

Beach Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

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The Special meeting of the Board of Supervisors of **Beach Community Development District** will be held on Wednesday, September 1, 2021 at 5:30 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 July 23, 2021 Board of Supervisors' Meeting

General Business Matters

2. Review and Consideration of Work Authorization # 33 from District Engineer for Landscape RFP
3. Review and Update of the Task Force and Finance Volunteer Group
4. Review and Consideration of RFP for Field & Amenity Services for the District
5. Update of Computer Equipment Proposal
6. Review and Consideration of Resolution 2021-14, Repositioning of Officers
7. Ratification of Trustee Services Agreement with Bank of New York Mellon
8. Ratification of 5 Star Pressure Washing Proposal
9. Ratification of Gate Service Repairs from Alden Contracting

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
 - Field Manager
 - Review of the Field Manager Report
 - Review of Maintenance Proposals



- Audience Comments
- Supervisors Requests

Adjournment



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

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

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD OF SUPERVISORS' MEETING MINUTES
Friday, July 23, 2021 at 1:00 p.m.
12788 Meritage Blvd. Jacksonville, FL 32246**

Board Members Present via speaker phone or in person:

Chris White	Chairperson	
Stephen Kounoupas	Vice Chairperson	(via phone)
Maria Tondi	Assistant Secretary	
Dr. Robert Renn	Assistant Secretary	

Also present via speaker phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	Assistant DM- PFM Group Consulting LLC	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Kevin Plenzler	PFM Financial Advisors LLC	(via phone)
Wes Haber	District Counsel- Hopping Green & Sams	
Jesse Skinner	Field Manager- Leland Management	(via phone)
Paul Hudson	District Engineer-ETM	(via phone)
Talmadge (Skip) Griffin	Sun State Landscaping Account Manager	

Various Audience Member Present and Via Speaker Phone

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho call to order at 1:06 p.m. the Special Meeting of the Board of Supervisors of the Beach Community Development District and proceeded with roll call. Others in attendance via phone are listed above.

Public Comment Period

Ms. Carvalho opened the floor for public comments on the agenda.

Mr. Young stated at the last meeting residents requested that a second Board Member sign off on contracts and the Board elected Mr. Kounoupas for be the second signer. Mr. Young requested changing that person to Ms. Tondi. A discussion took place by the Board

regarding sign off. The decision made at the workshop was that if Mr. White and Mr. Kounoupas cannot come to a consensus on the approval of the invoices then a Special meeting would be called to have the Board discuss such items. They previously discussed scheduling the Special Workshops ahead of time and if they are not needed they can be cancelled. Ms. Carvalho stated later on the agenda there is a Resolution to discuss and approve an Annual Meeting Schedule which will address the meetings for FY 2022.

Mr. Simon had questions pertaining to the Budget Public Hearing. Ms. Carvalho stated there will be a public comment period at that time for any member of the public to speak on the Budget. Mr. Simon asked if the tennis ball machine proposal would be discussed during the Budget Public Hearing. Ms. Carvalho stated that is a separate agenda item to be discussed after the Budget but that line item is on the Budget under Fitness Center and Fitness Equipment.

**Consideration of the Minutes of
the June 17, 2021 Board of
Supervisors' Workshop.**

The Board reviewed the Minutes of the June 17, 2021 Board of Supervisors' Workshop.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the Board approved the Minutes of the June 17, 2021 Board of Supervisors' Workshop.

**Consideration of the Minutes of
the July 6, 2021 Special Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the July 6, 2021 Special Board of Supervisors' Meeting. Ms. Tondi had a question regarding the motion to remove ICI from the JEA bills. Ms. Carvalho stated that action was taken at a previous meeting and her office is working on getting that finalized.

Mr. White asked when ICI uses water or power how does it show up on bills. Ms. Carvalho stated when a new pocket park is about to be installed the Utility Company needs to have an entity to bill that installation and recurring cost. In anticipation of being transferred to the District, early on it is under the Developer entity and when it gets deeded to the District it becomes the District. Ms. Tondi found that some have shown up on the District bills and she has to go back to see who actually made those payments. She thinks ICI should have

their own account with JEA because the temporary electric poles they are using have to be billed to ICI. Mr. White suggested going through those at the next workshop. A lengthy discussion took place. Ms. Tondi wants to call a meeting with JEA, but she is waiting on reports from Sun State. Ms. Carvalho will follow up with ICI regarding their own account with JEA.

Ms. Carvalho requested a motion to approve the Minutes of the July 6, 2021 Special Board of Supervisors' Meeting.

On MOTION by Mr. White, seconded by Dr. Renn, with all those in favor, the Board approved the Minutes of the July 6, 2021 Special Board of Supervisors' Meeting.

Consideration of the Minutes of the July 8, 2021 Board of Supervisors' Workshop.

The Board reviewed the Minutes of the July 8, 2021 Board of Supervisors' Workshop Meeting.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all those in favor, the Board approved the Minutes of the July 8, 2021 Board of Supervisors' Workshop Meeting.

SECOND ORDER OF BUSINESS

General Business Matters

Continued Public Hearing on the Adopting Revised Rules of Procedure

- a. **Public Comments and Testimony**
- b. **Board Comments**
- c. **Consideration of Resolution 2021-08, Adopting Revised Rules of Procedure**

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

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

Ms. Carvalho stated this hearing was continued because at the meeting in April when the District scheduled the public hearing for the rules of procedure the Board wanted to have the ability to look at the redline version for a comparison. In the agenda package today the red-lined version is included.

Mr. Haber stated the changes were due to improvements and changes in the law. The Board chose not to approve it at that time so they could have a better understanding of the specific changes. Ms. Tondi didn't understand the owner's input when regarding the right to vote. Mr. Haber stated that landowners whether it's a homeowner or developer do not have any right to vote on items that are before this Board. They have a right to vote on who is going to sit on the Board through the General Election. It is up to the Board to have the final decision making authority on issues for the CDD. Ms. Tondi stated there was a change to the voting clause. Ms. Carvalho stated that does not pertain to Community Development Districts what she was referring to.

Mr. White stated in the revised Rules and Procedures it states the Board does not adopt Roberts Rules. Mr. Haber stated that is correct. What is required by the Rules of Procedure is a motion and it specifies that the Chair or any other Board member has the right to make a motion, second and ask for the vote. Community Development Districts are not governed by Roberts Rules nor is there an intent to use Roberts Rules for any portions of the operations of the District. A lengthy discussion ensued on the public and audience comment requirements.

Ms. Carvalho requested audience comments regarding the rules of procedure. Hearing none, she requested a motion to close the Public Hearing.

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

Ms. Carvalho requested a motion to approve Resolution 2021-08.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved Resolution 2021-08, Adopting Revised Rules of Procedure.

**Public Hearing on the Adoption of
the District's Annual Budget**

- 1) Public Comments and
Testimony**
- 2) Board Comments**
- 3) Consideration of Resolution
2021-09, Adopting the Fiscal
Year 2022 Budget and
Appropriating Funds**

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

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

Ms. Carvalho stated the Budget has changed from what was noticed to all the residents based on the last revisions that were made at the July 8, 2021 Workshop Meeting. Mr. Haber clarified the adoption of the Budget does not lock the District into spending the entire budget nor does it lock the District into any contractual obligations for any of the line items. If the District spends less on one line item and more on another the District can make changes between line items. This Budget acts as a cap which also sets a cap on the assessment revenue it is collecting to pay for the various items. What the District approves it will be assessed. If the District does not spend a portion of the Budget it can be carry forward to the next year and put into a reserve account or use to pay towards the following year's Budget resulting in a potential decrease in assessment the following year. If the District spends less it will not impact the assessment being paid for this year.

Ms. Tondi asked if the District is permitted to have a reserve. Mr. Haber stated for HOAs there is a requirement to have a reserve. CDDs are not required to have a reserve but they are permitted to have a reserve. Ms. Tondi requested the establishment of a reserve for emergency events such as hurricane and road repairs to avoid an additional special

assessment. Mr. Haber stated the carry forward surplus can be put in a separate reserve or offset assessments however the Board has the right to include a line item for reserve to be spend only upon approval of the Board.

Ms. Tondi suggested establishing a reserve line item for emergency such as hurricane and road repair. Ms. Carvalho suggested creating a reserve line item in which at the end of the year 30% of the surplus can be allotted to that specific line item on the Budget and only spent based on the Board approval. A lengthy discussion took place.

A discussion took place about the arbitrage rebate calculation services and report. Ms. Carvalho confirmed that based on a follow-up with the Trustee that services will not be expenses from the O&M Budget.

A discussion took place about the carry forward amount with any given Budget year. One Board Member suggested keeping the carry forward around \$100,000.00 in the beginning of the new Fiscal Year. This will allow to pay the bills at the start of the Fiscal Year. Ms. Tondi would like to raise assessments by \$50.00 per unit to establish a reserve fund. Ms. Carvalho stated the District needs to have 3 months of funds readily accessible in the account because the District will not see the disbursement from the Tax Collector until November or December of the beginning of the Fiscal Year. She suggested the Board find out how much carry forward the District would have and then make a determination of the 3 months the Board needs to allocate for the beginning of the Fiscal Year.

Ms. Champagne stated at the end of June it is estimated the carry forward is going to be \$95,827.55 at the end of the Fiscal Year 2021. She agrees it needs to be around \$100,000.00 so the District is about where it needs to be.

A lengthy discussion took place about restructuring the 2013 and 2015 Bonds simultaneously. If they are not done simultaneously a portion of the communities Debt Assessments will be decreased and a portion of the community will not be decreased until that bond gets restructure. If O&M Assessments are increased on everyone a portion of the communities' assessments might be brought back up to where they were before the decrease and others will experience an increase because their Debt Service Assessments have not been decreased yet. Ms. Tondi commented the City charges \$250,000.00 per mile of resurfacing of the roads which two individuals who work for the City in that department requested Ms. Tondi suggested to establish a reserve for that purpose. The Board discussed that anything that they do today cannot exceed \$1,619,334.00 for the total budget for a per unit gross assessment of \$1,846.66.

Ms. Carvalho advised the Board to discuss and decide on the changes they want to make, allow the audience to comment on the budget, close the public hearing and then adopt the budget in final form.

Ms. Tondi requested a reserve line item to be \$50.00 per unit which would add a line item of \$47,400.00 for Reserve. Ms. Carvalho commented on the changes to the budget as a result of the Workshop that occurred on 7/8/2021. She stated later on the agenda there will be a revised proposal from Bank of New York Mellon for Trustee Services. There are no constraints with the Trust Indenture to terminate the existing contract with US Bank for Trustee Services and replace with Bank of New York Mellon. If the District approves that revision later in the agenda they will witness a savings to the budget from \$14,000.00 to \$8,000.00.

Ms. Tondi formed a motion to amend the budget to add a line item for a Capital Reserve at \$50.00 per unit in the total amount of \$47,400.00 for that line item within the Budget. There was no second to the motion and the motion failed.

Mr. White stated he is agreement for a reserve, but he is not in agreement for a reserve this year. He would like to see a balance to the carry forward of \$100,000.00 every year.

On MOTION by Mr. White seconded by Ms. Tondi with all those in favor, the Board approved a line Item for Carry Forward Replenishment of \$100,000.00 adding \$5,000.00 for Fiscal Year 2022 to achieve a total of \$100,000.00 for carry forward to FY 2022.

Ms. Tondi discussed the funds for irrigation are not accurate and in January the District approved \$9,126.10 in irrigation repairs to be paid that do not reflect for this year to date actual. She argues the irrigation repairs and figures for last year are inaccurate because they did not hold those calculations nor did this year which is another \$10,000.00 amount in discrepancy when only \$5,000.00 is allocated to irrigation for Fiscal Year 2022. A discussion took place. Ms. Carvalho asked Ms. Champagne to pull up what the District spent on irrigation repairs. Ms. Champagne stated the amount in irrigation are accurate for Fiscal Year 2021. What Ms. Tondi is saying is correct. There was \$9,000.00 of irrigation expenses in September of last Fiscal Year and it is not reflected on this statement because it was for Fiscal Year 2020.

Skip with Sun State stated Anthony employed with Sun State has determined there are 28 decoders that are bad and each one costs \$400.00 but they have gone through and based on the date of the decoder, regardless of what has happened they are under warranty. Tomorrow they are taking all the decoders back to get new ones. Skip has committed Anthony to the property for irrigation issues. Skip discussed some of his other accounts noting there is not an industry standard. He stated it is not uncommon for a community with nearly 300 zones to encounter an expense of \$1,800.00 per month. Skip stated \$1,000.00 for this account is reasonable. Ms. Tondi was concerned that those doing construction were blowing the decoders. Skip stated the only way that is possible is if they are cutting the wire he found cut was at the construction crossover on Meritage. He noted there are a lot of meters that have a different number than JEA has told the District they have. He stated what needs to happen is JEA needs to come out and someone needs to travel with them.

A lengthy discussion took place on the various JEA bills for water consumption. Mr. Haber stated the District does not have to be fully developed when they plat so if there are common areas that are still being developed and after needs to be uses for the installation that would be the responsibility of ICI but once it is complete and it is ready to be maintained then that would go to the CDD as the entity identified for the operation and maintenance. Ms. Tondi stated that the ICI JEA bills are coming to the District. She will take the bills to JEA for discussion.

Skip asked if the District was being double charged for landscaping because there is a line item for landscaping and another for landscaping the Amenity. A discussion took place. Ms. Champagne stated the landscaping maintenance is broken out by the Amenity Center and all the other common areas in the District. Ms. Carvalho confirmed the District is not being double charged. Dr. Renn proposed reducing the Amenity Center Landscaping maintenance charge by 10%. A lengthy discussion ensued.

On MOTION by Dr. Renn, seconded by Mr. White, with three in favor and one opposed (Ms. Tondi), the Board approved to reduce the Amenity Landscape

Dr. Renn proposed a motion reducing the Amenity Administration Operation and Lifeguard line item by 50%. No one seconded the motion so motion failed.

Ms. Tondi stated she is against reducing that line item because the District doesn't have what it needs and by lowering can cause more issues down the road with the service provider. Dr. Renn questioned where the figure for the Amenity Administration Operation came from Mr. White stated this is a Leland expense for salaries for those at the Amenity

Center including the Lifeguards. Mr. White stated he would not change that because the District is discussing possibly bidding out Field & Amenity Services and he would rather find out the cost of other companies and make an adjustment in the next Fiscal Year than make one now and not know the cost of other companies. Dr. Renn suggested the District set the budget and request contractors to work within that budget. He suggested reducing that line item by either hiring secondary personnel or have the position be part time where they are called in as needed. Ms. Tondi commented that she agreed the District do not have accountability for the Amenity Administration Operation and Lifeguard line item of \$170,000.00. In her research she found the District is not getting what it is paying for quality service.

Dr. Renn proposed a motion reducing the Guard House Janitorial fee back to \$600 which is currently going from \$600.00 to \$1,875.00 and adding proposed adding the cleaning of the Guard House to the \$15,000.00 per year fee for cleaning. A discussion took place that there has been no expense as of June 30 for the year. Ms. Champagne stated the bill just says cleaning and they did not indicate it is for the Guard House and she is not sure who is cleaning the Guard House or if it is being cleaned. Ms. Tondi requested every invoice that any vendor sends that is not explicit with dates and what they are doing needs to be pushed back before it is sent to the Board for approval.

Ms. Tondi stated the Board should not remove line items for accounting purposes.

Ken stated Janet King does not clean the Guard House. That was never part of their contract. The \$1,875.00 amount was because the Board asked them to quote what they would charge to clean the Guard House which is \$150.00 per month. Ken spot check it and cleans it as needed. A discussion took place.

On MOTION by Dr. Renn, seconded by Mr. White, with all in favor, the Board approved removing the Guard House Janitorial Line Item that is currently reflecting \$1,875.00 with all those in favor, the Board approved the removal of the Guard House Janitorial line item.

Mr. Haber stated any maintenance contract in excess of \$195,000.00 is supposed to go through an RFP process. The District has an existing contract and if it is renegotiated for a better price, they can do that but it must have a set term. If the District goes through an RFP the existing contractor has every right to participate in that process. If the District is discussing an amendment to the existing contract to adjust the price the District can do that put it cannot be a perpetual contract.

Ms. Tondi discussed the gates and camera system. In discussions with Mr. Veazey she found out the gates are five years old and only came with a two-year warranty. The company that installed them is not able to do any work on them. Mr. White stated the District has about \$7,000.00 worth of work on the gates. It was functioning until today. It will cost \$4,000.00 for the loop and an additional \$3,000.00 for troubleshooting the other gate. It is not accounted for in the Budget. A discussion took place regarding the cameras. Mr. Haber stated the Board has the right to discuss where cameras are shooting outside of a public meeting because security is something, they should keep confidential. He stated the Board is allowed to leave the room so they can have this discussion. He suggested they not have a detailed discussion of location, or the security hours of operation. Ms. Tondi stated there are areas that need cameras and asked if it is worked into the Budget. Mr. White stated no areas were discussed outside of the areas already covered. The District does not have additional money for additional cameras in the Budget. Ms. Carvalho asked if the Board wanted additional cameras and allow for more cameras on the budget. Some Board Members said yes.

Mr. Card indicated he sent an email to the Board that Advanced Security is more than capable of assuming the task of 24-hour gate security. The desire of the community is to have the guards and the inside perimeter of the community. The call box could be utilized in that situation. He noted 50% of the problem with gate jumping is committed by residents in this community who refuse to get the sticker on their care and go through the visitor lane. Mr. White suggested a workshop to discuss 24/7 security. A lengthy discussion took place. Ms. Tondi stated her assumption is whatever the District can get ICI to help with the District should delay the 24/7 security.

Ms. Carvalho asked Ms. Champagne to change the following fees;

1. Trustee Fees from \$14,000.00 to \$8,000.00.
2. Assessment Administration from \$12,500.00 to \$9,000.00.
3. Dissemination/Continuing Disclosure Agent \$6,000.00 to \$4,000.00.
4. District Management will be kept the same as originally proposed.
5. Arbitrage Rebate Services will not hit the O&M Budget.
6. Irrigation Repairs from \$5,000.00 - \$10,000.00.
7. Carryforward Replenish line item went from \$0.00 to \$5,000.00 to always have \$100,000.00 in the beginning of the Fiscal Year.
8. Landscape and Maintenance Line Items for the Amenity Center from \$76,000.00 to \$68,400.00.
9. Guard House Janitorial line item went from \$1,875.00 to \$0.00.

Ms. Champagne stated the total Net Revenue is now \$1,545,929.00 with an individual Gross Assessment of \$1,762.95.

Ms. Carvalho opened the floor for the public comment period pertaining to the Budget. Mr. White added it is not in the Budget to close off the tennis courts right now. Jesse Skinner gave him a quote he doesn't understand. A discussion took place. He will try to get two more quotes.

Sheila Papelbon asked if the noticed amount of \$1,762.95 what she will be assessed on the O&M portion of her Tax Bill and what it previously. Ms. Carvalho stated if the Board approved the budget with no additional changes that is what it will be for the O&M portion of the Tax Bill. Last year it was \$1,558.59 for the gross assessment. Mr. White stated if the individual pays the assessment in full in November, they are paying with the discount.

A resident stated the Budget that the residents saw today explained a lot. He proposed the District do this every year and send it to the residents in detail. He saw an 18% increase and didn't know what it meant. He commented that today is a real improvement. He heard residents will have to pay for the water in the new section that will start being developed. He started that section would need a wall and fence. He asked who would bear the burden of that cost. He is concerned if ICI is responsible, they will skip on the section where the preserve is located. He asked the Board to follow up on the security in the perimeter of the community. He said he is willing to pay a little more for 24/7 security and a perimeter person. Ms. Tondi stated she was told ICI had no projections sealing up any further. She made several proposals to ICI about the Guard House and Gates. If ICI does not come forward to help, the District has to make the best decisions for its residents. Ms. Carvalho responded to the residents' request for the Budget to be sent out. She explained when the notice went out it included more detail and it is not a requirement for the residents to get a notice in the mail. The reason for the mailed notice was because it increased the assessment amount than what was previously noticed. Statute requires a mailed notice when that happens. She stated next year the proposed budget process leading up to the adoption process will look like it did this year. When it comes to items that have not been spent it doesn't mean the Board has to spend it before the end of the Fiscal Year. Part of the carry forward is based on some line items that were not spent.

Mr. White stated ICI has no plans to fence off the preserve area. The District is projected to have \$95,000.00 carry forward and additional funds the District doesn't spend the District could use to help make the District more secure. If the District tells the community there will be a \$120,000.00 increase in order to do 24/7 security then it needs to start on October 1, 2021. The District needs to discuss in the workshop what the District can start to do now to start 24/7 security in October. Mr. White suggested the 24/7 security be

reflected in its own line item. Mr. White asked Mr. Card if he wanted the guard arm moved up. Mr. Card commented it will minimize some of the tailgating. A discussion took place about the call box.

Mr. Haber stated the Board can adopt a policy that says residents are required to have a sticker to enter the community. He needs to research this before the Board takes action. Mr. Haber stated the problem might come down to how the District can enforce that policy. He stated if the District makes a formal policy against tailgating and they can prove a resident tailgated it is then considered a violation of their policies and can be enforced through a suspension of the use of the facilities. A resident suggested the use of a remote control button. A lengthy discussion ensued about additional Tamaya Resident stickers and towing policies.

Ms. Carvalho brought the discussion back to the public comments pertaining to the Budget.

Mr. Monahan questioned the line item for 24/7 security about their decision and what they plan to do with the budgeted funds for the 24/7 security. Mr. White stated the District plans to have a guard beginning October 1, 2021 at the Gate 24/7 and a guard to roam during the day. Mr. Monahan asked the purpose of roaming asking of the District made any investigation with local authorities to determine if there is a need for that or asking JSO to patrol. Mr. White stated there have been crimes happening both day and night. Drug deals have also taken place in the parking lot. Mr. Kounoupas stated having roaming security will deter those actions. Mr. Monahan stated without knowing what is going on in the community from a crime perspective, the District is spending everyone's money for no reason.

A resident asked who monitors the construction entrance. Mr. White stated he was hoping Mr. Veazey would be here so the Board could have that conversation. Ms. Carvalho will follow up with Mr. Veazey.

A resident asked about the issue with ICI not giving the residents a gated community. Mr. Haber stated if the residents feel they had representations they believe were not fulfilled and ICI made those representations they may have a claim against ICI but he doesn't know if it is a valid claim or not.

Mr. Haber explained a CDD can be gated but because they are public roads they are considered soft gates with a resident entry or have the guest gate open or have a guard questioning why people are coming in but they have to let the member of the public in.

Ms. Carvalho stated Mr. Veazey didn't respond. Ms. Tondi stated the District is short \$8,000.00 for the JEA bills for water consumption. She stated it was not accounted for on the previous Budget.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved adding \$8,475.00 for JEA irrigation line item, with all those in favor, the Board approved adding \$8,475.00 to the JEA irrigation line item. This will make the new total budget line item for JEA for the FY 2022 to \$188,475.00.

Ms. Carvalho requested a motion to close the public hearing.

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

Ms. Carvalho stated the Resolution formalizes the approval within the public hearing. It has an appropriation section which will have the total General Fund of \$1,554,404.00 and a Debt Service Budget for Series 2013 and Series 2015 and the total of all funds. Ms. Carvalho requested a motion to approve Resolution 2021-09 as presented.

On MOTION by Mr. White, seconded by Ms. Tondi, with three in favor and one opposed (Dr. Renn) , the Board approved Resolution 2021-09, Adopting the Fiscal Year 2022 Budget and Appropriating Funds as presented with the changes.

**Public Hearing on the Imposition
of Special Assessments**

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of Resolution
2021-10, Imposing Special
Assessments and Certifying
an Assessment Roll**

Mr. Haber explained this Public Hearing is to levy and impose the Special Assessments that will fund the Budget that was just Adopted. The Budget is divided by the total number of units in the community and all the homes pay an equal amount.

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

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

Ms. Carvalho stated this Resolution takes the O&M Budget that was just approved and the Debt Service Budget per unit allocation and certifies to the Tax Collector for imposing on those individual homeowners for the Tax Roll. Ms. Carvalho called for comments from the Board and residents. Hearing none and or seeing none, she requested a motion to close the Public Hearing.

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

Ms. Carvalho stated, in the Agenda Package, the Preliminary Assessment Roll has a different value based on the previous amount. The District Manager's office will make sure the O&M Assessment per unit will be revised based on the O&M Assessment that the Board approved today before it is certified to the Tax Collector. Ms. Carvalho requested a motion to approve Resolution 2021-10 with the appropriate exhibits based on the decision made today.

On MOTION by Mr. White, seconded by Ms. Tondi, with three in favor and one opposed (Dr. Renn, the Board approved Resolution 2021-10, Imposing Special Assessments and Certifying an Assessment Roll.

Consideration of Resolution 2021-13, Establishing O & M assessment CAP

Mr. Haber explained the District sends out mailed notices to the entire community indicating the District was considering the Adoption of a Budget that would result in an O&M Assessment of no higher than \$1,846.66. the District ended up with an assessment that exceeded that amount. the District has no requirement to adopt this Resolution, but it was requested at a prior meeting. If the Board adopts this Resolution, and in future years they adopt a budget that would increase assessments but not increase assessments greater than this \$1,846.66 amount, then they do not need to do the mailed notice. If the Board adopts a budget that exceeds this amount, then they would be required to do a mailed notice. By virtue of adopting this Resolution, if the Board adopts a Budget that is between where it ended up today and the \$1,846.66 this does not prohibit the Board from sending a mailed notice it just requires it if the assessment increases the cap.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the Board approved Resolution 2021-13, Established O&M Assessment CAP with the obligation for a mail notice.

Review and Consideration of Bank of New York Melon Trustee Services Proposal

Sheila Papelbon stated the proposal for Bank of New York Melon to take over Trustee Services is for \$4,000.00 per Bond Issue which is a total of \$8,000.00 for this District thus the cost savings of \$6,000.00 in Trustee fees. She will remove the Dissemination Agent quote as PFM will continue with that service. She stated her Legal Counsel is reviewing the documents Mr. Haber sent her for final execution.

If the Bonds are restructured and the new Trustee does a full delivery and do a new Bond Issue for the 2013 and 2015 Bonds there will be an acceptance fee. They do not charge any up front fees to bring in the Bonds as a successor. Sheila recommended of her firm taking over as the Trustee for the District on and or after the last payment made to the existing Trustee. This way the District is not double paying for service.

Mr. Haber stated the District has a valid existing agreement, the Trust Indenture with US Bank. The District has to have a motion approving the change of Trustee to remove US Bank and replace with Bank of New York Melon. Ms. Carvalho will confirm what Mr. Papelbon just mentioned of the date US Bank is paid through and when the cancellation

of Trustee Services with US Bank will take effect, so it is a smooth transition from one Trustee to the other.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board approved the change of Trustee to remove US Bank and replace with Bank of New York Melon, and if the District takes on new Bonds to also use Bank of New York Melon and make the transition as soon as the current agreement that was paid for with US Bank terminates.

Mr. White asked if the agreement the District just made with Bank of New York Melon was reflected in the Budget. Ms. Carvalho stated it was one of the changes that was discussed.

Discussion pertaining to Carry Forward Surplus from FY 2021

Ms. Carvalho stated the Board already discussed the carry forward surplus for 2021 during the Budget discussion and they have a plan of action. There is nothing else to discuss and any additional action necessary.

Update of Irrigation Site Map from Sun State

Skip provided an update on the meters, runtime, zones, and map. He looked through every zone to name the zone number, where it is working, and what it is. The District has dwindled down in the battery-operated controllers to 26 and most are from the fire station to Beach Boulevard. There were many decoders which were bad and managed to talk the supplier to replace them under warranty. He brought inspection reports for several plots that tell runtime, zone number, program times, etc. He has completed 20 meters. He recommended JEA to come out and review some of the meters. He stated there are 25 % of the numbers from the sheet he received from the District do not match the numbers on the meter per the address. He stated the District has meter boxes that have no meter in it that is on the list of bills which suggests it could be in a different location. He suggested JEA needs to come onsite and review every single meter in order to hold each other accountable for those respective meters. Ms. Tondi stated she and Ms. McGrath will have to meet regarding this issue.

Ms. Tondi asked if Skip has the reports. Skip has all of the irrigation reports and didn't make copies. He also has timetables for the landscape items and a plan of action for each one.

Mr. White wanted to address a landscaping issue. The District received bill around \$29,000.00 for Sunstate that the District did not bill them for in the past. Mr. White did not approve it because he didn't understand it. Skip stated there was a large section of everything on the north side of the power lines that was turned over and was not getting billed. The owner caught it and sent to Mr. Veazey who stated ICI would pay it. It was sent before this Board took over. Mr. White asked Skip not to bill it to the District and to bill it to ICI. Skip said the \$7,000.00 irrigation lightning repair was at the same time. Ms. Tondi stated the District paid that but Skip said it was still not paid. Mr. White stated he will not authorize the bill if Mr. Veazey stated he would pay it. Skip stated he didn't submit his miscellaneous work even though he did the work. Ms. Tondi requested he submit them as normal but ensure they are detailed. Ms. Tondi stated the \$7,000.00 irrigation repair is on Payment Authorization No. 193 dated January 15, 2021.

Update of the Lethal Yellowing Treatment

Ms. Carvalho explained this item is a work in progress.

Update of Revising Sun State Contract for Onsite Staffing

Ms. Carvalho asked Skip if he has a proposal for the Board to have a contract revision for onsite staffing. Skip stated he has some ideas to propose to the Board. He will ensure District staff has the proposal before the next meeting.

Discussion Pertaining to Tamaya Blvd Maintenance and Adjacent Property Owners

Ms. Tondi asked Skip if he got the property line worked out. Skip said he did the best he could. Ms. Carvalho noted this is a work in progress.

Discussion and Consideration of Purchasing Computer Equipment

Mr. White is getting a proposal from Apple and Best Buy. District staff will get a tax-exempt certificate for this computer equipment that he is searching.

Ms. Tondi suggested purchasing the Board iPads for workshops. Mr. White will have a more formal number at the next workshop.

**Discussion Pertaining to Lifestyle
Programing Budgetary Line Item
& Onsite Staffing Proposed Hours**

Ms. Tondi provided a proposed schedule for onsite staffing. She suggested the District has staggering staff times. If there are 10 shifts at 8 hours each it comes out to 40 hours per person. The Board reviewed the proposed schedule for onsite staffing. Mr. White requested the Clubhouse not be closed while there is staff in place. A discussion took place if there will be a cost savings. Ms. Carvalho stated without going through this exercise the District won't know if there is a cost savings. Ms. White stated from 4:00 p.m. to dusk they need to go out every hour with the residents list in hand and checking the courts to see who is there and not there. There will be more boots on ground for the staff onsite.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the Board approved the Proposed Schedule for the Leland Services Onsite Staffing.

**Discussion of a Sample
Assessment Template for
Reviewing Leland Management
Contractual Commitments**

Mr. White will provide a performance assessment he did of Leland as a company to Ms. Carvalho and she will share it with the Board.

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

Ms. Carvalho asked what the Board wants to do at this point. Mr. White suggesting the District pursue an RFP for Fields Manager and Lifestyle Coordinator Services. Mr. Haber stated the District does not need to go through a formal RFP. He requested the Board create a scope of service. Dr. Renn asked where the contract is that the District has with Leland. Ms. Carvalho stated when the contract originally occurred she has no record there was a formal RFP process. She noted the Board can initiate an RFP process from that template and work from that to the best need of this District. Dr. Renn asked how the Board keeps vendors accountable to the contract. Mr. Haber and Ms. Carvalho will work together to provide and RFP template for Field Services and Amenities by the end of next week.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board authorized District staff to initiate the RFP Scope of Services template for Boards review.

Discussion Pertaining to Gates and Cameras System in the Community

Ms. Tondi addressed this during the Budget. Discussion ensued regarding additional cameras.

Consideration of Request of Fitness Time Change & Additional Equipment

Ms. Carvalho stated a resident contacted PFM about the equipment and changing the Fitness time to 24/7. One resident made this request. Multiple residents made a request for a tennis ball machine. Dr. Renn stated residents would be appalled at how the teenagers are acting after Ken onsite maintenance personnel leaves the fitness center. He does not support opening the fitness center 24/7. A discussion took place about the video. If the person can be identified on video and a letter can be sent to the household. Ms. Tondi thinks the medical personnel / first responders should be considered. A discussion took place.

A discussion took place about the request for the tennis ball machine. The resident had a presentation. There were 5 other people that were part of the request. It would cost \$1,500.00. This item was deferred for consideration due to budget constraints.

Consideration of Resolution 2021-11, Annual Board of Supervisors Meeting Schedule & Workshop Meeting Schedule FY 2022

A lengthy discussion took place about the Annual Meeting schedule for the Board Meetings and the Workshop Meetings. The Board of Supervisors meetings will take place on the first Monday of the month at 5:15 p.m. on the following dates.

1. October 4, 2021
2. December 6, 2021
3. February 7, 2022
4. April 11, 2022
5. June 6, 2022
6. July 18, 2022

The Board discussed the Workshop Meeting schedule to meet at 6:00 p.m. on the following dates:

1. November 8, 2021
2. January 3, 2022
3. March 7, 2022
4. May 2, 2022
5. July 11, 2022
6. September 1, 2022

On MOTION by Mr. White, seconded by Mr. Kounoupas, with all those in favor, the Board approved Resolution 2021-11, Annual Board of Supervisors Meeting Schedule & Workshop Meeting Schedule FY 2022.

Ratification of Resolution 2021-12, Revised Authorization Disbursements of Funds

Ms. Carvalho stated the Resolution relates to the Chair and Vice Chair having a cap amount of what they can spend. She asked the Board to ratify Resolution 2021-12.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board ratified Resolution 2021-12, with the Revised Authorization Disbursements of Funds

**Discussion Pertaining to Tennis
Courts Maintenance Items**

The District does not have the proposals for resurfacing the tennis courts. Ms. Carvalho will follow up with Mr. Skinner about this.

**Letter from Supervisors of
Election – Duval County**

As of April 15, 2021 the District had a total of 2,237 registered voters. Ms. Carvalho requested a motion to accept the Letter from the Supervisor of Election – Duval County for the record keeping.

On MOTION by Ms. Tondi, seconded by Mr. White, with all those in favor, the Board accepted the Letter from the Supervisor of Election – Duval County

**Review & Acceptance of Fiscal
Year 2020 Audit Report**

Ms. Carvalho noted the Audit had to be filed with the State Auditor General which has been done as of June 30, 2021. She requested a motion for the Board to accept the Audit for the record keeping.

Mr. White requested proposals for different auditors next year. Mr. Haber replied the State has specific rules to choose an auditor. The Board has to appoint an Audit Committee which needs to meet twice at publicly noticed meetings to adopt evaluation criteria to include or exclude price management would notice the Audit RFP in the newspaper and meet again to select an auditor. Ms. Carvalho stated this Board went through that process and in going through that process it gives the District the ability to utilize the company because the District is locked in the price for three years. Within that timeframe if the Board is not happy with it the Board can start the initiation of that process again. Ms. Tondi asked District staff to look back at their price compared to other auditors.

On MOTION by Mr. White, seconded by Ms. Tondi, with all those in favor, the Board accepted the Fiscal Year 2020 Audit Report.

**Ratification of Payment
Authorizations #203-214**

The Board reviewed Payment Authorizations #203-214. Ms. Carvalho noted these relate to contractual services or things that occurred need to be repaired, and services rendered. All these Payment Authorizations have gone through PFM, processed, signed by the District Chair, Ms. Carvalho or Ms. Ripoll, and paid.

The Board instituted at the last meeting, from that meeting going forward Ms. Champagne will send these Payment Authorizations to Mr. White and Mr. Kounoupas at the same time for their signature.

Ms. Tondi had issue with Payment Authorization #204 Lifeguard Pro \$989.92. She has reported this multiple times in the past that the District does not have an actual invoice from this company. The District only has an email from Ken to Leland to Mr. White and the email was signed off on. A lengthy discussion took place.

Ms. Tondi questioned Leland's overtime amount. A lengthy discussion took place. Mr. Haber stated he does not think the Board needs to ratify the Payment Authorizations because the method for approval the Board has in place is for invoices to go through review by the Chair and the Vice-Chair, the Management Company and then payment. So the rest of the Board can be apprised of what is being paid, this is included in the agenda package. Ms. Tondi questioned why Mr. White approved overtime to Leland when the Board previously discussed that Leland was not entitled to overtime. Mr. White will have to review his emails for Payment Authorization #209.

Ms. Carvalho asked the Board if they would like to proceed with ratification of the Payment Authorizations with exception of #204 and #209. The Board chose not to ratify the Payment Authorizations #204 and #209.

**Review of Monthly Financial
Statements**

The Board reviewed the monthly financial statements through June 30, 2021.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –

Mr. Haber stated the law requires the District to use the newspapers website to post its meetings. It is not beneficial to the District because if they choose to do the notices on the newspaper website they are also required once per week to publish a notice in a newspaper that the rest of the notices are being published on a website.

District Engineer –

No Report

District Manager –

Ms. Carvalho discussed the Arbitrage Rebate Calculation Report. This will come out of the Capital Improvements, not the O&M Budget.

Mr. Plenzler stated the District is going to go through the Arbitrage Rebate Report and given the interest rate since the Bond has been issued the District is not going to generate proceeds that will require submittal to the IRS but the Arbitrage Rebate Calculation report is a requirement per the Trust Indenture.

Ms. Carvalho stated the fee is \$1,000.00. Ms. Carvalho requested a motion to approve the engagement letter with PFM Asset Management so District staff can proceed with the Arbitrage Rebate Calculation Report.

On MOTION by Ms. Tondi, seconded by Ms. White, with all those in favor, the Board approved the PFM Asset Management Engagement Letter for the Arbitrage Rebate Calculation Report for the Series 2015 Bonds.

Ms. Carvalho discussed the importance of having certain topics assigned to certain Board Members so when they

come back to the Board meetings, they are more efficient and effective in communicating what is at hand. In between that Board Meeting, that particular Board Member is working with District staff. She suggested and outlined the following topics to be considered and handled by an individual Board member.

1. Communication via newsletter, eblast or other
2. Landscape and JEA Utilities- Ms. Tondi
3. District Finance
4. District Management Structure
5. Field Services
6. Maintenance aside from Landscape Irrigation
7. Project Completion Status.

She suggested having a Board Member tied to each project so when they come back to the meetings the Board can be apprised to what is going on. She asked the Board to discuss this at the next workshop regarding which Board Member should take on each task or revise the topics.

Ms. Tondi suggested a Board Member be assigned to Fields and Lifestyle Services. Ms. Carvalho suggested scheduling an August workshop. A discussion took place. Ms. Carvalho will send an email with these topics as suggestions and ask what days of a particular week in August is the Board available for a workshop. District staff will then run a separate advertisement. Mr. White suggested a Board Member should be a contact for the fitness center, basketball courts and tennis courts and he volunteered himself. He also stated the Board needs Vendor Contract Compliance.

Mr. Plenzler stated with respect to evaluating potential refunding opportunities and assigning tasks, is there a specific Board Member that he can coordinate with researching potential opportunities for refunding the Bonds.

Field Manager- Mr. Skinner wanted the Board of Supervisors to know the staff hours. They are currently working a split shift.

The pressure washing proposals were reviewed. Belet's pressure washing proposal is in the amount of \$8,775.00. HuGus, Inc Pressure washing proposal was in the amount of \$7,175.00. The third company did not provide a bid.

The Board wants to see a third bid. A lengthy discussion took place. Ms. Tondi formed a motion to approve a not to exceed amount of \$6,000.00 subject to a third bid and renegotiating the other two bids and sign off by the District Chair before the work commences. Mr. White will call Amelia Island pressure washing for a third proposal and

try to see why they didn't give a proposal. Dr. Renn questioned how Ms. Tondi arrived at a not to exceed amount of \$6,000. Ms. Carvalho suggested the not to exceed amount should be \$7,175.00 since that is the lower bid of the 2 companies that submitted a proposal. She further explained that the \$7,175.00 amount does not fully need to be expenses she hopes is to find a company that will come lower than the threshold. A discussion took place that the last pressure washing company only did the columns and not the caps which have mold. A lengthy discussion took place.

Ms. Tondi requested that she take on the responsibility of Field Services and Lifestyle including pressure washing. A lengthy discussion took place.

On MOTION by Mr. White, seconded by Dr. Renn, with three in favor and one opposed, (Ms. Tondi), the Board approved a not to exceed amount for \$7,175.00, subject to a third bid and signoff by the District Chair before the work is commenced for the pressure washing project.

Ms. Tondi is in opposition because the bids are not concrete and do not address the caps on the pillars or the chemicals to remove any molding and there are not three bids.

Mr. Kounoupas stated his issue is Mr. Skinner does not explain things in detail and just gave the District proposals without a description of what needs to be done. Mr. Kounoupas suggested if Mr. Skinner does not want to follow through with Field Management responsibilities the District should look at alternate Field Management Services.

Ms. Tondi proposed herself to be the contact person working with Leland Management. A lengthy discussion ensued.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with three in favor and one opposed, (Mr. White) the Board approved Ms. Tondi to be the point of contact in working with Leland Management as it relates to all the services they provide for the community.

**Audience Comments and
Supervisors Requests**

Mr. White suggested the District move forward with the RFP process for landscaping services for the community.

On MOTION by Mr. White, seconded by Dr. Renn, with all in favor the Board authorized District staff to proceed with an RFP for Landscaping Services, delegating authority to the Chair to work with District Counsel, with all in favor, the motion was carried unanimously.

Ms. Tondi stated Mr. White mentioned he has been working on things behind the scenes with ICI and Mr. Veazey. She asked him to disclose what those matters are. Mr. White stated in workshop meeting he was asked to talk to Mr. Veazey's boss and others about the JEA easement, landscaping, and the drain offs. He has been working on that. Ms. Tondi stated she too has been working on those items and due to the failed non-communication by the Chair and reporting of such matters has been a waste of her time and the Board's time. Mr. White is working on JEA fixing the run-off for the water so landscaping grading is properly addressed where water runs away from the playground areas. Ms. Tondi asked if he knows who the easements belong to. Mr. White said he didn't know.

Mr. White is also working on the coverings for the playground area. He has done no more work on the consumptive use of water on the ponds. It is \$150,000.00 - \$190,000.00 estimate to make that change. If the District chooses to do that it pays off in the long run. Ms. Tondi disagreed that it would be a benefit because the cost of the meters alone.

Dr. Renn commented on the construction traffic that is coming through the main gates and not the construction entrance. He asked what it will take for ICI to step up and have the semi-trucks re-routed through the ICI construction entrance. Ms. Carvalho will follow-up with ICI on this matter to reroute construction traffic through their contractor's entrance. Mr. White will have a conversation with Mr. Veazey as well.

FOURTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Dr. Renn, seconded by Mr. White, with all those in favor, the July 23, 2021 Beach Community Development District Special Board of Supervisors meeting was adjourned at 6:54 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Work
Authorization # 33 from District Engineer for
Landscape RFP

WORK AUTHORIZATION NO. 33
BEACH COMMUNITY DEVELOPMENT DISTRICT
TAMAYA LANDSCAPE
REQUEST FOR PROPOSALS

SCOPE OF WORK

England-Thims & Miller, Inc., shall provide general engineering consultation services for the Beach Community Development District (CDD). Services shall include, but not be limited to:

TASK 1 PROPOSAL DOCUMENTS AND RFP PROCESS

Map Preparation

Scope Development

CDD board meeting draft documents and approval

- Draft Request For Proposals documents for CDD approval
 - Request for Proposals / advertisement
 - Proposal evaluation criteria/ points
 - Minimum contractor qualifications
 - Mandatory pre bid meeting requirement
- CDD board review and approval of RFP process
- Coordinate CDD board selection of evaluation committee

Prepare final RFP front end documents and coordinate processing

- Request for Proposals / advertisement
- Proposal evaluation criteria (points)
- Contractor's Minimum qualifications statement
- Coordinate Mandatory pre bid meeting requirement

Preparation of RFP project manual documents

- Instructions to Proposers
- Contractor's Proposal / Bid, outline site work and bid items
- Proposal attachments
 - Subcontractor list
 - Trench Safety Act
 - Form of bid bond, payment bond, performance bond
- Contractor's qualifications statement
- Contractor's public entity crime statement
- Proposal evaluation criteria
- Draft Contract
- General Conditions
- Special Conditions
- Technical specs
- Coordination with HGS to review documents

RFP process

- Set up FTP and provide RFP documents to proposers
- Prepare and coordinate RFP and mandatory pre bid meeting advertisement
- Conduct Pre Bid meeting
- Receive contractor's requests for clarifications
- Prepare and distribute addendums
- Receive contractor's proposals
- Coordinate Bid opening process

Evaluation committee process

- Review and evaluate contractor's proposals
- Distribute contractor's proposals to evaluation committee
- Prepare and coordinate with District Manager to run ad for Evaluation Committee Meeting
- Coordinate with District Manager and District Counsel to conduct evaluation Committee Meeting
- Summarize Evaluation Committee results and prepare for presentation to CDD board

CDD board coordination

- Coordinate with District Manager, District Counsel and CDD board to select contractor

Contractor coordination

- Issue Notice of Intent to Award to contractor
- Monitor Protest period
- Issue Notice of Award and transmit contract and instructions to contractor
- Coordinate with contractor to execute contracts
- Coordinate with CDD chairman and CDD staff to execute contract
- Coordinate Payment and Performance bonds recording
- Issue Notice to Proceed to contractor

FEE.....HOURLY

(Budget Estimate: \$12,500.00)

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2021**

Principal – CEO/CSO/President	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer	\$195.00/Hr.
Engineer	\$157.00/Hr.
Project Manager	\$180.00/Hr.
Assistant Project Manager	\$147.00/Hr.
Senior Planner	\$182.00/Hr.
Planner	\$149.00/Hr.
CEI Project Manager.....	\$165.00/Hr.
CEI Senior Inspector.....	\$148.00/Hr.
CEI Inspector	\$120.00/Hr.
Senior Landscape Architect	\$168.00/Hr.
Landscape Architect.....	\$150.00/Hr.
Senior Graphics Technician.....	\$149.00/Hr.
GIS Programmer	\$160.00/Hr.
GIS Analyst	\$133.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$151.00/Hr.
Engineering/Landscape Designer	\$131.00/Hr.
CADD/GIS Technician	\$121.00/Hr.
Administrative Support	\$84.00/Hr.
Accountant.....	\$102.00/Hr.

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule.

APPROVAL

Submitted by: Scott A. Widd
England-Thims & Miller, Inc.

Date: August 23, 2021

Approved by: _____
Beach Community Development District

Date: _____

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Update of the Task Force and
Finance Volunteer Group

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of RFP for Field
& Amenity Services for the District

Bartram Springs Community Development District
Field Operations Management Scope of Services

1. Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
2. Ensure that all landscape around the community stays in pristine condition at all times;
3. Ensure all trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, ensures all mulched areas are kept clean of debris and trash, ensure all sidewalks are kept free of dog and bird feces, ensure all dog feces boxes are kept stocked with bags, etc.;
4. Consistently monitor all community ponds for algae and seepage/bank issues;
5. Monitor conservation areas and oversee the inspection and removal of dead trees that pose a threat of falling onto and damaging private property.
6. Complete emergency repairs to broken sprinkler heads, etc.;
7. Coordinate major repairs (outside of landscape contract) and report to District Manager for approval;
8. Receive and respond timely to resident inquiries concerning field operations issues;
9. Report professionally at each District meeting with status of all repairs completed and provide suggestions of key items needed to enhance our community;
10. Pick up trash around the community daily;
11. Maintain an up-to-date operations and maintenance manual, complete with current drawings;
12. Survey all community light structures weekly and replace as needed or call JEA for replacement of major community lights;
13. Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear,” “acts of God,” or vandalism, and secure cost estimates for same;
14. Should own the basic equipment necessary to perform job tasks.
15. Should have at least 5 years of experience maintaining a similar community, apartment or housing complex, etc.; and
16. A prior contracting license and contracting and landscape maintenance experience is preferred.

17. Provide day-to-day oversight of all district common grounds and assets. Advise the District of any necessary repairs, extraordinary cleaning, or replacement of assets.
18. Oversee common area landscape maintenance provider's performance through weekly meetings and weekly "drive-through" of District, and generate "to-do" lists to assist in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements, as well as to make necessary corrections to performance deficiencies.
19. Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
20. Administer contract execution/compliance by all District maintenance contractors such as the landscape service provider, aquatic maintenance provider, etc.
21. Ensure that all outside contractors meet all terms and conditions as outlined.
22. Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of the District.
23. Provide a timely and personal response to residents regarding problems or request for service and handle them as expeditiously as possible.
24. Remain aware of potential safety or security hazards within district property, communicate with the appropriate district personnel regarding possible corrective action to resolve a safety or security matter, and implement such action when necessary, for the safety and security of the district.
25. Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
26. Assist in negotiating, purchasing and bidding of contracted services.
27. Assess property damage, neglect and/or depreciation and estimate costs associated with repair and/or replacement.
28. Maintain all pet waste stations.
29. Monitor conservation areas and oversee all work that is completed within the conservation area.
30. Conduct emergency irrigation head repairs when needed.
31. Coordinate major repairs with the District Manager.

32. Remove debris from common ground areas.
33. Issue and review a Field Operations Report at every district board meeting.
34. Survey all community lights.
35. Maintain a current operations and maintenance manual that includes current drawings.
36. Assist District management in monitoring annual maintenance budget.
37. Oversee performance of pond maintenance provider and storm water management system service provider. Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
38. Implement District-approved capital projects and makes recommendations for future needs. Obtain a minimum of three (3) bids (when possible) on any recommended capital improvements.
39. Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” “acts of God,” or vandalism, and secure cost estimates for the same. (Such work that is outside the normal, day-to-day maintenance scope of work shall be billed separately, upon approval by the District, either by Vesta or other outside service contractors.)
40. Maintain inventory control of maintenance items, including preparation of preventative maintenance programs.
41. Complete projects and repairs as able.

**WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT
FIELD ASSET MANAGEMENT - SCOPE OF SERVICES
EXHIBIT "A"**

The scope of services under this section shall include oversight, consultation, and contract management services and for the CDD's Maintenance Contractors tasked with maintaining these areas. Specific services include:

1. Procurement and Bidding Scope of Services

A. General Outline:

The scope of services under this section includes establishing procurement guidelines and bidding services. The procurement guidelines will establish rules and regulations for purchasing requirements based on total purchase cost. The goal is to develop a procurement procedure that does not hinder day to day activities, but ensure cost effective purchasing and bidding for all services.

- I. Establish Procurement Procedures & Guidelines.
- II. Establish limits of authority for services.

B. Prepare Base Contract for all Services

- I. Establish base contract tailored for Wentworth Estates which can be utilized for all services purchased.

C. Prepare Specifications and Exhibits for Specific Services

- I. Create specifications utilizing industry standards (ASTM, ASCE, etc.) for each specific service being procured.
- II. Produce Complete Bid Package (Contract, Specifications, Reports, Plans, Exhibits)

D. Bidding Services

- I. Distribute complete bid packages to all interested, qualified service providers.
- II. Coordinate Pre-Bid Meeting to allow for site visits and any last Inquiries from service providers.
- III. Respond to all service providers in writing and issue bid document addenda as necessary.
- IV. Review submitted bid packages to establish the lowest responsive service provider.
- V. Matrix of value, experience, references and insurance requirements.
- VI. Provide recommendation for award to the provider which poses the best value to the CDD.

- E. Negotiation and Contract Execution
 - I. Provide final negotiations to establish unit rates and Not To Exceed contractual amounts.
 - II. Obtain required Certificates of Insurance listing CDD as additional insured.
 - III. Obtain fully executed contract documents.
 - III. Retain files of all bid packages submitted, contracts executed, insurance certificates, etc. both hard copy and electronically.

2. Operations and Maintenance Services.

- A. Programs subject to the operations and maintenance Field Asset Management.

- I. Stormwater Management System.
 - 1. Lakes and Ponds, including aerators.
 - 2. Wetlands
 - 3. Littoral Shelves Monitoring and Plantings
- II. Street Lighting (if applicable)
- IV. District Roadways (if applicable)

- B. Reading and becoming familiar with the CDD's permits and any governing documents for the purposes of delivery of the services described herein.

- C. Coordinate, oversee and monitor the programs to include:

- I. Participate in weekly walk-throughs and on-site inspections of the systems with the CDD Maintenance Contractor(s).
- II. Review Weekly/Monthly Reports provided by the CDD Maintenance Contractor(s)
- III. Coordination with outside vendors for regular maintenance and emergency repairs to damaged components on an as-need basis, with 2 hour emergency response team, and 24 hour emergency response via coordination with outside Vendors to repair damaged facilities.
- IV. Review Maintenance contractor pay applications against purchase order/contract quantities and requirements and provide recommended payment due.
- V. Properly coded and submitted pay applications to District Accounting for timely payment.
- VI. Respond and coordinate CDD Maintenance Contractor(s) responses to emergency situations.

3. Asset Monitoring:

- A. Observe and document necessary repairs to the District's Stormwater Management System Components via regular inspections, including lake aerators.

- B. Obtain quotes from Qualified Contractors and Vendors to perform additional maintenance and repairs to the District's Stormwater Management System, as necessary based on the observations and inspections, above.
 - C. Oversee and monitor the additional maintenance and repairs above, and report to the District Manager providing recommendations for issuance of purchase orders and other coordination as necessary with the District Manager.
 - D. Coordinate with District's Aquatic Maintenance Vendor for yearly "Fixed Structures Inspection", which shall include review of the Vendor's report, field confirmation of any items needing repair and coordination of quotes and overseeing of work, pursuant to items band c, above.
4. NPDES Compliance/ Reporting:
- A. Prepare quarterly SWPPP reports (if applicable) of the CDD property in conjunction with annual NPDES requirements. Coordinate with District Manager and other necessary parties to compile the documents and data needed for the submittal of annual NPDES reporting to Collier County.
 - B. Complete the NPDES annual submittal form with CDD specific data, and obtain the required signature(s). Upon completion, submit the completed form/ package to Collier County.
 - C. Attend annual audit and periodic local County meetings with Collier County for NPDES compliance, and information dissemination.
5. Administrative Services:
- A. Maintain electronic files for all correspondence, reports, contracts, purchase orders and documents relating to these services and upload all documents to the District's electronic filing system and have a representative attend meetings of the CDD's Board of Supervisors as deemed reasonably necessary by the District Manager in his sole and absolute discretion to present reports to the District's Board of Supervisors.
 - B. Prepare and advise the District Manager on business matters between the CDD and the Maintenance Contractor(s) maintaining the systems and services provided by the District.

***BEACH COMMUNITY
DEVELOPMENT DISTRICT***

REQUEST FOR PROPOSALS

FOR

AMENITY MANAGEMENT SERVICE AND FIELD MANAGEMENT SERVICES

August ____, 2021

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1. **GENERAL INFORMATION FOR PROPOSERS**

BEACH COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR AMENITY MANAGEMENT SERVICES AND FIELD MANAGEMENT SERVICES

The Beach Community Development District (the “District”) is seeking proposals from qualified firms interested in providing amenity management services and field management services (the “Services”). These services are considered contractual services under Florida law and are not required to be competitively bid. In order to submit a proposal, each Proposer must be authorized to do business in Florida, hold all required state and federal licenses in good standing, and otherwise meet any applicable requirements set forth by the District.

All proposals should include the following information, among other things described herein:

- A. Completed proposal forms as set forth herein.
- B. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person(s).
- C. Complete pricing showing the total cost of providing the Service(s), broken down as set forth on the following price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these Services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by Proposer. Three years of pricing SHALL be included by the Proposer. Proposers may submit proposals for one or more of the Services. Any discounts to be provided should the District choose the Proposer for more than one of the Services shall be identified.

Firms desiring to provide a proposal should submit a copy of the proposal no later than _____, _____, 2021 at _____ .m. (EST) to Vivian Carvalho, e-mail carvalhov@pfm.com.

Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal or to make no award at all. The District has the right to reject any and all proposals and waive any technical errors, informalities, or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The District, in its sole and absolute discretion, may make an award to one or more proposers or make no award at all.

Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

Any and all questions relative to this project shall be directed in writing by e-mail only to Vivian Carvalho at carvalov@pfm.com, with an email copy to Wesley Haber at whaber@hgslaw.com.

2. GENERAL DESCRIPTION OF DISTRICT FACILITIES TO BE MANAGED

The Beach Community Development District consists of approximately 544.46 acres of land located entirely within the City of Jacksonville, Florida. The District owns, operates, and maintains various common areas with significant amounts of landscaping and hardscaping, an amenity center with a swimming pool, playgrounds, and sports courts including Fitness Center.

3. SCOPE OF AMENITY MANAGEMENT SERVICES NEEDED

- A. STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

- B. MANAGEMENT:
 - 1. Provide professional management and oversight to perform the services outlined in this contract.
 - 2. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
 - 3. Be available to any board member for open and direct communications regarding any questions they may have.
 - 4. Managing the recruiting, hiring, training, oversight, and evaluation of personnel.
 - 5. Perform periodic/quarterly performance assessments of district staff, vendors, etc.
 - 6. Proactively mitigate and manage risk and impact of management and staff turnover.

- C. PERSONNEL: The Consultant shall provide the services of Clubhouse personnel that will be assigned to the District. A general description of these positions are provided below:
 - 1. Clubhouse Manager: Shall be employed as a full time, hourly position to oversee and supervise the amenity facilities. They are the onsite representative of the Consultant. The Clubhouse Manager shall have the responsibilities of overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District’s Board of Supervisors and District Manager.
 - 2. General Maintenance: Shall be employed as full time and part-time, hourly positions to maintain the general maintenance, preventative maintenance, and field operation duties of the District amenities.
 - 3. Event Coordinator: Shall be employed as a part time, hourly position responsible for developing, organizing, promoting, and managing activities and events for the community.
 - 4. Clubhouse Attendant: Shall be employed as a part time, hourly position to assist the Clubhouse Manager in day-to-day operations.

5. Seasonal Pool Attendants: Shall be employed as seasonal part-time, hourly position to oversee the pool area. Pool Attendants shall also be responsible for performing cleaning duties, including such tasks as emptying trash receptacles, straightening deck furniture, restroom, and pool area cleanliness, and immediately reporting any conditions or practices that are unsafe.

6. DM and/or BOS reserves the right to demand the removal/dismissal of any staff on grounds negligence, misconduct, or derelict of duty.

D. RESPONSIBILITIES: The onsite management personnel will be responsible for the following services, a detailed description of these services is provided below:

1. Clubhouse Manager

a. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor contracts relating to the clubhouse and community assets, development of standard operation policies and procedures.

b. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.

c. Work with assigned contractors to ensure quality service is provided to the community.

d. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency.

e. Full knowledge/awareness of all rules and regulations of the amenities.

f. Ensure an immaculate overall appearance of the Clubhouse and amenities.

g. Inspect District property and common areas and report any problems to the appropriate vendor.

h. Attend and participate in District Board of Supervisor Meetings.

i. Issue and activate access cards for residents and update security system as needed.

j. Process access card purchase requests. Maintain log of all transactions and submit a monthly report to the Finance Team.

k. Handle all resident requests, inquiries, and complaints.

l. Make regular updates to database and website.

m. Inform residents of general information, meetings, and community updates. Oversee and prepare community newsletter.

n. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District.

o. Display flexibility in handling after-hours emergency calls.

p. Responsible for enforcing the District Policies and Rules.

q. Complete private event rental forms, security deposits, and check-in/out documents.

r. Prepare any incident or accident reports and forward to the District Manager.

s. Submit a weekly report to the District Manager.

- t. Submit a monthly Operations Manager report to the District Manager. Include:
 - i. Maintenance actions.
 - ii. Administrative actions.
 - iii. Incidents and issues.
 - iv. Resident Payment Log.
 - v. Recommendations.
- u. Purchase (via Consultant supplied debit card) supplies, consumables, and other items as approved by the District, and timely review and monthly submission of invoices.
- v. Document, organize, and manage warranties, regular maintenance, and inspections for the facilities as needed (fire inspections, pest control, mechanical systems, security alarms.).
- w. Prepare and obtain quotes for services when directed by the District Manager or Board.
- x. Responsible in maintaining high standards of appearance, cleanliness, and condition of CDD property.
- y. Oversee and assist Event Coordinator with creation and implementation of community events and activities.
- z. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
- aa. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.
- bb. Clean and sanitize Clubhouse and amenities, as needed.
- cc. Any other duties assigned by Amenities Manager.

2. General Maintenance

- a. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- b. Work with assigned contractors to ensure quality service is provided to the community.
- c. Inspect District common areas and report any problems to the Clubhouse Manager.
- d. Prepare any incident or accident reports and forward to the Clubhouse Manager.
- e. Display flexibility in handling after-hours emergency calls.
- f. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
- g. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
- h. Main Entrance: pick up debris.
- i. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.

- j. Replace light bulbs.
- k. Control cobwebs around the Clubhouse.
- l. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
- m. Parking Lot: Pick up litter, blow off debris.
- n. Cleaning the outdoor furniture.
- o. Touch up paint interior and exterior.
- p. Check playground equipment, empty receptacles, and pick up debris.
- q. Perform minor repairs to the entrance/exit gates.
- r. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
- s. Perform minor repairs to equipment and facilities as needed.
- t. Process and manage work orders and update Clubhouse Manager with project status and completion.
- u. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
- v. Clean and sanitize Clubhouse and amenities, as needed.
- w. Any other duties assigned by Clubhouse Manager.

3. Event Coordinator

- a. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
- b. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
- c. Provide monthly event financial summaries to Clubhouse Manager.
- d. Troubleshoot and smooth issues relating to the successful execution of events.
- e. Manage and adhere to budgeted line items associated with events.
- f. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs.
- g. Purchase and display of seasonal, event, and activity decorations.
- h. Purchase (via Consultant supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
- i. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
- j. Assist Clubhouse Manager with creation of community newsletter and other event emails to community.
- k. Assist with the general daily operations, management, and organization of all activities.
- l. Assist as required with CDD Board of Supervisors and District Management requests.

- m. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
 - n. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
 - o. Clean and sanitize Clubhouse and amenities, as needed.
 - p. Any other duties assigned by Clubhouse Manager.
4. Clubhouse Attendant
- a. Assist Clubhouse Manager in the day-to-day operations.
 - b. Interaction with residents and guests on a day-to-day basis.
 - c. Ensure an immaculate overall appearance of the amenities.
 - d. Assist in managing the private events calendar for the clubhouse.
 - e. Complete private event rental forms, security deposits and check in / out documents.
 - f. Issue access cards, room rentals, and document sales in log.
 - g. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food/ drink restrictions, and guest policies.
 - h. Enforce the rules and regulations of the facility.
 - i. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
 - j. Document all complaints, injuries, and maintenance issues and forward to Clubhouse Manager.
 - k. Assist in the assessing the condition of District property resulting from neglect, vandalism, depreciation, and report to Clubhouse Manager.
 - l. Assist in notifying residents of upcoming events, meetings, and general information.
 - m. Assist in working with assigned contractors to ensure quality service is provided to the community.
 - n. Clean and sanitize Clubhouse and amenities, as needed.
 - o. Any other duties assigned by Clubhouse Manager.
5. Seasonal Pool Attendants
- a. Ensure a presentable overall appearance of the pool area.
 - b. Check Resident access cards.
 - c. Monitor the guest and visitor policies.
 - d. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
 - e. Enforce the rules and regulations of the facility.
 - f. Interaction with residents and guests on a day-to-day basis.
 - g. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.

- h. Prepare any incident or accident reports and forward them appropriately.
- i. Empty trash receptacles.
- j. Straighten chairs on pool deck.
- k. Report all vandalism or damaged property to Manager immediately.
- l. Contact the Manager with any maintenance issues.
- m. Ensure restrooms and the pool deck are clean at all times.
- n. Clean and sanitize Clubhouse and amenities, as needed.
- o. Any other duties assigned by Clubhouse Manager.

If the pool area or Clubhouse is closed for a period of time, on any given day (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor shall not bill for, nor be due payment for, any hours which are not staffed.

E. **ADDITIONAL SERVICES:** In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include but are not limited to attendance at additional meetings, District presentations and vendor responses.

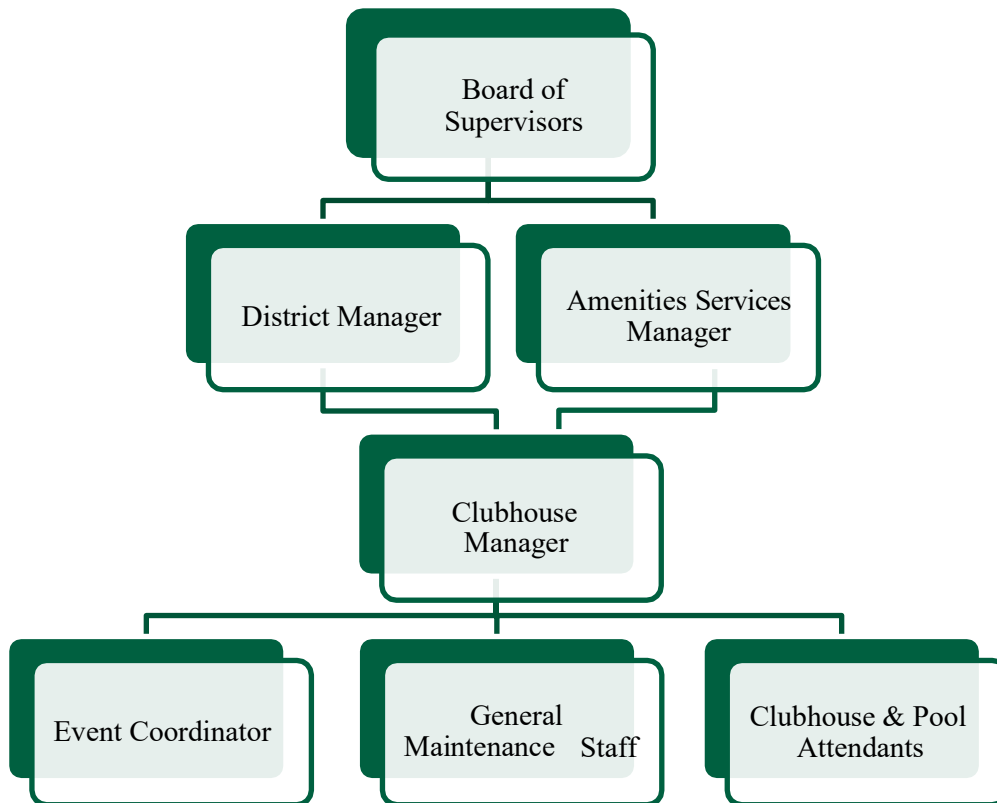
- 1. Ensure always reachable and available hours to the community residents with quick acknowledgement or turnaround.
- 2. Provide robust communication strategy, channels, forms, etc. for residents to reach Club House Manager.
- 3. Provide feedback and suggestions for community lifestyle improvements based on daily interactions, experience, and observations while on the job.
- 4. Implement and utilize effective workflow management tools for prioritization and tracking on-site staff projects, tasks, and activities.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

F. **LITIGATION SUPPORT SERVICES:** Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

G. **ORGANIZATION CHART:**



4. SCOPE OF FIELD MANAGEMENT SERVICES NEEDED

A. STANDARD ON-GOING SERVICES: These services will be provided on an on-going basis.

1. Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District’s landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be reduced to writing and executed by both Parties;
2. Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District’s agenda package and include, among other things, recommended action items;
3. Upon request of the District, attend monthly District meetings in person or via phone to review landscape maintenance inspection report;
4. Notify landscape maintenance contractors about deficiencies in service or need for additional care;

5. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time;
6. Provide input for preparation of the District's annual budget;
7. Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. This service is only to be provided once per fiscal year at no additional charge to the District. Additional requests for this service will require a proposal be presented to the Board and approval by the District prior to conducting such additional services; and
8. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.
9. Provide a plan that breaks down the scope of inspection by area/sections that also defines the process in which monthly inspections will occur, including but not limited to:
 - a. Turf, bushes, trees, mulch, flower beds, weeds, etc.
 - b. Parks, trails, mediums, walkways, recreational areas, amenities, etc.
 - c. Conservation areas, between/behind homes, outside of community, etc.
10. Suggest bi-weekly during summer months.
11. Ad-hoc or on-demand inspections pre-post turnover and near construction zones.

B. **ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, the District may, from time to time, require additional services from the Consultant. Such additional services may include, but are not limited to, attendance at additional meetings, District presentations, and vendor responses.

C. **LITIGATION SUPPORT SERVICES.** Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

If any litigation support services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

5. **PROPOSAL FORMS**

7.A. GENERAL PROPOSER INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any)

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

Proposer's Corporate Form:

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

7.B. EXPERIENCE

- *Has the Proposer performed work for a community development district or master planned residential community in excess of 400 acres previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of amenity center management and grounds maintenance management completed for each of the last five (5) years starting with the latest year and ending with the most current year:*

2017 = _____

2018 = _____

2019 = _____

2020 = _____

2021 = _____

- *List the Proposer's total annual dollar value of field management services completed for each of the last five (5) years starting with the latest year and ending with the most current year:*

2017 = _____

2018 = _____

2019 = _____

2020 = _____

2021 = _____

- *Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five years. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Scope of Services for Project: _____

List of subcontractors used: _____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any amenity center management and/or grounds maintenance management or field management services within the past 3 years? Yes ____ No ____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

- *Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___*

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes ___ No ___*

If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

7.C. PRICING

Proposed Fee for Amenity Management and Staffing

(for hourly rates, indicate if the price is proposed to change in years 2 or 3)

This must include all proposed costs of:

- Clubhouse Manager
 - Year 1 \$ _____
 - Year 2 \$ _____
 - Year 3 \$ _____

- General Maintenance Staff
 - Year 1 \$ _____
 - Year 2 \$ _____
 - Year 3 \$ _____

- Event Coordinator
 - Year 1 \$ _____
 - Year 2 \$ _____
 - Year 3 \$ _____

- Clubhouse Attendant
 - Year 1 \$ _____
 - Year 2 \$ _____
 - Year 3 \$ _____

- Seasonal Pool Attendants
 - Year 1 \$ _____
 - Year 2 \$ _____
 - Year 3 \$ _____

Proposed Fee for Field Management Services

Please provide three (3) years of pricing for Tasks 1 to complete the above corresponding duties, including any management fees or markups. If a subcontractor is proposed to provide any of the duties, please indicate amount to be paid to subcontractor and any mark-up to be retained by Proposer.

For Tasks 2 and 3, please provide pricing on an as needed basis.

Proposer may use this form or their own to provide pricing options.

Task	Detail	Pricing		
		Year 1	Year 2	Year 3
Task 1	Standard On-Going Services			
	TOTAL			
Task 2	Additional Services			
Task 3	Litigation Support Services			

Proposed discount, if any is available, should proposer be selected for multiple Services:

NOTE: IF THE PROPOSER DESIRES TO PROPOSE AN ALTERNATE APPROACH TO OPERATING AND MAINTAINING THE DISTRICT’S FACILITIES, THE PROPOSER IS STRONGLY ENCOURAGED TO SUBMIT BOTH A PROPOSAL RESPONSIVE TO THE STRUCTURE OUTLINED HEREIN AND A SEPARATE, ALTERNATIVE PROPOSAL.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Update of Computer Equipment Proposal

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Resolution
2021-14, Repositioning of Officers

RESOLUTION 2021-14

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

WHEREAS, the BEACH COMMUNITY DEVELOPMENT DISTRICT (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

Section 1. _____ is elected Chairman.

Section 2. _____ is elected Vice Chairman.

Section 3. Vivian Carvalho _____ is elected Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Venessa Ripoll _____ is elected Assistant Secretary.

Section 4. Jennifer Glasgow _____ is elected Treasurer.

Section 5. Amanda Lane _____ is elected as Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY of SEPTEMBER, 2021

ATTEST:

**BEACH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Trustee Services Agreement
with Bank of New York Mellon

This **Agreement of Resignation, Appointment and Acceptance** (this "Agreement") by and among **Beach Community Development District**, a local unit of special purpose government (the "Issuer"), **U.S. Bank National Association**, a national banking association duly organized and existing under the laws of the United States (the "Prior Trustee"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association duly organized and existing under the laws of the United States (the "Successor Trustee"), is dated September 1, 2021.

RECITALS:

WHEREAS, the Issuer and Prior Trustee entered into a Master Trust Indenture, dated as of November 1, 2013, as heretofore amended and supplemented (collectively, the "Indenture");

WHEREAS, the Prior Trustee desires to resign from the trusts created pursuant to the Indenture and the Issuer desires to appoint the Successor Trustee as Trustee, Paying Agent and Bond Registrar to succeed the Prior Trustee in such capacities under the Indenture; and

WHEREAS, the Successor Trustee is willing to accept such appointment as successor Trustee, Paying Agent and Bond Registrar under the Indenture.

NOW, THEREFORE, the Issuer, the Prior Trustee and the Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

THE PRIOR TRUSTEE

SECTION 1.01. Pursuant to Sections 611 and 617 of the Indenture, the Prior Trustee hereby notifies the Issuer that the Prior Trustee is resigning as Trustee, Paying Agent and Bond Registrar under the Indenture as of the Effective Date (as defined herein). By execution of this Agreement, the Issuer deems the written resignation of the Prior Trustee to be filed with the Secretary of the Issuer on the date first above written. The "Effective Date" as used herein shall mean November 1, 2021.

SECTION 1.02. The Prior Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all the right, title, and interest of the Prior Trustee in and to the trusts under the Indenture and all the estates, properties, rights, powers, trusts, duties and obligations of the Trustee under the Indenture. The Prior Trustee shall execute and deliver such further instruments and shall do such other things as the Successor Trustee or the Issuer may reasonably require so as to more fully and certainly vest and confirm in the Successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Trustee as Trustee.

Further, the Prior Trustee hereby represents and warrants to the Issuer and the Successor Trustee that:

- (a) To the knowledge of the undersigned, no covenant or condition contained in the Indenture has been waived by the Prior Trustee.
- (b) To the knowledge of the undersigned, there is no action, suit or proceeding pending or threatened against the Prior Trustee before any court or any governmental authority arising out of any action or omission by the Prior Trustee as Trustee under the Indenture.
- (c) As of the Effective Date of this Agreement, the Prior Trustee will hold no moneys or property under the Indenture.

- (d) This Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and, assuming the due authorization, execution and delivery hereof by the Issuer and the Successor Trustee, constitutes its legal, valid and binding obligation.
- (e) To the knowledge of the undersigned, no event has occurred and is continuing which is an Event of Default under the Indenture.

SECTION 1.03. Promptly after the execution and delivery of this Agreement, the Prior Trustee shall cause notice of its resignation effected hereby to be given as is required pursuant to Sections 611 and 617 of the Master Indenture.

SECTION 1.04. The Prior Trustee shall deliver to the Successor Trustee, as of or immediately after the Effective Date hereof, all of the documents listed on **Exhibit A** hereto, including any such documents as may be reasonably requested in writing by the Successor Trustee which are not listed on **Exhibit A** hereto.

ARTICLE II

THE ISSUER

SECTION 2.01. The Issuer hereby accepts the resignation of the Prior Trustee as Trustee, Paying Agent and Bond Registrar under the Indenture. All conditions relating to the appointment of The Bank of New York Mellon Trust Company, N.A. as Successor Trustee under the Indenture have been met by the Issuer, and the Issuer hereby appoints the Successor Trustee as Trustee, Paying Agent and Bond Registrar under the Indenture, as of the Effective Date, with like effect as if originally named as Trustee, Paying Agent and Bond Registrar in the Indenture.

SECTION 2.02. The officer of the Issuer executing this Agreement on behalf of the Issuer hereby certifies that the Issuer has the power and authority to: (a) accept the Prior Trustee's resignation as Trustee, Paying Agent and Bond Registrar under the Indenture; (b) appoint the Successor Trustee as Trustee, Paying Agent and Bond Registrar under the Indenture in accordance with the terms and conditions hereof; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Trustee as Trustee, Paying Agent and Bond Registrar under the Indenture.

SECTION 2.03. The Issuer agrees to give, or cause to be given, prompt notice of the appointment of the Successor Trustee in accordance with Sections 613 and 619 of the Master Indenture, substantially in the form of **Exhibit B** attached hereto.

SECTION 2.04. The Issuer hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

- (a) the Issuer is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, maintenance, and operation of the major infrastructure within and without the boundaries of the Issuer, as provided in the Act, duly and validly organized and existing pursuant to the laws of the State of Florida;
- (b) this Agreement has been duly and validly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery hereof by the Prior Trustee and the Successor Trustee, constitutes a legal, valid and binding obligation of the Issuer;
- (c) the Issuer has not appointed any Trustee other than the Prior Trustee and its predecessors to serve as Trustee, Paying Agent and Bond Registrar under the Indenture; and
- (d) the Issuer will continue to perform its obligations under the Indenture.

ARTICLE III

THE SUCCESSOR TRUSTEE

SECTION 3.01. The Successor Trustee hereby represents and warrants to the Prior Trustee and to the Issuer that:

- (a) the Successor Trustee is qualified and eligible under the provisions of Sections 614 and 620 of the Master Indenture to be appointed successor Trustee, Paying Agent and Bond Registrar and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (b) this Agreement has been duly and validly authorized, executed and delivered by the Successor Trustee and, assuming the due authorization, execution and delivery hereof by the Issuer and the Prior Trustee, constitutes a legal, valid and binding obligation of the Successor Trustee.

SECTION 3.02. The Successor Trustee hereby accepts its appointment as successor Trustee, Paying Agent and Bond Registrar under the Indenture and accepts the estates, properties, rights, powers, trusts, duties and obligations of the Prior Trustee as Trustee, Paying Agent and Bond Registrar under the Indenture, as of the Effective Date, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Paying Agent and Bond Registrar under the Indenture.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

SECTION 4.02. This Agreement shall be governed by and construed in accordance with the laws of the Indenture, and except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

SECTION 4.03. Notwithstanding the resignation of the Prior Trustee effected hereby, the Issuer shall remain obligated under the terms of the Indenture to compensate, reimburse and indemnify the Prior Trustee in connection with its trusteeship under the Indenture. The Issuer and the Prior Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any breach or default by the Prior Trustee in the performance or non-performance of the Prior Trustee's duties as Trustee, Paying Agent or Bond Registrar under the Indenture.

SECTION 4.04. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 4.05. The Issuer, the Prior Trustee and the Successor Trustee hereby acknowledge receipt of an executed and acknowledged counterpart of this Agreement and the effectiveness thereof.

SECTION 4.06. As between the Issuer and the Successor Trustee only: The Successor Trustee shall have the right to accept and act upon directions or instructions given pursuant to the Indenture or any other document reasonably relating to bonds issued thereunder and delivered using Electronic Means (defined below); provided, however, that the Issuer shall provide to the Successor Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Successor Trustee directions or instructions using Electronic Means and the Successor Trustee in its discretion elects to act upon such directions or instructions, the Successor Trustee's understanding of such directions or instructions shall be deemed controlling. The Issuer understands and agrees that the Successor Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Successor Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Successor Trustee have been sent by such Authorized Officer. The Issuer shall be

responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Successor Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Successor Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Successor Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Successor Trustee, including without limitation the risk of the Successor Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Successor Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Successor Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Successor Trustee as available for use in connection with its services hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

Beach Community Development District,
as Issuer

By: _____



Name: Chris White

Title: Chairman, Board of Supervisors

U.S. Bank National Association,
as Prior Trustee

By: _____

Name: Leanne M. Duffy

Title: Vice President

The Bank of New York Mellon Trust Company, N.A.,
as Successor Trustee

By: _____

Name:

Title:

EXHIBIT A

1. Executed Copies of the Master Indenture and all supplements and amendments thereto.
2. Closing Documents in the form provided to Prior Trustee.
3. Representative copy of original Bond Certificates and any inventory.
4. Certified list of Holders as of the Effective Date, including certificate detail, all "stop transfers" and the reason therefore (or alternatively, if there are a substantial number of registered Holders, the computer record reflecting the identity of such Holders).
5. Copies of any notices sent by the Trustee to the Issuer or the holders of the bonds issued and outstanding under and pursuant to the terms of the Indenture, including with respect to compliance items, during the previous 12 months.

EXHIBIT B

Beach Community Development District Special Assessment Revenue Refunding Bonds (the "Bonds")

NOTICE IS HEREBY GIVEN, pursuant to the Master Trust Indenture, dated as of November 1, 2013, as heretofore amended and supplemented (collectively, the "Indenture"), by and between Beach Community Development District (the "Issuer") and U.S. Bank National Association, a national banking association (the "Prior Trustee"), as Trustee, that the Prior Trustee has resigned as Trustee, Paying Agent and Bond Registrar under the Indenture pursuant to Sections 611 and 617.

Pursuant to Sections 613 and 619 of the Indenture, the Issuer has appointed The Bank of New York Mellon Trust Company, N.A., a national banking association (the "New Trustee"), which is duly organized and existing under the laws of the United States, to serve as Trustee, Paying Agent and Bond Registrar under the Indenture, and the New Trustee has accepted such appointment, subject to the terms of the Indenture. The address of the corporate trust office of The Bank of New York Mellon Trust Company, N.A. is 4655 Salisbury Road, Suite 300, Jacksonville, Florida 32256, Attn: Corporate Trust.

The Prior Trustee's resignation as Trustee, Paying Agent and Bond Registrar, and the appointment of the New Trustee as successor Trustee, Paying Agent and Bond Registrar will be effective as of the opening of business on November 1, 2021.

Dated: September 1, 2021

By: Beach Community Development District,
the Issuer

cc: U.S. Bank National Association, Prior Trustee
The Bank of New York Mellon Trust Company, N.A., Successor Trustee

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of 5 Star Pressure Washing
Proposal



5 Star Pressure Washing Inc

933 11th Ave S
Jacksonville Beach, FL 32250

(904) 201-9122
www.fivestarpw.com
sales@fivestarpw.com

Estimate

Order No. _____ Date _____

2864	
------	--

Start	End

Customer Info.	Service Location	Job Info.
Tamaya	Primary Address	Technician:
2938 Danube Ct Jacksonville, FL 32246	2938 Danube Ct Jacksonville, FL 32246	Sales Rep: Matheson, Matt
Phone: (330) 524-8102	Maria Tondi (330) 524-8102	PO #:
		Lead Source:

QTY	Description	Price	Amount
1	Custom Amount - Pressure wash wall around pool deck	500.00	500.00
1	Custom Amount - Pressure wash guard house, includes canopy	400.00	400.00
1	Custom Amount - Pressure wash slide tower, includes exterior and interior stairwell	350.00	350.00
1	Custom Amount - Pressure wash walkway between clubhouse and fitness center	100.00	100.00
1	Custom Amount - Pressure wash walls in front of clubhouse building	200.00	200.00
1	Custom Amount - Pressure wash pavers in round about at the front of Tamaya club/pool house, as well as front entrance way of building including ceiling over entrance doors.	500.00	500.00

Notes:

Five Star Pressure Washing will remove any organic growth(mold, mildew, bug debris) as part of our cleaning process. There is evidence of efflorescence present, which will not be removed as part of this quote. It is a naturally occurring mineral and has varied success rates on removal, this was explained to Ken in person during the initial walkthrough. The stained wood ceilings above the doors are cloudy prior to service. Typically this indicates that the stain is failing. Pressure washing of this area could result in the ceiling needing to be restained after cleaning.

SUBTOTAL	\$2,050.00
TAX	\$0.00
TOTAL	\$2,050.00
ADDITIONAL	
GRAND TOTAL	
	Due Upon Receipt

Signature _____

Date _____

Thank you for your business



5 Star Pressure Washing Inc

933 11th Ave S
Jacksonville Beach, FL 32250

(904) 201-9122
www.fivestarpw.com
sales@fivestarpw.com

Estimate

Order No. Date

2851	8/3/2021
Start	End
10:30 AM	11:00 AM

Customer Info.	Service Location	Job Info.
Tamaya	Primary Address	Technician: Matheson, Matt
2938 Danube Ct Jacksonville, FL 32246	2938 Danube Ct Jacksonville, FL 32246	Sales Rep: Matheson, Matt
Phone: (330) 524-8102	Maria Tondi (330) 524-8102	PO #:
		Lead Source:

QTY	Description	Price	Amount
1	Custom Amount - Pressure wash both entrance pillars, and fountain in median, at new entrance to Tamaya on Beach Blvd, front and back	250.00	250.00
1	Custom Amount - Pressure wash both sides of old Tamaya entrance along Beach Blvd, including stucco wall that runs east/west	800.00	800.00
1	Custom Amount - Pressure wash entrance pillars, and columns up to guard house building on Meritage Blvd	400.00	400.00
1	Custom Amount - Pressure wash 2 pool deck monuments by splash pad	250.00	250.00
1	Custom Amount - Pressure wash pool deck pavers, this price is subject to all pool furniture being moved prior to pressure washing	1,500.00	1,500.00
1	Custom Amount - Pressure wash brick pavers around club house(not pool deck pavers)	350.00	350.00
1	Fire Hydrant Meter - Rental, water usage, and admin fee's associated with using a fire hydrant meter supplied by utility company.	500.00	500.00

Notes:

Five Star Pressure Washing will remove any organic growth(mold, mildew, bug debris) as part of our cleaning process. There is evidence of efflorescence present, which will not be removed as part of this quote. It is a naturally occurring mineral and has varied success rates on removal, this was explained to Ken in person during the initial walkthrough.

	SUBTOTAL	\$4,050.00
	TAX	\$0.00
	TOTAL	\$4,050.00
	ADDITIONAL	
	GRAND TOTAL	
		Due Upon Receipt

Signature _____

Date _____

Thank you for your business









**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Gate Service Repairs from
Alden Contracting

From: Dee Belet <DBelet@lelandmanagement.com>

Sent: Tuesday, August 24, 2021 3:58 PM

To: Chris White <777cdw@gmail.com>

Cc: Vivian Carvalho <carvalhov@pfm.com>; Jesse Skinner <jskinner@lelandmanagement.com>; Venessa Ripoll <ripollv@pfm.com>; Dee Belet <DBelet@lelandmanagement.com>; advancedsecurityspecialist@comcast.net; Dee Belet <DBelet@lelandmanagement.com>

Subject: RE: Beach CDD - Tamaya Gate System Inoperable

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

I have advised Alden Contracting they are approved to proceed with additional repairs at cost of \$2,500.00;

- Replacement of all five (5) Loops and Loop Detectors
- Cost to replace is \$500 per loop and loop detector, includes cutting in replacement loops
- **Total cost \$2,500.00**

Please be advised vendor will coordinate and schedule, anticipate repairs to be completed by Friday, August 27, 2021.



Dee Belet, PCAM, Director - Northeast FL

Phone: (904) 483-2987

Email: dbelet@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of the Field Manager Report

TAMAYA- BEACH CDD

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

Community Review:

Sunstate Landscape Report- Sunstate has been providing weekly updates to the district and weekly reports have been emailed to the Tamaya Residents.

Crystal Clean Pool Report- Attached for your review.

Paver Splash Pad Area/Pool Planter Repair: Attached Vendor Comparison report has photos of the repair area and three proposals for review. The pavers in the splash pad area are lifting because of the tree roots and this issue has been notated by the Duval County Health department that a repair of the pavers needs to be completed.

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



A Word from our Owner:

That's right everyone summer is still heating up, let's grab the sun screen and blow up those pool floats!! Let's keep the summer going right!!!!

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 August 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)



JULY CHEMICAL READINGS

7/2/21	1.0	7.3	70	50
7/5/21	2.5	7.3	70	50
7/7/21	3.5	7.3	70	30
7/9/21	4.0	7.3	70	40
7/12/21	2.0	7.8	80	30
7/14/21	3.5	7.6	60	30
7/16/21	1.5	7.4	60	50
	4.3	7.4	80	40
7/21/21	2.5	7.3	70	40
	3.5	8.0	80	50
7/26/21	4.0	8.0	80	45
	2.0	7.3	70	55
7/30/21	1.0	7.3	70	30



JULY CHEMICAL READINGS

Lap	CHLORINE	PH	Alkalinity	Stabilizer
7/2/21	3.5	7.4	50	30
7/5/21	5.4	7.3	40	40
7/7/21	4.3	7.3	70	55
7/9/21	2.0	7.4	70	45
7/12/21	2.0	7.8	70	30
7/14/21	3.0	7.8	70	30
7/16/21	3.0	7.6	80	50
7/19/21	2.6	7.4	60	40
7/21/21	4.5	7.5	90	50
7/23/21	6.0	7.7	70	40
7/26/21	5.1	7.4	50	30
7/28/21	4.7	7.3	40	35
7/30/21	6.2	7.3	70	40



JULY CHEMICAL READINGS

Splash	CHLORINE	PH	Alkalinity	Stabilizer
7/2/21	5.0	7.8	80	40
7/5/21	4.3	7.4	90	40
7/7/21	6.7	7.2	100	50
7/9/21	6.1	7.8	80	30
7/12/21	4.5	7.4	80	50
7/14/21	4.0	7.8	80	40
7/16/21	3.1	7.8	80	30
7/19/21	2.6	7.2	100	30
7/21/21	5.0	7.4	70	50
7/23/21	6.0	7.4	80	40
7/26/21	5.2	7.3	90	50
7/28/21	4.1	7.5	100	30
7/30/21	5.6	7.4	90	40

Scope of work to be included:	Vendors	Price			
Paver Repair- Splash Pad Area	Brightview	\$ 1,442.20			
Paver Repair- Pool Planter	Bemar Construction	\$ 8,800.00			
	SunState Landscaping	\$ 18,400.00			







Proposal for Extra Work at Tamaya Splash Area

Property Name	Tamaya Splash Area	Contact	Jesse Skinner
Property Address	12788 Meritage Blvd Jacksonville , FL 32246	To	Leland Management
		Billing Address	10175 Fortune Parkway Ste 906 Jacksonville , FL 32256

Project Name Tamaya Splash Area

Project Description Remove pavers being lifted by roots, cut out roots, re-lay pavers

Scope of Work

QTY	UoM/Size	Material/Description
1.00	CUBIC YARD	Paver base - picked up
1.00	CUBIC YARD	Mason's sand - picked up
1.00	LUMP SUM	Labor to remove pavers in sections, cut roots, install paver base, re-install pavers and broom in sand over the top

For internal use only

SO# 7542169
JOB# 346700000
Service Line 130

Total Price \$1,442.20

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
1854 West Road, Jacksonville, FL 32216 ph. (904) 725-2552 fax (904) 725-0188
Enhancement Manager, Certified Arborist #FL-6354A
Certified Pest Control Operator JF95758

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature _____ Title Senior Community Association Manager

Jesse Skinner June 09, 2021

Printed Name Date

BrightView Landscape Services, Inc. "BrightView"

Signature _____ Title Enhancement Manager

Jen Mabus June 09, 2021

Printed Name Date

Job #: 346700000 Proposed Price: \$1,442.20
SO # 7542169



Estimate

P.O. Box 440821 Jacksonville, FL 32222

Date	Estimate #
8/23/2021	2239

Name / Address
 TAMAYA
 12788 Meritage Blvd
 Jacksonville, FL 32246

State Certified General Contractor # 1517170
Phone (904) 252-7603

Description	Qty	Rate	Total
Scope of Work; Repair Pavers. Including: *Labor, some materials and equipment to; *Remove existing Loosing and damage pavers around pool by three (3) palm trees. *Remove existing and damage pavers around back patio area *Grade grounds around patio and pool areas *Install existing pavers previously removed *Replace some broken pieces if needed. *Pressure wash all existing pavers after completion *Time to completion; One week Location; Pool area on Amenity Center Materials including; *Mix Aggregate, sand, Cement as needed NOT INCLUDED; *Pavers replace if needed in case of broken *City fees, permit and inspections *Architect or Engineer fees if are required.		8,800.00	8,800.00
Bemar Construction will honor a one year standard labor warranty, After completion		Total	\$8,800.00

Tamaya

Hardscape - Pool Paver Repair Estimate

#	ITEM	CHANGE ORDER DESCRIPTION	TOTAL BID
1	HS	Paver Repairs - Splash Pad	
		<i>Repairs to splash pad paver system affected by surrounding landscape roots; includes removal of affected pavers, remediation of affecting root systems, installation of root barrier system, installation/compaction of new paver base as needed and reinstallation of affected pavers; includes all labor and materials</i>	\$ 10,400.00
2	HS	Paver Repairs - Pool Planter	
		<i>Repairs to pool paver system affected by surrounding landscape roots at palm tree planter bed (1); includes removal of affected pavers, remediation of affecting root systems, installation of root barrier system, installation/compaction of new paver base as needed and reinstallation of affected pavers; includes all labor and materials</i>	\$ 8,000.00
		TOTAL	\$ 18,400.00

Beach Community Development District

10175 Fortune Parkway, Suite 906

Jacksonville, FL 32256

904-223-7224 Ext #1503 904-570-3102 Fax

dbelet@lelandmanagement.com

To: Board of Supervisors
From: Dee Belet, Sr. LCAM, CMCA®, AMS®, PCAM®
Subject: Field Report – August 2021

Amenity Clubhouse Rentals:

- Aleta Symon would like to reserve Amenity facility – 5/14/2022
- Per Policy reservations **MAY NOT** be made **more than four (4) months prior** to the event or **less than two (2) weeks prior** to event. **A wedding and reception may be booked more than four (4) months prior to the event.**
- **Please advise how far advance weddings and receptions may be reserved**

Outside Vendors:

- Expressed concerns on outside vendors (fitness, yoga, water aerobics, etc.) charging a fee to residents for the activities.
- Per the “Independent Contractor Agreement” page 2, #4: Compensation: Contractor shall be entitled to charge a fee in the amount authorized by the District. Contractor shall not be required to pay the District for use of the Facilities for instruction of fitness classes.
- Fees currently being charged:
 - Yoga - \$8.00/person (2019 - \$10)
 - Water Aerobics - \$5.00/person
 - HIT Boot Camp - \$15.00/person
 - ISR Class (Infant Swimming) - \$100/week/child
 - Kids Tennis Camp - \$100-\$195/child
- **Required Board approval of fees currently being charged, as noted above.**

Pressure Washing – Amenities:

- Proposals received at District Meeting;
 - Belets Painting & Maintenance \$8,775.00
 - HuGus Inc. \$7,175.00
- Board approved Not to Exceed cost of \$7,175.00
 - 5 Star Pressure Washing \$6,100.00
 - Proposal obtained from Maria Tondi
- **Chair approved 5 Star Pressure Washing proposal at cost of \$6,100.00 on 8/20/21**
- Vendor notified to provide copies of business license and Certificate of Insurance on 8/23/21 once obtained we will proceed with coordination and scheduling work.
- Chair requested to have Ken, Tamaya Maintenance provide oversight of vendor during project 8/23/21
- Received copy of COI reflecting workers compensation, awaiting GL and Auto coverage – Obtained 8/24/21
- **Received executed Memo from District Manager, awaiting execution from Chairperson to coordinate and schedule work, pending.**

Gate System Damages:

Please be advised at approximately 4:00 – 4:15pm on Tuesday, August 17, 2021 the gate system was reported as inoperable. Alden Contracting was dispatched to investigate.

Ken reported system went down following a storm in the area.

Alden Contracting onsite have replaced surge protection to barcode reader. Presently they have identified the following parts inoperable and require replacement;

- 1835 Telephone Entry System
- TCP Network Module
- Approximate Costs to replace \$3800.00 plus Labor ((6) hours labor @ \$95/hour = \$570); **Total Cost \$4,370.00**
- **Approval obtained from Chairperson Friday, 8/20/21**
- **Parts ordered 8/20/21, install scheduled for Tuesday, 8/24/21 - completed**

The above items are the only items they are able to diagnose at present time as inoperable. In order to diagnose further the 1835 Telephone Entry System will need to be replaced. Once replaced they can then identify whether or not the storm affected and damaged the BAI Decoder Board, Barrier Arm and Main Controller, etc.

If lightning damaged the BAI Decoder Board (Surge Protection on BAI Board) they can send in to BAI for refurbishment and the CDD would only be charged for the parts that require replacement. Downfall, BAI is currently backed up 30-60 days awaiting parts.

Please be advised I have confirmed with Vivian Carvalho that the Gate House and Gate are on the Insurance Property Schedule and have a \$2,500 deductible.

Above repairs completed 8/24/21 additional diagnostics performed. Additional damages reported as follows:

- Replacement of all five (5) Loops and Loop Detectors
- Cost to replace is \$500 per loop and loop detector, includes cutting in replacement loops
- **Total cost \$2,500.00**
- Onsite visit between Alden Contracting & Chairperson, final decision made was to replace (3) loops and add two photo eyes. Vendor advised same cost as previously quoted.
- Photo reflects bad loops and loop detector on Megohmmeter

