

Beach Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

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www.beachcdd.com

The Regular meeting of the Board of Supervisors of **Beach Community Development District** will be held on **Monday, December 6, 2021 at 5:15 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

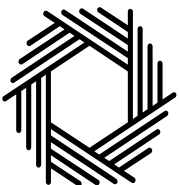
- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board is limited to 3 minutes and should not include ANY personal attacks when addressing the Board]*

Administrative Matters

1. Consideration of the Minutes of the October 11, 2021 Board of Supervisors' Meeting
2. Consideration of the Minutes of the November 3, 2021 Continued Board of Supervisors' Meeting
3. Consideration of the Minutes of the November 8, 2021 Board of Supervisors' Workshop Meeting
4. Consideration of the Minutes of the November 15, 2021 Special Board of Supervisors' Meeting

General Business Matters

5. Update on the Vesta Properties Transition
6. Public Hearing on the Revised Amenity Facility Policies
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2022-04, Adopting the Revised Amenity Facility Policies
7. Consideration of AT&T Easement
8. Review & Acceptance of Warranty Deed for Parcel GH (Bella Nina)
9. Review of Mr. Garcia gate repair invoice



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10. Review of Mr. Elderdice guest pass concern

11. Update of the Finance and Task Force Group

Other Business

- Staff Reports
 - District Counsel
 - District Engineer- Statute Updates 2021
 - District Manager
 - Field Manager
- Supervisors Requests
- Audience Comments

Adjournment



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the October
11, 2021 Board of Supervisors' Meeting

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES
Monday, October 11, 2021 at 5:15 p.m.
12788 Meritage Blvd. Jacksonville, FL 32246**

Board Members Present via speaker phone or in person:

Stephen Kounoupas	Vice Chairperson
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)
Wes Haber	District Counsel- Hopping Green & Sams (via phone)
Paul Hutchinson	District Engineer- ETM (via phone)
Dee Belet	Field Manager- Leland Management, Inc
Robert Metts	Alden Contracting
Jake Card	Advance Security Specialist & Consulting

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 5:19 p.m. the 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.

Homeowner commented regarding the tree trimming overhanging the sidewalks. He suggested trimming the branches, so they don't encroach on the sidewalk. Homeowner also questioned who is responsible for trimming the trees in front of each resident's house.

Ms. Carvalho responded it is the responsibility of the homeowners. Ms. Belet will follow up with residents in regard to that comment.

Mr. Kendig stated the Finance Task Force Group obtained some additional vendors for the gate system. He stated before the Board takes action on the Alden Contracting & Services Proposal, he would like to pursue those additional quotes to see if the District can get a better price on maintaining, installation, and repair of the gate system in the community.

Ms. Carvalho opened the floor for comments from the public who are on the phone. There were no additional comments from the audience on the phone.

**Acknowledgement of Chris White
Resignation for Seat 4, Term
Expiration November 2022**

Ms. Carvalho stated Mr. White sent an email to her attention and copied District Counsel resigning effective October 1, 2021 from the Board of Supervisors. Ms. Carvalho requested a motion from the Board to acknowledge and accept his resignation.

On MOTION by Mr. Kounoupas, seconded Dr. Renn, with all in favor, the Board acknowledged and accepted Mr. White Resignation from the Beach CDD Board of Supervisors effective October 1, 2021.

**Discussion of Replacement for
Seat 4**

Ms. Carvalho stated the District had two resumes that came in from Sheila Papelbon and James Kendig in regard to their interest to serve on the Board for Supervisors for Seat 4. Ms. Carvalho noted the Board can also send out an email to all the residents to see if there is any additional interest to serve for that open seat.

Dr. Renn stated the District has two outstanding candidates both of whom would serve well in this position and he would like to move to fill the position tonight.

Ms. Tondi commented residents should be communicated with regarding these issues. Ms. Carvalho noted this happened in between Board meetings and the Board did not have a policy on how they wanted to address this open seat. She noted if and when someone resigns from the Board in between meetings, an email is sent out to the residents

acknowledging the resignation so that anyone that is interest at that point would be able to submit their resumes at the next meeting. This is in place for the December meeting, but the Board can vote on that today. The residents were no made aware of the resignation because it took place in between Board meetings. A discussion took place.

Ms. Carvalho noted if the Board is not ready to make a decision today the meeting can be continued to a date, time, and location and have the opportunity to send out an eblast and whoever is interested in serving on the Board to come back with their resumes and then the Board can make a decision at the continued meeting.

The individuals on the phone cannot hear the meeting and had to reconnect.

On MOTION by Mr. Kounoupas, seconded Ms. Tondi, with two in favor and one (Dr. Renn) opposed, the Board deferred the decision making in regard to the Replacement for Seat 4 until the continued meeting that will be established at the end of this meeting.

**Consideration of the Minutes of
the September 1, 2021 Special
Board of Supervisors' Meeting**

The Board reviewed the minutes of the September 1, 2021 Special Board of Supervisors meeting.

On MOTION by Ms. Tondi, seconded Mr. Kounoupas, with all in favor, the Board approved the Minutes of the September 1, 2021 Special Board of Supervisors' Meeting

SECOND ORDER OF BUSINESS

General Business Matters

**Review and Consideration of
Homeowner Request for Pool
Installation Project Easement**

Item #20 on the Agenda was taken out of order for discussion and consideration by the Board.

Michael Simmons, a homeowner requested the use of the CDD owned property to get equipment back to install his pool understanding anything they do that effects the District property, he would be responsible for repairing to the existing condition

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved request for the Pool Installation Project Easement.

Mr. Haber stated in the past the District has done a license agreement between the CDD and requester to have something in writing with respect to each party's obligation. Ms. Tondi questioned the cost to the District of Mr. Haber preparing that document. Ms. Carvalho stated it is a standard document and there is another request on the agenda today that Ms. Belet will discuss. The Agreement is already in place and it is an additional layer of protection for the District to have that for the record keeping. Ms. Tondi told Mr. Simmons that there might be a fee for that. She asked Mr. Haber the fee. Mr. Haber stated it would be no more than \$100.00 - \$150.00. He stated the Board could direct Ms. Carvalho to prepare the document and have him do a quick review. He mentioned the document must have the description of the property on it and be signed by both parties and it is a document that has already been prepared and have been used in prior similar circumstances. Ms. Carvalho will prepare the License Agreement and provide it to the Board upon review by District Counsel.

Review and Consideration of RFP Field Management Services Proposals

Ms. Carvalho noted the RFP for Field Management Services was discussed at length at the last meeting. The Task Force Group along with Dr. Renn, the Board and District staff finalized an RFP that went out. The District invited six companies to submit responses and of those six, four of them responded with a proposal. The four proposals were from Evergreen, Rizzetta & Company, Vesta Properties, and Leland Management. Ms. Carvalho stated that Rizzetta & Company and Vesta Properties were present to provide an overview of their proposal.

Rizzetta & Company introduced their company and presented their proposal. A question was asked why they report monthly and not weekly and if they charge mileage from Tampa to Jacksonville. They replied that their Field Management Report is monthly, but they gave an onsite Clubhouse Manager. They do charge their mileage from Tampa when they travel

for the Board meetings and it is up to the Board if they want them to be present or to call in to the meeting. They also have other communities in the area they provide Field Services for and combine and split the mileage among them. A question was raised if they have experience with resurfacing tennis courts. The Field Services Manager stated she was the interim Tennis Club Manager at another community, so they have experience with tennis courts and what they need to be maintained. A discussion took place.

Vesta Properties introduced their company and presented their proposal. They are located in Jacksonville, Florida. Ms. Tondi asked about the cost associated with the application and website that was mentioned in the proposal. Vesta charges \$1,500 to develop a website and \$1,500 to administer the website. If the District approves the Management Agreement, they will not charge the website development fee but every year there is a \$750.00 administration and management fee ongoing. A question was asked how many Districts they manage. Vesta provides amenity management for over 30 CDDs and a year ago they acquired DPF. They are the only proposers that offer HOA Management, Amenity Management, Field Management, and District Management. Questions were asked regarding the company's expertise with electric, maintenance etc. Mr. Deary with Vesta Properties stated if they have the skillset to do it their employees will save the District money by doing it and they will try to have employees in place with that experience. If something needs to be contracted, they will bring three bids to the Board for their review. A question was asked about the gates. Vesta Properties replied they own a gated access company that has been in business for 40 years which is based in Jacksonville, Florida. A question was asked about their experience with clay tennis courts. Vesta Properties indicated they are passionate about maintaining clay tennis courts. Someone asked how long it takes Vesta Properties to respond to an irrigation leak. Mr. Deary stated that Vesta Properties oversees the vendor. The landscape company is contracted to deal with irrigation repairs. A question was raised about resident properties. That is the responsibility of the HOA not the CDD. Ms. Tondi stated the CDD has been doing interviewing on different aspects and companies are telling the Board what they want to hear, and it is not turning out that is factual. Lengthy discussion ensued.

A resident stated he has two dead trees behind his property which are on CDD property. He noted the District will get a certified letter requesting them to be cut down. Ms. Tondi asked the resident to stay after the meeting. She also noted Ms. Belet with Leland Management is present at the meeting today and she will assist with his requests.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board approved giving the Budget and Finance Task Force an opportunity to review all the proposals more carefully and bring it back to the Board at the Continued Meeting that will be established at the end of this meeting.

Ms. Carvalho will work with Dr. Renn as the Liaison for the Finance Task Force Group to compile the group's recommendation and bring it back for the continued meeting. Ms. Carvalho will let the proposers know when the continued meeting is going to be scheduled.

Consideration of Resolution 2022-01, Designating the Primary Administrative Office

Ms. Carvalho presented Resolution 2022-01, Designating the Primary Administrative Office. This Resolution is before the Board because the PFM East Orlando address changed to 3501 Quadrangle Blvd. Suite 270., Orlando, FL 32817. Previously in the Section 2 of the Resolution it had ICI Home as the Local Record Custodian and it is being proposed to change to the address on site.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all those in favor, the Board approved Resolution 2022-01, Designating the Primary Administrative Office.

Consideration of Resolution 2022-02, Designating Registered Agent & Office

Ms. Carvalho presented Resolution 2022-02, Designating Registered Agent and Office. This Resolution is before the Board because the PFM East Orlando address changed to 3501 Quadrangle Blvd. Suite 270., Orlando, FL 32817.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all in favor, the Board approved Resolution 2022-02, Designating Registered Agent & Office.

**Review and Consideration of
Brightview Paver Proposal**

The Board reviewed the Brightview Paver proposal. Ms. Belet met on site with the prior Chair and other vendors. Brightview was the lowest bidder at the last meeting for their proposal and additional areas were added which included the splashpad. Several pavers in that area is sinking or lifted which is causing trip hazards and safety issues to the residents. Their pricing came in at \$2,902.08 and the Chair did not have the ability to give the authorization to proceed because it exceeded what was approved at the prior meeting. Ms. Belet requested Board approval to move forward with the Brightview Paver Proposal.

Ms. Tondi stated the District received a violation. She noted the roots/stump will be grounded down and she spoke to Sunstate which will remove the trees that are affecting the roots.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved the Brightview Paver Proposal in the amount of \$2,902.08.

**Review and Consideration of
Battery Backup for Gate System
Proposal**

The Board reviewed the Battery Backup for Gate System Proposal. The battery backup cost is \$209.95 from Amazon.com and it comes with a three-year warranty. A discussion took place.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all in favor, the Board approved the purchase of a Battery Backup for Gate System totaling \$209.95 from Amazon.com.

**Review and Consideration Alden
Contracting & Services Proposal**

This item will be deferred to the continued meeting.

Discussion of Height Requirements to the Water Slide

Ms. Belet stated she received communication from a resident requesting the height restriction for the water slide to be amended. They felt only one lifeguard was necessary for the slide. The current rules stimulate children less than 48 inches tall are not permitted to ride the water slide and only one person can ride the slide at a time. Ms. Belet went back to the manufacturer and looked at the operations manual which clearly stipulates a minimum height restriction of 48 inches and a minimum of two lifeguards during operation, one must be placed at the platform and the other at the slide's terminal. She researched local venues such as Disney's Typhoon Lagoon and their height restrictions are 48 inches or taller. Universal's Volcano Bay has height restrictions of 42 inches minimum but under 48 inches they must have a supervised companion along the ride. Nocotee Water Park has a height requirement of 42 inches. Ms. Belet recommended the District stay with the restriction listed in the operation manual of the District water slide. A question was raised if the insurance policy has a height requirement. Ms. Tondi stated if the District adopts the height requirement, and the child goes down with an adult it has to be adopted in the Amenity Policies and they cannot exceed a 300 lbs. weight limit. Mr. Haber stated he is not a personal injuries lawyer but if the Board varies from the manufacturers recommended guidelines and he was representing people who were injured he would point to the fact that the District varied from the recommended safety guidelines. A discussion took place. The Board will not vary from the manufacturer's guidelines. Ms. Belet will notify the resident who requested the height restriction amendment and will send them a copy of the manufacturer's guidelines. No further action was required.

Discussion of the Southeast Fitness Repair Proposal

The District has a preventative maintenance plan in place for the Southeast Fitness repair. They come out and do inspections on the fitness equipment. They wrote up this proposal for \$2,528.99. Ms. Belet stated in speaking with maintenance it is not recommended that the District go with the cost of the \$2,528.99 for the elliptical console as the issue with it is finger placement. The District required pricing for all the other items from Life Fitness directly and all other items would be a total of \$774.86 to do those repairs.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all in favor, the Board approved the Life Fitness Proposal in the amount of \$774.86.

Ms. Tondi stated the District is making its final payment on the rent to own which finalizes this month.

**Review and Consideration of Work
Authorization No. 34**

Ms. Carvalho received this item from Mr. Wild and reviewed Work Authorization No. 34. This is the District Engineer's Annual Work Authorization to continue their role as the District Engineer. There is a yearly entered estimated fee of \$10,000.00.

Questions were raised if the District had other proposals for the District Engineer. Ms. Carvalho stated to obtain proposal for District Engineer Services the District has to go through an RFQ process which is a lot different from an RFP and it is not typical for the District to seek out an additional District Engineer when the project is not yet complete. Residents have complained about flooding issues and dead trees and suggested the District look at an RFP for a new District Engineer because they feel the District is not addressing issues brought forward by the residents. Ms. Carvalho stated the resident's point is valid but if the District is going to go through an RFQ process again she needs Mr. Haber to comment how it would work because this project is not deemed complete. Dr. Renn asked that decision to be deferred to the next Board meeting. A resident asked that previous minutes be utilized to extract the issues raised by residents and to create a list of those items that should have been addressed by the District Engineer.

Ms. Tondi asked Mr. Hutchinson to provide examples of what the District may need from the District Engineer while they are still under development. Mr. Hutchinson stated they inspect if there are any issues in the District and they prepare a report and recommendations for correcting deficiencies. He was not sure of any major issues. Ms. Tondi stated the District has issues with water drainage along the JEA Easement.

On MOTION by Dr. Renn, seconded by Ms. Tondi, with all in favor, the Board deferred Work Authorization No. 34 to the Continued Meeting.

**Review and Consideration of Grau
& Associates CPA Engagement
Letter**

The Board reviewed the Grau & Associates CPA Engagement Letter for FY 2021 Audit Report.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all in favor, the Board approved the Grau & Associates CPA Engagement Letter for FY 2021 Audit Report.

Acceptance of Arbitrage Rebate Report for Series 2015A and 2015B Revenue Bonds

The Board reviewed the Arbitrage Rebate Report for Series 2015A and 2015B Revenue Bonds.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all in favor, the Board accepted the Arbitrage Rebate Report for Series 2015A and 2015B Revenue Bonds.

Discussion of the Easement within Common Area Tracts F&J

Ms. Carvalho stated the Landowner adjacent to Tract F and J requested an easement. Ms. Carvalho contacted District Counsel and District Engineer to ask if this was a legitimate request based on where their property line was located, and they confirmed it is. Mr. Haber stated it is not within the realm of District staff to make that decision and it must come back before the Board. Ms. Carvalho asked Mr. Haber to provide his comments. Mr. Haber commented ETM reviewed the Easement and said for what the Landowner is requesting, which is access to their property, it is an appropriate request. Once the District hears District Engineer's explanation at the Continued meeting, he would prepare a Temporary Access Easement and tell the party requesting the document that part of the grant of the easement will be an obligation that they pay any cost associated with the preparation of the easement. When the easement term expires, they must return the property into the same condition it is in prior to the easement being granted, and an indemnification provision, and insurance. It would be a Temporary Easement for the Landowner to ace the CDD property so they can move forward with construction of improvement on property that does not belong to the CDD and he would include in that document all the various provisions he mentioned to the Board.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all in favor, the Board approved granting access for the Landowner within the Common Area Tracts F&J and authorize District Counsel to draft the Temporary Access Easement agreement with the understanding the requester will pay for the fees associated with such draft and review of the agreement.

Discussion Pertaining to Janitorial Company

Ms. Tondi provided feedback on the Janitorial Company. She noted in September she wrote up the company for a lot of the same issues the residents previously brought up. Nothing has been done and it looks worse. She stated prior to September the previous Leland Management Representative and the Chair were approving that things were looking good in the gym and throughout the Amenity Center. In September, Ms. Tondi called PFM and Mr. Haber stating the District needs to stop payment because the work is not being done properly. The Payment is still on hold and she requested it not be paid. Ms. Tondi stated she has not heard back from the company since she sent the letter stating the invoice will not be paid. Ms. Tondi suggested the invoice not be paid until the District hears from the Janitorial Company. Ms. Carvalho stated payment was not released and she asked if the District still wanted to do business with that company. Ms. Tondi stated they sent Ernesto and he is doing really good, and he is on a 30-day probationary period.

There was a lot of feedback on the phone line. Ms. Carvalho logged off the phone and back on.

No action is required by the Board.

Discussion Pertaining to Sun State Invoices

Ms. Carvalho stated the Board had a discussion two meetings ago about the lethal bronze treatment on the Palm Trees. There was discussion at the time with the vendor that it should have been part of the contract. The Board requested a reimbursement from Sun State for the payment that was processed, and Sun State confirmed via letter that such treatment was not part of the agreement and it was in addition to the services they provide.

There is another invoice before the Board today in the amount of \$29,141.00. The invoice was received by PFM in May 2021 which was an invoice from November 30, 2020. It was work that according to Sun State was rendered and provided but never submitted to the District until May 2021. Mr. White did not approve the invoice and stated in his email that he believes the Board should not approve the invoice because the original invoice for the palm treatment of \$15,200.00 was never reimbursed. A lengthy discussion ensued

Ms. Tondi reached out to PFM when Mr. White resigned requesting that the remaining Board has all notifications of what is being left to the Board for review and consideration. Mr. Haber interrupted because he was not hearing the whole conversation. Ms. Tondi stated the original \$15,200.00 invoice was paid for prior to the Board being notified. There were on going issues because the work that was done and charged to the District is included in the contract and the District should not have been billed. Ms. Carvalho stated the lethal bronze invoice was signed and paid and Mr. White was requesting for the Board not to pay the current \$29,141.00 invoice because Sun State should not have gotten the money for the \$15,200.00 invoice. Mr. Haber stated he does not think from a legal perspective the District can refuse payment for work actually done. The refusal to pay the invoice due to the dispute over the \$15,200.00 invoice is not a strong argument likelihood that it would be a valid defense. Mr. Haber stated the issue with the \$15,200.00 invoice first came up he reviewed the Contract and there is language in the Contract that talks about certain pest control and language in the description of the services provided that arguably falls outside the scope of what is in the existing contract. He does not think the District has the right to withhold payment for work that was unquestionably done and provided for without any complaint because of a dispute on the \$15,200.00 invoice. The District can continue to discuss the \$15,200.00 invoice with the Contractor and figure out if there is any way to continue to work through that. The law would require them to be handled as two separate issues.

Dr. Renn asked about timely billing. The invoice was received in May 2021, but it was for work done in November 2020. Ms. Tondi stated the District got the invoice earlier. Ms. Carvalho stated Ms. Champagne received the \$29,000.00 invoice in May. Ms. Tondi stated the \$29,000.00 invoice was represented in May 2021. A discussion took place about the timeliness of the invoice. The Budget and Finance Group requested this agenda item be deferred to the Continued Meeting so Mr. Haber can be provided additional information to make sure he heard the entire conversation. Ms. Champagne will find the original invoice to see if it is a resubmission or first edition of the invoice.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all in favor, the Board deferred the Discussion Pertaining to Sun State Outstanding Invoices to the Continued Meeting.

Discussion of Recent Clubhouse Amenity Rental

Ms. Carvalho stated the Clubhouse Amenity had a rental that occurred a few weeks ago. There were teenagers that were attending the party who were going up the slide. The family was very apologetic of what occurred and is willing to reimburse the District for any damages caused to the slide for the nuisance that occurred during the party. Since then Maintenance checked on the pool slide and the structure but there should be an outside professional contractor to inspect the slide due to the weight compromising the structure. Ms. Tondi contacted insurance who advised an outside professional contractor to inspect the pool slide. A discussion took place. Dr. Renn asked if the renter's privileges should be suspended temporarily. Mr. Haber stated that is in the Board's discretion. If the Board suspends their privileges a notice should be sent to the person whose privileges, they are considering suspending so they have the opportunity to appear before the Board and provide any explanation etc. Mr. Haber noted it is also setting a precedent if this issue happens again. Ms. Tondi contacted the renter and told them their privileges could be suspended. A discussion took place. Mr. Haber recommended a letter be sent to the resident that at its October 11, 2021 meeting the Board considered this issue and intends on holding them responsible for all the costs associated with this incident, additionally the Board is contemplating issuing a suspension and will make that final decision at its next meeting and they are welcome to attend that meeting. Dr. Renn suggesting sending that letter which also includes that the Board will consider further action in suspending their privileges temporarily and they are welcome to attend the next Board meeting to address the Board. A discussion took place about the slide inspection option A is a fiberglass slide inspection in the amount of \$1,500.00 and option B is a visual tower inspection, video and audio walkthrough in the amount of \$2,500.00 and option A is included. Option C is \$3,500.00 and it includes option A & B and a comprehensive inspection report, ultrasonic steel testing etc. The insurance company was contacted, and they recommended going with option A.

A resident stated it is the District's fault for not providing security. The Board disagreed because the resident signed the rental agreement which stated they were responsible for security at their party. Ms. Carvalho stated the District is sending a letter of a potential temporary suspension which does not mean it will happen. In that letter will be the costs associated with the inspection.

On MOTION by Mr. Kounoupas, seconded by Dr. Renn, with all in favor,
the Board approved sending the letter to the resident to include the
possible suspension and the inspection cost of \$1,500.00.

**Ratification to the Advance
Security Specialist & Consulting
LLC First Amendment to Contract**

Ms. Carvalho stated the Board discussed during the budget process that starting October 1, 2021 there was going to be an amendment to the Security Services of 24/7 and this Agreement materializes that action that was taken.

Dr. Renn questioned the invoices which are different than the amount that was budgeted. The District budgeted \$237,000.00 and the invoice is \$199,000.00 Mr. Card stated originally the extra money that was budgeted was contemplated to be used for Advance Security to start doing some roving at night when the gates are closed but he received no direction from the Board. He stated that now his contract is to man the gate and if they do anything other than man the gate, they will have to do another amendment to be able to start roaming. Mr. White approached the Finance Task Force who said no to the roaming. Dr. Renn stated the issue is the Board agreed to include that in the budget the money for roaming. Ms. Carvalho stated the Board is the one making the decision on behalf of the District and she appreciates the Task Force Group and everything they have but ultimately the decision maker is the Board. As it relates to the security the District spoke at length of September 1, 2021 as far as the amendment to the Contract. Dr. Renn stated the residents CDD fees increased based on the roaming and the residents are not getting the roaming that they were told they would get.

Mr. Card discussed the homeless situation. He stated he is exhausting hours of tasks he is given by the District and there has to be some budget considered for that. A resident mentioned if it is out of the scope of work for his contract then JSO should be contacted if the District needs to do a sweep of the woods for the homeless camps. Ms. Tondi discussed the call box which is now operational. She stated the call box will mandate the gate for people to come in while Advanced Security Officers have to leave the gate to come out on property or if someone needs an escort due to lack of lighting.

Mr. Card asked for an amendment to the Contract saying that Advance Security is permitted to leave the gate physically unattended. A lengthy discussion took place.

Ms. Carvalho stated the Board was going to ratify the Advance Security Specialist & Consulting LLC First Amendment to Contract however, language needs to be added pertaining to the roaming. Dr. Renn stated the eblast should state the District has 24/7 mandated gate but no roaming. One of the members of the Task Force Group suggested adding language explaining the reasons why the money is being reallocated to the gate vs. the roaming.

Mr. Card brought up issues with delivery during the upcoming holiday period. He mentioned companies are putting GPS tracking systems in their delivery trucks. Anytime FedEx comes in the community they can tie into the door key within 100 feet and it will GPS track every stop they make, and it can be tracked back if something happens to a package. Mr. Card discussed the transition of the gates. The arm that is currently at the gate will not allow tailgating. He stated he needs something so people do not go around the arm. Ms. Carvalho is contacting ICI on that issue.

A resident stated Mr. Veazey told the District last meeting they were looking into fencing. Ms. Tondi asked Ms. Carvalho if Mr. White left any direction for the Board regarding that. Mr. Kounoupas will follow up with the previous Chair on the fence on Beach Boulevard from the old entrance all the way up. Ms. Tondi noted the previous Chair was working on the lethal yellowing, the fencing, and JEA drainage easement issue. Mr. Kounoupas will follow up on those three items. Ms. Tondi asked about the canopy for the playground.

Ms. Tondi stated Mr. Veazey provided a map to do RFP for landscaping which should suffice to initiate the RFP process for the District, so the District does not have to pay the \$12,500.00 Engineering bill.

Mr. Card stated in the morning from 5:00 a.m. – 8:00 a.m. he would like to open the exit gate to allow residents to leave the community quickly and cut down on wear and tear on the exit gate. In the evening from 4:00 p.m. -8:00 p.m. he would like to open the swing gate and monitor the traffic from the barrier arms.

On MOTION by Mr. Kounoupas, seconded by Dr. Renn, with all in favor, the Board approved opening the exit gate from 5:00 a.m. – 8:00 a.m. and opening the swing gate from 4:00 p.m. – 8:00 p.m.

Mr. Card stated Advance Security does not have emergency override anymore. He had to stop an emergency vehicle today. In order to maintain the resident gate arm in the down position and allow the guards to open the swing gate, once it went into the 24/7 position

and allow the gate arm to stay down it allowed the guards to open the swing gate with the override and Mr. Card is working on getting an emergency override for the gate arm. Ms. Tondi asked Ms. Belet to give Mr. Card an answer by Thursday pertaining to this matter.

A discussion took place about those that caused damage to the gate arm. A recommendation was made to the Board to adopt a fee for the gate barrier arm every time it gets knocked off. Ms. Tondi stated she submitted that to PFM, and it is in process but was not put on this agenda.

Dr. Renn stated he is hearing about security issues from residents. He asked if the Board could get daily or weekly security updates from Advance Security. Mr. Card stated he gives Ms. Belet reports every day. Ms. Belet will forward it to Ms. Carvalho who will distribute it to the Board. Ms. Carvalho stated when the Board gets reports or video, they are not to share that as a Board Member to anyone else.

Review of Monthly Financial Statements

The Board reviewed the District Financial Statements through August 31, 2021. No action was required.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Carvalho stated this meeting will be continued and asked the Board if they had any potential dates. A discussion took place. This meeting will be continued to Wednesday, November 3, 2021 at 5:15 p.m.

Field Manager-

Review of Field Manager Report-

Ms. Belet commented on the internet rate for the Clubhouse Facility. She recommended increasing the speed to the Clubhouse. The District is currently

paying \$474.00 plus tax in fees and to increase the speed the cost would be \$498.00 which is a \$20.00 increase to the bill for the Clubhouse. She also recommended the internet at the guardhouse to increase the speed for two phone lines for \$218.00 month from the existing amount of \$213.00. There will be a cost saving of approximately \$5.00 per month.

Dr. Renn stated there is a related issue with the fitness center WI-FI extenders. Ms. Belet stated she is working on it. Her IT Department is getting her some pricing based on quotes that have already been received.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all in favor, the Board approved the increase broadband internet for the Clubhouse to \$498.00 per month and the Guardhouse to \$213.00 per month.

Ms. Belet reported that there was an inspection done by the Health Department pertaining to broken grates in the community which have been replaced, certified and reported to the Health Department. The District has 9 lifeguard certifications/recertification packets on hand, and she is seeking a reimbursement of \$899.91. Dr. Renn asked if the Lifeguards need to fill out an Ethical Conduct Form. Ms. Belet stated will put one in place for the new season.

Ms. Tondi stated PFM confirmed the District received the refund check from the Luau Event that occurred in the community.

Audience Comments and Supervisors Requests

There were no audience comments

FOURTH ORDER OF BUSINESS

Continuation

There was no further business to discuss. Ms. Carvalho requested a motion to continue the meeting to November 3, 2021.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all those in favor, the October 11, 2021 Beach Community Development District Special Board of Supervisors meeting was continued at 8:18 p.m. to November 3, 2021 at 5:15 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the
November 3, 2021 Continued Board of
Supervisors' Meeting

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
CONTINUED BOARD OF SUPERVISORS' MEETING MINUTES
Wednesday, November 3, 2021, at 5:15 p.m.
12788 Meritage Blvd. Jacksonville, FL 32246**

Board Members Present via speakerphone or in-person:

Stephen Kounoupas	Vice Chairperson
Maria Tondi	Assistant Secretary
Dr. Robert Renn	Assistant Secretary

Also present via speakerphone or in-person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC
Venessa Ripoll	Assistant DM- PFM Group Consulting LLC (via phone)
Wes Haber	District Counsel- Hopping Green & Sams (via phone)
Paul Mitchel	District Engineer- ETM (via phone)

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 5:29 p.m. the Continued 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.

Ms. Carvalho provided opening remarks about the meeting today. She introduced herself and the Board and explained this is a continued meeting of the Board of Supervisors.

Public Comment Period

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

Homeowner wanted to speak on the sound quality from the last meeting. He stated that several people could not understand what was going on for the ones that log into the meeting via speakerphone. He asked if the Board has informed everyone on speakerphone that they need to use a duplex phone and not a standard speakerphone. Ms. Carvalho stated per statute the District does not have to provide for speakerphone or

WebEx. The reason why this Board chose to provide that service is to accommodate the public due to the Pandemic that is still among us. The District can certainly look into doing an E-blast to send out to the residents to inform them the next time they are connecting to a meeting to make sure they have a duplex phone.

Homeowner asked if the District is still considering doing an RFP for Field Management Service proposals. She commented on the complaints about Leland Management. Ms. Carvalho answered the purpose of this meeting today is a continuation of an item that was initiated at the last meeting in which the Board is going to be finalizing a decision related to the RFP for Field Management Services. Homeowner asked who the residents should take their complaints to about Leland Management. Ms. Carvalho replied the residents can send their complaints to her, but the Board will address this and make a decision if they will remain with Leland or proceed with a different company.

Homeowner commented on guards not adhering to the check in process. She had a friend that came to her block party and she asked them how they got in. The guard asked if she lived there and said no and told them who they were here to see and the guard allowed him through without taking down his driver's license and did not ask for any name. Ms. Carvalho will address this with Mr. Card.

Ms. Tondi stated when residents are having entrance issues to send an email to Mr. Card and copy Ms. Tondi with the issue and the time so they can determine which guard was present during the check in process. Ms. Tondi stated she has spoken to staff about having a meeting with Mr. Card and the guard to set expectations with all of them.

Homeowner spoke in support of the guards. They recently sold a home and the guard called them and described a person trying to come in to buy the home and advised them not to let the individual through and the guard did what he was supposed to do. The person in question turned around and came through an open gate and the guard took the license plate down and recorded that as well.

Review and Consideration of Resumes Provided for Replacement of Seat 4

At the last meeting, the Board acknowledged the resignation of Mr. White who was on the Board and occupied Seat 4 which the term expires November 2022. Three resumes were received by the District which were from Mark Delahunty, James Kendig, and Sheila Papelbon. Each candidate provided an overview of their experience.

The Board reviewed the resumes of each candidate. Dr. Renn stated his decision came down to experience and Ms. Papelbon has the most experience with CDDs and she has already saved the District thousands of dollars. He noted she suggested restructuring the Bonds which could save the District hundreds of thousands of dollars. Mr. Kounoupas agreed. Ms. Tondi stated it is a tough decision and no disrespect to Ms. Papelbon but

reminded the Board that she had suggested restructuring the bonds months ago for clarification.

Ms. Carvalho explained there is a potential bond restructuring in the future for the District and Ms. Papelbon is aware of that process. There is also an Arbitrage Rebate Calculation that typically the Trustee is the one that identifies part of the Trust Indenture when those are due, and Ms. Papelbon was able to identify that it was due. A resident asked if it is clear that there is no conflict of interest with Ms. Papelbon being on the Board since she is also the Trustee. Ms. Carvalho said there is no conflict of interest.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board appointed Sheila Papelbon as Board of Supervisor for Seat 4 in which the term expires November 2022.

**Administer Oath of Office to Newly
Appointed Board of Supervisors
for Seat 4**

Ms. Carvalho administered the oath of office to Ms. Papelbon asked her if she would like to waive or receive compensation for \$200.00 per meeting for a maximum of \$4,800.00 per year. She chose to receive compensation. Ms. Carvalho stated a couple of meetings back the Beach CDD Board of Supervisors discussed because there are Board of Supervisors meetings and Workshop meetings the Statute allows for Board Members to be compensated for both. Some of the Board Members in the previous Workshop have opted to waive compensation. Ms. Papelbon chose to waive compensation for the workshops.

Mr. Haber provided an overview of the Sunshine Law and Public Records Law. Ms. Carvalho clarified that Workshops are designed for Board Members to have those communications amongst themselves, but no decision is made during the workshop meetings.

Ms. Tondi asked Mr. Haber to explain the audience the differences between the Task Force Group and the various Board Members liaisons that have been identified for the District. Mr. Haber stated the Task Force Group are informal groups. They were not appointed by the CDD. If they were appointed by the CDD they would also be subject to the Sunshine Law. Those Task Force Group can meet without publicly noticing their meetings and can come to Board meetings and make public comments at the Board meetings and be recognized by the Board for their comments. Those committees do not

have any more influence than any other group that may attend these meetings. If more than one Board Member attended a Task Force Group meeting that would be a Sunshine Law violation because the Task Force Group are discussing CDD related issues. Board Members have been identified for different tasks to try and prevent more than one Board Member from attending those meetings and resulting in a Sunshine Law violation. Ms. Tondi asked if one Board Member can ask a member of one of the Task Force Group to speak to another Board Member. Mr. Haber advised against that. If a Board Member asks a member of a Task Force Group to tell another Board Member a particular piece of information that alone is not a sunshine law violation. Where the Sunshine Law violation takes place is when “Supervisor B” then tells the member of the Task Force Group to tell “Supervisor A” their thoughts. In other words, do not use an intermediary even if it is unilateral information to prevent a potential Sunshine Law violation.

Ms. Carvalho stated the District will have to address the Task Force Group because Ms. Papelbon and Dr. Renn are part of it and the District cannot have two Board Members on the Task Force Group.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of Resolution 2022-03, Appointing Officers Position

The Board reviewed the officer’s positions. The Chairperson position is open and Mr. Kounoupas is the Vice Chairperson, Ms. Carvalho is currently the Secretary, Ms. Ripoll is an additional Assistant Secretary, Ms. Glasgow is the Treasurer, and Ms. Lane is the Assistant Treasurer. The Board can appoint one slate of officers or appoint the Chair and the Vice Chairperson positions separately. Ms. Papelbon suggested approving each position separately so those interested in a position can speak. Ms. Carvalho stated in 2022 the following seats will be up for election: Mr. Hagan, Ms. Papelbon, and Dr. Renn. Mr. Hagan’s seat is the last Developer controlled seat which will then go to General Election. Interested parties will have to apply through the Supervisor of Elections of Duval County.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board appointed Ms. Maria Tondi as Chairperson.

Ms. Carvalho called for nominations for the Vice Chairperson position. Ms. Carvalho requested a motion to approve Resolution 2022-03, Appointing Officers Position. Ms. Tondi asked District Management staff what the timeframe is they would like the Chairperson and Vice Chairperson to complete their approvals for payment authorizations. Ms. Carvalho responded she would like to get approvals within a week because Ms. Champagne will simultaneously send Payment Authorizations to the Chairperson and Vice Chairperson and seek approval. Ms. Carvalho replied they would like to get a response within a week.

On MOTION by Dr. Renn, seconded by Ms. Papelbon, with all those in favor, the Board appointed Mr. Stephen Kounoupas as Vice Chairperson.

Mr. Hagan, Dr. Renn, and Ms. Papelbon will be Assistant Secretaries along with Ms. Carvalho as Secretary, Ms. Ripoll as Assistant Secretary, Ms. Glasgow as Treasurer, and Ms. Lane as Assistant Treasurer. Ms. Carvalho requested a motion to approve Resolution 2022-03 as presented.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved Resolution 2022-03, Appointing Officers Position as presented.

Review and Consideration of RFP Field Management Services Proposals

Ms. Carvalho explained at the last meeting the Board reviewed the various proposals and presentation for the companies that were present at the meeting. District staff included on the agenda additional questions that were sent out to the respective companies that submitted a bid. Dr. Renn asked if the District Board had the Budget and Finance Task Force Group Scorecards. Ms. Carvalho stated yes. The email from Susan Shemanski reflects the Task Force Group review of the companies that submitted a proposal along with the scorecard and their recommendation. The scorecard reflects a recommendation to proceed with a contract with Vesta Properties. Ms. Carvalho clarified to everyone that while the Task Force Group provided a recommendation and the information is very beneficial to the process of selecting a company, the ultimate decision is made by the Board of Supervisors. If the District proceeds in terminating the Contract with Leland

Management, the Board will have to make a motion to terminate that contract and must provide the 30 days' notice of cancellation. Ms. Carvalho stated if that is the route the Board will undertake to consider giving Leland Management a 60-day cancellation notice due the upcoming Holidays.

Ms. Tondi asked what happens if the District provides 30- or 60-days' notice and they leave early. Mr. Haber stated the Contract provides that either party can terminate with 30 days' notice. If the District gives them 60 days' notice the company has the right to leave after 30 days, then they would be required to give the District 30 days' notice. Usually, if the District terminates a contract parties will cooperate to try to have a smooth transition and work in a greater timeframe, but the obligated timeframe is 30 days. If the company refuses to continue for 30 days, the District does not have to pay them and it would be a breach of the agreement. Dr. Renn thanked the Task Force Group for their work and recommendation during this process

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board Terminated Leland Management, Inc. Contract for Field Services and Amenity Services for Beach CDD.

Dr. Renn provided an overview of the scorecard which is attached to the minutes as Exhibit A. Ms. Tondi stated as a Board they have not met and discussed this issue to the fullest and that needs to be done. The District has a Workshop scheduled for Monday, November 8, 2021. She stated the final decision needs to be tabled until the Board can meet and discuss it at full length as a Board. Ms. Carvalho noted the District has a Workshop on Monday, November 8, 2021 and the Board cannot take action at that Workshop. The Board does not meet again until December 6, 2021. Ms. Tondi had concerns about the Budget. Ms. Carvalho clarified by the District proceeding with a motion on the table of identifying Vesta properties, they are not obligating to that proposal. There will be an agreement that will be drafted and finalized by District Counsel and in that negotiation process of that agreement, it will have the scope, compensation, and any termination provisions.

On MOTION by Dr. Renn, seconded by Ms. Papelbon, with all those in favor, the Board Awarded Vesta Properties as the Field management and Amenity Services Management Company beginning January 1, 2022, with the caveat that if Leland Management chooses to stay for only the 30 days that Vesta Properties is prepared to start on December 1, 2021.

Vesta Properties representative Mr. Deary thanked Ms. Carvalho and assured the Board that if the start date is 30 days instead of January 1, 2022, they will be ready. Mr. Deary thanked Rizetta & Company for being part of this process. Mr. Deary stated the District will need one or two really good Managers from the first day and they will work on that right away. Dr. Renn thanked Rizetta & Company for submitting a proposal. He was impressed with their response to the RFP, their presentation, and appreciates their professionalism.

Mr. Haber asked if the specific direction will be a notice will be sent to Leland with the expectation their last day will be the last day of December with the ultimate goal of negotiating an agreement and having the Board ultimately approve a scope of service and price with Vesta with the expectation Vesta will start January 1, 2022. Ms. Carvalho said that is correct and sooner if Leland decides they are only going to do the 30 days. Mr. Haber stated if it turns out that Leland wants to only provide the 30 days and not the full amount of time the Board sets forth then the Board probably does need to schedule a Special Meeting to bring back where the District is on negotiations with Vesta Properties.

Mr. Carvalho stated the Workshop is Monday, November 8, 2021 and the Board could discuss the negotiations with Vesta Properties but not make any decision until a Special Meeting is scheduled. Vesta echoed her recommendation. Ms. Carvalho suggested scheduling the Special Meeting for the week of the 15th of November. A lengthy discussion took place. The Special Meeting will be scheduled for November 15, 2021, at 5:15 p.m. Mr. Haber is not available for that meeting. There is a transition that his law firm is doing, and the effective date of that transition is November 15, 2021. He stated if it is an hour or less, he can try to attend via phone. District Management staff will proceed with advertising the Special Meeting accordingly.

Agenda Item No. 10 was requested to be moved up.

**Review and Consideration of
Messenger/ Announcement
Bulletin Board Request**

Susan Decandio requested a message bulletin board at the entrance of the neighborhood with reminders and highlights of events and important items such as the Board Meetings and HOA Meetings. She did research and submitted a proposal to the District for a board. The proposal would be to place an outdoor safe board with a glass face. It is helpful as a

reminder to residents. A question was raised about whose responsibility it would be to maintain and insert information. Ms. Decandio said if it was an HOA issue volunteers would be responsible and with the CDD it would probably be staff.

Dr. Renn asked where the bulletin board would be located. Ms. Decandio stated it would be located at the gate as residents are returning home. A discussion took place about an electronic board. Ms. Decandio stated she can check on it but she has not seen those. Dr. Renn thanked Ms. Decandio for her research. She will research and get a proposal for an electronic bulletin board. Ms. Carvalho advised against an electronic bulletin board since the District is experiencing electrical issues at the gate.

Ms. Carvalho noted the proposal ranges in price from \$1,800.00 - \$2,400.00 depending on the option. She asked Ms. Decandio which option she recommends. She stated the one she did not add to her proposal was the option of putting the community's name at the top. A discussion took place about how it would be lit and where the power source would be. Ms. Carvalho suggested the Board to consider a not-to-exceed amount for this project subject to final confirmation of the pricing and location that will be determined. Ms. Tondi formed a motion to approve a not-to-exceed amount of \$3,000.00 for the bulletin board. Dr. Renn did not want to proceed with this approval today. A discussion took place, and no action was taken.

The Board directed Ms. Decandio to investigate the bulletin board further they liked the concept, and they will reconsider the proposal at the February 2022 meeting with the option of the electronic bulletin board. Dr. Renn asked about options with festive lighting colors.

Ms. Tondi asked Ms. Belet about considering the bulletin board when they meet with the electrical company.

Update of the Sun State Invoice

Ms. Carvalho stated this is a carry-forward agenda item from the last meeting about the outstanding invoice from Sun State for \$29,141.00. In reviewing the documentation, while Sun State delayed providing the invoice to the District for payment, it is legitimate work that was installed and is supposed to be maintained by the District.

Dr. Renn talked to Mr. Haber and is convinced from the discussion that the District must pay the invoice. Ms. Carvalho requested a motion from the Board to proceed with processing payment for the outstanding invoice from Sun State for \$29,141.00.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board approved processing payment for the outstanding invoice to Sun State totaling \$29,141.00.

Discussion Pertaining to Request for Decoration on Pocket Park

Ms. Tondi provided an overview of the request for decoration on Pocket Park. There has not been a great interest in the community in this. A discussion took place. This item will be deferred until next year.

Discussion Pertaining to Landscape Lighting in the Community

Ms. Belet provided an update on the lighting issue in the community. Several landscape lighting at the entry area by the guardhouse and pool area are inoperable. Ken has been identifying them with blue tape. Ms. Belet contacted three electricians to come out and give the District an estimate on repairing them. One electrician came back with a proposal. The length of time it will take to repair a light, it is recommended to replace them. The District currently has low voltage and flood-ground lighting. The new light being proposed is 120 volts and no longer requires a transformer mounted in the support of the light fixture. Presently, all the light fixtures have a transformer. The electrical company is proposing fixing them all with the same light same style for a cost of \$12,705.00. The materials cost \$6,655.00 and they are estimating approximately 55 hours of labor to replace 106 lights. No action was required by the Board. Ms. Belet noted these lights are not all the lights out in the District it is just the Amenities and entrance areas. The District will advance onto the other areas as well.

Ms. Tondi asked Ms. Belet about the progress at looking at the other areas of the outage to get an overall picture. Ms. Tondi said the District has over 50% of its lighting out. Ms. Belet contacted four different companies and two additional electricians are stating they are going to give her the proposals and they are still working on them.

Ms. Belet stated she has not driven through the other areas in the evening to identify how many more are out and she is working on it and will give the Board a better understanding when she has that information.

Discussion Pertaining to Barcodes and Residents Adhering to Policies

Ms. Carvalho stated this discussion was initiated earlier as it relates to the security guards. At the last meeting, the District discussed sending an email to all the residents indicating if they have a barcode to go through the resident gate but if they don't they must go through the guest gate so security can ask the questions necessary to proceed with providing entrance.

Ms. Carvalho indicated there is a combination of residents not adhering to the policies and the security guards not adhering to the protocol of what needs to be asked.

Ms. Tondi added the Board put into a motion that barcodes are mandatory, and residents had to adhere to them and go through the resident lane. If residents go through the guest lane they would receive a violation note that they need a barcode and go through the guest lane and if they continue to violate the only thing the Board can do is revoke their Amenity privileges. Ms. Tondi noted residents have been complying with that policy. Ms. Tondi will have a meeting with the guardhouse staff because there are issues. The Board needs to know the guard shifts because they are on rotation. She was called up several times regarding vulgarity from the residents to the guards.

A resident stated she witness a tractor-trailer coming through the main gate with sod and asked if tractor-trailers are supposed to come through the construction entrance or the main entrance. Ms. Tondi stated they are trying to deter them to the construction entrance and in that case, the gentleman did go to the construction gate, but it was closed on the weekend. That construction gate has to go through the home build and Mr. Veazey acts as a liaison. Ms. Tondi asked Ms. Belet to approach Mr. Veazey on what the District can do about the construction gate on the weekends. A lengthy discussion took place. Ms. Carvalho will work with the District Chair to create a form to educate the residents on the barcodes and policies.

Review and Consideration of Transition Letter of District Counsel Firm Representation

Ms. Carvalho stated as of November 15, 2021, Hopping Green & Sams will no longer exist as a law firm. Several lawyers will transition to Kutak Rock, LLP. Nothing will change

regarding the fees it is just the name representation that will change. Mr. Haber still plans on being part of this District.

Mr. Haber stated this is not a name change of the law firm. His practice group is leaving Hopping Green & Sams and joining a new law firm by the name of Kutak Rock, LLP. They have a large presence in the public finance realm and they also represent Special Districts, governmental work, and real estate. It was a good fit for his practice group. The only change the District should experience is the name of the law firm where he works. All of his partners that presently do CDD work are also transitioning to Kutak Rock, LLP including paralegals and assistants. All the files, forms, and resources are also transitioning to Kutak Rock, LLP.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved the Transition Letter of District Counsel Firm Representation.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –

Mr. Haber provided four memos of legislative action. There was a change in the law that requires special Districts to undertake a study of their stormwater systems and provide the information from that study to a state agency. Mr. Haber requested Ms. Carvalho include all four memos which deal with public records, notice, prompt payment act, stormwater & wastewater needs analysis to be included on the agenda for the next Board meeting.

District Engineer –

Not Present

District Manager –

Ms. Carvalho stated at the last meeting the Board approved providing easement to the common area of Tract F and J to the adjacent association which is Bentwater Place Association. When District staff initiated the discussion, there was an agreement that was going to be finalized before execution. Included in the agenda package is the

email correspondence between Ms. Carvalho, Mr. Haber, and David Gile, the representative of Bentwater Place Association. Mr. Gile stated the District already owns part of the section of the Tract that is currently not being maintained. Ms. Carvalho has weekly calls with Ms. Tondi and Ms. Belet, and they discussed on the past Wednesday call. She was not sure if Mr. Veazey responded to the email because she needed to know if it was an area that should have been maintained by Sun State and why has it not been maintained. Ms. Tondi stated Mr. Veazey responded and met with her before his meeting. It was never maintained by Sun State. The agreement he made with Bentwater Place was that they were supposed to maintain a majority of it. Mr. Veazey's conclusion was to grant the request and make sure they do not cut out the root system or anything that would stop the washout in the future.

Ms. Carvalho noted whatever cost was associated with the agreement, the District was going to put the owners on paying that. Bentwater Place Association would be paying and not the District. This email entails that once that is confirmed, does the District want Bentwater to do the maintenance when they are doing the easement in exchange for the cost associated with the review of the agreement that they are going to draft and have District Counsel review or have District Counsel draft the agreement. Ms. Carvalho stated if they adhere to what Mr. Veazey is stating on what to maintain and what to clear out and not clear out, it is more advantageous for the District to proceed with that aspect and have Bentwater draft the agreement that District Counsel will take 30-60 minutes to review that agreement and finalize so they can proceed.

Ms. Tondi stated the expense of cleaning it up will be more than the District has to pay for District Counsel to review the agreement.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved the granting of the Easement Agreement with the Easement Document to be prepared by Bentwater Place Association with them agreeing to maintain the property in exchange for the grant of the easement, subject to complying to specific requests by Mr. Veazey not to clear the root system.

A Special Meeting will be held on November 15, 2021, at 5:15 p.m. Ms. Carvalho will send out a Workshop Agenda for the upcoming meeting scheduled for November 8, 2021 with the only item being discussion pertaining to Vesta Properties proposal and logistics of commencing services.

Field Manager-

Review of Field Manager Report-

Ms. Belet discussed the fire equipment. Wayne Automatic Sprinklers were on-site and performed the annual fire inspection and found the District has six out-of-date gauges that require replacement. The gauges on the fire equipment are only good under code for five years. Once they reach that expiration they must be replaced. A discussion took place.

On MOTION by Mr. Kounoupas, seconded by Dr. Renn, with all those in favor, the Board approved the proposal from Wayne Automatic Sprinklers to replace six gauges on the fire equipment.

Ms. Belet addressed the electrical outlets. These are areas that have been identified that do not have an electrical source and to install holiday lighting at the roundabout or the entrance area by the signs, the District needs to add electrical outlets. The proposal is for four electrical outlets to be installed and will tie into the landscape electricity. The lowest bid is \$894.00.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved the proposal from Almsgiving Electric LLC for a total of \$894.00 for electric outlets.

Ms. Belet presented a proposal for replacing six golf cart batteries that are no longer holding their charge as well as a repair diagnostic. The three proposals include pickup and delivery of golf carts. The lowest proposal is \$982.49 with Battery Source of Jacksonville. Mr. Kounoupas asked about the warranty. Ms. Belet stated all batteries provide a one-

year warranty. Ms. Tondi asked if this is a wise decision. Ms. Belet stated she owns a golf cart and noted she would spend the money first here before investing in the purchase of another golf cart. Golf carts range in price from \$5,000.00 and above.

On MOTION by Mr. Kounoupas, seconded by Ms. Tondi, with all those in favor, the Board approved the proposal Battery Source of Jacksonville in the amount of \$982.49.

Ms. Tondi asked Ms. Belet to check on an extended warranty program.

Ms. Belet discussed the WI-FI access points for the Amenity Center. This is a requirement to increase the WI-FI connectivity for patrons and staff members around the pool area, cabana, and palm court. Ms. Belet received two quotes and she reached out to her internal IT department and asked them to review the quotes if they could get the equipment at a lower cost and they revised the cost was well written for Alden Contracting at \$2,178.00 and Habitech came in at \$3,799.65 for the same equipment. Dr. Renn asked if it would include the Fitness Center. Ms. Belet replied it would include adding an access point by the Fitness Center and should help amplify the signal in there. Ms. Papelbon asked about the budgeted line items for the Districts website. Ms. Carvalho stated this has nothing to do with the website, this is for WI-FI connectivity in the Amenity Facilities. Ms. Tondi asked Ms. Belet about getting a plug to put into these areas before spending so much money on access points. Ms. Belet stated she put plugins for her home to extend the radius of her WI-FI and it did not do anything.

Ms. Tondi requested a plugin at the Fitness Center and Palm Court and defer the installation of WI-FI access points until 2022.

Ms. Belet discussed the pool light and Timer. The proposal is to replace the pool light and add a timer. There are three proposals. Crystal Clean is the current Vendor with a proposal of \$1,974.76. the lowest bid came from Surfside Pools for \$1,298.06. During this timeframe, an additional pool light went out in the family pool. Crystal Clean provided a quote of an additional \$1,486.69 and she has not acquired a proposal from Surfside at this time. Ms. Belet recommended staying with the current vendor due to warranty issues. The Board requested to defer this item to the Special Meeting scheduled for November 15, 2021. The pool lights that are working are currently on 24/7. Dr. Renn asked about replacing the timer and addressing the lights on November 15, 2021. A discussion took place. Ms. Tondi asked Ms. Belet to get a price quote on the timer only and review it at the Management weekly meeting and bring it back for Board approval at another meeting.

Ms. Belet stated discussed the Fitness Room door installation. The District has a door on hand which is being painted. The District needs to hire a vendor to install it. Before Ms. Belet came on Board, two proposals were obtained. She acquired a third proposal from All Weather Contracting. She requested the Board to remove the secondary proposal because of the conflict of interest as it is her husband's company that submitted the proposal to the prior Field Manager.

Ms. Tondi asked about the insurance. Ms. Carvalho responded the District initiated the process and after they send the insurance company how much they spent they will go after the instructor's insurance.

On MOTION by Dr. Renn, seconded by Ms. Papelbon, with all those in favor, the Board approved the All-Weather Contractors Proposal in the amount of \$985.00.

Ms. Belet discussed the gate system and access control. She had an Alden proposal for quarterly maintenance for \$580.00 per visit, a proposal from Vigneaux for \$350.00 per visit. Ms. Tondi requested to defer this as there is a possible change of management companies because Vesta Properties has their own gate company. The item was deferred.

Ms. Belet stated the Splash Pad has been inoperable before her arrival. Vak Pak was the company who had replaced pumps in March, and they are inoperable. She has been in communication with Vak Pak who said based on the photos, the manufacturer will not warranty those pumps and they feel the pumps were submerged in water. Crystal Clean did an inspection and said they have not been submerged in water. Vak Pak believes their box is above grade and not in the ground it would not happen and for a fee, they will dismantle and remove the pumps send them to the manufacturer to see if they will handle the warranty and cover it under warranty, but they do not believe it will be. Ms. Belet asked Crystal Clean Pools, Arsenault Pools, and Surfside Pools to give her a price along with the price to replace the pump on the family pool where the deck jet is inoperable. The information was as follows:

Arsenault Pools - \$4,064.97

Crystal Clean Pools - \$5,365.79

Surfside Pools- \$5,103.42

The Board decided to defer the approval until the Special Meeting scheduled for November 15, 2021.

Audience Comments and Supervisors Requests

Dr. Renn stated the Event Lawn is covered in weeds. He requested Ms. Belet or Ms. Carvalho call Sun State to maintain the Event Lawn. Ms. Belet stated Sun State has been notified on more than one occasion about the weeds throughout the common areas of the CDD as well as irrigation leaks.

Homeowner asked if the District would consider doing an RFP for landscape Services. Ms. Tondi stated the District is waiting for a response from Mr. Veazey regarding his final mapping for District Counsel to approve which the District needs to request an RFP. Ms. Carvalho stated the RFP for Landscape Services is back on the table. Ms. Belet will follow up on the email to Mr. Veazey to ask him how soon he can get the maps finalized so the District can submit them to District Counsel to see if it meets the standards for the RFP.

A homeowner commented on the pool slide. Mr. Card had to pull kids off the slide. There were kids throwing rocks against the building from around the pool. The homeowner suggested the District run the slide 24/7 to deter people from climbing it the wrong way. Those pumps are meant to run 24/7 all year long, it is shut off when there is no one using the pool. Ms. Tondi suggested a barrier cage. Dr. Renn asked about the result of the inspection of the pool slide. Ms. Belet stated they are coming out the week of November 8, 2021 to do the inspection of the pool. Ms. Tondi asked Ms. Belet to ask the pool companies about running the slide pump continuously if it is destructive, beneficial, or indifferent. Ms. Belet will inquire about running the pump for slide with the pool company. Ms. Tondi asked Ms. Belet to get quotes on a cage barrier with the water slide company.

Homeowner asked about the status of the lift station and JEA section of the pad Ms. Belet will ask Ms. Veazey about the status of the lift station and the JEA section of the pad.

A discussion took place about the Security Group and block captains. Ms. Tondi stated Susan Shemansky, Kelly Testa, and Lynn Cooney are some of the individuals in the Security Group. They have been busy recently working on the request for the bulletin board. That is why they want the bulletin board. Ms. Tondi sent a request to Leland because she did not receive Sunday's email. She asked the homeowner to contact them about the neighborhood watch.

Homeowner asked questions about how much money the District carried over from last year's budget to this year. Ms. Carvalho received confirmation from Ms. Champagne that the carry forward is close to \$125,000.00. Ms. Carvalho stated the District wants to have

that cash on hand because the District just started the Fiscal Year 2022 and they do not get the disbursements of assessments by the Tax Collector until the end of November or early December 2021.

FOURTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Ms. Tondi, seconded by Ms. Papelbon, with all those in favor, the November 3, 2021 Beach Community Development District Continued Board of Supervisors meeting was adjourned at 8:35 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

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

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' WORKSHOP MEETING MINUTES
Monday, November 8, 2021 at 6:00 p.m.
12788 Meritage Blvd.
Jacksonville, FL 32246**

Board Members present and or via speaker phone:

Stephen Kounoupas	Vice Chairperson	
Maria Tondi	Assistant Secretary	
Sheila Pappelbon	Assistant Secretary	(via phone)

Also present and or via speaker phone:

Venessa Ripoll	Assistant DM- PFM Group Consulting LLC	(via phone)
Roy Deary	Vesta Properties	
Steve Howell	Vesta Properties	
Jay King	Vesta Properties	
Ross Ruben	Vesta Properties	
Todd Myhill	Vesta Properties	

Various members of the audience present.

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called to order at 6:02 p.m. the workshop meeting of the Board of Supervisors of the Beach Community Development District and proceeded with roll call. Those in attendance in person and or via phone are listed above.

Public Comment Period

Mr. Monaghan expressed concern about the transition plan. He asked for an update about the transition plan between the companies, the issue with personnel staffing, and for a better understanding of the overall process. Ms. Tondi explained this is what the Board will be discussing during today's workshop.

SECOND ORDER OF BUSINESS

General Business Matters

Discussion Pertaining to Vesta Properties Proposal and Logistics of Commencing Services

Ms. Tondi explained that she had a discussion with District Counsel and PFM and District Counsel informed her as the Chair she has an obligation to tell the Board what she found out. She informed the Board that the Amenity staff had communications with Vesta Properties approximately 2-3 weeks ago in which former employee of Leland Management Emily McKoy either approached or was approached by Vesta Properties. Mr. Deary's follow up with Ms. McKoy indicated that she was referred by a friend about an open position with Vesta Properties.

Ms. Tondi stated that Ms. McKoy told the District she was given two business cards from an individual who was visiting on property from Vesta Properties. Mr. Deary followed up with his staff to see who that could have been, and he put in writing to the District what the outcome was only leaving one individual who is currently out of State. Ms. McKoy was present on property during the luncheon meeting that was happening on site with Vesta Properties.

Ms. Tondi spoke about the Non-Compete Agreement between Vesta and Leland Management.

Ms. Ripoll stated the Board needs to discuss what the District will be paying related to the transition to Vesta and how it relates to the Budget.

Mr. Deary stated he has to deal with similar issues very time there is a Management transition with every community he works with. His company is very sensitive to this issue and there are covenants and restrictions for employment practices that any company would want to be mindful and respectful of. What has happened over the last few weeks occurred originally as a result of Vesta Properties handing out business cards without any intention of it being a recruiting tactic but from a perception standpoint it can look like recruiting has been going on. Mr. Deary regretted that perception has been conveyed on any level. Vesta Properties is not engaging in any further conversation until he gets clarity from Leland that they have the ability to talk to those individuals. It is Vesta Properties intention to start a fresh approach with the District.

that.

A homeowner asked if the District is not keeping Leland on site then why is the Board concerned. Ms. Tondi stated the concern by District Counsel and the Board is that it is an issue of trust. The Board wants to know who confronted who and what they discussed and who knew certain information and when they learned it. The homeowner asked if the District knew the answers to that. Ms. Tondi stated the District does not have a concrete answer. It was disclosed to her and residents and Board Members have a right to know.

Another comment was made by someone who did not see any transaction go down between the Leland Employee, but he thought the staff members of Leland were tuned into the meeting that happened with Vesta and probably got tips that the District needs to apply.

Ms. Tondi stated the non-compete Agreement will be between Leland Management and Vesta Properties as it relates to Leland employees that is not a District matter.

Ms. Tondi presented a copy of the District's Budget. She asked Mr. Deary how he arrived at the proposal with the constraints of the District's budget.

Mr. Deary presented his proposal. He directed the Board's attention to the Tamaya Management Transition Overview dated November 8, 2021. This outlines the proposed organizational chart and staffing structure. It is attached as an exhibit to the minutes.

A lengthy discussion took place between Mr. Kendig and the Board.

Mr. Deary continued explaining the organizational chart. The plan is to have a transitional period of 120 days where he will be responsible for this account and in the future, it will probably be the Director of Operations. The Regional Team is also supporting this contract. He introduced each employee and described their position in the company. The Field Manager will be one of the two primary managers that is on site. They will handle the vendors and the maintenance staff. The Lifestyle Manager will handle the Amenity piece including the Clubhouse and be responsible for all the Amenity Vendors, security, tennis, fitness, as well as the Facility Attendant etc. The Field Operation Manager will be supported by maintenance staff and the Amenity Lifestyle Manager will be supported by a Facility Attendant. The Board requested the salary of the Lifestyle Manager. Their salary is \$50,000.00- \$52,000.00 per year. Ms. Tondi asked why the two managers are put on salary. Mr. Deary stated it gives them the scope of work and it gives flexibility with staffing as well.

Mr. Deary went through the Staffing Plan of the Tamaya Management Transition Overview. There are two tables under section 1. B. One of the tables is the Non-Pool Season Staffing and the second table is for Pool Season Staffing. Ms. Tondi asked if from 9:00 a.m. – 8:00 p.m. only one individual is on property. Mr. Deary stated for hourly employees it may be a mix of two people working a partial shift but if it is a salaried Manager those will be the hours of Tuesday, Wednesday, and Thursday during the non-peak season one person is on duty from 12:00 p.m. - 8:00 p.m.

Mr. Deary commented the most productive time to do maintenance work is early in the morning. The Field Operation Manager has an early schedule from 7:00 a.m. – 3:00 p.m. Mr. Deary commented on the schedule for part time maintenance staff. Depending on the season there is a 6–8-week coverage at a minimum for maintenance. A lengthy discussion took place about the job description of the Field Operation Manager. They will be monitoring the community and doing check every day. If Sun State comes in and does not work, he will follow up behind them. Sun State will report to the Field Operation Manager and have a checklist. If they do not provide a passing checklist, the Field Operation Manager will report to Vesta Properties who will report to the Board and tell them the results and ask what the Board wants to do about it.

Mr. Deary discussed the job description of the Amenity Lifestyle Manager. This will be a full-time position. The Facility Attendant will support the Amenity Lifestyle Manager. Mr. Deary discussed the overall budget and the proposed community events. Vesta will propose events within the context of the events budget. Ms. Tondi stated the District does receive some ICI Sponsorship and noted for the Halloween event they sent over 3 staff members to help the District.

Mr. Deary discussed the budget items which totals \$292,000.00. It is the same scope that Vesta is proposing to take over with two minor exceptions that will be the responsibility of the CDD. One of the exceptions is the pool chemicals. If the District buys the pool chemicals directly they do not have to pay sales tax. A discussion took place. Mr. Deary estimated the pool chemicals to cost no more than \$17,000.00 per year.

Mr. Deary discussed janitorial services. He stated Vesta finds what works best for this type of contract is outsourcing the deep cleaning. Those vendors come in overnight, so it does not impact the resident utilization. Vesta would also propose allocating \$14,400.00 for janitorial services.

Ms. Tondi asked about the Amenity Website. She asked the Task Force Group if they have an understanding on what the figure was for the Amenity Website well it was put into consideration. The Task Force Group had no specific cost for the Amenity Website. It was

a line item on the budget. Ms. Tondi stated the Amenity Website refers to the Leland Website and computers. It includes the Leasing Agreement for the computer equipment. Mr. Ruben discussed Vesta's vision for the Amenity Website. He stated a resident can go into the website to report issues and it will show the steps that were taken to rectify the issue including if it was discussed with the Board. He showed the Board the website. Ms. Tondi asked if the residents can see on the website if the issue was fixed. Mr. Ruben replied to the questions. Mr. Deary stated if the Board wants, Vesta can show the Board all those resident reports as part of the monthly report by Vesta. The fee would still be \$292,570.00 minus the \$17,000.00 minus \$14,400.00. So, if there is a line item for computers, Vesta will not cover that cost. Ms. Tondi stated the proposal needs to include the cost of the computers. A discussion took place about the leasing agreement for the computers with Leland. When Leland leaves, they take the computers unless the District purchases them. Mr. Deary asked how many workstations the District has. Ms. Tondi stated the District has three workstations and the Gatehouse. Ms. Tondi asked Ms. Ripoll about the number of workstations the District is renting vs. the ones they own. Ms. Ripoll is looking now. When she spoke to the account manager today, she was told that there is a lease on the computers. Ms. Tondi stated the District owns the desktop, but it does not own the three laptops. Ms. Ripoll will connect with Ms. Champagne regarding the computers.

Mr. Ruben was discussing from a staffing standpoint; Vesta would normally charge the community \$7,800.00 for the mobile friendly website. Ms. Tondi asked Vesta to remove the \$7,800.00 for the Amenity Website and put in what their fee is so that it does not include the cost of the computers. Vesta would normally charge \$1,500.00 for the website development.

Ms. Tondi asked the Task Force Group review of the Tennis Court Maintenance and the Budget amount of \$14,500.00. The Task Force Group responded. Mr. Deary stated labor and clay make up the amount for the Tennis Court maintenance. Ms. Tondi stated the Tennis Court maintenance was put back into the District's Budget because it normally falls under the maintenance category related to power washing and minor repairs. However, it increased because the District is supposed to resurface the courts and replace the wind screens. It has nothing to do with the day-to-day labor. The day-to-day labor is inclusive in the amount for Amenity General Maintenance. Ms. Tondi stated the amount of \$14,500.00 that Vesta put on the budget for \$292,570.00 needs to come out because it is not for replacement. The Tennis Court falls under Amenity General Maintenance. Mr. Deary stated anything that Vesta Properties remove from the budget beyond the \$6,000.00 for the Amenity Website and the \$14,500.00 for the Tennis Court maintenance, they would have to go back to the staffing model and see how they could cut the staffing

model. He stated by scaling back and being able to deliver on the Board's expectations will be hard to do with \$20,000.00 less to put towards labor.

Ms. Tondi discussed the gates. The gate company has lower labor cost, it is comparable in some parts and they also agreed the category 5 cable needs to be replaced. A discussion took place with the Task Force Group. Ms. Tondi asked Ms. Ripoll to put the lightning strike issues on the agenda for the upcoming Board of Supervisors meeting.

Ms. Tondi stated Sunbelt recommended the best thing the District can do for lighting is make sure all the equipment is grounded and has surge protection but even then, there are no guarantees. She stated surge protection only suppresses the cable it is connected to and it does not match for a direct strike. They can check on it while they are on site.

Mr. Deary spoke about the gates and commented with Sunbelt in place and having a full time Field Operation Manager as well as a Maintenance Technician there will be a crossover of training and communication with between entities as a result cost savings and efficient and effective way of operating.

Ms. Tondi wanted to ensure the laptops Vesta has for their employees are inclusive in their contract because at one part Vesta said the District needed to supply them and another part of the proposal it says on occasion Vesta gives their employees laptops. Mr. Deary stated they normally have computers in the Amenity Center provided by the CDD. Normally it is at least two. If the Amenity Center has a Lifestyle Director assisting the Managers or a maintenance person assisting the Field Operations Manager, Vesta will provide that person a laptop which they might use in another community as well. Vesta can be flexible on a third device, but the District will be requested to provide at least two computers. Ms. Tondi stated those computers will be the ones with Vesta's IT support because they belong to Vesta. If they are the District's laptops Vesta would request the District to purchase the IT support for it. It will be \$500.00 per month for three computers. Ms. Tondi reminded Mr. Deary the District has the computer at the Gatehouse too. She wanted to confirm that protection against malware, etc. is all included in that number. Ms. Tondi requested Vesta to send an updated proposal and take this into consideration. Vesta will have to get a couple other quotes. Ms. Ripoll asked for a copy of the prices that Mr. Deary and Mr. Ruben are looking at because she did not receive a copy of it for the District files.

Ms. Tondi stated the biggest thing that will help the District is the rewiring Vesta agreed to. Ms. Tondi discussed the mileage fee. The District is not used to paying that for the Field Management. Mr. Deary stated if Vesta nickels and dimes the District for those items

it is likely to cost them the contract and they are being foolish if they do that. He stated that mileage typically only gets incurred if the Field Manager has to leave the property to a place to buy an element of the Districts capital goods to be repaired. He stated the driving through the community are not part of that mileage fee.

Mr. Deary stated if they bring down their proposal from \$271,170.00 it will come at an expense to the staffing model. He advised against that because he believes the District needs that staff in place to accomplish what it wants to.

Mr. Deary discussed the transition period as outlined in the Tamaya Management Transition Overview dated November 8, 2021. He said Vesta will finalize a start date and confirm the Board meeting schedule. He went through the pre-start date transition which includes designating Board representative to serve as liaison and decision maker between the Board meetings to facilitate and efficient transition. He discussed Vesta transitional support, the finalization of staffing onsite and contract.

There was a discussion about terminating Leland Management. The Board debated if they had already approved providing notice of termination to Leland. Ms. Tondi stated the notice did not go out to Leland in light of what was brought to her attention in which she divulged to the Board at the start of the workshop. Ms. Tondi stated this is a Workshop and any decision making has to wait for a Board of Supervisors' meeting. Ms. Ripoll is going through the meeting notes to see what motions were made at the last meeting. The motion from the Board was to give Leland notice of Termination effective January 1, 2022. Ms. Ripoll stated that is the start date the Board approved for Vesta. Ms. Ripoll stated she will go back through the recordings and Ms. Tondi, Ms. Ripoll and Ms. Carvalho will discuss it tomorrow and replying back to the Board on the discussion.

Mr. Deary discussed the pre-start date transition. An introduction will take place between the onsite team and the CDD Board. Then they will come up with community specific job descriptions for maintenance staff. The 120 Day Plan will introduce Vesta to the community which will consist of an e-blast and meet & greet with the community.

The Amenity staff will consist of Mr. Myhill and Mr. King. They their job will consist of Board reporting, QR resident surveys, QR paperless Amenity checklists, and customer service training. Field Operations will consist of Mr. Howell who will be responsible for Board reporting, QR paperless maintenance checklists, running project list, landscape newsletter, landscape vendor management tool. Vesta gave commitment to the District that at least one of their staff members will be at each Board meeting to listen, provide feedback and recommendations to the Board. Lifestyle will consist of Mr. Ruben who will be responsible for Board reporting, mobile friendly website, event planning for the rest of

the fiscal year, Lifestyle Newsletter, and programming. Financial Planning will consist of a reserve study and Capital Planning and Fiscal Year 2021 Budget Planning.

Ms. Tondi stated Mr. Card needs to be updated on what is being done with the gate system. His officers and himself can only be as good as anyone with proper communication. Ms. Tondi asked how the door key system, barcode system, and computer system will affect the community during the change and transition and if there is anything they need to be concerned about. Mr. Deary said if the District goes with Vesta, whether they utilize Sunbelt gate company or not they have a group of people that are very familiar with managing Amenities, the gate systems, and how security interacts with everything. Communication about everything especially during the transition, and setting clear expectations going forward is very important to Vesta. Vesta will partner with the Board, a committee, liaison, or manager, and Mr. Card to figure out where the communication needs to be and discuss the plan of action. Ms. Tondi asked if there would be a programming change to the security hardware. Vesta will streamline the issues and the Field Operation Manager will work directly with Mr. Card. The Management Team will work directly with Mr. Card and he will be contacted by Vesta. Vesta is not planning to come in and change the District's security hardware. Mr. Deary had mentioned that some residents did not want the barcodes and it is not Vesta's job to solve that issue but if the Board wants them to hand out the barcode decals to the residents, they will do that for the District. Ms. Tondi discussed some issues a resident had with the barcode but noted the community needs to rely on JSO. The District needs to have security and they do try to streamline that to the residents.

Mr. Card discussed the gates. A discussion took place about the pedestrian gates. A question was asked if Vesta would check the resident status of individuals using the Amenity Facility regularly. The District is experiencing individuals at the Amenity Facilities that should not be there because they are not residents. A lengthy discussion took place.

Ms. Tondi thanked Vesta for accepting her, spending time with her, and for their understanding on the first phone call she made to them. She believes any relationship is like a marriage and has to be built on trust. She stated the Board will have a Special Meeting on November 15, 2021 at 5:15 p.m.

Ms. Tondi stated the Board discussed if they want Leland to go to a temporary agency but there is a fear of that if the District needs to pay someone to come into the community and not know what they need to do in-between transition. Ms. Tondi stated Ms. McKoy last

day is Wednesday, November 10, 2021. She is supposed to work tomorrow and Wednesday.

Ms. Tondi stated when she spoke to District Counsel in regard to staffing needs, she had offered to work as a temp to carry the District over through the transition. As a Board Member generally they cannot do that since they are also on the Board. However, being this is an emergency situation and there is a skilled person who knows what is going on with the community it can be done. She stated that is something the Board can consider as an option at their next Board Meeting. It would be her company and she would be coming to the clubhouse to assist in this transition due to lack of staffing.

Ms. Tondi asked Mr. Kounoupas to come to the meeting prepared because it is important that the District get the computers purchased. She asked if he needs to find out if the District is good with the status of computers that are needed or if he needs to make contact. Mr. Kounoupas stated at the last meeting Mr. White had the same models and when he did the search with Best Buy, they had the best prices. Ms. Tondi stated the decision on the computers has to be made at the Special Meeting scheduled for November 15, 2021.

Ms. Tondi stated she had a conversation with Ms. Carvalho, and she stated Mr. Kounoupas did not have an update of the three different matters that the previous Chair was working on. Mr. Kounoupas stated Ms. Carvalho sent out the email of what Mr. White said what was needed. Mr. White sent that to Ms. Carvalho who sent out the email to the Board. It was only for the Sun State bill and everything else was no answer. Ms. Tondi asked Mr. Kounoupas to make that report for the upcoming meeting the Board asked him to report back. Mr. Kounoupas stated the whole Board already got that email.

Ms. Tondi stated the District Engineer had some items that the Board asked him about and he did not present that during his report. She asked Ms. Ripoll to follow up with the District Engineer. The request was made by the Board the meeting before last. Ms. Tondi requested that the District Engineer have that ready for the November 15, 2021 meeting. Ms. Tondi stated one item was related to pricing strategy and the other was the water issue behind the Amenity Center. Mr. Craig was going to check with Mr. Wild because he was not up to date on that mater.

THIRD ORDER OF BUSINESS

Other Business

Adjournment

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

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the November 8, 2021 Board of Supervisors' Workshop Meeting was adjourned at 8:17 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the
November 15, 2021 Special Board of
Supervisors' Meeting

MINUTES OF MEETING

**BEACH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD OF SUPERVISORS' MEETING MINUTES
Monday, November 15, 2021 at 5:15 p.m.
12788 Meritage Blvd. Jacksonville, FL 32246**

Board Members Present via speakerphone or in-person:

Maria Tondi	Chairperson
Stephen Kounoupas	Vice Chairperson
Sheila Papelbon	Assistant Secretary
Dr. Robert Renn	Assistant Secretary

Also present via speakerphone or in-person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC
Venessa Ripoll	Assistant DM- PFM Group Consulting LLC (via phone)
Wes Haber	District Counsel- Kutak Rock LLP (via phone)
Jake Card	Advanced Security Specialist Consulting LLC

Various Audience Member Present and Via Speakerphone

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho call to order at 5:22 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.

Ms. Carvalho provided opening remarks. This is a Special Meeting in which the sole purpose is to address the Vesta Properties proposal with the Board.

Public Comment Period

Ms. Carvalho opened the floor for public comments on the agenda. There were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

Review and Consideration of Vesta Properties Services Agreement

Ms. Carvalho noted the District had to Continued Meeting a couple of weeks ago in which the Board discussed proceeding with awarding a contract to Vesta Properties however because there was no scope of work and compensation finalized the Board had to finalize that first before District Counsel could proceed with the agreement. There was a workshop that occurred on November 8, 2021 in which most of this discussion occurred between the Board and Vesta Properties.

Ms. Carvalho stated, included in the agenda packet are the following documents:

1. The Original RFP
2. A Sample Agreement
3. The Communication from Mr. Deary to Mr. Haber, Ms. Carvalho, and the Chair of the District about questions that were raised since the Workshop.
4. The Fiscal Year 2022 Budget
5. Transitional Review provided by Mr. Deary at the November 8, 2021 Workshop
6. The Revised Proposal Pricing
7. The Original Proposal by Vesta Properties
8. The Original Questions that were sent to Vesta Properties when they submitted the Proposal

Ms. Carvalho requested Mr. Deary to provide the Board with a breakdown because there were some conflicting amounts based on the original RFP, what was requested vs. what they provided. It provides the Clubhouse Field Manager Position, General Maintenance, the Clubhouse Attendant, Event Coordinator on a part-time basis, and Seasonal Pool Attendant. That is an annual budget for Vesta's services of \$234,590.00 based on the proposal. The Budget for the Fiscal Year 2022 has only \$170,000.00 allocated for Amenity Services and \$16,200.00 for Field Manager Services. Which there is a difference of about \$48,390.00.

Ms. Carvalho discussed the options that the Board can take:

1. Option A: The District can proceed with Vesta Properties with the understanding the District will have to come up with \$48,390.00 somewhere else within the budget. The District is anticipating having an excess carryforward from last year that the District can utilize towards that difference.
2. Option B: If the Board feels that District would be in financial hardship from Option A they can go back and attempt to renegotiate that particular amount.
3. Option C: The District can go away from the RFP and start it all over because the way the RFP was designed was not with the services the District currently has.

Ms. Carvalho asked the Board to think about this because the District currently has a huge barrier with staffing needs.

Dr. Renn stated, also in their pricing is the recommended additional scope for Vesta Properties and when he added what they are providing through the additional scope to the amount of the original scope of the RFP and subtracts that amount from what the District paid in the past for similar services, he came up with a \$22,000.00 difference. Ms. Carvalho stated that is a good point, however the problem with that is there are certain line items within the budget that Vesta utilized thinking the District had contractual obligations that are currently provided by Leland and that is not the case. Those line items are not line items that Leland Management is currently providing those services. Ms. Carvalho stated the RFP outlined specifically what positions were needed.

Ms. Tondi stated the District had to go back to the original RFP. She did not realize the District was going from a salaried staff individual and an assistant to a part-time assistant and a salaried staff person. The District is currently not covered on the staffing that needs to be in place. She discussed the money difference. Ms. Tondi stated the District has to consider all these issues before they make a decision.

Ms. Tondi discussed the Board has to consider the purchase of computer equipment since the existing computers are owned by Leland Management.

Mr. Howell stated in the RFP there was an option for an alternate plan and Vesta took the RFP by the District's specifications and staffed it one way and provided the price based on the way the District laid out the Amenity and maintenance. Then they did an alternate option which is the one being discussed with the Board which is specific for Amenity management lifestyles Manager and Field Operations Manager. Vesta added in the pool because they thought it would benefit to the District. Vesta discussed the chemicals and negotiated with the chemical supplier before the workshop. A lengthy discussion took place.

Ms. Carvalho stated the original proposal by Vesta Properties on page 84 says per the RFP however they gave an hourly rate which was misleading as to the cost. The Following section which is the pricing option and comparison summary are more of a reason why it was misleading. The actual revised proposal pricing is clear and precise to the RFP.

Dr. Renn wanted to clarify that the District is not in financial hardship. Ms. Carvalho confirmed the District is not in a Financial Hardship. She pointed out if the District approves Vesta's proposal there is an opportunity for savings down the road in other services they provide.

Mr. Howell stated one of the tough realities that Vesta is dealing with is the increase of minimum wage which went up this year by over 14%, next year it will increase 10%, and after that, it will increase 70%. The Majority of staff will be salary, but it impacts the ceiling and they will have hourly staff as well. A discussion took place about savings for other services. Dr. Renn stated he would rather pay a little more money for a higher quality service.

Ms. Carvalho stated Mr. Haber needs to know if this is the revised scope and compensation packet so he can finalize the agreement.

He stated he needs to know where the Board and Vesta end up concerning the services to be provided by Vesta and the price for those services so he can finalize an agreement.

Ms. Tondi asked Vesta Properties to clarify on the Benefits Package and all the holidays for the employees. Mr. Howell stated all those holidays Vesta is fully staffed, and they prepare accordingly for events and make sure maintenance is onsite. Mr. Howell confirmed that all the benefits package provided to the staff is not an additional cost nor would it impact the District. Ms. Tondi asked if the District would be tied into the original proposal or can they take into consideration the extra services they have to offer. Mr. Haber stated the Board has flexibility. The District has the flexibility to amend the contract to add services and terminate the contracts that they presently have in place without any opening for a protest with the other companies.

Mr. Haber stated he has negotiated several contracts with Vesta and his office is familiar with the types of things their Counsel looks for in those agreements. The agreements coming from Mr. Haber's Office provide a 30-day ability to terminate without cause but in the agreements, he has been doing with Vesta, they have a 60-day notice provision instead of the 30-day notice provision. Mr. Haber noted all the agreements he drafts obligate the Contractor to indemnify the CDD for negligence. Typically, he does not put mutual indemnification but Vesta's lawyer pushes for that so if the CDD does something negligently that results in a lawsuit against Vesta then Vesta has the right to say the District needs to indemnify Vesta. Ms. Tondi asked if that would increase the District's insurance rate. Ms. Carvalho will ask the Insurance Agent to find out.

On MOTION by Ms. Papelbon, seconded by Dr. Renn, with all those in favor, the Board approved to proceed with Vesta Properties and enter into a Contract with the Compensation Packet as outlined in the Agenda Packet Page 46, as well as the Scope of Services, and finalize the execution by the District Chair before to proceed and put into action in the amount of \$234,590.00.

Ms. Carvalho will get the documents to Mr. Haber so he can start working on finalizing the agreement. Vesta thanked the Board for their decision to work with them. They look at it as a partnership and work with the District Management and District Counsel. District Management will be aware of everything Vesta is doing. A discussion took place about the Vesta website and pool maintenance.

Ms. Carvalho stated if the District gives notice to Leland tomorrow there will be a 30-day termination. There is no interest in Leland staying beyond their contractual obligation of 30 days. Therefore, December 16, 2021 will be the last day of Leland's Services. Vesta will be able to start as early as December 13, 2021 to have a little bit of overlap with Leland Management and Vesta Properties.

Ms. Tondi requested that Vesta be present for the Board of Supervisors' meeting on December 6, 2021. Vesta will be prepared to bring in the Management staff to that meeting.

Mr. Deary added a comment about the agreement. The way Vesta submitted the most recent proposal and used the terms Year 1, Year 2, and Year 3, he did not use the term Fiscal Year 2021, 2022, or 2023 because the District is about to engage with Vesta in the middle of the current Fiscal Year 2022, and in his experience, most Districts would like to have their vendors prices and contracts aligned with the Fiscal Year. He suggested, in Year 1 have it start whenever the Board wants them to start and have it end on September 30, 2022 and then Year 2 would begin October 1, 2022 for a full 12 months, and Year 3 would begin October 1, 2023 for a full 12 months. Vesta would prorate the price of Year 1. The District would be saving some money between October 1, 2021 and December 12, 2021 for the Year 1 timeframe.

Review and Consideration of Purchasing Computer Equipment and Software

Ms. Carvalho noted the District does not have any equipment at the site that is owned by the District. With this transition, it has been discussed that the District is going to purchase its equipment. With this agreement, Vesta will give the District one laptop at no charge, but the District needs 3 computers and extra monitors to monitor the cameras on the tennis courts. Mr. Card needs a computer and two monitors at the gatehouse. A discussion took

place. Ms. Carvalho noted if the cost is under \$10,000.00 it does not require Board approval if it is between meetings. It will be brought back to the Board for ratification.

Ms. Tondi stated the District does not have broadband because they are not getting the viewing they need from the cameras. The District also needs to come in the wiring. Mr. Card stated the issue is that the Amenity Center, Fitness Center, and cameras are connected into one network and if they were split into three it would alleviate a lot of these issues. The District also has cable issues. He discussed wireless gate control and how it would depend on broadband connectivity.

Mr. Kounoupas will work with Vesta on computer needs and equipment.

Ms. Carvalho stated the Board is going to have to approve a website for Vesta Properties. Vesta Properties provided an overview of the website. It is a mobile-friendly website. Vesta went through the benefits and features of the website. Dr. Renn asked about response time. Vesta has a 24-hour business day response time. A lengthy discussion took place. The website needs to be in place on December 13, 2021. Vesta asked if they were taking over any current website. Ms. Carvalho said no. Ms. Carvalho requested a motion from the Board to proceed with having Vesta for the website cost of \$1,500 per year.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board approved retaining Vesta Properties to handle the Amenity Lifestyle Website for \$1,500.00 annually.

Swimming Pool Maintenance

The District discussed the swimming pool maintenance services for \$25,080.00 from Vesta versus the existing amount for \$47,000.00. Vesta's price for managing the water is \$25,080.00 and \$17,000.00 will be paid directly to the chemical supplier. Vesta would manage the chemical supplies for the District. Vesta facilitates the ordering and manages the budget and usage. It is a \$5,000.00 savings compared to what the District is currently paying for their pool service and the chemicals. Ms. Tondi stated the District would need to give their vendor a 30-day termination notice because they have a contract with them.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved proceeding with Vesta for the Pool Maintenance Contract for \$25,080.00 annually.

Ms. Carvalho requested a motion from the Board to provide a termination letter to Crystal Clean Pools effective as of December 13, 2021.

On MOTION by Mr. Kounoupas, seconded by Ms. Tondi, with all those in favor, the Board approved providing a termination letter to Crystal Clean effective as of December 13, 2021.

A discussion took place about communication. Leland handles the email blast to residents. Ms. Carvalho will work on putting something together to communicate with residents about Vesta Properties commencing date as of December 13, 2021 for Amenity Services and Field Services for the community.

Consideration of Pool and Light Timer Proposals

A discussion took place. This agenda item will be deferred until Vesta Properties comes online.

Consideration of Splashpad and Family Pool Deck Jet Proposals

A discussion took place. This agenda item will be deferred until Vesta Properties comes online. In the meantime, the Board requested all information pertaining to this matter be sent to District Counsel for his review.

Ms. Carvalho will follow up with Ms. Belet to make sure they have all the documentation sent over to Mr. Haber regarding the warranty on this vendor.

Discussion of the Lighting Strike at the Gates

Ms. Tondi questioned why the insurance didn't cover the \$15,000.00 electrical issues resulting from the lighting strike and why wasn't it put in for an insurance claim the previous Chair worked on this and Mr. Kounoupas was trying to reach out to the previous District Chair about this agenda item. Mr. Kounoupas was unable to get any information from Mr. White on this item. Ms. Carvalho stated she is not prepared to have a discussion about this. She explained this was not a one-time occurrence. She noted when the District puts in an insurance claim for anything within the District there is a deductible that must be paid, and they must go through that analysis and figure out if it is worth repairing vs. going through an insurance claim. It will impact the District's insurance the following year. Ms. Carvalho will check the records she has on this matter. This agenda item will be deferred.

**Update from the District Engineer
about the JEA Easement Drainage
Issue**

Mr. Wild reached out to Mr. Veazey who indicated the drainage issue could be one of two things. There was a low area adjacent to the easterly side of the Amenity area where water had been ponding. Dr. Renn stated two residents at the meeting indicated both of those are drainage matters. A resident stated this has been going on for five years. On the issue near the Amenity area, back in March 2021 Mr. Wild red-lined a drainage plan and sent it to Mr. Veazey and he is not sure what happened to the plan after that. Ms. Tondi asked Mr. Wild to forward the drainage plan to District Manager.

Ms. Carvalho asked about the outcome of the discussion. Mr. Wild stated a drainage pipe was to be put in that connects the low area into the existing drainage system for the Amenity area.

Dr. Renn asked Mr. Wild to speak about the drainage issue at the walking path. Mr. Wild is uncertain as to the location of the photographs, but he will have one of his inspectors meet a Board Member out there to take a look and get that information back to him. Dr. Renn volunteered to meet Mr. Wild on site to review this matter.

Ms. Tondi asked about the well pumps Mr. Wild was working on with Mr. Veazey to draw water from the ponds. She asked if pumps were ruled out by St. Johns Water Management District. Mr. Wild stated that was not a conclusion he came to. When they discussed it they talked about the cost of the pump station and eventually they would pay for themselves over time. There was no conclusion that they were prohibited to be installed by the St. Johns Water Management District.

Update from Vice Chair, Stephen Kounoupas about pending items from the prior Chair

Mr. Kounoupas stated Mr. White had no update on the wall. He knew Ms. Tondi was supposed to meet with Mr. Veazey in early September before his resignation. When Ms. Tondi met with Mr. Veazey he was pulled from that project because Mr. White was working with Mr. Veazey's boss and they took Mr. Veazey out of the picture. Mr. Veazey's boss did let him come back to discuss the wall and it is looking more positive that something will be put up. At the Annual HOA meeting it was discussed.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho stated the next meeting is scheduled for December 6, 2021 at this location at 5:15 p.m.

Field Manager- No Report

Audience Comments and Supervisors Requests

Dr. Renn commented on the lack of lighting at the Amenity Center. He stated the parking lot outside the Amenity Center is pitch dark and is dangerous. He asked the District to continue to discuss how they can improve the lighting outside the Amenity Center at night.

Dr. Renn has been asked by several residents about exercise classes in the Fitness Center on the weekends. He stated the Fitness Center has yoga and exercise classes during the week but many residents who talk to him work during the week and are unable to attend. They expressed interest in yoga and strength classes on the weekends. Ms. Tondi stated yoga is offered on the weekend. If residents do not sign up for it through the RSVP she will not come out.

Dr. Renn asked Ms. Carvalho about the Amenity Center hours. He stated there is a sign on the door that says by appointment only and the number for the Amenity Center. Several residents have told him no one answers when they call. Ms. Carvalho will follow-up with Ms. Belet on this matter.

Ms. Tondi stated the Holiday Lighting Contract has been done. She hopes it will be a much better improvement than it has been over the last two years. Ms. Tondi commented that she, Ms. Carvalho, and Mr. Haber calculated how much the District is paying for West Tamaya which is \$59,420.24 annually for the upkeep of that property. She stated letters are in the process of being finalized to be sent to the respective entities that have a benefit to the Tamaya Blvd. The letter states should they refuse to make the payment, the District may decide to lower or reduce the extent of the maintenance that it provides on that side of the boulevard.

Ms. Papelbon asked if the District could sell that property. Mr. Haber stated the landscaping is located on property in the right-of-way that is intended to be dedicated to the City. The District is not maintaining landscaping on someone else property. The District maintains the property in the right-of-way that will be owned by the City of Jacksonville. Ms. Tondi asked if it also includes all sidewalks. Ms. Haber stated if they are within the right-of-way, he thinks so but he wants the District Engineer to confirm that.

Homeowner commented on security. The District had an adult and child skateboard through the community with the car no having any tags. He sent the information to the guard but did not get a response. He mentioned the guardhouse is inconsistent with what they are supposed to be doing. A discussion took place about the door key system. Mr. Card commented several cars came in for one resident the Security personnel does not dictate how many cars a resident allows to come to their house. They dictate that they can only have four people at the Amenity Center. A resident allowed 7-8 people to come in and they all lined up at the Amenity Facility playing tennis and that is an issue. That happens with other residents too. Mr. Card stated he is open to suggestions.

Mr. Card stated he often calls JSO. The other day the District had a car speeding up and down the easement. He called JSO but they are not going to come to a call like that if they are in the middle of another call. He noted the Board is trying to work on a plan to free up time for an officer to patrol at no additional cost to the District. Ms. Tondi asked Mr. Card to start a report from midnight to 5:00 a.m. about how many cars are coming through that needed his assistance.

Dr. Renn stated the Board trusts Mr. Card will train and continue to train his staff to do a better and more reliable job of checking the guests that are coming through the community.

Mr. Kendig stated the District should hold ICI accountable to open and close the Construction gate during the workday. He has to lock up the gate one night. Mr. Kendig stated that there is major repairs that needs to occur to the tennis court. He stated if the repairs cannot be completed than the court should be closed for usage. As the HOA representative, he mentioned there is a lawsuit pending against the Church that will have an impact on the CDD according to Mr. Veazey. Leland is bringing forth a lawsuit against the church to the City. He gave the District an update on the HOA Budget.

Homeowner commented when looking at purchasing computer and monitors to consider the purchase of a printer as part of the equipment. Mr. Kounoupas will look into the equipment needs.

Ms. Papelbon asked for the lawsuit against the church to be put on the District agenda for more clarity. A lengthy discussion took place.

FOURTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Kounoupas, seconded by Ms. Tondi, with all those in favor, the November 15, 2021 Beach Community Development District Special Board of Supervisors meeting was adjourned at 8:04 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Update on the Vesta Properties Transition

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Update of the Sun State Invoice

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Public Hearing on the Revised
Amenity Facility Policies

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-04,
Adopting the Revised Amenity Facility
Policies

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AMENITY FACILITY POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the amended Amenity Facility Policies attached hereto as **Exhibit A** for immediate use and application, and to replace those certain Amenity Facility Policies, previously adopted by the District; and

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

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

SECTION 1. The attached amended Amenity Facility Policies (“Policies”) are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Policies shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted Policies. Except for the provisions of the Policies which are required by law to be adopted through rule-making proceedings, the Policies may be amended by resolution or motion of the Board.

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

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

PASSED AND ADOPTED this 6th day of December, 2021.

ATTEST:

**BEACH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Amenity Center Rules and Policies

BEACH COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES

(March, 2017)
(Updated July 20, 2017)
(Updated June 28, 2021)
(December 6, 2021)

District Manager
PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

TABLE OF CONTENTS

	<u>Page</u>
IDENTIFICATION CARDS	2
NON-RESIDENT ANNUAL USER FEE	2
HOMEOWNERS ASSOCIATION USE OF FACILITIES	3
COMMUNITY CLUB USE OF FACILITIES.....	3
GUEST POLICIES	3
RENTER’S PRIVILEGES.....	4
GENERAL FACILITY PROVISIONS	4
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY	7
SERVICE ANIMAL POLICY	7
GENERAL AMENITY FACILITY USAGE POLICY	8
GENERAL SWIMMING POOL RULES	8
SWIMMING POOL THUNDERSTORM POLICY	10
FITNESS CENTER POLICIES.....	10
GENERAL FACILITY RESERVATION POLICY	12
TENNIS FACILITY POLICIES.....	15
TENNIS COURTS THUNDERSTORM POLICES	15
BASKETBALL FACILITY POLICIES.....	16
EVENT LAWN POLICIES.....	16
PLAYGROUND POLICIES	17
FISHING POLICY	18
SUSPENSION AND TERMINATION OF PRIVILEGES.....	19

DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically be limited to, the pools, tennis and basketball courts, playground, fitness center, group fitness room, banquet event hall and large event lawn, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or **“Policies”** – shall mean these Amenity Facility Policies of Beach Community Development District, as amended from time to time.

“Basketball Facilities” – shall mean those basketball courts that are a part of the District’s Amenity Facility.

“Board of Supervisors” or **“Board”** – shall mean the Beach Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Beach Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Facility Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facility.

“Guest” – shall mean any individual who is invited and must be accompanied to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or **“Patrons”** – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Beach Community Development District.

“Swimming Pools and Waterslide” – shall mean the swimming pools and the waterslide.

“Tennis Facilities” – shall mean those tennis courts that are a part of the District’s Amenity Facility.

IDENTIFICATION CARDS

1. ID cards (or similar access devices) may be issued to all members of each Resident’s household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards.
2. Patrons will be required to sign a waiver of liability before using the District amenities and will be held responsible for any loss or damage if the waiver is not signed before use of the amenities. Each Patron assumes sole responsibility for his or her property.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facility.

NON-RESIDENT ANNUAL USER FEE

The Non- Resident Annual User Fee for any person not owning or renting real property within the District is \$ 3,500, and this fee shall include privileges for up to 2 adults and any minor children under the age of 18 residing in the household. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association within the Beach CDD may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club must fill out a form for approval to be considered as a club before they can use the Amenity Facility. Once approved, the Community Club may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. All Guests, regardless of age, are required to sign a waiver and release of liability before using the Amenity Facility. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager's office. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facility by a parent or adult Patron unless previously authorized by the Facility Manager.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Facility Manager's office. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.

3. Residents, Non-Resident Members, and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
2. For the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the department of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facility.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District and Facility Manager.
 - Tamaya Hall: Determined by Facility Manager; Closed on Mondays
 - Fitness Center: 5:00am-10:00pm
 - Group Fitness Room: 9:00am-7:00pm
 - Pools: Dawn to Dusk (Swim at your own risk when a lifeguard is not on duty)

- Waterslide: Seasonal hours determined by the Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility. In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
 5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
 6. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
 7. Only District employees, contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
 8. Patrons must present their ID cards or guest passes upon request by staff at any Amenity Facility.
 9. The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.
 10. All lost or stolen ID cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
 11. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Facility Manager, if any.
 12. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
 13. Pool rules that are posted in the appropriate area must be observed.
 14. Patrons shall treat all staff members with courtesy and respect.

15. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
17. Skateboarding is not allowed on the Amenity Facility property at any time.
18. All vendors must complete the Vendor Form and be approved by the Facility Manager. The list of preferred vendors will be in the Facility Manager's office and on the Tamaya Lifestyles website.
19. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
20. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Facility Manager.
21. The Amenity Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
22. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
23. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Facility Manager will be required to compensate the District accordingly.
24. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
25. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
26. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL BEACH CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Facility Manager and to the office of the District Manager (phone number 407-382-3256).
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

A. General Swimming Pool Rules

1. All Patrons must present their ID cards or verification of registration while in the swimming pool area. All Patrons must also present their ID cards or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to four (4) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).

2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics or group fitness classes.
6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty on a regular basis, if at all - Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pools/deck area.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations. The pools and slide will be closed every Monday for routine maintenance.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
15. Proper swim attire (no cutoffs) must be worn in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.

26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

B. Waterslide Rules

1. Any person who uses the waterslide does so solely at his or her own risk.
2. Children less than forty-eight (48) inches tall are not permitted to ride the waterslide.
3. Lifeguards will supervise waterslide activity when the waterslide is open, and any person who uses the waterslide must abide by the supervising lifeguard's instructions and directions regarding use of the waterslide.
4. The waterslide may only be used during hours when it is attended at the top and bottom of the waterslide when a lifeguard is on duty.
5. Only one person may ride the waterslide at a time.
6. No shorts with snaps or rivets will be allowed on the slide.
7. Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
8. No jewelry, flotation devices or casts may be worn while using the waterslide.
9. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Beach Community Development District governing the Amenity Facility. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

1. *Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the fitness center during designated operating hours. No one under the age of eighteen (18) is allowed in the fitness center at any time without adult supervision.

2. *Food and Beverage:* Food, including chewing gum, is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 407-723-5900.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits but no swimsuits are allowed.
5. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 5:00am to 10:00pm.
6. *General Policies*
 - Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
 - Use of personal trainers is permitted in the District Fitness Center. A preferred vendor list will be in the Facility Manager's office for the Patron to choose a personal trainer, which will be pre-approved to train in the Fitness Center.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment. Use hooks or lockers provided by the Amenity Facility.
 - Fitness equipment may not be removed from the Fitness Center. Weights must remain in the designated free weights area.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
 - Please be respectful of others. Allow other Patrons to also use the equipment, especially the cardiovascular equipment.
 - Please replace weights to their proper location after use.
 - Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area.
 - Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.
 - Wet bathing suits are not allowed in the Fitness Center.
 - Strollers and infant carry seats are not allowed in the Fitness Center.
 - Pets (with the exception of "Service Animals") are prohibited from the Fitness Center.

GENERAL FACILITY RENTAL POLICY

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

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

1. *Rentals:* Certain portions of the Amenity Facility may be rented by the following individuals/groups:

- A. Residents (includes both events held by the Resident and events sponsored by the Resident)
- B. Renters
- C. Non-Resident Members
- D. Homeowners Associations
- E. Social Club/Residents Committees**

2. *Available Facilities:* The following portions of the Amenity Facility are available for rental for functions for up to eight (8) hours (including set-up and post-event cleanup). The rental time is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage security deposit shall be required. For private events, the following rental fees shall apply:

<u>Event Facility Rentals</u>	<u>Rental Rate</u>	<u>Security Deposit</u>
• Boardroom (Up to 4 Hours, Limit of 12 people):	\$150.00	\$150.00 Additional \$25.00 p/hour
• Pool Cabana (Up to 4 Hours, Limit of 25 people):	\$150.00	\$150 Additional \$25.00 p/hour

- Palm Court & Bar (Up to 4 Hours, Limit of 50 people):

\$200.00	\$200.00
	Additional hours \$25 p/hour

- Tamaya Hall (Up to 6 Hours, Limit of 80 people):

\$700.00	\$750.00
	Additional \$25.00 p/hour

- Tamaya Hall, Palm Court & Bar (Up to 8 Hours):

\$1,500.00	\$750.00
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- Group Fitness Room (Up to 4 Hours, Limit of 25 people):

\$200.00	\$350.00
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- : The Large Event Lawn may be used by a Patron and no more than four guests without a rental contract. Usage of the Large Event Lawn by a patron with more than four guests requires a rental contract and is subject to the following policies. The Large Event Lawn may be rented for no longer than eight hours. Patrons using the Large Event Lawn shall be responsible for the costs of cleaning and/or repairing any adverse impacts to the lawn. Any failure to clean and/or repair the Large Event Lawn will result in the security deposit being used to pay for such cleaning and/or repair, and Patron shall be responsible for all amounts, if any, in excess of the security deposit.

No Charge	\$350.00
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Patrons are encouraged to photograph the Large Event Lawn prior to and after rental to document any damages. Patrons shall be responsible for any damage caused by their guests and, if a rental company is being used for the rental period, Patrons are encouraged to use a rental company that provides insurance for the District's property, including the Large Event Lawn. Any use of the Large Event Lawn by more than 100 guests shall require the District's written approval.

The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damages and expenses arising from the event.

3. *Reservations:* Staff will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least two (2) weeks in advance to the Amenity Manager Staff. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than two (2) weeks prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than two (2) weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.
4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Beach Community Development District**. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District.

Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron's guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.
 - Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. *Staffing:* During the Amenity Facility's operating hours in which Amenity Facility Staff is present, private events with twenty five (25) people or less are not required to pay for additional staff unless otherwise required by the District. For events with more than twenty five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate determined by the Facility Manager per event.
7. *Alcohol Policies:* Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
8. *Additional Policies:* The following additional policies apply to any rental of an Amenity Facility or space:
 - a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.

- b. The volume of live or recorded music must not violate applicable Duval County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 11:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
- d. No decorations may be affixed to the walls, doors or any fixtures.
- e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
- f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
- g. No glass, breakable items or alcohol are permitted in the Pool Area.

TENNIS FACILITY POLICIES

Please note the Tennis Facility is an unsupervised facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult aged eighteen (18) or older. The limit is three (3) Guests to a single court.
- (2) *Hours.* The Tennis Facility shall be available from 7:00am until 8:00pm during the weekdays and 7:00am until 10:00pm on the weekends.
- (3) *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at (407) 382-3256
- (4) *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times. No black-soled or open-toe shoes are permitted.
- (5) *Availability:* The tennis courts are available on a "first come, first served" basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court for one (1) hour when others are waiting. If you find it necessary to "bump" other players when it is your turn to play:
 - a) Never attempt to enter someone else's court before your turn.
 - b) Never enter the court or distract players while others are in the middle of a point or game.

- c) Wait outside the entrance gate and politely inform the players that it is your turn.
- d) Allow players to finish out one more point, and then begin the player changeover for the court.
- e) If you are bumped from a court and wish to continue play, please notify staff and they will do their best to get you on the next available court.
- f) When others are waiting, Patrons may “hold” a court for no more than ten minutes and those ten minutes are included in the one hour time limit to use the court (i.e., usage is limited to 50 minutes if the court is held for ten minutes).

(6) *General Policies:*

- Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
- The Tennis Facility is for the play of tennis only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis courts.
- No chairs other than those provided by the District are permitted on the tennis courts.
- Lights at the Tennis Facility must be turned off after use.
- No jumping over nets.
- Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- Court hazards or damages, such as popped line nails, need to be reported to the Facility Manager for repair.

TENNIS COURTS: THUNDERSTORM POLICY

The Facility Manager, when present, will control whether tennis is permitted in inclement weather, and the tennis courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Beach Community Development District governing the Amenity Facility. Disregard or violation of the District’s policies and rules and misuse or destruction of equipment of the Basketball Facilities may result in the suspension or termination of privileges of the Basketball Facilities. Guests may use the Basketball Facilities if accompanied by an adult Patron.

Please note the Basketball Facilities are unsupervised facilities and persons using the facilities do so at their own risk. Persons interested in using the facilities are encouraged to consult with a physician prior to using the facilities.

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facilities during designated operating hours. Children who are under twelve (12) years of age may use the facilities only when accompanied by an adult aged eighteen (18) or older.
- (2) *Hours.* The Basketball Facilities are available for use from dawn until dusk hours. The facilities may not be used after dark.
- (3) *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The basketball courts are available on a “first come, first served” basis. Each Patron and the Patron’s guests are limited to the use of one (1) basketball court when others are waiting. **Patrons are limited to no more than four guests on the basketball courts.**
- (6) *General Policies:*
 - The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs. Basketball, if available, may be obtained from the office.
 - The Basketball Facilities is for the play of basketball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the basketball facility.
 - Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball courts.
 - No chairs other than those provided by the District are permitted on the courts.
 - The courts must be left clean after use.

EVENT LAWN POLICIES

Please note the Event Lawn is unattended facility and persons using the facility do so at their own risk.

The District offers an Event Lawn. The following policies apply:

1. *First Come Basis.* The lawn is available for use by Patrons only on a “first come, first served” basis.

2. *Vehicles.* No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the lawn.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the lawn.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Adult supervision (eighteen years and older) is required for children under the age of fourteen (14) years old. All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
3. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
4. No food, drinks or gum are permitted at the playground.
5. No pets of any kind are permitted at the playground.
6. No glass containers are permitted at the playground.
7. No jumping off from any climbing bar or platform.
8. Profanity, rough-housing, and disruptive behavior are prohibited.
9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

NO FISHING POLICY

Patrons may not fish from any District owned lake/retention pond within the Beach Community Development District. No watercrafts of any kind are allowed in these bodies of water except for small remote-controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Beach Community Development District's ("District") recreational facilities ("Amenities").
2. **Violations.** The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenities.
 - b) Permits the unauthorized use of an amenity pass.
 - c) Exhibits unsatisfactory behavior, deportment or appearance.
 - d) Fails to pay fees owed to the District in a proper and timely manner.
 - e) Fails to abide by any policies or rules established for the use of the Amenities.
 - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g) Damages or destroys District property.
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District's facility manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.
4. **Suspension by the District Manager or District's Facility Manager / Appeal of Suspension.** The District Manager, or the District's facility manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate

action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 5. Suspension or Termination by the Board.** The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- 6. Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of AT&T Easement

From: [Mike Veazey](#)
To: [Vivian Carvalho \(carvalho@pfm.com\)](#); [Wesley S. Haber \(wesley.haber@kutakrock.com\)](#); [Dr. Maria Tondi](#)
Subject: Beach AT&T Easement
Date: Thursday, November 18, 2021 4:23:47 PM
Attachments: [image003.png](#)
[Tamaya Isabella AT&T Easement.pdf](#)
[Isabella at Tamaya Phase 1- recorded roadwav esmt OR 19388 no 681.pdf](#)

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Maria, Vivian, Wes we would like to have the attached AT&T Easement document on the Beach CDD Agenda for the next meeting. This agreement was presented by Wes a few meeting ago and I didn't give Wes enough information on the easement to present it properly .

AT&T asks for a separate easement over the road Right of Way(ROW) for their infrastructure, we have done this on the other parcels in Tamaya. The easement allows them to run their cable in the ROW to make service available for each home. In the past and with Tamaya Isabella(Parcel B) due to our working relationship they have installed the infrastructure into the community during site development to get in early(and have service available when the first residents move in and they don't tear up finished landscape yards) before the Plat is recorded and then we have recorded the easement after the Plat was recorded. Attached is the Isabella Phase 1 recorded easement document.

The Recorded Phase 2 Plat has language allowing utilities in the ROW (see below) but AT&T requests the additional easement.

The down side of not recording this easement as requested is that in the next Phase they might not go into the development early to provide service resulting in the first new owners not have the ability to get AT&T service at their home and AT&T cutting through finished yards or AT&T could decide not to put infrastructure in the Phase.

We are requesting the Beach CDD Board to approve the Isabella Phase 2 AT&T easement to be approved. Thanks for your consideration.



Thanks

Mike Veazey
Development Project Manager
ICI HOMES | 14785 Old St Augustine Rd Suit 3 | Jacksonville, FL 32258
Direct: 904.652.2558 | Mobile: 386.566.7454 | mveazey@icihomes.com
www.ICIHomes.com

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STATE OF Florida
COUNTY OF Duval

Preparer's name: and address
Chris Fernandez
BellSouth Telecommunications, LLC
735 Mill Creek Road
Jacksonville, Florida 32211

Grantee's Address
BellSouth Telecommunications, LLC, d/b/a AT&T Florida
735 Mill Creek Road
Jacksonville, Florida 32211

ROADWAY EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), an easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands describe in Plat Book 76 , page 1-9 , Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 27 and 34 , Township 2 South , Range 28 East , _____, Meridian, Duval County, State of Florida, consisting of a (strip) (parcel) of land _____

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

RECORD AND RETURN TO: Linda Jones
TrueNet Communications
2783 Segrest Road
Pace, Florida 32571

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 10th day of Sept, 2020.

Signed, sealed and delivered in the presence of:

Joanne Schmieder
Witness
(Print Name) **JOANNE SCHMIEDER**

Teri L Hansen
Witness
(Print Name) **TERI L. HANSEN**

BEACH COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes

Name of Corporation
(Address) 12051 Corporate Boulevard
Orlando, Florida 32817

By: Kelly McCarrick
Title: Kelly McCarrick,
Chairman Board of Supervisors

Attest: _____

State of Florida, County of Volusia

The foregoing instrument was acknowledged before me this 10th day of Sept., 2020, by Kelly McCarrick, as Chairman of the Board of Supervisors of the Beach Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. She is personally known to me or () has produced _____ as identification.

Teri L Hansen
Notary Public
(Print Name) **TERI L. HANSEN**

Commission Number HH003035

My Commission Expires: May 21, 2024

Physically present

_____ Online notarization



SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 10th day of Sept., 2020.

Signed, sealed and delivered in the presence of:

Witness Joanne Schmieder
(Print Name) JOANNE SCHMIEDER
and Address) 2379 Beville Rd
Daytona Beach, FL 32119

TAMAYA LOAN ACQUISITION, LLC, a
Florida limited liability company
Grantor
(Print Name) 2379 Beville Road
and Address) Daytona Beach, FL 32119

Witness Teri L Hansen
(Print Name) TERI L. HANSEN
and Address) 2379 Beville Rd.
Daytona Beach, FL 32119

By: [Signature]
Title: Morteza Hosseini-Kargar, President

STATE OF Florida
COUNTY (PARISH) OF Volusia

Personally appeared before me, the undersigned authority in and for the said county (parish) and state, on this 10th day of Sept., 2020, within my jurisdiction, the within named Morteza Hosseini-Kargar, who acknowledged to me that (he) (she) is President of Tamaya Loan Acquisition, LLC, a Florida limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Teri L Hansen
Notary Public
(Print Name) TERI L. HANSEN

Notary Number HH003035

My Commission Expires: May 21, 2024

Personally Known OR Produced Identification

Type of Identification Produced _____

Physically present

_____ Online Notarization

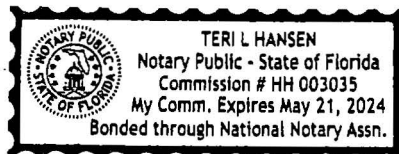


EXHIBIT "A"

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF CASSIA LANE AND
LAUREL BAY DRIVE AS SHOWN ON THE PLAT OF ISABELLA AT TAMAYA
PHASE 1 AS RECORDED IN PLAT BOOK 76, PAGES 1-9, PUBLIC
RECORDS OF DUVAL COUNTY, FLORIDA.

STATE OF Florida
COUNTY OF Duval

Preparer's name: and address

Grantee's Address

BellSouth Telecommunications, LLC, d/b/a AT&T Florida

ROADWAY EASEMENT

For and in consideration of Ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, LLC., a Georgia limited liability company, d/b/a AT&T Florida**, and its parent and its parent's direct and indirect and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), an easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands describe in Plat Book 76, page 147-157, Duval County, Florida Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 27 and 34, Township 2 South, Range 28 East, _____, Meridian, Duval County, State of Florida, consisting of a strip) parcel) of land _____

SEE ATTACHED EXHIBIT "A"

The following rights are also granted: the non-exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications (including broadcast) or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Florida, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the 8th day of June, 2021.

Signed, sealed and delivered in the presence of:

Witness Teril L. Hansen
(Print Name) TERIL L. HANSEN
and Address) 2379 Beville Rd, Daytona Beach
FL 32119

TAMAYA LOAN ACQUISITION, LLC, a
Florida limited liability company
Grantor
(Print Name) 2379 Beville Road
and Address) Daytona Beach, FL 32119

Witness Kathleen Ragan
(Print Name) Kathleen Ragan
and Address) 2379 Beville Rd, Daytona Beach
FL 32119

By: [Signature]
Title: Morteza Hosseini-Kargar, President

STATE OF Florida
COUNTY (PARISH) OF Volusia

Personally appeared before me, the undersigned authority in and for the said county (parish) and state, on this 8th day of June, 2021, within my jurisdiction, the within named Morteza Hosseini-Kargar, who acknowledged to me that (he) (she) is President of Tamaya Loan Acquisition, LLC, a Florida limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Teril L. Hansen
Notary Public
(Print Name) TERIL L. HANSEN

Notary Number HH003035

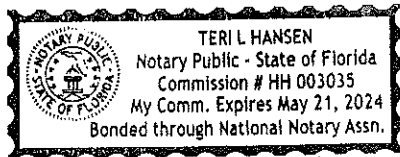
My Commission Expires: May 21, 2024

Personally Known OR Produced Identification

Type of Identification Produced _____

Physically present

_____ Online Notarization



SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulation(s) shall control in the event of conflict with any of the foregoing easement (servitude):

In witness whereof, the following undersigned has/have caused this instrument to be executed on the _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

BEACH COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes

Name of Corporation
(Address)

12051 Corporate Boulevard
Orlando, Florida 32817

Witness
(Print Name)

Witness
(Print Name)

By: _____

Title: Maria Tondi
Chairman of the Board of Supervisors

Attest: _____

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Maria Tondi, as Chairman of the Board of Supervisors of the Beach Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. She () is personally known to me or () has produced _____ as identification.

Notary Public
(Print Name)

Commission Number _____

My Commission Expires: _____

_____ Physically present

_____ Online notarization

EXHIBIT "A"

BEING THE PLATTED ROAD RIGHTS-OF-WAY OF CASSIA LANE,
LAUREL BAY DRIVE, COSTAS WAY AND CALA COVE COURT AS SHOWN ON
THE PLAT OF ISABELLA AT TAMAYA PHASE 2 AS RECORDED IN PLAT
BOOK 76 , PAGES 147-157 , PUBLIC RECORDS OF DUVAL COUNTY,
FLORIDA.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review & Acceptance of Warranty Deed for
Parcel GH (Bella Nina)

From: [Mike Veazey](#)
To: [Vivian Carvalho](#); [Venessa Ripoll](#)
Cc: [Dr. Maria Tondj](#); [Wes Haber](#)
Subject: FW: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC
Date: Thursday, November 4, 2021 4:50:32 PM
Attachments: [GWD OR 19994 PG 130 \(Tamaya GH\).pdf](#)

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Attached is the deed dedicating the Parcel GH(Bella Nina) common areas and roads to the Beach CDD.

Thanks

Mike Veazey

Development Project Manager

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

Direct: 904.652.2558 | Mobile: 386.566.7454 | mveazey@icihomes.com

www.ICIHomes.com

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From: Teri Hansen <THansen@icihomes.com>

Sent: Thursday, November 4, 2021 2:43 PM

To: Mike Veazey <MVeazey@icihomes.com>; Andy Hagan <ahagan@icihomes.com>; James Stowers <JStowers@icihomes.com>

Subject: RE: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

Deed for the GH common area has been recorded and copy is attached.

Teri Hansen

Legal and Finance Department Project Coordinator

ICI HOMES | 2379 Beville Road | Daytona Beach, FL 32119

Direct: 386.236.4113 | Thansen@icihomes.com www.ICIHomes.com

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From: Mike Veazey <MVeazey@icihomes.com>
Sent: Tuesday, October 26, 2021 4:06 PM
To: Andy Hagan <ahagan@icihomes.com>; Teri Hansen <THansen@icihomes.com>; James Stowers <JStowers@icihomes.com>
Subject: RE: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

Andy are we ok responding to Ms. McGrath that we are deeding to the CDD? James was ok.

Do we need to make sure Mori is ok before I responds to the Homeowner?

Thanks

Mike Veazey

Development Project Manager

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

Direct: 904.652.2558 | Mobile: 386.566.7454 | mveazey@icihomes.com

www.ICIHomes.com

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From: Andy Hagan <ahagan@icihomes.com>
Sent: Thursday, October 14, 2021 10:20 AM
To: Teri Hansen <THansen@icihomes.com>; Mike Veazey <MVeazey@icihomes.com>; James Stowers <JStowers@icihomes.com>
Subject: RE: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

I think we should move forward and record in the name of the CDD.

J. Andrew Hagan, Esq.
M.ACC., J.D., LL.M., CPA
ICI Homes
2379 Beville Road
Daytona Beach, FL 32119
Phone: (386) 788-0820 Ext 4184
Cell: (386) 547-6006
Fax: (386) 760-0470
Direct Fax: (386) 763-7884
Email: ahagan@icihomes.com

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From: Teri Hansen <THansen@icihomes.com>
Sent: Thursday, October 14, 2021 8:29 AM
To: Mike Veazey <MVeazey@icihomes.com>; James Stowers <JStowers@icihomes.com>
Cc: Andy Hagan <ahagan@icihomes.com>
Subject: RE: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

I sent the deed to Wes for approval on Sept. 2nd and have not heard from him. Can you give him a call to get him to review and approve for signature/recording?

Teri Hansen

Legal and Finance Department Project Coordinator
ICI HOMES | 2379 Beville Road | Daytona Beach, FL 32119
Direct: 386.236.4113 | Thansen@icihomes.com www.ICIHomes.com

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From: Mike Veazey <MVeazey@icihomes.com>
Sent: Thursday, October 14, 2021 6:29 AM
To: Teri Hansen <THansen@icihomes.com>; James Stowers <JStowers@icihomes.com>
Cc: Andy Hagan <ahagan@icihomes.com>
Subject: FW: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

See below from Tamaya resident that is on one of the homeowner groups helping Maria Tondi. Parcel GH / Bella Nina tracts and ROW were not dedicated to the Beach CDD, this was the first Plat we did out there. We have discussed and I think we are close to quick claim deed these to Beach CDD. Not sure what she is saying regarding Wes below but I can call him if you want to discuss.

Thank

Mike Veazey

Development Project Manager

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

Direct: 904.652.2558 | Mobile: 386.566.7454 | mveazey@icihomes.com

www.ICIHomes.com

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From: June McGrath <junemcgrath_94@hotmail.com>
Sent: Wednesday, October 13, 2021 11:48 PM
To: Mike Veazey <MVeazey@icihomes.com>; Wes Haber General Counsel 4 Tamaya <wesh@hgslaw.com>
Cc: Maria Tondi <mtonditamayacdd@aol.com>; June McGrath <junemcgrath_94@hotmail.com>
Subject: [External] 10 parcels on Brettungar in name of Tamaya Loan Acquisition LLC

Mike,

The attached 10 parcels on Brettungar Dr are in the name of Tamaya Loan Acquisition LLC.

The first one on this list covers 9.11 acres for right-of-way & streets.

The second one on this list covers a Park next to homeowner Mike Simon. Mike attended the recent BCDD and is requesting a temporary easement on this parcel to complete a project on this property. I believe our BCDD attorney, Wes Haber, is preparing a document to satisfy this request.

[167066-1070](#) is the park on Brettungar Dr.

One other parcel is a conservation easement and the other parcels are wastelands.

Need you to advise if any of these parcels are to be in the name of BCDD?

Thank you.

June McGrath

Prepared by and
Must Be Returned to:
J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

Property Appraisers Parcel I.D. (Folio) Number(s):

GENERAL WARRANTY DEED

This General Warranty Deed Made the 27th day of October, 2021, by TAMAYA LOAN ACQUISITION, LLC, a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, hereinafter called the Grantor, to BEACH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, whose post office address is 12051 Corporate Boulevard, Orlando, Florida 32817, hereinafter called the Grantee,

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situate in Duval County, Florida, via:

Tracts A, B, C, D, E, F, G, H, I, J, K and L, BELLA NINA AT TAMAYA, according to the plat thereof recorded in Plat Book 67, Page 1 of the public records of Duval County, Florida.

Rights of Way, Brettungar Drive, Bari Court, Savona Court, Trave Way, Danube Court and Pechora Court, BELLA NINA AT TAMAYA, according to the plat thereof recorded in Plat Book 67, Page 1, of the public records of Duval County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

TAMAYA LOAN ACQUISITION, LLC,
a Florida limited liability company

Witness Signature:

Printed Name:

Teril Hansen
TERIL HANSEN

By:

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
Its: President

Witness Signature:

Printed Name:

Joanne Schmieder
JOANNE SCHMIEDER

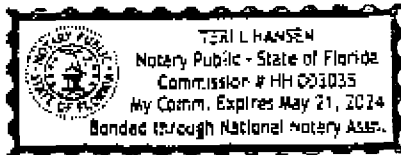
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of October, 2021, by Morteza Hosseini-Kargar, President of TAMAYA LOAN ACQUISITION, LLC, a Florida limited liability company, who is personally known to me or () who produced _____ as identification and who executed on behalf of the corporation.

Teril Hansen
Notary Public, State of Florida

Printed Name: TERIL HANSEN

My Commission Expires: May 21, 2024
(NOTARY SEAL)



**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of Mr. Garcia gate repair invoice

From: [Amy Champagne](#)
To: [Vivian Carvalho](#)
Subject: Fw: Invoice
Date: Wednesday, November 17, 2021 7:40:19 AM

FYI, He would like to bring it up for discussion at the next board meeting. Not sure what needs to be done.

Amy Champagne, CPA
Senior District Accountant

PFM Group Consulting LLC
ChampagneA@pfm.com | **phone** 407.723.5900 | **fax** 407.723.5901 | **web** pfm.com
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

From: Victor Garcia <vgarcia@Kaneca.com>
Sent: Tuesday, November 16, 2021 4:07 PM
To: Amy Champagne <CHAMPAGNEA@pfm.com>
Subject: Re: Invoice

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

Yes please

Thanks,
Victor Garcia

On Nov 16, 2021, at 2:11 PM, Amy Champagne <CHAMPAGNEA@pfm.com> wrote:

Mr Garcia,

I apologize this is so much, but that is what the district had to pay to repair the arm. If you are unhappy with the amount you can attend the next board meeting to discuss. Would you like me to request this be added to the agenda?

Amy Champagne, CPA
Senior District Accountant

PFM Group Consulting LLC

ChampagneA@pfm.com | **phone** 407.723.5900 | **fax** 407.723.5901 | **web** pfm.com
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

From: Victor Garcia <vgarcia@Kaneca.com>

Sent: Tuesday, November 16, 2021 10:08 AM

To: Amy Champagne <CHAMPAGNEA@pfm.com>

Subject: RE: Invoice

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Good Morning Amy,

Sorry, I just saw this email. Now, we were getting ready to fix the arm our self because it was an easy fix, just two bolts. They told us it was not necessary that the service guy was putting it back together. Now you are trying to make us pay this outrageous amount.

From: Amy Champagne <CHAMPAGNEA@pfm.com>

Sent: Tuesday, November 16, 2021 9:07 AM

To: Victor Garcia <vgarcia@Kaneca.com>

Subject: Invoice

Good Morning Mr. Garcia,

I sent the attached invoice approximately 30 days ago and haven't heard anything back. Please confirm you have received it and will be processing the payment.

Amy Champagne, CPA
Senior District Accountant

PFM Group Consulting LLC

ChampagneA@pfm.com | **phone** 407.723.5900 | **fax** 407.723.5901
| **web** pfm.com
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Review of Mr. Elderdice guest pass concern

From: [Gordon Elderdice](#)
To: [Dr. Maria Tondi](#)
Cc: ripolly@pfm.com; carvalhov@pfm.com; advancedsecurityspecialist@comcast.net; dbelet@lelandmanagement.com
Subject: Re: Beach CDD Resident
Date: Friday, November 19, 2021 5:12:54 PM

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

Dear Dr. Tondi,

Thank you for giving me a call back on Friday. I appreciate your time. I apologize in advance for this turning into a big issue but unfortunately there's people in this world who just like to create problems for no reason. I thought it would be a good idea to put down my thoughts in writing regarding the incidents with my son and his use of the tennis courts over the last few weeks.

For a little background, my wife and I have been residents of Tamaya since June of 2019. We have three children (daughter (30), son (28) and son (21 and a Jr. in college). My two oldest kids live in FL so they come home somewhat frequently for holidays, etc. My 28-year old has been here staying with us for several weeks (from Tampa) as he's in between moving to a new apartment. He just started playing tennis and, as you're aware, has been to the courts several times over the last few weeks (playing with me at times and also a local friend who does not live in the neighborhood). As I mentioned on our call, I was not aware of the rule that residents are required to physically be with guests at the amenities at all times.

My first complaint has to do with the woman who initially confronted my son and his friend when they were playing tennis. This encounter happened on Thursday, Nov. 4th, I believe in the late-afternoon. The woman was rude and confrontational for absolutely no reason at all. My son is a good person. He wasn't and hasn't been loud, profane, or destructive in anyway. He was just playing tennis with his friend and enjoying himself. It sounds as if the woman was checking entry stickers on cars and saw the car my son was driving didn't have a sticker so she felt the need to play "tennis court monitor" and confront him. At that point, my son called my wife who showed up to verify he was there as a guest of his parents. My wife left her car (with a sticker on it!) and took my son's car back to our house. The woman didn't say anything when my wife showed up or after she left. When I heard the story, I thought that would be the end of it but apparently the "tennis court monitor" felt the need to target my son further after that.

Fast forward to the night of Monday, Nov. 15th when my son was playing with his friend once again. Mind you, there was never anyone waiting on courts at any time my son was playing. On this night, there were two open courts in addition to the one he was playing on. The security guard that night came and kicked them off the court ("you just need to get your stuff and go" ... "you're up here all the time", etc.). My son's friend was filming them playing when this happened so the whole conversation is on video. The guard had been informed about my son ahead time because he mentioned my wife coming up previously (Nov. 4th) and also states that "there's a woman complaining" and the "board" is coming down on him making him enforce this, etc. I have no problem with the security guard. He probably could've handled it more tactfully but not a big deal. I'm more upset that my son was being targeted by some woman who clearly has the ear of the board.

Believe me, I'm aware of this rule now but my first question is who's responsible for enforcing this rule? Are the homeowners expected to self-enforce or is the security detail responsible for enforcing it? I use the workout facility, pool, basketball courts, tennis courts and I've never seen any young person be questioned as to whether they're a resident or not. I guess we were just unlucky enough to be targeted by the resident tennis court enforcer. This is not who I am but I can also make a lot of lives miserable

hanging out at the basketball courts, tennis courts, etc. confronting people and verifying resident status. Is that what the board wants this neighborhood to turn into?

Finally, I'd like to know who's monitoring the security cameras in the amenity areas? I would like confirmation the resident woman complaining has not been provided access to that video footage and also does not have some type of special privilege with the board. I would like to know that this woman does not have some type of influence where she clearly has no authority.

I'm more than happy to attend the December 6th CDD meeting and tell my story (if necessary) and push for some type of change to the bylaws regarding this issue. I (like everyone else in this community) pay close to \$4,000/year in CDD fees to use these amenities. But we're not permitted to let our adult family members use the tennis courts, basketball courts, etc. without my wife or I having to be present at all times? I think that's ridiculous. At a minimum, there should be some type of exception for adult family members. I'm still responsible for them if there's an incident ... correct? I have good kids so I'm more than willing to take on that responsibility but I shouldn't have to hold their hands and be with them 100% of the time if they want to enjoy these amenities the few times a year they visit us.

By copy of this email, I'm asking Vivian and Vanessa for time at the Dec. 6th Board of Supervisors meeting to discuss this issue. Please let me know if you need anything further from me regarding this and thanks again for your time.

Sincerely,

Gordon Elderdice
2995 Danube Ct.

On Friday, November 19, 2021, 03:00:22 PM EST, Dr. Maria Tondi <mtonditamayacdd@aol.com> wrote:

Good afternoon Mr Elderice

As per our conversation - I encourage you to attend the Dec 6th meeting @ 5:15 (please watch your emails for the accuracy of my reporting date & time, as I recall it by memory as being) - Prior to that meeting you may wish to send our CDD management company; PFM Vivian and Vanessa an email ripollv@pfm.com, carvalho@pfm.com briefing them on your reason for asking for some BOS (board of supervisors) meeting time.

As I stated, had your Son been listed as a resident on your Tamaya residential account, I could of handled it a bit differently at this time. I do hear what you are saying, I also respect & appreciate it. Your presentation to the entire BOS is the place where perhaps a change, difference can be made.

I apologize once again that you have been made to feel dis-respected, that your family has been approached.... This is not how I would hope our community will turn out to be, in the long run. I was not there, but I am certain that Chief, Officer Card from our security dept. may also reach out to you, or please know that he always means the best for the safety & regulations of the community; he too has had pressure put on him by the BOS and the resident(s) that we think was the one who approached your son on more than one occasion.

I look forward to hopefully meeting you in person one day. Wishing you & yours a Very Happy thanksgiving and Holiday Season

Sincerely

Have a great day, in God we Trust.



Dr. Maria Tondi
Beach CDD Board, Chair
Cell 330-524-8102 Home Office 904-861-4644
MTondiTamayaCDD@aol.com

-----Original Message-----

From: Venessa Ripoll <ripollv@pfm.com>
To: Dr. Maria Tondi <mtonditamayacdd@aol.com>
Sent: Fri, Nov 19, 2021 1:57 pm
Subject: Beach CDD Resident

Hello Maria,

I spoke to a resident Mr. Gardon Elderice and he has a 28 year old son who is living with him and would like to use the tennis courts. After speaking to Mr. Elderice he asked me if he could speak with you. His phone number is 904-566-2847 and his email is gorddice@yahoo.com.

Thank you,

Venessa Ripoll

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Update of the Finance and Task Force
Group

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Statute Updates 2021

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2021- [REDACTED]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the [REDACTED] Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within [REDACTED], Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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

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

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

[REDACTED]
COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A



COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes*

_____, 2021

Community Development District
Prompt Payment Policies and Procedures

Table of Contents

I.	Purpose	1
II.	Scope	1
III.	Definitions	1
	A. Agent	1
	B. Construction Services	1
	C. Contractor or Provider of Construction Services	1
	D. Date Stamped	1
	E. Improper Invoice	2
	F. Improper Payment Request	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice	2
	I. Proper Payment Request	2
	J. Provider	2
	K. Purchase	2
	L. Vendor	2
IV.	Proper Invoice/Payment Request Requirements	3
	A. General	3
	B. Sales Tax	3
	C. Federal Identification and Social Security Numbers	3
	D. Proper Invoice for Non-Construction Goods and Services	3
	E. Proper Payment Request Requirements for Construction Services	4
V.	Submission of Invoices and Payment Requests	4
VI.	Calculation of Payment Due Date	5
	A. Non-Construction Goods and Services Invoices	5
	B. Payment Requests for Construction Services	6
VII.	Resolution of Disputes	7
	A. Dispute Between the District and a Provider	7
	B. Dispute Resolution Procedures	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage	8
X.	Late Payment Interest Charges	9
	A. Related to Non-Construction Goods and Services	9
	B. Related to Construction Services	9
	C. Report of Interest	9

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the [redacted] Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone [REDACTED], email [REDACTED]).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

[Redacted] Community Development District
[Redacted]
[Redacted]
[Redacted]

2. Email Address

[Redacted]

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

* * *

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.