beds seem to be doing great.

We did some testing on the Sylvester Palms in Tamaya. We have discovered some have a disease known as Lethal yellowing. This does not fall under our regular scope, but we treated the infected trees as well as several closest to them.

Zoysia will be fertilized again in June.

There are several plants that have died. We will be doing a count and replacing them.

Remaining Pine bark is scheduled for June.



Weekly Report for Tamaya 5-20-21

Completed Items-

- All mowing Floratam areas as well as Zoysia Areas
- Hard edging and line trimming in all areas
- Ongoing treatment of bed weeds by herbicide and hand pulling Areas this week were from guard building to and including the Amenity center.
- Turf weeds in Floratam and zoysia were treated with Herbicide, Liquid fertilizer and liquid Iron.
- Line trimming on edge of pond behind park on Tartus
- Sent an additional Crew out to site on Saturday 5-15 to hand weed and spray weeds from Beach to Kernan.
- Began treatment of 76 Palms.

Week of 5-24 planned work-

- Normal Mowing and maintenance Activities.
- Completion of Palm treatments.
- All Zoysia turf will be fertilized and treated with insecticide.
- Warranty plant replacement will begin.
- Irrigation inspection/adjustments



Weekly Report for Tamaya 5-24-21

Completed Items-

- Normal Mowing and maintenance Activities.
- Completion of Palm treatments.
- All Zoysia turf was fertilized and treated with insecticide.
- Warranty plant replacement is ongoing.
- Irrigation inspection/adjustments are ongoing.

Week of 6-1-21 planned work-

- Normal Mowing and maintenance Activities.
- Work will be one day delayed due to the Holiday.
- We are working on Saturday 5-30 on irrigation issues.
- Warranty plant replacement will continue (ongoing).
- Irrigation inspection/adjustments will continue (ongoing).

Response to Questions from Leland Property Management:

[When will the Palms be trimmed in the community?](#)

Week of June 14th

[Why are you watering in the middle of the Day?](#)

While not as efficient (due to wind and evaporation), when there are areas of stressed turf it sometimes needs to be watered 2x per day. In addition, we have warranty replacement plants in multiple areas that need water 2x per day.

Tamaya has over a dozen timers, over 200 commercial sized zones and well over 2,000 individual sprinkler heads and approx. 3 miles of drip tubing. A large portion of this is 3-5 years old and beginning to show signs of age – this is normal. There will always be some breaks, clogs, and electrical issues on a system this size and this age. Sunstate has people on site 5-6 days per week and sometime 7 to address issues as quickly as possible for Tamaya.

[What is the plan for the dead turf in the pool area?](#)

We are trying to determine why that area is not watering. We will replace the turf no later than 6-14.

Why do we have brown areas in the turf?

The turf around the Amenity center and all the way to Beach/Kernan is Zoysia. Zoysia is regarded to as a drought tolerant grass. This does not mean it stays green in dry times or hot times; it means that once it receives adequate water it will return to its green color quickly. We had a very mild spring, and we were watering accordingly. The sudden increase in temperature, wind, lack of rainfall and some irrigation issues have resulted in these brown or dry looking areas. Sunstate is working hard and diligently to address these.

Why were plants left to die behind the tennis courts?

These plants were warranty replacements and Tamaya bore no cost. We determined before installation that they were not properly rooted in the pots and would not have been in your or our best interest to plant. The supplier was supposed to pick them back up but never did. We have cleaned them up and resodded the area.



A Word from our Owner:

**As always we appreciate your business and
input, let's keep the summer safe and
cool!!**

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 May 31st**



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

CONTACT Us:
(904)855-8884 OFFICE
(905)855-8839 FAX

ADMIN@CRYSTALCLEANPOOLS

[.NET](http://WWW.CRYSTALCLEANPOOLS.NET)

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

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



APRIL CHEMICAL READINGS

4/2/21	6.0	7.8	80	40
4/5/21	9.0	7.3	80	60
4/7/21	10.0	7.3	80	60
4/9/21	4.0	7.3	80	50
4/12/21	5.0	7.3	80	40
4/14/21	3.0	7.6	80	50
4/16/21	5.5	7.8	80	40
4/19/21	8.0	7.3	90	25
4/21/21	6.0	7.8	80	40
4/23/21	9.0	7.3	80	60
4/26/21	10.0	7.3	80	60
4/28/21	4.0	7.3	80	50
4/30/21	5.0	7.3	80	40



APRIL CHEMICAL READINGS

Lap	CHLORINE	PH	Alkalinity	Stabilizer
4/2/21	4.0	7.6	90	40
4/5/21	5.0	7.4	70	50
4/7/21	3.0	7.4	80	50
4/9/21	4.0	7.4	80	40
4/12/21	3.0	7.8	70	50
4/14/21	2.5	7.2	80	50
4/16/21	3.5	7.8	100	50
4/19/21	2.0	7.2	80	30
4/21/21	2.0	7.4	90	40
4/23/21	4.0	7.6	90	40
4/26/21	5.0	7.4	70	50
4/28/21	3.0	7.4	80	50
4/30/21	4.0	7.4	80	40



APRIL CHEMICAL READINGS

Splash	CHLORINE	PH	Alkalinity	Stabilizer
4/2/21	3.5	7.4	70	40
4/5/21	2.0	7.6	80	40
4/7/21	5.0	7.4	90	50
4/9/21	2.0	7.4	80	40
4/12/21	2.0	7.6	70	40
4/14/21	6.5	7.4	80	50
4/16/21	2.0	7.6	90	30
4/19/21	1.0	7.8	80	40
4/21/21	3.5	7.4	70	40
4/23/21	2.0	7.6	80	40
4/26/21	5.0	7.4	90	50
4/28/21	2.0	7.4	80	40
4/30/21	2.0	7.6	70	40



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 #** 904-637-9644 **Date** 11 MAY 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	0	0	12φ	0	7	0	0	0	0	0	0	0	12φ

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

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Nutria
Bream	Bass	Carp	Catfish	Turtles	Tilapia

Native/Beneficial Vegetation

Pickereelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	Bacopa	Chara	Spikerush	Canna
Other _____				

Comments Treated areas indicated above, thanks!

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



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SERVICE REPORT

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

Biologist NICK **Cell #** 904 **Date** 25 MAY 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	∅	∅	12∅	∅	∅	∅	∅	∅	12∅	∅	12∅	∅

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	<u>Snakes</u>	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!

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