Beach Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 407-723-5900- FAX 407-723-5901

www.beachcdd.com

The Regular meeting of the Board of Supervisors of **Beach Community Development District** will be held on **Monday**, **February 7**, **2022**, **at 5:45 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 December 6, 2021, Board of Supervisors' Meeting
- 2. Consideration of the Minutes of the January 3, 2021, Board of Supervisors' Meeting Workshop

General Business Matters

- 3. 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
- 4. Discussion of a Towing Policy and Illegally Parked Vehicles
- 5. Discussion of Credit Card Processing Fees
- 6. Discussion of the Tamaya Website
- 7. Discussion of Simple Safety Invoice
- 8. Discussion of a Tamaya CDD Facebook Page
- 9. Update of the Finance and Task Force Group



10. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
 - o Lifestyle & Field Manager Report
 - 1. Board Action Item Summary
 - 2. Tamaya Amenity Managers Report
 - 3. Policies Comparison for Tamaya
 - 4. Tamaya Lifestyle Report
 - 5. Tamaya Field Ops Report
 - 6. Estimate 2769 Big Z Pool Service
 - 7. Estimate 2770 Big Z Pool Service
 - 8. Estimate 2771 Big Z Pool Service
 - 9. Aquashield Quote
 - 10. SafeSlide Quote
 - 11. Splashtacular Estimate
 - 12. Sunbelt Quote
 - 13. Alden Quote
- Supervisors Requests
- Audience Comments

Adjournment



BEACH COMMUNITY DEVELOPMENT DISTRICT

Consideration of the Minutes of the December 6, 2021, Board of Supervisors' Meeting

MINUTES OF MEETING

BEACH COMMUNITY DEVELOPMENT DISTRICT SPECIAL BOARD OF SUPERVISORS' MEETING MINUTES Monday, December 6, 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 (via phone)

Venessa Ripoll Assistant DM- PFM Group Consulting LLC

Wes Haber District Counsel- Kutak Rock LLP (via phone)
Scott Wild District Engineer- England-Thims & Miller, Inc. (via phone)

Jake Card Advanced Security Specialist Consulting LLC

Mike Veazey ICI (via phone)

Various Audience Member Present and Via Speakerphone

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called to order at 5:26 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

Mr. Ripoll opened the floor for public comments on the agenda.

Mr. Rosborough stated he would like to hear the Board comment on agenda items before he adds his comments.

A homeowner had questions about the Amenity Facility Policies. It was asked if the highlighted items are to be removed or enforced. Ms. Ripoll stated the areas that are

highlighted are being added to the Amenity Facility Policies and some of them are being enforced. Ms. Carvalho stated there will be a public hearing on the adoption of the Amenity Policies in which specific questions about the Amenity Policies will be further discussed and the public can ask questions. There will be a time a later in this meeting for public comment on the Amenity Policies.

There were no other public comments at this time.

SECOND ORDER OF BUSINESS

Administrative Matters

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

The Board reviewed the minutes of the October 11, 2021 Board of Supervisors Meeting.

On MOTION by Ms. Tondi, seconded by Ms. Papelbon, with all those in favor, the Board approved the minutes of the October 11, 2021 Board of Supervisors' Meeting.

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

The Board reviewed the minutes of the November 3, 2021 Continued Board of Supervisors Meeting.

On MOTION by Ms. Papelbon, seconded by Dr. Renn, with all those in favor, the Board approved the minutes of the November 3, 2021 Continued Board of Supervisors' Meeting.

Consideration of the Minutes of the November 8, 2021 Board of Supervisors' Workshop Meeting The Board reviewed the minutes of the November 8, 2021 Board of Supervisors' Workshop Meeting.

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

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

The Board reviewed the minutes of the November 15, 2021 Special Board of Supervisors' Meeting.

On MOTION by Dr. Renn, seconded by Ms. Papelbon, with all those in favor, the Board approved the minutes of the November 15, 2021 Special Board of Supervisors' Meeting.

THIRD ORDER OF BUSINESS

General Business Matters

Update on the Vesta Properties Transition

Ms. Tondi asked if District Counsel contacted Vesta about specifics regarding the benefits package. There was a question about the vacations and paid holidays. Ms. Tondi noted in reviewing the previous meeting minutes, the minutes reflected that Ms. Tondi questioned certain details about the benefits package. During that same meeting, Mr. Howell provided an answer to several questions regarding the benefits package. Ms. Tondi requested a copy of Vesta's Benefit Package to be included as part of the record keeping for the District. Mr. Deary stated he will provide that to the Board.

Mr. Haber stated after the last meeting and before this meeting, he worked with representatives of Vesta, PFM, and the Board Chair to put together an agreement between the District and Vesta for services to the District. There were several provisions

in the initial agreement that the Chair did not agree with and questioned. The last motion on this agreement was to approve Vesta and authorize the Chair to review and finalize the Agreement. Mr. Haber drafted the Agreement to be as clear as possible regarding compensation. After speaking with Ms. Carvalho and Ms. Tondi earlier this afternoon, Mr. Haber advised the best approach would be to provide a copy of the Agreement to the Board, providing a summary of the compensation package under the Agreement. Once the agreement is presented to the Board, Mr. Haber suggests both parties engage in dialogue to come to a mutual understanding of the Agreement.

Mr. Haber stated this agreement differs from a traditional agreement for services in that there is a chart in the agreement which has three different columns for three different years. The chart lists the positions of those who will be providing services and includes Vesta's best estimate of what it will cost to provide all services. Unlike the typical Service Agreement, this Agreement does not guarantee the District will be provided services if the cost those services extends beyond what is listed in the Agreement. The Agreement serves as an acknowledgment that the CDD and Vesta are going to work together to try and have all services provided for the agreed upon amounts. If Vesta fails to provide services, the District can choose to terminate the agreement if it chooses to do so. If Vesta can provide all services for less than the estimated amounts in the chart, the District will experience those savings. If the cost to provide the services is greater than these estimates, then the District will either need to pay more or they may need to make cuts in other areas. The District will only pay the actual service costs and expenses associated with employing the individuals who are providing the various services under the Agreement. Vesta will provide the District with detailed timesheets showing the exact costs they incur from employing the individuals that provide the services under this Agreement. Vesta has the right to determine the salaries and benefits of its employees.

Mr. Haber noted a question was asked from the Board about vacation time included in the Agreement. If a full-time employee provides services, the District will pay the full salary for that employee. That employee will be entitled to vacation time of two weeks per year. For those 10 business days the employee is on vacation, the District will still pay that salary. If the District thinks it needs someone to work in the facility while an employee is on vacation, there will be an additional cost to pay for the person who is filling in while the full-time employee is on vacation. Mr. Haber stated full-time Vesta employees are entitled to two weeks of vacation time. Any amount that Vesta is paying to its employees to provide services will be passed onto the CDD plus \$.03 on the dollar. It was noted that Ms. Tondi had questions about the full understanding of Vesta's employee benefits. Ms. Carvalho stated Mr. Deary sent her the Benefits package and Ms. Carvalho forwarded the document to the entire Board, copying Mr. Deary and Ms. Ripoll. Ms. Papelbon stated the estimates in the chart include the benefits.

Mr. Deary explained when a Full-time Manager goes on vacation, they typically do not replace that person. Regional support comes into play. They may or may not work on or off-site. If there is a situation of an extended absence, Vesta will look for other arrangements for a temporary replacement employee. When an hourly employee who is sitting at a desk and maintaining access to the Amenity Center goes on vacation, another person will be assigned to perform those duties. It is anticipated the replacement employee will be at the District's cost. It is difficult for Vesta to determine what costs will be in three years, but they will work to come in at the District's budget. A discussion took place about the District's budget. Mr. Deary stated they are partners in the District's budget process.

Ms. Tondi questioned how employees taking holiday vacation will impact the season when people want to use the District's Amenities. Mr. Deary clarified employees receive 8 established holidays and 2 floating holidays where employees can take vacation. It was stated just because Vesta has 10 holidays offered to employees, does not mean the Amenity Facility will be unstaffed.

Mr. Haber referenced Exhibit A in the Agreement and noted there can be additional detail added to the Exhibit. Exhibit A is not yet fully prepared. As the District continues to work with Vesta on facility management, there can be a more meaningful understanding of the project before Exhibit A is finalized.

Mr. Deary stated Leland has been gracious with the turn-over of management services and is working to get all necessary information to Vesta before the official start date. There was a discussion about the official start date for Vesta. There was confusion about the start date being December 13, 2021 or December 16, 2021. It was agreed that Vesta will look back in the minutes to ascertain the correct start date.

Ms. Papelbon questioned the District Management company being specifically identified in the contract. Mr. Haber clarified the District Manager is a defined term as outlined in Florida Statute. Customarily, using the general term relieves the District of having to adopt an amendment to the contract if the District Management company were to change. Ms. Carvalho suggested the Board keep the District Manager designation as a general term in the contract.

Vesta discussed the sharing of revenues from programs. It was clarified the District can conduct surveys to poll the community of desired programs.

Ms. Tondi questioned the payroll deposit in the Vesta contract. Vesta explained the payroll deposit is an estimated amount. The District will only be billed for the payroll hours actually used. Ms. Tondi asked if District staff had questions or comments about the payroll deposit request. Mr. Haber and Ms. Carvalho stated the payroll deposit is common practice and they saw no problem with the payroll deposit request.

Vesta explained the hiring of employees for the District. It was clarified Vesta will handle any issues with employees of the District. The Board will decide on policy, while Vesta handles management. There was an audience question about Board member payments from Vesta. It was clarified none of the Board members receive compensation from Leland or Vesta for services rendered. Ms. Carvalho stated there are no additional fees the District is paying for services rendered.

Mr. Haber stated the Board seems to have a conceptual understanding of the agreement with Vesta and suggested the Board move forward with getting the agreement finalized.

Mr. Veazey questioned the negotiability of the salary payment cost and profit margin to Vesta. Vesta stated they would need the specified percentage in the agreement to cover all payroll costs. Mr. Veazey stated the amount in the contract is excessive.

Mr. Haber stated there was a motion to sign the Vesta contract at the previous meeting. The contract is scheduled to be signed before the next meeting. It was asked if Ms. Tondi had any reservations about signing the contract. Ms. Tondi stated she was not completely comfortable with the contract but would defer to other Board members for their decision. Dr. Renn stated the Board would listen to audience comments on the Vesta agreement.

There was an audience comment outlining the many areas of liking and concerns of the Vesta agreement. The commenter expressed the finance committee group recommends the Board execute the contract with Vesta.

Mr. Haber stated the proposed budget is not finite and Vesta is providing the best estimate on all costs presented. Either the CDD will pay more or there will be less services. The budget is an estimate not the actual cost for all services. Ms. Tondi made a comment about staffing issues as it relates to time off indicated in the Vesta contract. Dr. Renn encouraged audience members to comment on the contract. The was an audience comment that recommended the Board execute on the contract.

Mr. Haber stated there will be changes in the contract and recommended another Board member, besides Ms. Tondi, to have final authority to review and sign off on the finalized contract.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board appointed Ms. Papelbon to have final authority to review and sign off on the finalized Vesta Properties Contract.

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

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

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board opened Public Hearing on the Revised Amenity Facility Policies.

There was an audience question about the waiver liability. Ms. Tondi explained all homeowners will receive the waiver in a welcome packet that is to be signed. There were audience comments about the enforceability and responsibility of the waiver. Ms. Carvalho explained the policies will be fine-tuned with Vesta. For Vesta to enforce policies, there has a to be policies and processes in place. An audience member stated the waiver is premature as there are no processes in place to enforce the policy. The audience member further commented that the policy is restrictive. Dr. Renn asked if there was anyone who thinks guest should not have to sign a waiver and release of liability. An audience member stated they do not think guests should sign a waiver because it is not enforceable. There were questions about where the guests would sign a waiver and who would be responsible for encouraging guests to sign the waiver. Ms. Carvalho stated policies can always be amended. The policy is a fundamental piece of enforcement and the processes can come later. There was another audience comment about usage of the event lawn and who will enforce all users of the lawn to sign the waiver and pay the usage fee. Ms. Tondi clarified there is no fee to use the event lawn but there is a deposit. All guests using the lawn need to come in to put down the deposit and residents are responsible for their guests.

A Vesta representative recommended the Board take no action on the waiver today. It was suggested the Board allow Vesta a few weeks to come in and evaluate. There were

examples given by the audience of how residents and guests use amenities. One audience member expressed embarrassment at having to ask their guest to sign a waiver and release of liability. Dr. Renn questioned how the waiver and release of liability policy came to be included in the revised Amenity Policies. Mr. Haber could not recall when the waiver was asked to be included in the Amenity Policies. Mr. Haber explained the waiver and release are standard among other Districts. It is also fairly standard for there not to be the greatest control over the waiver and liability policy. The waiver and liability document provides a defense to a lawsuit that may arise.

Ms. Carvalho recommended the Board to continue the discussion on the Amenity Policies during the next meeting.

On MOTION by Dr. Renn, seconded by Mr. Kounoupas, with all those in favor, the Board continued the Public Hearing on the Revised Amenity Polices to February 7, 2022 at 5:45PM at this location.

There was a comment from the audience about an experience their son had at the tennis court. It was explained a resident told the person's adult son they need a resident to accompany them at the tennis court. On another occasion, the son was removed from the tennis court by staff. The son does not live with the commentor but was vising the tennis court. The commentor stated the guest policy has no age requirement specified in the document. It was questioned if all residents are expected to walk adult guests to all amenities to ensure those guests can use the amenities with no problems. Dr. Renn stated it is not the intent of the Board to have residents act as security or a police force. It was confirmed by the Board they will take the point of guest passes over a certain age into consideration as the Board continues to work with Vesta on the revision to the Amenity Policies. The guest policy needs to be clarified and then a plan to enforce the policy will be established.

A commentor questioned if any guests who are visiting residents can have unrestricted access to all facilities. There was a question about how long a guest pass can be valid and if there are any requirements of at least one overnight stay to be considered a guest. A Vesta representative requested additional time to assess the policy and make recommendations.

Mr. Card with Advance Security Specialist explained the interaction he had with a previous commentor's son. It was stated security responsibilities need to be solidified and enforced to be fair to all residents and guests. A discussion ensued about resident versus guests

using amenities as there are inconsistencies with what is included in the policy and what the signs on the amenity are advising.

Ms. Tondi mentioned an issue with the tennis courts being filled with people. A commentor clarified the number of people on the tennis courts when a tennis coach is present, who residents hire to teach them tennis skills. Another commentor clarified the hour time limit on the tennis courts.

The Board confirmed they will regroup to establish equitable policies and ended the conversation pertaining to the revisions to the Amenity Policies.

Consideration of AT&T Easement

The Board reviewed the AT&T Easement. Mr. Haber explained the easement request is related to the installation of lines for cable and internet services. Utility providers have the right to install those improvements. In addition to the language on the plat, AT&T would also like to have this form of easement to go over the particular roadways outlined in the easement. The easement has been granted to prior sections of the neighborhood. The easement request currently before the Board is a follow up to an already denied easement request.

Mr. Veazey explained this is not an easement over the entire parcel but rather an easement over roadways already identified on the plat. It was clarified not having this easement will restrict resident options for cable and internet services.

On MOTION by Ms. Tondi, seconded by Dr. Renn, with all those in favor, the Board approved the AT&T Easement.

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

The Board reviewed the Warranty Deed for Parcel GH (Bella Nina). Mr. Haber explained the language in the very first plat of the community did not include the same language as other plats. This issue was brought to the developer's attention by a resident. As a result, the developer has agreed to provide the necessary conveyances as evidenced in the deed. It was clarified the deed covers all of the common areas, Parcels G and H, and the road right ways. Ms. Tondi asked if the deed comes with any negatives on the community. Mr. Haber replied no. This is more of a correction to an oversight regarding the outlined

areas and parcels in the deed. Ms. Tondi asked if the District is taking on this cost prematurely as the community is still under development. Mr. Veazey replied all parcels in the deed are finished and the CDD is currently maintaining these areas. There is no known downside of the CDD maintaining these areas. There is an advantage to the CDD owning the areas outlined in the deed.

There was an audience comment about this same situation happening in the future for other parts of the community regarding additional transfers. Mr. Veazey explained this is correct and the transfer of some streets and areas are pending.

Ms. Tondi asked if the District had any recourse on the ongoing cost of operation and maintenance of the easement. Mr. Veazey explained he is unable to say for sure if there is any recourse for the District.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved the Warranty Deed for Parcel GH (Bella Nina).

Review of Mr. Garcia gate repair invoice

Mr. Garcia was not present at the meeting. Ms. Tondi explained the business owned by Mr. Garcia damaged the gate and the business was billed for the damage. Mr. Garcia challenged the cost of the invoice. This item was tabled.

Review of Mr. Elderdice guest pass concern

Mr. Elderdice spoke about this during the Public Hearing. Since the Public Hearing was continued to the meeting in February was no other discussion on this topic to address with the Board.

Update of the Finance and Task Force Group

The Finance and Task Force Group presented recommendations to the Board. It was recommended the District undertake a reserve study. Ms. Tondi explained the Board previously turned down a reserve study but can be readdressed by the Board in the future.

The Finance and Task Force Group noted a \$60k invoice for the pool slide repair. It was recommended the Board evaluate and repair the pool slide. Ms. Tondi explained where the pool repair invoice came from and requested that Ms. Carvalho send the proposal to the Board. Ms. Carvalho explained there are 2 options included in the repair proposal and confirmed the proposal would be sent to the Board. Ms. Tondi clarified the slide is safe to use. The Board agreed a reserve study is needed.

The Finance and Task Force Group recommended the resignation of one of the Board members, Mr. Hagan, due to the lack of participation to the Board of Supervisors meeting. It was stated that Dr. Renn is a member of the Group and Ms. Papelbon is also a member of the Group. Ms. Carvalho stated the Finance and Task Force Group has not been acknowledged by the Board therefore the group can take whatever action they choose with the members of their group. It was recommended the Board not make a motion to remove any person from the group. The key is that 2 Board Members cannot have any conversation pertaining to the District outside of a duly noticed Board Meeting. It was stated by the group that Dr. Renn will not be involved in the group discussion to adhere to the Sunshine Laws. Mr. Haber remined the Board that Mr. Hagan is an elected official as a Board member. Mr. Haber has spoken with Mr. Hagan about the desire of the finance group and Board of Supervisors for Mr. Hagan to resign. The Board does not have the capability to remove Mr. Hagan and Mr. Hagan does not have any intention to resign. It was asked if Mr. Haber can send a letter to Mr. Hagan about removing him from his seat. Mr. Haber expressed reservations about getting too forceful with Mr. Hagan in communications about resigning because Mr. Hagan is still an elected official. It was clarified Mr. Hagan's seat is up for election in November 2022.

The Finance and Task Force Group asked about the status on the JEA credit. Mr. Tondi explained the District can only receive credit once per year and explained taking the credit can impact future projects. The credit status is ongoing.

The Finance and Task Force Group evaluated several District vendors and recommended contracts with District Management, landscaping, pool maintenance and gate companies all need to be evaluated by The Board to possibly make future changes. Ms. Papelbon explained the District has received several proposals for District Management and an RFP for these services are not needed. Mr. Haber explained the significance of a formal RFP and the actions needed during the RFP process. Only contracts that are \$195k or above need a formal RFP process. Ms. Tondi stated the Board needs to see how well Vesta works with PFM before taking any actions on changing the District Management Company. The Board has already agreed to go for an RFP for the landscaping company.

Ms. Carvalho explained the Field Services that were rendered by Leland Management was not something PFM was involved with. It was clarified PFM brings all issues to the Board's attention and the Board then votes on solutions. A distinction and separation between PFM and Leland Management was made.

A commentor stated there is a plan to put apartment buildings up near District property. It was explained there is a plan to put a 250-unit apartment building near the church and the residents of that apartment building will be able to see some of the District property. The commentor wanted the District to be aware of these plans.

FOURTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel -

Mr. Haber discussed the various Statutory updates for the 2021 Legislative Session. Regarding public notices, the District can publish on the newspaper's website but needs to still publish in the printed newspaper once per week. Regarding a study and filing a report to the state for any unit of government that operates stormwater systems, it was recommended the District request a proposal from the District Engineer to perform these services and provide the necessary study and report. There is a June 30, 2022 deadline to submit this report. As to how Districts pay contracts, there will be a Resolution presented to the Board to address the changes in the Prompt Payment Act. He updated the Board regarding the public record law, there are certain public officials who are exempt from certain public record law and there has been a change to the law to make sure those individuals are kept exempt. The Board agreed to proceed with the request for the District Engineer to perform the study and provide the necessary report as outlined by the updated statute.

District Engineer -

No Report

District Manager –

Ms. Ripoll announced the next Workshop meeting to be held on January 3, 2022 and the Board of Supervisors meeting to be held on February 7, 2022. Ms. Carvalho updated the Board on the procedure when a Board member resigns from the Board in between meetings. If and when there is a Board member who resigns from the Board in between meetings, District Management will send the resignation to the remaining Board members and send the E-blast to residents that are interested to submit their intent to serve on the Board.

On MOTION by Ms. Tondi, seconded by Ms. Papelbon, with all those in favor, the Board approved District Management to send an Eblast to residents in the event there is a Board member who resigns in between meetings so the District can collect resumes from interested residents to fill the vacant Board seat and the Board review and consider those candidates at the next Board Meeting.

Ms. Carvalho requested the Board to consider the issuance of the debit card to the respective employees with vesta Properties, Elizabeth Myers and Ron Zastrocky.

On MOTION by Ms. Tondi, seconded by Mr. Kounoupas, with all those in favor, the Board approved to issue debit cards to Elizabeth Myers and Ron Zastrocky with Vesta Properties for a not to exceed purchase amount of \$1,000.

Field Manager- No Report

Audience Comments and Supervisors Requests

There was an audience member comment about the timeline to return a deposit that was made to use the pool area back in October. Ms. Carvalho stated she is unable to comment about the particular deposit in question, but Ms. Carvalho will send an email to the District Accountant to get a status update on the deposit.

There was an audience comment about trees growing over powerlines in the community. Ms. Tondi clarified she will reach out to the landscaping company to get those trees cut.

There was an audience comment about the amenities center being locked. It was suggested residents and guests use a code for access to the amenities center. Ms. Tondi explained there is a request form for residents to propose changes.

There was an audience comment about a drainage issue behind the basketball court. Dr. Renn stated he met with the District Engineering Firm and there is a proposal that is being prepared to address the primary concern of the drainage issue near the basketball court. It was estimated it would cost about \$11k-\$17k to repair that drainage issue. A commentor stated Mr. Veazey sent an email about covering the cost of the drainage issue. Dr. Renn stated the Board will present the letter to Mr. Veazey and request his company cover the drainage repair cost. The commentor will send the email from Mr. Veazey to Dr. Renn.

Ms. Papelbon stated she would like to rescind her comment from the last meeting pertaining to compensation and is now requesting to receive compensation of \$200.00 per BOS and Workshop meeting. In addition, Ms. Papelbon questioned why meetings are at 5:15pm and requested the next Board of Supervisors' meeting time change to 5:45 p.m. The Board agreed to keep the Workshop meetings at 6pm and change the Board of Supervisors meetings to 5:45pm.

Lastly, Ms. Papelbon questioned the District receiving donations from vendors. Ms. Tondi stated Sun State is providing the District with a sign donation. Mr. Haber was not aware of any donations regarding the District. Dr. Renn expressed discomfort with asking vendors for donations. Mr. Haber stated there is no law restricting the District from receiving donations from vendors. Ms. Tondi stated she had discussion with Sun State for the sign donation but has not officially received the donation. The Board agreed not to accept the sign donation from Sun State.

Ms. Tondi asked Mr. Haber the status of the letter being sent to the landowners' entity in contribution of the cost to the maintenance of the Tamaya Blvd. Mr. Haber stated the letter has not been sent but an update will be provided to the Board within the week.

Ms. Tondi explained the security guards are being verbally assaulted by residents and wanted to make sure the resident bar codes are being enforced. There was a document created that explained how to use the barcodes and the repercussions to residents who are not using the barcode. There was an audience comment on putting bars at the guest gate entrance. Ms. Tondi explained there was a quote requested to install a gate arm at the guest lane entrance. The security guards will complete rounds of the community with the golf cart and the call box will be utilized during that time.

Ms. Tondi explained a situation with a family who has violated several community policies. There has been an incident report completed, the family has received letters from the District, and the security guards will be contacting the police if they are any future issues with this family. Mr. Haber advised the Board that District staff can implement suspensions from use of facilities for any problematic residents and then the Board can decide on further actions to be taken. The Board should be consistent with sending letters, enforcing policies, and enforcing penalties for policies that are not adhered to. Ms. Carvalho confirmed the policy states the process of suspension and privilege but does not stipulate the actions on the number of violations. The Board can make that determination when finalizing the Amenity Policies.

| FI | FTH | ORDER | OF E | BUSINESS |
|----|-----|-------|------|----------|
| | | | | |

Adjournment

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

| December 6, 2021 Beach Community Demociting was adjourned at 8:04 p.m. | evelopment District Special Board of Supervisors |
|--|--|
| | |
| Secretary/Assistant Secretary | Chairperson/Vice Chairperson |

On MOTION by Mr. Kounoupas, seconded by Ms. Tondi, with all those in favor, the

BEACH COMMUNITY DEVELOPMENT DISTRICT

Consideration of the Minutes of the January 3, 2021, Board of Supervisors' Meeting Workshop

MINUTES OF MEETING

BEACH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' WORKSHOP MEETING MINUTES Monday, January 3, 2022 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 Papelbon Assistant Secretary
Robert Renn Assistant Secretary

Also present and or via speaker phone:

Venessa Ripoll Assistant DM- PFM Group Consulting LLC (via phone)

Steve Howell Vesta Properties
Elizabeth A. Myers 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 6:06 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. Donahue stated the December financials reflect a Leland Management payment for services however, there were no December services rendered from Leland Management. Ms. Ripoll stated she will confirm any possible payments made to Leland Management during December 2021.

Mr. Donahue stated there are grove bars that support the trees that were put in seven years ago, but the bars are no longer supporting the trees and they are an eye sore. The Board stated they will address that issue during the workshop meeting.

A resident asked if there was an RFP out for District Management services or will there be an RFP in the future. It was clarified there is a Finance Task Force Group that is evaluating vendor contracts and they will meet on that issue during the task force meeting taking place on another date. The items discussed during that task force meeting will then be presented at the Board of Supervisors Meeting.

Homeowner asked about the gate repairs. It was clarified there is an agenda item discussing the gate that will be addressed during the workshop meeting.

Homeowner asked if there was an item to address the firearm policy. It was clarified that issue is on the agenda. Homeowner addressed a concern about sending emails regarding firearms.

SECOND ORDER OF BUSINESS

General Business Matters

Chair's Recap and Turnover Items

Ms. Tondi explained she will be providing the Board with a year-end recap. Ms. Tondi explained a glass, high-top table was broken on the Palm Court. A quote to replace the table has been turned over to Ron Zastrocky.

M. Tondi explained there are chair cushions that need to be replaced. The information and quotes to replace the chair cushions have been turned over to Ron Zastrocky.

Ms. Tondi explained there was a discussion about providing the security guards with a golf cart to roam the property at night. On an average night, security admits about 7-15 cars between the hours of 11pm-4am. After consulting PFM and the insurance company, the golf cart needs to be gas. The current golf cart is electric and takes 8 batteries. The golf cart is unable to be charged up to go through to the community. Mr. Card is working on a solution for the security guards to roam at night.

Ms. Tondi announced the items being presented are budget items that need to be considered in the next few months for the 2023 Budget.

Ms. Tondi stated there was an instructor involved accident where a door was damaged. The instructor has been unreachable. The repairs for the door were \$4,679.33. The insurance company will give the District a return of \$1,500 to cover part of the door repair cost. Negations took place with the insurance company where a settlement was offered for \$3,000. The District Counsel advised the District not to accept the settlement. The District is waiting to hear back from the insurance adjustor regarding a reevaluation of the door value. The matter needs to be closed so the District is hoping to touch base with the instructor who was involved in the accident or the insurance company of the instructor. The instructor taught a boot camp class. The instructor did not sign a contract. The District Counsel advised regardless of the instructor signing a contract, the instructor is responsible for the broken door. Ms. Ripoll confirmed this item will be on the February meeting agenda for an update.

Ms. Tondi stated the ICI marketing department donates funds for District events. The donation amounts have been decreasing. There was a donation amount pledged from ICI for \$12,000. There was a catering invoice for the October Fest submitted to ICI that was denied. It was discovered that ICI was going to seize all funding due to issues with producing events that fail to bring the necessary numbers as well as invoicing issues. After meeting with ICI to address and correct several issues, the \$12,000 annual donation pledge has been reinstated. There is a meeting on January 7, 2022 to finalize everything. The District was also reimbursed about \$3,600 on the final quarter.

Ms. Tondi announced the landscaping letters for the contribution of the Tamaya Blvd. from the respective entities are in the final stages. If the letters are successful, the District is hoping to get some return on the costs involved with maintaining the west side of the Tamaya boulevard. If the landowner entities decides not to participate, the District has the right to stop maintaining that side of the street. There have been lengthy calls and discussions with ICI. It was stated that Mike Veazey is the liaison for the District. A resident asked about the agreement to maintain the road and who owns it. Ms. Tondi stated that agreement to maintain the street was made with the developer Board before the Board transitioned to the residents. The District does not own the road. Ms. Tondi explained the Board can make the decision to change the agreement. It was requested this issue be included on the agenda for discussion during the February meeting.

Ms. Tondi stated Sun State has been with the District since day 1 but an RFP needs to be done to analyze numbers and compare offers. The RFP process was halted due to a \$12, 500 cost presented from the District Engineer. Mr. Veazey has provided the maps so the District can move forward with the RFP. Ms. Tondi explained the tree bark was never in the initial contract for the vendor to take down what they installed. The contract on getting items replaced, like dead bushes, was a verbal contract made with the Board Chair. It was

asked if Sun State had completed the work in the contract. Ms. Tondi said there are a few things left to address with Sun State in which she will follow-up accordingly.

Ms. Tondi stated Leland Management has some challenges regarding billing. The Board confirmed there were no December invoices from Leland.

Ms. Tondi announced there are problems with the cameras. The cameras are offline. Ms. Tondi noticed a directional sign was knocked down and damaged. There were no cameras to see who damaged the sign. It was reiterated that cameras are offline. There are no cameras at certain areas of the community that should have cameras. It was clarified that Ron Zastrocky is working on analyzing the camera issues.

A Board Member questioned the \$2,000 credit from Leland Management. The credit will be applied to outstanding invoices.

Ms. Tondi stated there were conference calls about the sign proposal. There was a larger sign ordered that will be placed farther back from the road so there is a lesser chance of the sign being hit. There will also be directions on the sign. The sign cost has been negotiated from \$1,200 to \$700. The signs will be installed in the next week. Dr. Renn asked which line item contains the sign cost. Ms. Tondi stated she was unclear where the sign cost is coming from. Dr. Renn asked Ms. Tondi if she consults with the District Accountant, Amy, once an expense has been paid. Ms. Tondi stated that she does not. It was assumed the sign cost fell under maintenance. Ms. Tondi asked District Staff to comment about the maintenance line item. Ms. Ripoll confirmed that the sign cost falls under the maintenance line item. There is a general maintenance line item in the O&M FY2022 Budget, but the Board needs to ensure there are enough funds in a budgeted line item before spending. Ms. Tondi asked for the amount budgeted for maintenance in the current budget. Ms. Ripoll replied there is \$8,000 in the general maintenance budget. There are other maintenance items related to amenity expenses, so the Board needs to be specific when referring to budgeted line items. Dr. Renn suggested there should always be a discussion about expenses with the Board and District Staff before the expense is incurred. A resident commented about expenses. Ms. Tondi stated she is working on categorizing the budget line items.

Ms. Tondi stated the District received several quotes for pressure washing that were obtained by Leland and the Ms. Tondi. Ms. Tondi stated the final work done was a cost savings over the quotes that Leland received.

Ms. Tondi stated there was a misconception regarding the JEA bills. The District has stabilized the JEA bills. Discovery was made of irrigation issues. The District Engineer,

ICI, and the Board Chair are looking into well pumps from the pond to help offset the JEA bill. JEA was in the community to analyze the issue. It is anticipated the District will save at least \$10,000 with the offset bill. There is an irrigation specialist who is also working on the issue.

Discussion of Gate Repairs

Ms. Tondi announced there was an incident at the gates where a resident was rude with a security guard. The security guard involved had to take a few days off following the accident. The resident wanted to use the guest lane rather than the resident lane. Ms. Tondi asked Ms. Ripoll to put the item on the agenda for the next meeting so the Board can ensure that it is mandatory for residents to use the residential lane. Ms. Tondi explained the exit gate gets stuck open so when that happens, the security guard puts a cone in that lane to manage the bump offs. During the time the security guard is doing that, many residents go through the guest lane. This causes a dangerous situation. Possible changes and solutions will be reported back to the Board. It was reiterated the cameras are offline. It was suggested announcements be made to urge residents to use the call box so the security guard can safely step away to manage the stuck exit gate. A discussion took place about how to use the call box. There are still issues on the gates when there is heavy rain and saturation. A solution will be presented to the Board at a later date.

Ms. Tondi announced there is an issue with lighting on a wall close to the main entrance of the District. It is believed the homeless community may be cutting and stealing the lights. The area was evaluated, and the area is hot due to the cut wires. The area is maintained by the District. Dr. Renn suggested that Ms. Tondi get a solution to preventing the lights from being cut again.

Ms. Tondi announced the spikes have been replaced for \$300. There is a request for Mike Veazey to cover the spike costs. The negotiations are ongoing. The spikes are color coordinated with other items at the entrance.

Discussion of the Golf Cart Insurance

Ms. Tondi reiterated thoughts on the security guard using a golf cart to roam the property at night. The golf cart used currently does not fall under the qualifications to function in that way. Dr. Renn asked if the proposal was to buy a new golf cart to execute Ms. Tondi's

idea. Ms. Tondi said a gas golf cart was an option and other options are in the works as well.

Discussion of Firearms Emails

Ms. Papelbon asked what precipitated the firearms email. Dr. Renn asked who on the Board was consulted before the email was sent. Ms. Tondi replied that an anonymous tip came in about firearms being on the District property. The District Counsel was consulted about the firearms policy. The District Counsel advised that firearms are not allowed on the grounds. Ms. Tondi explained an email blast was sent stating the documents reflect firearms are not allowed but those documents are being updated. It was clarified the first email had incorrect information, so a second email was sent. Ms. Papelbon expressed concern about the email. It was not known by the Board that an email was going to be sent out. A discussion took place about how to respond to resident concerns. Dr. Renn expressed concern about the email being signed as CDD Staff. It was requested all Board members be abreast of a hot button item before any decisions are made or correspondence sent. Emails are public record so it was questioned whether a tip can be anonymous. Dr. Renn asked if the email came in anonymously or did the person who sent the email want to remain anonymous. There was a further question about who received the anonymous email about firearms. Ms. Ripoll replied that she was unable to find an email with the tip, but she does see correspondence about the email that was sent to the residents. Dr. Renn requested the Board is provided with additional information about the anonymous tip. Ms. Tondi asked Ms. Ripoll what the Board needed to do and does the Board need to be notified when something like this occurs. Ms. Ripoll replied yes, the Board should be included on all items

Ms. Papelbon asked if a Special Board meeting can be called to deal with a pressing issue. Ms. Ripoll reminded the Board about the Sunshine Law and the Board needed to post notice of any Board meeting at least 7 days before the meeting. Dr. Renn stated he is eager to receive information on who the individual is who called in the firearms tip. Ms. Ripoll confirmed she would provide any data she can find regarding firearms. Dr. Renn asked if a workshop meeting can be continued. Ms. Ripoll replied that she has not seen a workshop being continued but the Board can continue the meeting to another day if they would like.

Dr. Renn asked Ms. Tondi if the Board had her pledge to consult with the Board before sending mass correspondence and about any issues. Ms. Tondi replied, yes. Dr. Renn asked Ms. Tondi if she wrote the email about the firearms. Ms. Tondi replied she did not write the email. Ms. Tondi stated she could not recall who created the email. It was conveyed that it may be a blessing that a mistake in the rules was caught.

Discussion of Board of Supervisors Duties

Ms. Papelbon expressed confusion about her duties on the Board as a new Board member. Ms. Tondi replied that Ms. Papelbon was given a printout sheet and she should have received a packet of what the duties are. Dr. Renn clarified that Ms. Papelbon wanted to know who is responsible for each area of the community. Ms. Papelbon is the liaison for the Budget and Finance task force group. Ms. Tondi clarified that task force is not recognized by the Board. Ms. Papelbon stated Ms. Tondi needed help with tasks and questioned what her role is. Ms. Tondi stated Board members can get involved as much as they would like. There was clarification on the purpose of Board meetings and how Board members are assigned responsibilities. Dr. Renn asked about his responsibilities with the athletic facilities. Ms. Tondi stated she did not know if that was finalized and asked Dr. Renn what he has done with that role. Dr. Renn stated he wanted the responsibility of the athletic facilities. Ms. Tondi asked what needs to be done to finalize Dr. Renn as overseeing the athletic facilities. Ms. Papelbon stated she was told to facilitate the finances. Ms. Tondi said that was not a Board recognized responsibility. Dr. Renn stated the last meeting's minutes should reflect his appointment overseeing the athletic facilities. It was questioned as to why Board Members are not involved. Dr. Renn stated he tried to do some things but there was a conflict with Ken, at the Fitness Center. Ken was told he can only take direction from Ms. Tondi. Ms. Tondi stated she had not heard anything about that issue, and she had no problem with Dr. Renn overseeing the athletic facilities. Ms. Ripoll stated Dr. Renn is going to oversee the amenities as it states in the minutes. Dr. Renn wanted to clarify he is going to oversee the athletics facilities.

Ms. Tondi asked Ms. Papelbon if there was a certain area she wanted spearhead. Ms. Papelbon replied she wanted to be aware of what is going on with District business. Dr. Renn clarified with Ms. Tondi that when a resident comes to her about something regarding the athletic facilities, she can refer them to Dr. Renn as a point of contact. Ms. Tondi confirmed yes.

There were comments from the audience.

Ms. Tondi asked Ms. Ripoll to add an agenda item for the next meeting to appoint a budget and finance person.

Dr. Renn clarified that a resident can send information to all Board members without replying all.

Discussion of the Vesta Agreement, Exhibit A & B

Ms. Papelbon presented the Vesta Agreement and Exhibits. It was stated the Exhibits were not available when the agreement was signed. The Board had limited time to sign the agreement. Jay King with Vesta gave an update about the agreement and the timeline of the agreement with the Exhibits.

Discussion of Pool Slide Incident

Ms. Papelbon informed the Board there was an incident involving 3 residents using the pool slide. Ken completed an incident report. Ms. Papelbon demonstrated how the slide is configured. Ms. Papelbon stated there are currently no solutions on what to do to deter the slide incidents. It was asked if the Board wanted to charge the residents \$1,500 for an investigation into the incident.

Dr. Renn asked about a previous incident at a 16th birthday party and if those residents were charged \$1,500, as the incident was on video. Ms. Tondi said yes, the District was paid by the residents. There was a comment from the audience saying those residents did not pay. Ms. Tondi confirmed the residents paid. It was clarified that another incident occurred. Dr. Renn asked why the names of individuals involved in the incident are being protected. Ms. Tondi replied that the names of those involved are in the incident report. The residents were contacted. They are denying any allegations. Ms. Tondi requested the report and outcome of the report be released to the Board. Ms. Ripoll reminded Ms. Tondi that everything is public record, and the requested information can be released. Ms. Ripoll stated the Board can be updated on any all-Board business. Dr. Renn asked what the status was of holding the residents accountable who were involved in the last slide incident. Ms. Ripoll stated the incident is still under investigation. It was stated the camera footage is unable to be released. Once the incident is investigated, the proper parties who are identified in the video, will be notified to contact District Management. The amenity privileges of these residents can be revoked by the Board if it is proven they damaged the slide. Dr. Renn requested a date the investigation will be completed, and the Board can expect to receive an update. Ms. Ripoll stated there will be an update by this Friday, January 7, 2022 sent to the Board by District Management.

There was an audience comment about the condition of the slide. The Board is taking the slide condition into consideration and will determine if there is a functional problem with

the slide. Vesta Management will provide more information on the slide during their agenda item presentation.

Vesta Management Update

Representatives from Vesta Management were present and provided the Board with an update on their management services from the last two weeks they have been contracted by the District.

Vesta Management provided a staffing update. A part time staff member, responsible for assisting Ron Zastrocky in the fitness areas, has been identified.

There was an update on the pool. The Board was provided with information about the vendors, chemicals, and equipment used in the cost of pool maintenance. There was a recent savings in pool maintenance costs. There was an update on the slide. Dr. Renn questioned the safety of the slide. Vesta Management made recommendations from their assessment of the slide. The Board was presented with quotes for slide repair. Ms. Tondi requested the District Engineer provide input on the current slide condition. Ms. Ripoll confirmed contact would be made with the District Engineer regarding the pool slide.

Vesta Management provided an update on landscaping. The landscaper scoring criteria was explained to the Board. Vesta Management recommend the Board continue to work with the current landscaper before any changes are made and requested at least 5 weeks to further assess the work of the current landscaper. Once that 5 weeks is completed, Vesta Management would be better prepared to render an evaluation of the current landscaping work.

Vesta Management provided an update on the Tennis courts. There was a quote presented for resurfacing all 4 tennis courts. Dr. Renn questioned the viability of clay courts. Vesta Management stated they would undergo an assessment of the costs and longevity of the clay tennis courts vs the hard surface courts. Vesta Management stated they would also investigate the irrigation in the area and make suggestions as needed.

Vesta Management provided an update on janitorial services. Vesta Management will be working with the janitorial company management team go give insight and guidance on the work that needs to be done on a continuous basis.

Vesta Management provided an update on the gate and security system. It was suggested the District evaluate the strengths and weaknesses of the cameras then make decisions from there. Ms. Tondi asked about the status of computers and cameras at the guard gate. An install date for the computer and camera installation is scheduled for the next day.

Vesta Management provided an update on pond management. There are no issues with accessibility and the easements. It was stated the Vesta Management team is happy with the work from the pond maintenance vendor. The pond maintenance vendor suggested installing carp into the pond. Ms. Tondi stated the District had fish stocked in the pond last year. Vesta Management will verify the date the District last had carp stocked in the pond and let the Board know.

Vesta Management provided an update on upcoming projects. There will be a sub-contractor who will assess the water slide to bring it up to a safe operating level. It was stated there will be a budget meeting with Vesta Management and Ms. Ripoll to evaluate the budget for the upcoming projects. There will be solar lights installed at the Clubhouse. A discussion ensued about lighting throughout the community. It was announced that residents are able to submit any issues, with pictures, to the online resident portal. There is an ongoing maintenance list that the Board can add projects too. Ms. Tondi asked about social media engagement. Vesta Management utilizes social media to streamline information, solve issues, and provide information to the public. District events will be posted on social media.

Ms. Tondi presented the Board with an issue concerning the group fitness room. There is no locking mechanism on the group fitness room, so minors can gain access to the gym when the fitness room is closed. Vesta Management was asked about a solution to the issue of locking the group fitness room. Vesta Management stated they will contact the fire department to assist with assessing the door locking issue and present findings to the Board during a later meeting. Ms. Tondi brought up an issue with people jumping the gates. Dr. Renn asked who is running point on the issues being discussed. Vesta Management confirmed all community concerns will be evaluated to determine the best way to proceed and who best to assign responsibility for solutions.

Vesta Management answered audience questions regarding the ongoing projects. The Board thanked Vesta Management for providing the Board with thorough information.

Vesta Management stated they conducted a full walk through of the District. There is an updated list of resident physical and email addresses. The email addresses have been used to create a Constant Contact email blast list. There have been four emails sent by Vesta Management to District residents. There has been a 56% email open rate.

Vesta Management confirmed that residents are required to have a car barcode as well as use the resident lane, when entering the community. It was announced that Vesta

Management has hired two facilities assistants. The tasks and responsibilities of these facilities attendants was explained to the Board. It was requested control of cameras be provided to those working in the facilities so they can limit the number of rounds staff has to do.

Vesta Management explained how an answering service can be a solution to resident communication issues. A discussion ensured about the best way to connect residents to the right places.

Vesta Management provided an update on community events. There was a tree lighting ceremony and story time.

Dr. Renn asked about an update to adding a strength class for ladies in the fitness center. The effort to add fitness programs is ongoing. Vesta Management explained to the Board how the profit share with the District works. Dr. Renn asked for clarification about profit share with fitness instructor. Vesta Management explained the District should receive 10% from instructors who are training residents. A discussion ensued about the instructors in the fitness center and how they train residents vs guests in the fitness center. Vesta Management ensured the Board they would evaluate the fitness center and instructor policies then present options on how best to proceed, mainly regarding shared instructor fees.

Vesta Management presented the Board with a tentative staffing schedule. The Board had several questions about the staffing times, lack of staff at certain times, and the preferred times of facility operation. It was confirmed by Vesta Management The schedule can be updated as the Board sees fit.

Dr. Renn asked a question about the procedure of handling guests visiting District property and using amenities. Vesta Management replied they want to do everything they can to keep a situation under control and provide the Board with as much information they can for recourse. There were escalation levels provided to the Board for those guests who are non-compliant. Ms. Tondi reminded the Board of the need to make decisions on rule enforcement.

Ms. Papelbon asked about the evaluation of vendors. Vesta Management requested additional time to work with each vendor so recommendations can be made to the Board.

THIRD ORDER OF BUSINESS

Other Business Staff Reports **District Counsel-** No report.

District Engineer- No report.

District Manager- No report.

Field Manager- No report.

Supervisor Requests

Ms. Tondi asked if District Staff is charging the District for extra meetings outside of their respective contract. It was clarified the District was not being charged outside of agreed upon District Management contract.

Dr. Renn requested the Fitness Center be on the Board's and District Staff's radar. It was suggested the District create a document outlining Fitness Center policies that current and new users must read and sign.

Ms. Tondi requested the Board pay close attention to the doors in the group fitness room.

Audience Comments

There was an audience comment about the Amenity Facility Policies.

There was an audience comment about maintaining property as a non-profit government entity, namely the road maintenance. It was stated the District pays funds to ICI to maintain property the District does not own. That comment will be submitted to District Management and be included in the next meeting agenda for clarification and discussion.

There was an audience comment about the flow of the meeting. It was suggested the Board receive feedback from the public in the middle of the meeting, rather than only at the beginning and end. Dr. Renn commented the Board is sometimes rude because the audience is sometimes rude and unruly. Ms. Ripoll stated from her experience over the past 10 years, audience comment is always at the beginning and at the end of the agenda only. Dr. Renn clarified the audience can speak on any agenda item for 3 minutes total and suggested the audience plan out their comments. The Board will investigate the

| format and structure of the agenda. Ms. Ripoll will get back to the Board on any statutes that limit audience comment. | | | | | |
|---|------------------------------|--|--|--|--|
| | Adjournment | | | | |
| There was no further business to discuss. | | | | | |
| On MOTION by Ms. Tondi, seconded by Dr. Renn, with all those in favor, the January 3 2022 Board of Supervisors' Workshop Meeting was adjourned at 9:22 p.m. | | | | | |
| | | | | | |
| Secretary/Assistant Secretary | Chairperson/Vice Chairperson | | | | |

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 Duval County, 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 7th day of February 2022.

| 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) (February 7, 2022)

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

TABLE OF CONTENTS

| <u>Page</u> | |
|---|---|
| IDENTIFICATION CARDS | , |
| NON-RESIDENT ANNUAL USER FEE | , |
| HOMEOWNERS ASSOCIATION USE OF FACILITIES | |
| COMMUNITY CLUB USE OF FACILITIES | , |
| GUEST POLICIES | |
| RENTER'S PRIVILEGES4 | |
| GENERAL FACILITY PROVISIONS | |
| LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY 7 | |
| SERVICE ANIMAL POLICY | , |
| GENERAL AMENITY FACILITY USAGE POLICY 8 | |
| GENERAL SWIMMING POOL RULES | |
| SWIMMING POOL THUNDERSTORM POLICY | 1 |
| FITNESS CENTER POLICIES | 1 |
| GENERAL FACILITY RESERVATION POLICY | |
| TENNIS FACILITY POLICIES | |
| TENNIS COURTS THUNDERSTORM POLICES | |
| BASKETBALL FACILITY POLICIES | |
| EVENT LAWN POLICIES | , |
| PLAYGROUND POLICIES | |
| FISHING POLICY | |
| SUSPENSION AND TERMINATION OF PRIVILEGES | 1 |

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 deportment 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 polices 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 <u>NOT</u> 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:

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

| • | Palm Court & Bar (Up to 4 Hours, Limit of 50 | \$200.00 | \$200.00 |
|---|--|------------|-----------------------|
| | people): | | Additional hours \$25 |
| | | | <mark>p/hour</mark> |
| | | | |
| | | | |
| • | Tamaya Hall (Up to 6 Hours, Limit of 80 | \$700.00 | \$750.00 |
| | people): | | Additional \$25.00 |
| | | | p/hour |
| • | Tamaya Hall, Palm Court & Bar (Up to 8 | \$1,500.00 | \$750.00 |
| | Hours): | | |
| • | Group Fitness Room (Up to 4 Hours, Limit | \$200.00 | \$350.00 |
| | of 25 people): | | |
| • | : The Large Event Lawn may be used by a | No Charge | \$350.00 |
| | 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. | | |

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
- 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 <u>dawn until dusk</u> 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 of disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs. Basketballs, 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").
- **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.
- **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.

- 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.

Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours with a Photo ID, Children (12-15) years of age must be accompanied by an Adult Patron, unless such child is fourteen (14) or fifteen (15) has their parent/guardian approval and satisfies the following steps: Children complete a fitness orientation with the Amenity Manager and an executed liability release is provided signed by the parent/guardian. No children under the age of twelve (12) are allowed in the Fitness center at anytime. Guests may use the Camp Heritage Fitness Center if accompanied by an Adult Patron. Patrons and Guests use this facility at your own risk.

BARTRAM SPRINGS

Patrons and guests fifteen (15) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are thirteen (13) and fourteen (14) years of age may use the Fitness Center only when accompanied by an authorized adult eighteen (18) years of age or older. No children twelve (12) years of age and under are permitted in the Fitness Center. Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at The Bartram Club prior to using the Fitness Center

JCP

Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file. Patrons and Guests ages 13 to 15 must be accompanied by an adult age 18 or older

Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron. All other minors must have a Photo ID.

BARTRAM SPRINGS

Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facility during designated operating hours. Children who are eleven (11) years of age and younger may use the Basketball Facility only when accompanied by an adult eighteen (18) years of age or older.

JCP

Minors under the age of 13 must be accompanied by an adult, ages 18 or older. Residents under 18 years of age must pass a safety test before participating. Patrons are not permitted to "drop off" children under the age of 13 without specific supervision from an adult

All children under the age of eighteen (18) must be accompanied by an adult, unless such child is thirteen (13) or older and is providing supervision as contemplated by the following sentence. Children the age of thirteen (13) or older, who have provided District staff with District approved documentation authorizing such child to supervise children that have been designated to be in their care, may be present at the playground for the purpose of providing such supervision.

BARTRAM SPRINGS

Children eleven (11) years of age and younger must be accompanied by an adult eighteen (18) years of age or older

JCP

. Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

All children under the age of eighteen (18) must be accompanied by an adult, unless such child is thirteen (13) or older and is providing supervision as contemplated by the following sentence. Children the age of thirteen (13) or older, who have provided District staff with District approved documentation authorizing such child to supervise children that have been designated to be in their care, may be present at the playground for the purpose of providing such supervision.

BARTRAM SPRINGS

Children eleven (11) years of age and younger must be accompanied by an adult eighteen (18) years of age or older

JCP

. Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

BARTRAM SPRINGS

Patrons and guests fifteen (15) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are fourteen (14) years of age and younger may use the Tennis Facility only when accompanied by an adult eighteen (18) years of age or older.

JCP

Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to "drop off" underage children without specific supervision from an adult.

| Guest Policy Comparison | | | |
|--|---|---|--|
| Locat ion | Guest Policy | Any Additional Relevant Policies | |
| Juling ton Creek Plant ation | Guests. Each Patron Family and Non-Resident Patron Family Membership is issued 24 Guest passes annually for no charge. Individual Non-Resident Patron Memberships are entitled to 12 Guest passes annually for no charge. There is no charge for children 3 years old and under brought as Guests, and they do not count against Guest passes. Once the passes are used, additional Guest passes may be purchased. Additional fees apply for classes and/or instruction (such as aquatic, fitness, skate, or tennis lessons) and for the use of a tennis court. Patrons must accompany Guests except for houseguests that have purchased a Houseguest Pass, as described below. | Houseguest Passes. A houseguest is a guest who resides outside the fifty-mile radius surrounding the District and is a short-term overnight visitor of a Patron. A houseguest is allowed the option of a three or seven consecutive day admission to the District Amenities. The Patron must accompany their houseguest at the time of purchase 7 of a Houseguest Pass, with the exception of extenuating circumstances which are preapproved by District staff. Houseguests with a Houseguest Pass are not required to be accompanied by a Patron when using the facilities. Photo identification is required by the houseguest to purchase a Houseguest Pass. Specific facility pricing is as adopted by the Board of Supervisors in its fee schedule. Patrons may convert four of their Guest passes into a sevenday individual Houseguest Pass. Four Guest passes are equal to one seven-day individual Houseguest Pass. Patrons may convert two of their Guest passes into a three-day individual Houseguest Pass. Two Guest passes are equal to one three-day individual Houseguest Pass. Privileges included with a Houseguest Pass. Privileges included with a Houseguest Pass. Privileges included with a Houseguest Pass. Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits. | |
| Bartr am Sprin gs | Each Patron may be issued one guest card ("Guest Card"), at no charge, good for twentyfour guest uses per calendar year. Guest Cards will expire at the end of the calendar year regardless of whether fully utilized or not. If all twenty-four visits are used, additional Guest Cards may be purchased for \$50 dollars and will be good for an additional twentyfour guest uses. Guests not in | Out of town guests (100 miles from the District) staying in the home of a district homeowner for more than one day shall be permitted to use the Amenity Center if a Patron purchases a "House Guest Pass". The rate for a House Guest Pass is \$5.00 per person per week. No more than 6 house guests are allowed per household at any one time. House Guest Passes must be purchased from the District offices by a Patron. The house | |

| possession of a House Guest Pass, |
|--------------------------------------|
| discussed below, must be accompanied |
| by the District homeowner. |

guest may use the facility without being accompanied by the Patron.

River Town

Guests are limited to four (4) per household per day. A complimentary card that allows twelve (12) guest visits will be issued to each household annually. One additional card per household allowing twelve (12) guest visits may be purchased annually for \$50. (4) All Guests must be accompanied by a Patron (as defined below) at all times.

Each Patron Family is issued 12 Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional 12 Guest pass may be purchased, pursuant to these policies. Except as otherwise provided for herein, each Patron Family may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations Manager in his or her discretion may require Patrons and Guests to "sign-in" prior to accessing the 5 Amenities and/or to wear Districtissued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

| | · |
|-------|--|
| Herit | Each property owning entity and non- |
| age | resident fee paying entity is allowed one |
| Landi | (1) set of twenty-five (25) guest uses |
| ng | annually by the District at no cost. Each |
| | guest counts as one (1) use with a max of |
| | four (4) guests per visit. Example: If you |
| | bring four (4) guest that will count as |
| | four (4) uses toward your twenty-five |
| | (25) total for the year. Additional set of |
| | twenty-five (25) guest uses may be |
| | purchased for \$42.50, with the max of |
| | one (1) set being held by any one entity |
| | at any one time, by contacting the Camp |
| | Heritage Center Manager once your |
| | twenty-five (25) uses has been used. |
| | (4) All Guests must register with the |
| | Camp Heritage Amenity Center Staff, and |
| | must be accompanied by a Patron (as |
| | defined) at all times. |

Discussion of a Towing Policy and Illegally Parked Vehicles

Discussion of Credit Card Processing Fees

Discussion of the Tamaya Website

Discussion of Simple Safety Invoice

Simple Safety 488 Blagdon Ct Jacksonville FL 32225 904-861-4644

INVOICE

Beach CDD 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 407-723-5900

Invoice # 11161212

Invoice Date 12/16/2021

Due Date 12/31/2021

| ltem | Description | Unit Price | Quantity | Amount |
|----------|------------------------------------|-------------|----------|------------|
| Hours | Emergency state of staffing issues | 25.00 | 159.50 | 3,987.50 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| NOTES: 1 | 1/16 - 12/12/2021 | | | |
| | | Subtotal | | 3,987.50 |
| | | Total | | 3,987.50 |
| | | Amount Paid | | 0.00 |
| | | Balance Due | | \$3,987.50 |

Hours (Note – there have "key" issues on & off at numerous locations, doors, closets...)

Nov. 16th Straightened and tidied up Bathrooms & Gym, Worked "King" Rental, Met Resident Jeffrey Pincus "card not on"... Got w/Dee on matter, then resident Susan Decandio stepped up to help him/wife into Gym as pass was not turned on. **3.5 hours**

Nov. 18th Straightened and tidied up Bathrooms & Gym, trash. Worked 5 Rentals W/Dee rest of Nov & Dec. All rentals needed review and advisement on all missing info and insurances... **2.5 hours**

Nov. 19th "Hew" Rental- stressed over the contract, days of emails w/Leland. Food Truck Signs. Sat's Thanksgiving Fest Planning. Meet Food Truck. Met a resident RE TEK, Dee & I were unable to get the access code as I worked on the in-house computer attempting to get access w/Dee Via tele. BOS needed access for Vesta tour w/her... Sat. Rental phoned for review. Holiday Santa outfits checked in. **7.5 hours**

Nov.20th Gym and bathrooms Straightened and tidied up. Set up & Prepared for Thanksgiving fest, including catering pickup... met with 3 residents on rental / bar code issues. Pool cabana had a rental check in & out. Contact with Leland/Dee throughout morning, food trucks, resident email notification issues... **15.25 hours**

Nov. 21st Gym and bathrooms Straightened and tidied up. Deeper clean of Tamaya Hall, and setup for "Hew" rental. Worked Clubhouse for the entire Rental, and checkout. Met with residents on bar code issues. **9.5 hours**

Nov.22nd Working with Leland/Dee on rental issues, deposit refunds form PFM, getting the return of Staff/Ken caught up, Social Club contract issues. Late evening Jan King cleaning co. entry into building issues, attempted contact w/Leland (have email sent after no reply to text or call in's) Key issue – Ken failed to leave them where locatable & theirs failed – Emergency police keys used from lockbox box under my supervision. Event shopping. Bunco Event in house. **7.25 hours**

Nov.23rd Residents attn. needed, due to no response to messages left for Leland by My Yancey... Event Planning **5 hours**

Nov. 25th Laundry – all the table and kitchen linens **1 hour**

Nov. 30th Worked the Lyle event, met 3 resident w/ bar code issues and Event planning... **7.50 hours**

Dec. 1st Orsborne Rental issues, King Rental / Deco review/meet. Event planning/Dec/ Calendar 7 hours

Dec. 2nd Event Planning, con't interior deco, setup & run the Bingo event, get w/Ken / Leland as Ken & Dee have decided to take 3 days at last minute, meet w/residents @ clubhouse, order supplies, Event room rentals. **13.25 hours**

Done nearly daily – on days of events, Ken PTO Days aside from Vacation days: Straightened and tidied up Bathrooms & Gym, trash.

Dec 3rd Leland staff off for 5 days. Walk the areas, tidy... Event Planning, shopping, directional sign issue, office... Food Truck Friday prep, signs. **12.75 hours**

Dec 4th Residents needs in office, and 2 big events holiday Event tree trimming at roundabout, bar codes and issues of, TEK issues, Rentals **6.5 hours**

Dec. 5th Laundry – all the table and kitchen linens **1 hour**

Dec. 6th Event Planning, residents' concerns & issues 6.25 hours

Dec 7th Ken off – deal w/ Jan King, areas tiding up's... Event planning, rental issues, TEK residents meeting issues **10.25 hours**

Dec. 8th Worked w/Ken on some matters, seen residents New and Door king, codes, Event Planning and Rental, Lunch Bunch, Santa & Cookie Exchange event clean up also. **12 hours**

Dec 9th Ken is Off. Straighten/tidy all areas of the facility, Plan Santa event and worked 11+ resident onsite issues, concerns. **9 hours**

Dec 10th prep for Hall Rental, Review all Final Rentals on books... 3 hr.

Dec 11th Prep, setup and hold event of Here Comes Santa and Gang Event 10 hours

Dec.11th Laundry – all the table and kitchen linens **1 hour**

Dec 12th Residents appointments and walk in's, Final event planning Note stockroom, areas for hints & tips for Vesta, so our Mondays meeting with them, PFM, Leland & I would be shorter & smoother **9.5** hours

Week of 13^{th} – countless hours to helping Vesta. Also many unaccounted/countless , not charged for above

159.5 hours x \$25 = 3987.50

Discussion of a Tamaya CDD Facebook Page

Update of the Finance and Task Force Group

Finance and Ethics Task Force Meeting Agenda – February 7, 2022

- 1. Bond Refinancing-Substantial savings in interest to each owner on their CDD fee. Task Force is doing further investigation to make a recommendation.
- 2. District Management Recommendations
- 3. Jani King workout room still dirty
- 4. Tamaya Blvd update needed on who is responsible for landscaping
- 5. Who is responsible for adding a light at the mailboxes on Pescara? Very dark when sorting mail
- 6. Would ICI consider a cover over the mailboxes to protect from rain?
- 7. Vendor Management:
 - -We still need a copy of the Advance Security Contract
 - -Advance Security professional liability policy to review
 - -COI from all vendors showing Tamaya as named insured and verifying their insurance coverage
- 8. Trash trucks-oil leaks on roads
- 9. How many houses have been completed in the neighborhood?

Review of District Financial Statements

Statement of Financial Position As of 12/31/2021

| | General Fund | Debt Service Fund Series 2013A | Debt Service Fund Series 2015A | Construction Fund Series 2013A | Construction Fund Series 2015A | Long Term Debt Group | Total |
|--|----------------|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|-------------------------|-----------------|
| | | <u> </u> | <u>assets</u> | | | | |
| Current Assets | | | | | | | |
| Checking Account CS | \$1,440,027.94 | | | | | | \$1,440,027.94 |
| Debit Card Account CS | 80.04 | | | | | | 80.04 |
| Assessments Receivable | 533,490.77 | | | | | | 533,490.77 |
| Assessments Receivable | | \$146,908.45 | | | | | 146,908.45 |
| Due From Other Funds | | 484,543.92 | | | | | 484,543.92 |
| Revenue 2013A | | 447,640.35 | | | | | 447,640.35 |
| Prepayment 2013A | | 73,048.59 | | | | | 73,048.59 |
| Assessments Receivable | | | \$516,029.97 | | | | 516,029.97 |
| Due From Other Funds | | | 73,808.93 | | | | 73,808.93 |
| Revenue 2015A | | | 28,459.80 | | | | 28,459.80 |
| Prepayment 2015A | | | 1,304.30 | | | | 1,304.30 |
| Optional Redemption Account | | | 0.27 | | | | 0.27 |
| Acquisition/Construction 2013A | | | | \$37.29 | | | 37.29 |
| Acquisition/Construction 2015A | | | | | \$149.42 | | 149.42 |
| Total Current Assets | \$1,973,598.75 | \$1,152,141.31 | \$619,603.27 | \$37.29 | \$149.42 | \$0.00 | \$3,745,530.04 |
| <u>Investments</u> | | | | | | | |
| Amount Available in Debt Service Funds | | | | | | \$550,453.31 | \$550,453.31 |
| Amount To Be Provided | | | | | | 16,549,546.69 | 16,549,546.69 |
| Total Investments | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$17,100,000.00 | \$17,100,000.00 |
| Total Assets | \$1,973,598.75 | \$1,152,141.31 | \$619,603.27 | \$37.29 | \$149.42 | \$17,100,000.00 | \$20,845,530.04 |
| 10141743513 | Ψ1,070,030.70 | ψ1,102,141.01 | ψ013,000.27 | ψ01.20 | Ψ143.42 | ψ17,100,000.00 | Ψ20,040,000.04 |
| | | Liabilities | and Net Assets | | | | |
| Current Liabilities | | | | | | | |
| Accounts Payable | \$69,351.24 | | | | | | \$69,351.24 |
| Due To Other Funds | 558,352.85 | | | | | | 558,352.85 |
| Deferred Revenue | 533,490.77 | | | | | | 533,490.77 |
| Deferred Revenue | | \$146,908.45 | | | | | 146,908.45 |
| Deferred Revenue | | | \$516,029.97 | | | | 516,029.97 |
| Total Current Liabilities | \$1,161,194.86 | \$146,908.45 | \$516,029.97 | \$0.00 | \$0.00 | \$0.00 | \$1,824,133.28 |

Statement of Financial Position As of 12/31/2021

| | General Fund | Debt Service Fund Series 2013A | Debt Service Fund Series 2015A | Construction Fund Series 2013A | Construction Fund Series 2015A | Long Term Debt Group | Total |
|--|---|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|------------------------------------|---|
| Long Term Liabilities Revenue Bonds Payable LongTerm Total Long Term Liabilities | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$17,100,000.00 \$17,100,000.00 | \$17,100,000.00 \$17,100,000.00 |
| Total Liabilities | \$1,161,194.86 | \$146,908.45 | \$516,029.97 | \$0.00 | \$0.00 | \$17,100,000.00 | \$18,924,133.28 |
| Net Assets Net Assets, Unrestricted Net Assets - General Government Current Year Net Assets - General Government | \$41,314.35 109,319.30 661,770.24 | | | | | | \$41,314.35 109,319.30 661,770.24 |
| Net Assets, Unrestricted Current Year Net Assets, Unrestricted | | \$690,744.94 314,487.68 | | | | | 690,744.94 314,487.68 |
| Net Assets - General Government Net Assets, Unrestricted Current Year Net Assets, Unrestricted | | 0.24 | \$235,240.62 (131,667.32) | | | | 0.24 235,240.62 (131,667.32) |
| Net Assets, Unrestricted Net Assets - General Government Net Assets, Unrestricted | | | | \$6,787.27 (6,749.98) | \$149.42 | | 6,787.27 (6,749.98) 149.42 |
| Total Net Assets | \$812,403.89 | \$1,005,232.86 | \$103,573.30 | \$37.29 | \$149.42 | \$0.00 | \$1,921,396.76 |
| Total Liabilities and Net Assets | \$1,973,598.75 | \$1,152,141.31 | \$619,603.27 | \$37.29 | \$149.42 | \$17,100,000.00 | \$20,845,530.04 |

Statement of Activities As of 12/31/2021

| | General Fund | Debt Service Fund Series 2013A | Debt Service Fund Series 2015A | Construction Fund Series 2013A | Construction Fund Series 2015A | Long Term Debt Group | Total |
|--|----------------|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|-------------------------|----------------|
| Revenues | | | | | | | |
| On-Roll Assessments | \$909,415.67 | | | | | | \$909,415.67 |
| Off-Roll Assessments | 111,497.56 | | | | | | 111,497.56 |
| Other Income & Other Financing Sources | 7,245.55 | | | | | | 7,245.55 |
| On-Roll Assessments | | \$671,370.12 | | | | | 671,370.12 |
| Other Assessments | | 71,787.20 | | | | | 71,787.20 |
| On-Roll Assessments | | | \$102,267.53 | | | | 102,267.53 |
| Total Revenues | \$1,028,158.78 | \$743,157.32 | \$102,267.53 | \$0.00 | \$0.00 | \$0.00 | \$1,873,583.63 |
| Expenses | | | | | | | |
| Supervisor Fees | \$2,400.00 | | | | | | \$2,400.00 |
| Insurance | 2,632.00 | | | | | | 2,632.00 |
| Trustee Services | 7,041.67 | | | | | | 7,041.67 |
| Management | 9,624.99 | | | | | | 9,624.99 |
| Field Management | 2,700.00 | | | | | | 2,700.00 |
| Dissemination Agent | 1,000.00 | | | | | | 1,000.00 |
| District Counsel | 2,430.00 | | | | | | 2,430.00 |
| Assessment Administration | 9,000.00 | | | | | | 9,000.00 |
| Legal Advertising | 774.76 | | | | | | 774.76 |
| Office Miscellaneous | 224.51 | | | | | | 224.51 |
| Web Site Maintenance | 600.00 | | | | | | 600.00 |
| Dues, Licenses, and Fees | 175.00 | | | | | | 175.00 |
| Electric | 31,782.31 | | | | | | 31,782.31 |
| Irrigation | 1,060.17 | | | | | | 1,060.17 |
| Amenity - Electric | 10,951.95 | | | | | | 10,951.95 |
| Amenity - Cable TV | 3,080.65 | | | | | | 3,080.65 |
| Amenity - Pool Maintenance | 11,075.00 | | | | | | 11,075.00 |
| Amenity - Access Control | 1,388.78 | | | | | | 1,388.78 |
| Amenity - Janitorial | 4,972.03 | | | | | | 4,972.03 |
| Amenity - Pest Control | 199.50 | | | | | | 199.50 |
| Amenity - Landscape Improvement | 2,902.08 | | | | | | 2,902.08 |
| Amenity - Maintenance | 3,449.26 | | | | | | 3,449.26 |
| Amenity - Fitness Center | 6,616.64 | | | | | | 6,616.64 |
| Amenity - Gas | 64.44 | | | | | | 64.44 |
| Amenity - Admin/Operations | 20,066.80 | | | | | | 20,066.80 |
| Lifestyles Programming | 790.61 | | | | | | 790.61 |
| Landscaping Materials | 19,000.02 | | | | | | 19,000.02 |
| Trash Collection | 404.31 | | | | | | 404.31 |
| Guard Service | 34,897.50 | | | | | | 34,897.50 |

Statement of Activities
As of 12/31/2021

| | General Fund | Debt Service Fund Series 2013A | Debt Service Fund Series 2015A | Construction Fund Series 2013A | Construction Fund Series 2015A | Long Term Debt Group | Total |
|--|--------------|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|-------------------------|----------------|
| Guard House Utilities | 1,017.27 | | | | | | 1,017.27 |
| Bar Code Expense | 2,916.00 | | | | | | 2,916.00 |
| Amenity Fire System Monitoring | 908.27 | | | | | | 908.27 |
| Amenity Website | 655.00 | | | | | | 655.00 |
| General Insurance | 3,381.00 | | | | | | 3,381.00 |
| Property & Casualty | 74,212.00 | | | | | | 74,212.00 |
| Lake Maintenance | 3,984.00 | | | | | | 3,984.00 |
| Landscaping Maintenance & Material | 86,538.61 | | | | | | 86,538.61 |
| Entry Water Feature | 1,487.50 | | | | | | 1,487.50 |
| Principal Payment | | \$100,000.00 | | | | | 100,000.00 |
| Interest Payments - 2013 Bond | | 328,670.00 | | | | | 328,670.00 |
| Interest Payments - 2015 Bond | | | \$233,935.00 | | | | 233,935.00 |
| Total Expenses | \$366,404.63 | \$428,670.00 | \$233,935.00 | \$0.00 | \$0.00 | \$0.00 | \$1,029,009.63 |
| Other Revenues (Expenses) & Gains (Losses) | | | | | | | |
| Interest Income | \$16.09 | | | | | | \$16.09 |
| Interest Income | | \$0.36 | | | | | 0.36 |
| Interest Income | | | \$0.15 | | | | 0.15 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$16.09 | \$0.36 | \$0.15 | \$0.00 | \$0.00 | \$0.00 | \$16.60 |
| Change In Net Assets | \$661,770.24 | \$314,487.68 | (\$131,667.32) | \$0.00 | \$0.00 | \$0.00 | \$844,590.60 |
| Net Assets At Beginning Of Year | \$150,633.65 | \$690,745.18 | \$235,240.62 | \$37.29 | \$149.42 | \$0.00 | \$1,076,806.16 |
| Net Assets At End Of Year | \$812,403.89 | \$1,005,232.86 | \$103,573.30 | \$37.29 | \$149.42 | \$0.00 | \$1,921,396.76 |

Beach Community Development District Budget to Actual For the Period Ended 12/31/21

| | Ac | tual | Bu | dget | Vari | ance | Add | opted FY 2022 Budget |
|---|-------|--------------|----|---------------------|------|-------------|-----|-------------------------|
| Revenues | | | | | | | | |
| Assessments | \$ | 1,020,913.23 | \$ | 388,601.00 | \$ | 632,312.23 | \$ | 1,554,404.00 |
| Other Income & Financing Sources | | 7,245.55 | | - | | 7,245.55 | | - |
| Net Revenue | es \$ | 1,028,158.78 | \$ | 388,601.00 | \$ | 639,557.78 | \$ | 1,554,404.00 |
| General & Administrative Expenses | | | | | | | | |
| Trustee Fees | \$ | 7,041.67 | \$ | 2,000.00 | \$ | 5,041.67 | \$ | 8,000.00 |
| Supervisor Fees | | 2,400.00 | | 1,200.00 | | 1,200.00 | | 4,800.00 |
| District Management | | 9,624.99 | | 9,625.00 | | (0.01) | | 38,500.00 |
| Engineering | | - | | 625.00 | | (625.00) | | 2,500.00 |
| Dissemination Agent | | 1,000.00 | | 1,000.00 | | - | | 4,000.00 |
| District Counsel | | 2,430.00 | | 1,250.00 | | 1,180.00 | | 5,000.00 |
| Assessment Administration | | 9,000.00 | | 2,250.00 | | 6,750.00 | | 9,000.00 |
| Reamortization Schedule | | - | | 125.00 | | (125.00) | | 500.00 |
| Audit | | - | | 1,500.00 | | (1,500.00) | | 6,000.00 |
| Website | | 600.00 | | 600.00 | | - | | 2,400.00 |
| Legal Advertising | | 774.76 | | 437.50 | | 337.26 | | 1,750.00 |
| Dues, Licenses & Fees | | 175.00 | | 43.75 | | 131.25 | | 175.00 |
| General Liability Insurance | | 3,381.00 | | 900.00 | | 2,481.00 | | 3,600.00 |
| Public Official Insurance | | 2,632.00 | | 700.00 | | 1,932.00 | | 2,800.00 |
| Office Misc | | 224.51 | | 250.00 | | (25.49) | | 1,000.00 |
| Total General & Administrative Expense | es \$ | 39,283.93 | \$ | 22,506.25 | \$ | 16,777.68 | \$ | 90,025.00 |
| Field Expenses | Φ. | 0.700.00 | • | 4.050.00 | Φ. | (4.050.00) | • | 40,000,00 |
| Field Management | \$ | 2,700.00 | \$ | 4,050.00 | Ъ | (1,350.00) | \$ | 16,200.00 |
| Property Insurance | | 74,212.00 | | 18,875.00 | | 55,337.00 | | 75,500.00 |
| Lake Maintenance | | 3,984.00 | | 4,950.00 | | (966.00) | | 19,800.00 |
| Landscaping (Including materials) | | 86,538.61 | | 100,698.00 | | (14,159.39) | | 402,792.00 |
| Irrigation (repairs) | | 1,060.17 | | 2,500.00 | | (1,439.83) | | 10,000.00 |
| Electric - Street Lights/Irrigation- JEA Right of Way / Lake Mowing | | 31,782.31 | | 47,118.75 625.00 | | (15,336.44) | | 188,475.00 2,500.00 |
| Entry Water Feature | | 1,487.50 | | 1,875.00 | | (387.50) | | 7,500.00 |
| Carryforward Replenixh | | - | | 1,250.00 | | (1,250.00) | | 5,000.00 |
| Contingency - Hurricane Expenses/deductible | | - | | 2,500.00 | | (2,500.00) | | 10,000.00 |
| General Maintenance | | = | | 2,000.00 | | (2,000.00) | | 8,000.00 |
| Total Field Expense | es \$ | 201,764.59 | \$ | 186,441.75 | \$ | 15,322.84 | \$ | 745,767.00 |

Beach Community Development District Budget to Actual For the Period Ended 12/31/21

| | Actual | | Budg | et | Vari | ance | Ado | pted FY 2022 Budget |
|--|--------|------------|------|------------|------|-------------|-----|------------------------|
| Amenity Expenses | | | | | | | | |
| Amenity | \$ | 20,066.80 | \$ | 42,500.00 | \$ | (22,433.20) | \$ | 170,000.00 |
| Admin/operation/Lifeguards Swimming Pool Maintenance & Chemicals | | 11,075.00 | | 11,875.00 | | (800.00) | | 47,500.00 |
| Swimming Pool Inspection | | - | | 375.00 | | (375.00) | | 1,500.00 |
| Amenity General Maintenance | | 3,449.26 | | 5,377.50 | | (1,928.24) | | 21,510.00 |
| Amenity Cleaning | | 4,972.03 | | 3,750.00 | | 1,222.03 | | 15,000.00 |
| Amenity Electric/Water and Sewer | | 10,951.95 | | 15,000.00 | | (4,048.05) | | 60,000.00 |
| Amenity Gates/Control Access | | 1,388.78 | | 625.00 | | 763.78 | | 2,500.00 |
| Amenity Website | | 655.00 | | 1,965.00 | | (1,310.00) | | 7,860.00 |
| Amenity Cable/Internet | | 3,080.65 | | 2,500.00 | | 580.65 | | 10,000.00 |
| Amenity - Dues & Licenses | | - | | 212.50 | | (212.50) | | 850.00 |
| Amenity Security | | - | | 200.00 | | (200.00) | | 800.00 |
| Fitness Equipment Lease | | 6,616.64 | | 2,500.00 | | 4,116.64 | | 10,000.00 |
| Lifestyles Programming | | 790.61 | | 6,250.00 | | (5,459.39) | | 25,000.00 |
| Amenity Gas | | 64.44 | | 150.00 | | (85.56) | | 600.00 |
| Tennis Court Maintenance - 4 Clay Courts | | - | | 3,625.00 | | (3,625.00) | | 14,500.00 |
| Amenity Landscaping Maintenance | | 19,000.02 | | 17,100.00 | | 1,900.02 | | 68,400.00 |
| Landscape Improvement | | 2,902.08 | | 625.00 | | 2,277.08 | | 2,500.00 |
| Amenity - Irrigation (repairs) | | = | | 375.00 | | (375.00) | | 1,500.00 |
| Pest Control | | 199.50 | | 300.00 | | (100.50) | | 1,200.00 |
| Amenity Fire System Monitoring | | 908.27 | | 375.00 | | 533.27 | | 1,500.00 |
| Alarm | | - | | 125.00 | | (125.00) | | 500.00 |
| Trash Collection | | 404.31 | | 573.00 | | (168.69) | | 2,292.00 |
| Total Amenity Expenses | \$ | 86,525.34 | \$ | 116,378.00 | \$ | (29,852.66) | \$ | 465,512.00 |
| Security/Gate House | | | | | | | | |
| Guard Service | \$ | 34,897.50 | \$ | 61,500.00 | \$ | (26,602.50) | \$ | 246,000.00 |
| Guard House Supplies | | - | | 200.00 | | (200.00) | | 800.00 |
| Guard House Utilities | | 1,017.27 | | 950.00 | | 67.27 | | 3,800.00 |
| Guard House Repair & Maintenance | | - | | 250.00 | | (250.00) | | 1,000.00 |
| Bar Code Expense | | 2,916.00 | | 375.00 | | 2,541.00 | | 1,500.00 |
| Total Security/Gate House Expense | s \$ | 38,830.77 | \$ | 63,275.00 | \$ | (24,444.23) | \$ | 253,100.00 |
| Total Expenses | \$ | 366,404.63 | \$ | 388,601.00 | \$ | (22,196.37) | \$ | 1,554,404.00 |
| Other Income (Expense) | | | | | | | | |
| Interest Income | \$ | 16.09 | \$ | _ | \$ | 16.09 | \$ | _ |
| Interest Income | • | 10.00 | * | | • | | · | |

Staff Reports

Lifestyle & Field Manager Report



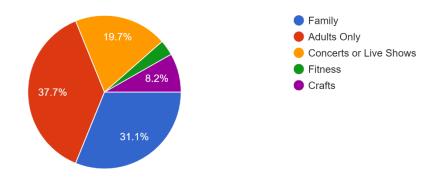
Lifestyle Report Beach CDD Meeting, February 7, 2022

Date of report: **1-28-2022** Submitted by: **Elizabeth Myers and Ross Ruben**

<u>LIFESTYLE SURVEY RESULTS</u>: Continuing to collect information and analyze to help us to build a successful overall Lifestyle program for Tamaya. Ross to reach out to people who wished to be contacted for more information/follow up on their feedback.

- 72 responses as of 1/27/2022
- Most important thing we learned is displayed in the graph below. The thing we keep hearing the most so far in speaking to people and now through our survey is the need for more "adults only" events. We are currently adjusting the Lifestyle calendar to create a stronger balance between family events and adults only events.

What type of events should we focus on more? 61 responses



• 2nd most popular question – What new events would you like to see? Some of the results were:

- o Cornhole, bocce ball, poker night
- o Beer truck with live music events
- "Parents night out" events, Champagne tastings, Cocktail mixology classes, Kids cooking classes, Paint and wine events, spa days.
- More happy hour/social programs during the week. Cocktails by the pool at 5-6pm
- Mah jong; scrabble; beading; book club; grief support group;
- Book club , tennis matches, wine tasting
- A speaker series. Invite book authors, fitness and diet experts, computer training, etc., to speak at Tamaya Hall every month.
- Another Vegas night
- o More events for adults. I feel we have enough for kids and families.
- Return of cooking classes



- I think there's a real opportunity to have NFL or College football on and serve some drinks and catered basic foods or open a small kitchen for busy days so it is more like a real club.
- More Sunday events or after 6:30pm events
- Events for kids and families
- Adult only events
- o More kids events to meet and mingle as neighborhood grows. Also, dog friendly events
- o line dancing or dance lessons, zumba
- Tennis events
- I would love water aerobics. It would be fun to have a social class once or twice a month, such as cooking/Charcuterie boards/ flower arranging/ painting. Macramé. Etc concerts
- More adult only
- Outdoor music
- Pool party & cookout for adults
- Wine tastings!!!
- o Trivia
- Easter event.
- o Continue with the Trivia and Bingo nights for adults only. Whatever is added keep adults only and family events separate. This is a diverse community by age. Enough said.
- Family centered events
- Weekend hours at the club
- Sell beer and wine
- o Live music
- Liven up this place
- Events for HS; more adult events; family games; simple music food and drinks at pool weekly
- o Restart tennis round robins. Maybe a jogging or biking monthly group.
- More movie nights and food trucks
- More events tailored to middle-aged adults and take into consideration during the week working hours. Need nights/ weekend events
- More adult only w adult beverage events
- o FREE or near FREE entertainment Musicians/concerts, comedy acts.
- Most events I listed have stopped and would like then back. Wine tasting, gardening club, adult bingo, bunko, adult and teenager crafts, casino night! Holiday parties more adult focused. Meet your residents with similar interests.. ex. nature walks/hiking, anything for teenagers there's nothing for them.
- Poker night
- World of nations type of potluck
- Jax cooking studio, beach outings, trivia nights, movie nights in the pool (dive in movies) more food trucks (multiple at once maybe on Saturday or Sundays) events during football season on Sunday, like a grill out or watch party by the pool for jags games
- o lawn events for families, a BBQ and games



JANUARY RECAP:

- 1/17- Polar Plunge Almost 40 people showed with about 20 people that jumped in the pool. We had a DJ, hot chocolate, a brunch food truck, cookies, and cotton candy.
- 1/21 Food Truck Movie Night Moved the movie inside due to weather, even though we put out to the community about the change, only 2 people showed up for the movie.
- 1/29 ICI Sponsored Chili Cookoff This weekend we have 12 people signed up to cook chili in our Chili Cookoff. We will have Perfect Pour serving beer and wine, live music with John Q. Residents will vote on their favorite chili.

FEBRUARY EVENTS:

- 4th Food Truck Friday 5 to 8
- 13th ICI Sponsored SuperBowl Party
- 14th and 28th Birthdays
- 17th Taco Thursdays New food truck night where we do a different taco truck once a month (Third Thursday)
- 18th Food Truck Friday
- 19th Adults Night Out: 90's Party 6:00pm 8:00pm Tamaya Hall
- 25th and 26th Tamaya Outing at the Jacksonville Icemen
 - o Tamaya residents get to choose from ticket packages that start at \$15.00
 - Old school nights where the Icemen wear Lizard King jerseys

MARCH EVENTS:

- 4th Food Truck Friday
- 14th and 28th Birthdays
- 16th Mad Science Show for families during the week of Spring break. 1 hour show featuring science experiments followed by a hands-on station where kids can do their own experiments.
- 17th Taco Thursday
- 18th Food Truck Friday Spring Break Party
- Mixology Classes 20 persons max Mr. Bartender will be coming to do one of their mixology courses for adults at Tamaya. \$10.00 per person.



RESIDENT ENGAGEMENT UPDATE:

- Eblasts continue at least twice a week to inform the community of events and programs.
 - o Tamaya is averaging an open rate of over 60 percent for each blast!
 - First issue of the February newsletter is in its final editing stages and will be going out to the community on Friday, January 28th.
- Website—In Progress
 - All pictures needed have been uploaded to Vesta drop box
 - o Content for site being written and will be sent to Vesta marketing team

PROGRAM UPDATE:

- Pending approval, Vesta has several programs ready to bring to Tamaya and seeking instructors for some other popular programs:
 - Soccer Shots Nationwide youth soccer training program
 - We have huge success with them in every community they are in for us.
 - o 904Tennis Preferred tennis vendor of Vesta
 - o Zumba Actively searching for a Zumba instructor for the community
 - HIIT fitness program or Cardio Boxing Type Program Actively searching

MISC. UPDATES:

- Invoices to ICI for first quarter have been submitted
 - Mike Veazy stopped by to introduce himself to Elizabeth. Elizabeth, Mike and Ross to meet the first week of February.
- Clubs and Groups
 - We would like to establish a clearer policy in relation to clubs and groups in Tamaya including re-doing the current social club reservation form to include a statement similar to following:
 - All social clubs and groups are responsible for their own supplies and prizes for their social activities. The District and management will only provide the club with the space to hold such activity and place club date on the event calendar. All clubs are responsible for their own marketing or providing marketing materials to management.

Board Action Item Summary



Board Action Item Summary Beach CDD Meeting, February 9, 2022

Date of report: 1-28-2022 Submitted by: Jay King

The following items require Board action/guidance at this meeting:

AMENITY MANAGER/LIFESTYLE REPORT ITEMS:

- 1. Approval of programming/revenue share arrangement so that we can add new programming.
- 2. Guidance on lifeguard staffing on how you would like to best use your resources across a few options. We will need to begin the hiring process ASAP to be prepared for Spring Break.
- 3. Feedback and guidance on policy revisions based on comparison with other properties so we can solidify your policies.

FIELD OPERATIONS MANAGER REPORT ITEMS:

- 1. Guidance on project priorities and funding sources. Given finite resources what do you want us to focus so we do not invest time on those items that are not realistic/low priority at this point.
- 2. Guidance on approach to Janitorial: Not satisfied with current vendor. Believe we can do better bringing it in house where we can have better controls.
- 3. Decision on pool repair bids so we can best ensure they are fully operational for the season.
- 4. Decision on gate repair bids.

Tamaya Amenity Managers Report



Amenity Manager Report Beach CDD Meeting, February 9, 2022

Date of report: **1-28-2022** Submitted by: **Elizabeth Myers**

CONCLUDED EVENTS:

- Polar Plunge 01/07/22
- Movie Night 01/21/22
- Food Truck Pizza Brigade, EZ Eatz by Yaya 01/04/22 01/21/22
- January Birthday's celebrated with gourmet cookies 01/10/22

PROGRAMS:

Marci May and Emma Bolyard started Yoga classes

SOCIAL CLUBS:

• Current clubs: Lunch bunch, Bridge, Bunco, Cricut starting in February,

AMENITY CENTER:

- Released January Calendar of events on 01/12/22.
- Security cameras up and running at the amenity office and at the Gate House.
- QR codes on display at the amenity center and in e-blasts to solicit resident feedback regarding the amenities and lifestyle programming.
- Established a volunteer packet and waivers to allow residents to provide volunteer service for Bright Future Scholarships or for volunteering in general.
- Swivel mount was installed for the TV in Tamaya Hall to allow visual presentations for CDD meetings.
- Polycom conference phone was ordered to significantly enhance communication during CDD meetings.
- Working with Lorenzo's to mend pool furniture cushions.
- Staffing has been a challenge due to the ongoing pandemic. Redoubling our efforts to find the right individuals to join our team.
- New hours: closed on Monday; Tuesday through Friday, 10a-7p; and Saturday/Sunday, 12p-6pm.

GENERAL ITEMS:

- Met with ICI sales team and staff Providing Closing envelopes for future closings
- Met with ICI homes to finalize Calendar for Jan/Feb/Mar sponsored events
- Met with Mike Veazey and scheduling a meeting to introduce Ross Ruben and Ron Zastrocky
- Training on TEK Control teams meeting with Mollie and Debbie on 01/12/22
- Working to replace the Roku TV in the Gate house, with a new 55-inch Smart TV.
- Have ordered a replacement handheld scanner for Gate House, due to arrive February 4.
- Working with Alden Contracting to install wireless HDMI transmitter in Gate House to accommodate the new Windows 11 computer and separate the Gate House and amenity security cameras between the smart TV and wall-mounted monitor.
- Updating policies: guest, fitness, tennis, pool, access card termination policies, etc...
- Working with ICI on foam board calendars for ICI offices and Tamaya Hall



SEASONAL POOL ATTENDANT STAFFING CONSIDERATIONS: We need to get your guidance on how you would like to best utilize your resources to staff the pools this coming season. We will need to begin hiring and training ASAP to be ready for Spring Break. We have six options for you to consider below that encompass a range of cost and service scenarios. None of the scenarios contemplate "lifeguard coverage" which given your pool layout configuration and slide would require 4 lifeguards at all times to meet the requirement to have eyes continuously scanning and able to see all portions of both water surfaces. Given the configuration of your recreation pool there is no way for a single lifeguard to both be able to observe the splashdown area from the slide and the far zero entry area opposite the slide. So, all the scenarios below would require "swim at your own risk" so as not to give anyone a false sense of security.

- 1. RFP Response: Out RFP response and now contract contemplated 767 hours at a cost of \$17,263. This level of funding affords three options all within this budget:
 - a. Option 1: Staff the slide only with pool attendants at a time (top and bottom). 3 days a week (Fri, Sat & Sun) during Spring Break & During Summer vacation and weekends only in shoulder season (Spring break to when School gets out and from when school returns thru Labor Day weekend). In our other accounts with slides, we only open the slides when we can have someone at the top (to ensure only one person at a time, and person is tall enough) and one person at the bottom to ensure the splash down area is clear and to assist if someone has difficulty after coming of the slide. This is definitely a best practice from both our perspective and the slide manufacturer's, your insurance policy may have some requirements around this as well.
 - b. Option 2: Alternately and for roughly the same cost you could have a single pool attendant six days a week* during Spring Break and Summer vacation and then weekends during the shoulder season. This person would be stationed in such a way that we would attempt to cover both the splash down area and control who is coming down the slide by having the line for slide start down by the splash down area. The attendant would not permit anyone to climb the stairs until the person before them had left the slide and cleared the splash down area. This will create longer wait times (more time between sliders) and would not be recommended from a best practice standpoint but would stretch funding to allow for the slide to be open about twice as much. *NOTE: We highly recommend closing the pools once a week for chemical treatments and servicing to avoid issues. This day is typically Monday.
 - c. Option 3: Options 1 and 2 would have the Pool attendants focused on the slide and not able to walk the pool deck area to enforce policy or perform other desired tasks. If you decide not to provide slide coverage (again not recommended) then you could elect to have 1 roaming pool attendant 6 days a week for roughly the same costs as A and B.

2. More expensive options:

- a. Option 4: for roughly 1.5 times the cost (\$25,895) you could combine option 1 with a roaming pool attendant on the other 3 days that you are not providing slide coverage. This would ensure you always have a presence on the pool deck while the pools are most likely to be utilized.
- b. Option 5: for roughly 2 times the cost (\$34,526) you could expand on option 1 and have the slide open 6 days a week with two pool attendants.



c. Option 6: for roughly 3 times the cost (\$51,789) you could incorporate both options 2 and 3 and have both the slide opened 6 days a week and have a roaming pool monitor 6 days a week.

<u>POLICY FEEDBACK</u>: Policies are very much the purview of the Board so before we recommended specific changes, we want to better understand your perspective as a Board. We also want to get to know both the community and issues that arise around current policies. Liz has been in contact with residents as they have expressed interest to get their feedback and now that we have been on property for about 6 weeks we are starting to get a feel for the issues that arise related to policies and form our own opinions on what would work best. Please see the attached "Policies Comparison for Tamaya" in your packet/email. It provides a comparison of how other communities handle key policies that we hope will help you decide where best to land with respect to your own policies.

Polar Plunge at Tamaya.







Tamaya Lifestyle Report



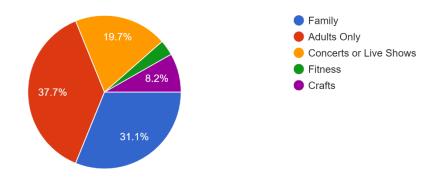
Lifestyle Report Beach CDD Meeting, February 7, 2022

Date of report: **1-28-2022** Submitted by: **Elizabeth Myers and Ross Ruben**

<u>LIFESTYLE SURVEY RESULTS</u>: Continuing to collect information and analyze to help us to build a successful overall Lifestyle program for Tamaya. Ross to reach out to people who wished to be contacted for more information/follow up on their feedback.

- 72 responses as of 1/27/2022
- Most important thing we learned is displayed in the graph below. The thing we keep hearing the most so far in speaking to people and now through our survey is the need for more "adults only" events. We are currently adjusting the Lifestyle calendar to create a stronger balance between family events and adults only events.

What type of events should we focus on more? 61 responses



• 2nd most popular question – What new events would you like to see? Some of the results were:

- o Cornhole, bocce ball, poker night
- o Beer truck with live music events
- "Parents night out" events, Champagne tastings, Cocktail mixology classes, Kids cooking classes, Paint and wine events, spa days.
- More happy hour/social programs during the week. Cocktails by the pool at 5-6pm
- Mah jong; scrabble; beading; book club; grief support group;
- Book club, tennis matches, wine tasting
- A speaker series. Invite book authors, fitness and diet experts, computer training, etc., to speak at Tamaya Hall every month.
- Another Vegas night
- o More events for adults. I feel we have enough for kids and families.
- Return of cooking classes



- I think there's a real opportunity to have NFL or College football on and serve some drinks and catered basic foods or open a small kitchen for busy days so it is more like a real club.
- More Sunday events or after 6:30pm events
- Events for kids and families
- Adult only events
- o More kids events to meet and mingle as neighborhood grows. Also, dog friendly events
- o line dancing or dance lessons, zumba
- Tennis events
- I would love water aerobics. It would be fun to have a social class once or twice a month, such as cooking/Charcuterie boards/ flower arranging/ painting. Macramé. Etc concerts
- More adult only
- Outdoor music
- Pool party & cookout for adults
- Wine tastings!!!
- o Trivia
- Easter event.
- o Continue with the Trivia and Bingo nights for adults only. Whatever is added keep adults only and family events separate. This is a diverse community by age. Enough said.
- Family centered events
- Weekend hours at the club
- Sell beer and wine
- o Live music
- Liven up this place
- Events for HS; more adult events; family games; simple music food and drinks at pool weekly
- o Restart tennis round robins. Maybe a jogging or biking monthly group.
- More movie nights and food trucks
- More events tailored to middle-aged adults and take into consideration during the week working hours. Need nights/ weekend events
- More adult only w adult beverage events
- o FREE or near FREE entertainment Musicians/concerts, comedy acts.
- Most events I listed have stopped and would like then back. Wine tasting, gardening club, adult bingo, bunko, adult and teenager crafts, casino night! Holiday parties more adult focused. Meet your residents with similar interests.. ex. nature walks/hiking, anything for teenagers there's nothing for them.
- Poker night
- World of nations type of potluck
- Jax cooking studio, beach outings, trivia nights, movie nights in the pool (dive in movies) more food trucks (multiple at once maybe on Saturday or Sundays) events during football season on Sunday, like a grill out or watch party by the pool for jags games
- o lawn events for families, a BBQ and games



JANUARY RECAP:

- 1/17- Polar Plunge Almost 40 people showed with about 20 people that jumped in the pool. We had a DJ, hot chocolate, a brunch food truck, cookies, and cotton candy.
- 1/21 Food Truck Movie Night Moved the movie inside due to weather, even though we put out to the community about the change, only 2 people showed up for the movie.
- 1/29 ICI Sponsored Chili Cookoff This weekend we have 12 people signed up to cook chili in our Chili Cookoff. We will have Perfect Pour serving beer and wine, live music with John Q. Residents will vote on their favorite chili.

FEBRUARY EVENTS:

- 4th Food Truck Friday 5 to 8
- 13th ICI Sponsored SuperBowl Party
- 14th and 28th Birthdays
- 17th Taco Thursdays New food truck night where we do a different taco truck once a month (Third Thursday)
- 18th Food Truck Friday
- 19th Adults Night Out: 90's Party 6:00pm 8:00pm Tamaya Hall
- 25th and 26th Tamaya Outing at the Jacksonville Icemen
 - o Tamaya residents get to choose from ticket packages that start at \$15.00
 - Old school nights where the Icemen wear Lizard King jerseys

MARCH EVENTS:

- 4th Food Truck Friday
- 14th and 28th Birthdays
- 16th Mad Science Show for families during the week of Spring break. 1 hour show featuring science experiments followed by a hands-on station where kids can do their own experiments.
- 17th Taco Thursday
- 18th Food Truck Friday Spring Break Party
- Mixology Classes 20 persons max Mr. Bartender will be coming to do one of their mixology courses for adults at Tamaya. \$10.00 per person.



RESIDENT ENGAGEMENT UPDATE:

- Eblasts continue at least twice a week to inform the community of events and programs.
 - o Tamaya is averaging an open rate of over 60 percent for each blast!
 - First issue of the February newsletter is in its final editing stages and will be going out to the community on Friday, January 28th.
- Website—In Progress
 - All pictures needed have been uploaded to Vesta drop box
 - o Content for site being written and will be sent to Vesta marketing team

PROGRAM UPDATE:

- Pending approval, Vesta has several programs ready to bring to Tamaya and seeking instructors for some other popular programs:
 - Soccer Shots Nationwide youth soccer training program
 - We have huge success with them in every community they are in for us.
 - o 904Tennis Preferred tennis vendor of Vesta
 - o Zumba Actively searching for a Zumba instructor for the community
 - HIIT fitness program or Cardio Boxing Type Program Actively searching

MISC. UPDATES:

- Invoices to ICI for first quarter have been submitted
 - Mike Veazy stopped by to introduce himself to Elizabeth. Elizabeth, Mike and Ross to meet the first week of February.
- Clubs and Groups
 - We would like to establish a clearer policy in relation to clubs and groups in Tamaya including re-doing the current social club reservation form to include a statement similar to following:
 - All social clubs and groups are responsible for their own supplies and prizes for their social activities. The District and management will only provide the club with the space to hold such activity and place club date on the event calendar. All clubs are responsible for their own marketing or providing marketing materials to management.

Tamaya Field Ops Report



Field Operations Manager Report Beach CDD Meeting, February 9, 2022

Date of report: 1-28-2022 Submitted by: Ron Zastrocky

DAILY/WEEKLY ROUTINE:

- Check and restock all bathrooms.
- Check fitness room and restock cleaning supplies.
- Pool area service: Skim, test, brush, blow, and vacuum, as needed. Straighten furniture and wipe down tables, as needed. Back wash when necessary.
- Tennis court maintenance. Brush 2 times and roll once a week. Monitor irrigation relative to daily conditions.
- Check all garbage cans and change bags as needed.
- Landscaper accountability:
 - o Review plan for upcoming week and provide feedback
 - Evaluate using landscape management tool at end of week to provide grade and feedback
- Pick up and dispose of litter in all common areas, to include vendor advertisement signage
- Street light check once a week on roads for JEA lights
- Check gate house trash and supplies, twice weekly.

MAINTENANCE STAFF UPDATE:

 We want to share a warm welcome to Caleb Schake who has been with Vesta for approximately 3 and a half years. He has started at Tamaya at 20 hours a week. He is well versed in our product and brings a lot of value to our community

POOLS AND SLIDE UPDATE:

- All pools are running along nicely with the exception of those known elements in need of repair (attached).
- Our preferred vendor, Big Z pools recently performed a site visit and submitted estimates for
 each the Splash feature, the Recreation pool, and the Competition pool (attached). We have
 attempted procurement of other companies, but with the current demand for new
 construction, previous experiences with Beach CDD and Krystal Klean, Supplier relative to
 contractor and known 'grossly elevated pricing', we have been unsuccessful in retrieving
 anymore bids on this project. It is imperative that we move on this as soon as possible, due to
 supply chain and contractor scheduling and need a decision made on this at the meeting. (Steve
 to explain in detail to the Board).
- ALL items in the estimates are absolutely necessary for 100% functionality of the various features, as well as to stay in code with the Florida Health Department. Operation efficiencies and probable savings in chemicals / long term wear, will be the gain



Pool Slide ride path Resurface

BACKGROUND: The ride path has calcium buildup and will need to be descaled, polished, waxed, and seams caulked. There are also small chips in the ride path that will need repair.

| CONTRACTOR | COSTS | NOTES |
|----------------|-------------|---|
| AquaShield | \$3,726 .00 | Discount for being preferred vendor of Vesta. We've used this vendor for several years in various other Districts |
| SafeSlide | \$6,953.00 | Company has bid this project in the past |
| Splash Tacular | \$20,114.00 | OEM installer of slide |

LANDSCAPE UPDATE:

- The Accountability Tool is in full swing to assess vendor. Limited landscaping is going on due to winter months, mostly trimming, detailing and pruning. We are pleased with the current communication and progress on requested task lists.
- Accountability Tool will be sent to each Board member for review under separate cover, prior to the meeting.

IRRIGATION UPDATE:

- After the recent (and extensive) surveying of the total system, all leaks (minor and major) have been repaired yielding a positive variance in the water bill dropped it from \$15,538.14 to \$12,392.55. That is a \$3,145.59 savings.
- The Basketball court area is maintaining dry ground due to recent repairs to the system.



• We have created a running spreadsheet of all Tamaya meters. We are continuing to monitor all irrigated areas, as well as monthly statements for potential spikes / lags, and the ultimate management of District utility expenses.

TENNIS COURT UPDATE:

- We have had Court Surfaces out to estimate the conversion of (2) of the courts to 'hard'. We are expecting the estimate sometime in the next couple of weeks, hopefully before this meeting.
- As an aside, we'd like the Board to consider the idea that the potential cost to perform this conversion now, relative to ROI, will most likely be a negative. The reality of having a hardcourt is that it is \$5,000 to \$7,000 every 4-5 years for resurfacing and restriping, relative to the current scenario of \$7,000 every 4-5 years to re-clay and tape. We would like the Board to consider the expense of the conversion accompanied with long term 'like' maintenance when making this decision as all other residual costs will remain constant either way.
- We've adjusted watering times to irrigate less due to minimal evaporation this time of year

JANITORIAL CONTRACTOR UPDATE:

- We are continuing to have issues with scheduling and timeliness of the contractor. While we are getting the hours we are paying for, we are battling the 'personal over business' issues with them.
- We would like the Board to consider allowing Vesta to offer an addendum/addition to the
 contract, at or below the \$15,000 / year, to provide this service via a dedicated team member
 specific to scheduled cleaning. By providing this 'in house', we can offer better frequency and
 far more control of the product we promise to deliver. We use this model elsewhere with great
 success.



GATE(S) UPDATE:

- Rewiring We currently have quotes from 2 of the 3 companies of whom we've requested. We anticipate the 3rd to be in hand by meeting time
- With regard to the gate repositioning / alterations, we would like to first fulfill the necessary operational repairs before moving forward. We feel the aforementioned repairs are a priority, accompanied by the pool and slide repairs, relative to budget prioritization. This will of course remain in que.

Gate Rewire

BACKGROUND: CAT 5 wiring is inadequate for operating system. Ground saturation is causing gate to malfunction. New, proper wire needs to be pulled thru and or wireless.

| CONTRACTOR | COSTS | NOTES |
|------------|----------------|--|
| Sunbelt | \$8,555.00 | Rewire where possible. Use wireless where needed if conduit is not reusable. Vesta wholly owned subsidiary |
| Alden | \$15,080.00 | Rewire, possible extra \$3,500.00 if conduit is bad. |
| Halcyon | TBD by meeting | Came out and met with us, but due to recent illness has been delayed on returning. Will have estimate to us prior to meeting |



POND AND LAKE UPDATE:

- The Lake Doctors continue to perform at a high level and we are pleased with their service thus far.
- Regarding the Carp estimate presented in the last meeting, we did research further and found
 that while there was a proposal presented by Jessie Skinner of Leland, and possible approval
 from the Board, it was never signed and subsequently fulfilled. We would like the Board to
 move forward with the approval as time is of the essence for the early season introduction,
 relative to Spring weed blooms.

MISCELLANEOUS UPDATES:

- All Cameras are now functional due to the relocating of the routers for better signal
- Completely leveled all low spots in playground area. Will need to entertain the addition of playground mulch once bigger projects are underway.
- We've repaired a number of up lights in the pool area
- We recently replaced 12 up light assemblies throughout the amenity area
- The outside fireplace has been repaired
- We recently repaired the clubhouse men's bathroom door lock
- We have pressure washed the mesh lounges and mesh chairs at the pool area
- Greased and lubed entrance and exit gates

MISCELLANEOUS UPDATES (Prioritized):

- Get all pool equipment up and working as designed. BOARD ACTION REQ'D
- Wiring repairs for all gate and accesses. BOARD ACTION REQ'D
- Water slide descale, wax, caulk, and repair 2 spots in fiberglass. 3 quotes submitted. BOARD ACTION REQ'D
- Tennis court resurfacing. BOARD ACTION REQ'D
- Carp installation. BOARD ACTION REQ'D
- Add lights in dark areas at clubhouse. Will get with Jake as he is providing a couple of solar lights to test. After talking with Jake these lights will only light up for a few hours on overcast days and will not meet the needs of the district. We are currently getting estimates for lighting options.
- WIFI needs to be boosted to cover the fitness room and pool area. Halcyon and IAS will give quotes.
- JEA substation concrete needs to be removed, sprinkler capped and concrete re-poured. ICI along with Sunstate are handling this.

Estimate 2769 Big Z Pool Service



Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine, FL 32095 bigzpools@yahoo.com www.facebook.com/bigzpoolservice

Estimate 2769

ADDRESS

Tamaya 12788 Mertiage Blvd Jacksonville, FL 32246

DATE 01/12/2022 TOTAL **\$6,180.33** EXPIRATION DATE 02/12/2022

| AMOUNT | RATE | QTY | PRODUCT/SERVICE |
|----------|----------|-----|---|
| | | | Re: Splash Park Pool |
| 627.06 | 627.06 | 1 | Job Material:Material 2hp 3-phase Circulation Pump Motor |
| 624.44 | 624.44 | 1 | Job Material:Material 1.5 hp 3-phase Feature Pump Motor |
| 258.54 | 129.27 | 2 | Job Material:Material Complete Seal Kit, for pump motors |
| 2,012.28 | 335.38 | 6 | Job Material:Material 155 sqft Cartridge Filter Elements |
| 1,050.50 | 1,050.50 | 1 | Job Material:Material ORP and Ph Probes, for CAT Controller |
| 634.21 | 634.21 | 1 | Job Material:Material 1/4 hp Watershed Sump Pump |
| 150.00 | 150.00 | 1 | Services Service, to P.M the chemicals controller system, running all new tubing and fittings |
| 73.30 | 73.30 | 1 | Job Material:Material 60lb pneumatic locking lid support |
| 750.00 | 750.00 | 1 | Labor Rates:Commercial Labor Labor to install all above items |

TOTAL \$6,180.33

THANK YOU.

Accepted By Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Estimate 2770 Big Z Pool Service



Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine, FL 32095 bigzpools@yahoo.com www.facebook.com/bigzpoolservice

Estimate 2770

ADDRESS

Tamaya 12788 Mertiage Blvd Jacksonville, FL 32246

DATE 01/12/2022 TOTAL **\$4,211.86** EXPIRATION DATE 02/12/2022

| AMOUNT | RATE | QTY | PRODUCT/SERVICE |
|----------|----------|-----|---|
| | | | Re: Lap Pool |
| 1,177.36 | 588.68 | 2 | Job Material:Material 6" flange, 1 for suction and 1 for discharge |
| 179.00 | 179.00 | 1 | Job Material:Material Bolt kit, for flanges -ss bolts, washers and nuts included |
| 1,050.50 | 1,050.50 | 1 | Job Material:Material PH and ORP Probes, for CAT Controller |
| 150.00 | 150.00 | 1 | Services Service, to P.M the chemical controller system, running all new lines and fittings |
| 905.00 | 905.00 | 1 | Job Material:Material 150 ft 12v LED White Pool Light, installed |
| 750.00 | 750.00 | 1 | Labor Rates:Commercial Labor Labor |

TOTAL \$4,211.86

THANK YOU.

Accepted By Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Estimate 2771 Big Z Pool Service



Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine, FL 32095 bigzpools@yahoo.com www.facebook.com/bigzpoolservice

Estimate 2771

ADDRESS

Tamaya 12788 Mertiage Blvd Jacksonville, FL 32246

DATE 01/12/2022 TOTAL \$5,161.68 EXPIRATION DATE 02/12/2022

| PRODUCT/SERVICE | QTY | RATE | AMOUNT |
|---|-----|----------|----------|
| Re: Family Pool | | | |
| Job Material:Material 6" Flange, for suction side | 1 | 588.16 | 588.16 |
| Job Material:Material 4" flange, for discharge side | 1 | 392.10 | 392.10 |
| Job Material:Material Bolt Kit, for flanges | 1 | 179.00 | 179.00 |
| Job Material:Material 1.5 ph 3-phase Pump Motor | 1 | 624.44 | 624.44 |
| Job Material:Material Seal Kit | 1 | 129.27 | 129.27 |
| Job Material:Material Impeller and diffuser, for 1.5 hp motor | 1 | 289.00 | 289.00 |
| Job Material:Material 1/4 hp Sump Pump | 1 | 634.21 | 634.21 |
| Job Material:Material ORP and Ph Probes, for CAT Controller | 1 | 1,050.50 | 1,050.50 |
| Services Service, to P.M the chemical controller and run all new lines and fittings | 1 | 150.00 | 150.00 |
| Labor Rates:Commercial Labor Labor, to install all above items and clean the bottom of the tank out | 1 | 1,125.00 | 1,125.00 |

THANK YOU.

\$5,161.68

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

TOTAL

Accepted By Accepted Date

Aquashield Quote

No problem ... we have a project near Jacksonville this spring and can do the chip repairs for \$350 + the maintenance for \$3,376.

Let me know if you want to proceed.

Regards,



President – Owner

AquaShield Products, LLC

Office: 614.948.2554

Cell: 440.781.0051

www.SlideRenu.com

www.AquaticPads.com

SafeSlide Quote



Dale Cooper LLC DBA Safe Slide Restoration P.O. Box 102, Farmington, MO 63640 855.639.7543

www.safeslides.com

January 21, 2022

Tamaya New Home Association / Attn: Ron Zastrocky 12788 Meritage Blvd, Jacksonville, FL 32246 904-329-2277 / rzastrocky@vestapropertyservices.com

Hello Ken,

The following is a proposal for the restoration of your water slide. This proposal is based on the inspection done by Safe Slide Restoration on 11.11.2021. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

We Have The Industry's Best Warranties

- There is a **5** year warranty on paint for adhesion.
- There is a **5 year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 year warranty** on gel coat. With yearly maintenance plan



<u>Unique Restoration System</u>

Products

Superior Products Industry Proven Chosen by Performance not Price

Processes

Documented Procedures Consistent & Standards Safety Standards Proper PPE

<u>Guarantees</u>

All Project Managers are ACMA Certified Gel Coat Thickness Meets OEM Standards Meeting Deadlines Responsive

People

Unmatched Certifications ACMA, NACE, OSHA, Non-Slip Experience: 160 Projects Last Year

Slide Description:

Open Flume Body Slide - Navy Blue

Work Description:

Fiberglass Repairs:

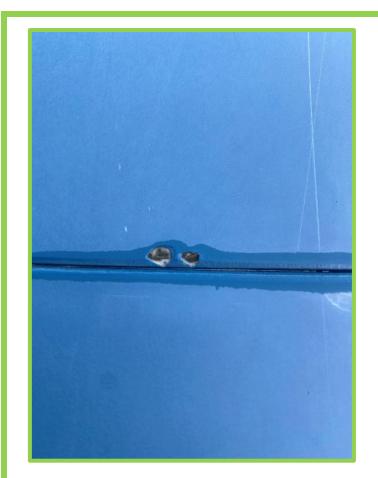
- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- > Seams will be sealed with premium caulk

Polish and Wax - Interior:

- Clean start tub and all open flume sections
- Polish start tub and all open flume sections
- Wax start tub and all open flume sections









Note: This Proposal/Contract expires in 60 days from the date on the first page of this document. $\rm V.111021$

*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or scrape with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge).

If there are any chip repairs and gel coat is required; we are certified in field color-matching for gel coat. This is not to be confused with manufacturer's exact color matching. If there are any previous coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacture's original coating, or any previous repairs. We do not cover any defects made by the manufacturer(s), as determined by our staff. If a warranty is necessary, Safe Slide Restoration covers cost of materials, labor & accommodations. The cost of a lift, scaffolding, or any equipment rentals for warranty work is the responsibility of the customer. There will be an additional charge for failed coatings. Recaulking seams does not apply if the seams are fiberglassed over. If we are repairing leaking seams the customer is responsible for identifying the leaking seams. The cost of a lift is not included in the above pricing. If a lift is needed, we are not responsible for any broken concrete. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50 % of the original paint price. The pricing does not include the cost of state taxes or licenses, if required.

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems possible. This may require, but not limited to: working 12 hours a day / seven days a week. The park is responsible to provide an adequate water source and electric power for the duration of the job.

50% - due before project starts

50% - due upon completion

Signatures:

Note: These payment terms may be negotiable, please connect with your Customer Representative if you need alternative options for your budget/needs.

After 30 days, an additional 5% will be added to the unpaid amount, and every 30 days thereafter that the payment is late. The park is responsible for any legal fees necessary to collect payment.

| Tamaya Home Association: | Date: |
|--------------------------|-------|
| Print: | |
| | |
| Safe Slide Restoration: | Date: |
| Print: | _ |



Terms & Conditions

- *Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.
- ** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives onsite. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

Customer Responsibilities

In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the

project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily dry inspections and a single test ride before daily operation.

Possible Additional Charges

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide.

Warranty Information

5 – year paint Workmanship warranty:

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

<u>5 – year structural repair workmanship warranty:</u>

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

5 – year gel coat workmanship warranty:

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmosis blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

Safe Slide Restoration does not offer any warranty for caulking of seams.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

Splashtacular Estimate

SCOPE OF WORK FOR

Tamaya Amenity Center Jacksonville, FL

MAINTENANCE SERVICES





\$20,114.00 for (A)

1. MAINTENANCE & RESTORATION SERVICES

| Item | Amount \$\$ | Notes |
|------|-------------|---|
| A | \$20,114.00 | 42" Open Body Slide Flume Interior Slide Surface Only Thoroughly clean interior slide surface. Light sand, buff, polish (descale) interior slide surface. Caulk all slide joints. Repair 2 chips and other minor fiberglass repairs. *****Light sanding in spot areas as needed is included. If discovered on site that significant heavy sanding is required throughout the slide. Additional charges will need to be discussed. |

2. TO BE PROVIDED BY OTHERS/EXCLUSIONS

- a. Any building permits, licenses, sales tax, allowances, bonds, and submissions as required by local authorities, surveying, brokers fees or additional site visits.
- b. It is assumed our crews will have the ability to work between 8AM and 8PM seven (7) days a week as we deem necessary
- c. Adequate access to the project area
- d. Prevailing or Union wage rates
- e. MEP Services of any kind.
- f. Masking of hardware.
- g. Hardware replacement of any kind.
- h. Modifications to the concrete deck, landscape, or surrounding areas.
- i. Recoating of any kind
- j. Exterior slide work of any kind

NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser herby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable include, but are not limited to, remobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

3. PAYMENT TERMS

- 50% Due to initiate contract and order materials.
- 25% Due upon commencement of work on-site.
- 25% Due upon completion of on-site work. Net 10 due upon receipt of invoice.

4. SCHEDULE

• Early February 2022 Anticipated Start Date (If quick award of project received)



401 N. East Street Paola, KS 66071

1.800.844.5334

www.splashtacular.com sales@splashtacular.com



Sunbelt Quote

BEACH CDD/TAMAYA

Beach CDD/Tamaya 12750 Meritage Blvd. Jacksonville, FL 32246 Tel: 904-483-2987 Contact: Roy Deary



Sunbelt Gated Access Systems of Florida

9774 Florida Mining Blvd West Ste 701 Jacksonville, FL 32257 United States

Tel: 904-354-7060 E-mail: service@sunbeltsys.com



QUOTE DETAILS

CURRENT PRICE \$8,555.00

| JOB LEAD | CREW |
|----------|------|
| | |

JOB TYPE: Quoted Repair

OUOTE DESCRIPTION

Abandon Cat5 cabling for vehicle gate access where we can with wireless. Where we can't we replace with correct cabling. Add primary/secondary wireless units to the both the entrance and exit swing gates. Add cellular unit to callbox. (There is a monthly fee for data usage) Add wiegand wireless bridge to barcode scanner. Re-pull and re-wire callbox with correct cable. This quote assumes we can reuse the existing conduit. Use the existing cable as a pullstring to pull in new cable. Assumes we can locate existing pullboxes and that the conduit is in good shape and isn't crushed. Relocate existing beam on resident barrier gate higher to catch larger delivery vehicles. Install on separate post.

Any alteration or deviation from the said specifications involving extra costs will be done only upon a written change order and the costs will become an extra charge over and above the original estimate; The estimate does not include additional labor which may be required should unforeseen problems arise after the work has started and Sunbelt Gated Access Systems reserves the right to amend any information without prior notice.

WORK DETAILS

TASKS

| NAME | DESCRIPTION | UNIT PRICE | QTY | PRICE |
|---------------|---|------------|-----|------------|
| REPAIR LABOR | Repair Labor | | | |
| CP-DS004 | Sure-Fi Wireless Wiegand Bridge Kit | \$735.00 | 1 | \$735.00 |
| CP-DS006 | Sure-Fi Wireless Relay Kit | \$900.00 | 2 | \$1,800.00 |
| DK-1800-080 | DoorKing Cellular Voice & Data Adapter w/Box | \$615.00 | 1 | \$615.00 |
| MISC-SPLY | Miscellaneous Install Supplies; Includes PVC/ Flex Conduit, Fittings, and/or Boxes, Low Voltage Wire, Connectors, Sleeve Anchors, Custom Mounting Brackets, Etc. | \$250.00 | 1 | \$250.00 |
| ORN ALUM POST | Aluminum Mounting Post; 3" Square Tube with Cap | \$95.00 | 2 | \$190.00 |

Sunbelt Gated Access Systems of Florida

Tel: 904-354-7060 E-mail: service@sunbeltsys.com

| NAME | DESCRIPTION | UNIT PRICE | QTY | PRICE |
|-----------------|---|------------|-----|------------|
| OSC-DUVAL | Base Charge for Onsite Service Call - Duval County; Covers Travel, Truck and First 1/2 Hour Labor on Site | \$135.00 | 3 | \$405.00 |
| REPAIR LABOR | Repair Labor Hour Charges | \$120.00 | 24 | \$2,880.00 |
| VIK-KONNECT-MS | Viking Konnect Wireless Communication Module Set for Gate Operator Master/Slave Operation | \$840.00 | 2 | \$1,680.00 |
| WARRANTY - 1/30 | WARRANTY: One (1) year manufacturer warranty on parts installed; Thirty (30) day warranty on workmanship from date of completion of repairs by our Technician. Warranty excludes acts of god, misuse and abuse. | \$0.00 | 1 | \$0.00 |

\$8,555.00

 Net:
 \$8,555.00

 Net Labor:
 \$0.00

 Tax:
 \$0.00

 Total:
 \$8,555.00

By ordering any of our services, you agree to be bound by these terms & conditions: All work to be completed in a workmanlike manner according to standard practices; Estimates and/or proposals for work are valid for thirty (30) days from date of estimate; Contract acceptance requires a signed estimate and may require a deposit, otherwise payment terms are COD or due upon completion; Any alteration or deviation from the said specifications involving extra costs will be done only upon a written change order and the costs will become an extra charge over and above the original estimate; The estimate does not include additional labor which may be required should unforeseen problems arise after the work has started and Sunbelt Gated Access Systems reserves the right to amend any information without prior notice. WARRANTY: Thirty (30) days from date of acceptance by owner or beginning of constructive use of equipment, whichever shall come first, parts & workmanship only unless noted otherwise

FLORIDA CONTRACTORS LICENSE ES12000933

Tel: 904-354-7060 E-mail: service@sunbeltsys.com

Alden Quote



Description

Alden Contracting & Services

4424 Parkway Commerce Blvd Orlando FL 32808 407-982-2011

Service Quote

Order#:

174088

Date:

09/23/2021

Contact: Amy Champagne & Vivian

champagnea@pfm.com

Billed To: Beach CDD

c/o PFM Group Consulting, LLC 3501 Quadrangle Blvd. STE 270

Orlando FL 32817

Project: Beach CDD - Tamaya

2970 Bari Court Gates - PC

Jacksonville FL 32246

This Quote is valid for 30 days

Client Work Order#:

Rate

Dee

Price

Rewire Gate System and Guard House

1.00 \$14.500.00

\$14.500.00

This quote is designed to remove all Cat 5 wire that is currently tied to the access control and gate systems. We will try to pull all wire from the conduit. We are still not sure where current junction boxes are or if they have been damaged from the tree installations, landscapers, or irrigation system. This will include the removal and repairs of any issues we will find except if the conduit is bad under the road beds that will need to have a bore to get to the other side. That cost would be an additional 3500.00 add on to this quote. This project will take at least 3 weeks to do and your gate system will be offline during this time. We will replace all old wire with the correct 18 gauge 6 conductor wire. In saying this we can see some pipe at 3/4 inch in diameter and if there is pipe less than this anywhere during this time we will need to replace this pipe for us to get wiring through. If we require more bores to make this happen same cost above will be applied to said work. This being said we will also test the grounding system for correct Omh's on grounds. If we find this to be an issue we will advise a correction to the system and quote this to the HOA for further work to be completed. This is a complete rewire of the entire system. If you have any questions please ask before work is started. If there will be any change orders all Members will be notified and you will need to sign the change order for work to be completed.

Quarterly Maintence Contract

1.00

Qty

\$580.00

\$580.00

Our PMA customers enjoy the following benefits:

Priority Scheduling

Damaged or worn parts are detected preventing unexpected service calls

Technicians test that all gated entry and access control equipment functions during maintenance visits Manufacturer model and serial numbers are stored in our database to expedite orders on future repairs The work we do is completely transparent, and invoices list a full report from each maintenance service Quarterly PMA customers in addition enjoy the following benefits:

Alden Contracting & Services LLC is licensed, bonded, and insured.

Alden Contracting & Services LLC shares common ownership and management philosophy with Leland Management.

This quote is ONLY valid for the above mentioned scope of work. Any services required outside the scope provided will require an additional quote. Price does not include any subsurface or unforeseen damage not visible by initial inspection.

Up to a 50% deposit may be required before any work can be scheduled. Thank you for your interest in Alden Contracting & Services!

Alden Contracting & Services shall retain a security interest in all goods and materials until same has been paid in full.

Buyer/owner agrees to pay all collection and attorney fees, as well as a 1.5% per month service charge on all past due amounts. All terms of this contract are contained herein.

Non-Taxable Amount: 15,080.00
Taxable Amount: 0.00
Sales Tax: 0.00
Payments Applied 0.00
Quoted Price: \$15,080.00



Alden Contracting & Services

4424 Parkway Commerce Blvd Orlando FL 32808 407-982-2011

Service Quote

Order#: 174088 Date: 09/23/2021

Contact: Amy Champagne & Vivian champagnea@pfm.com

Billed To: Beach CDD

c/o PFM Group Consulting, LLC 3501 Quadrangle Blvd. STE 270

Orlando FL 32817

Project: Beach CDD - Tamaya

2970 Bari Court Gates - PC

Jacksonville FL 32246

This Quote is valid for 30 days

Client Work Order#:

Dee

Description

Qty Rate Price

Discounts on Remote Programming Service Includes Emergency Service Membership Priority Scheduling for 24/7 Emergency Service Free Phone Technical Support Options for PMA Service Interval Schedules

Monthly Bi-Monthly Quarterly Semi-Annual Annual

Communication with our customers, property management companies and community managers is extremely important to us. If during our maintenance service visit our technicians find that your equipment is in need of further repairs or upgrades outside of the scope of general maintenance, you will be notified and advised on suggested next steps. When applicable, a proposal will be submitted for necessary repairs or recommendations and a CSR team member will follow up to answer any questions pertaining to the scope of work. It is agreed that either party will have the right to cancel this agreement with (30) days written notice. Once agreed to we will send an official contract for signatures.

*Indemnification

EXCEPT FOR ACTS OR OMISSIONS THAT VIOLATES A CRIMINAL LAW; DERIVES AN IMPROPER PERSONAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY; IS GROSSLY NEGLIGENT; OR IS RECKLESS, IS IN BAD FAITH, IS WITH

Alden Contracting & Services LLC is licensed, bonded, and insured.

Alden Contracting & Services LLC shares common ownership and management philosophy with Leland Management.

This quote is ONLY valid for the above mentioned scope of work. Any services required outside the scope provided will require an additional quote. Price does not include any subsurface or unforeseen damage not visible by initial inspection.

Up to a 50% deposit may be required before any work can be scheduled. Thank you for your interest in Alden Contracting & Services!

Alden Contracting & Services shall retain a security interest in all goods and materials until same has been paid in full.

Buyer/owner agrees to pay all collection and attorney fees, as well as a 1.5% per month service charge on all past due amounts. All terms of this contract are contained herein.

Non-Taxable Amount: 15,080.00
Taxable Amount: 0.00
Sales Tax: 0.00
Payments Applied 0.00

Quoted Price: \$15,080.00



Alden Contracting & Services

4424 Parkway Commerce Blvd Orlando FL 32808 407-982-2011

Service Quote

Order#: 174088 Date: 09/23/2021

Dee

Contact: Amy Champagne & Vivian champagnea@pfm.com

Billed To: Beach CDD

This Quote is valid for 30 days

c/o PFM Group Consulting, LLC 3501 Quadrangle Blvd. STE 270

Orlando FL 32817

Project: Beach CDD - Tamaya

Client Work Order#:

2970 Bari Court Gates - PC

Jacksonville FL 32246

Description Qty Rate Price

MALICIOUS PURPOSE, OR IS IN A MANNER EXHIBITING WANTON AND WILLFUL DISREGARD OF HUMAN RIGHTS, SAFETY, OR PROPERTY, THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD ALDEN, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, HARMLESS FROM ALL CLAIMS, ACTIONS, AND DAMAGES ARISING FROM THE PERFORMANCE OF ALDEN'S DUTIES UNDER THIS AGREEMENT AS DIRECTED BY THE ASSOCIATION, IT'S AGENTS, OR REPRESENTATIVES.

Alden Contracting & Services LLC is licensed, bonded, and insured.

Alden Contracting & Services LLC shares common ownership and management philosophy with Leland Management.

This quote is ONLY valid for the above mentioned scope of work. Any services required outside the scope provided will require an additional quote. Price does not include any subsurface or unforeseen damage not visible by initial inspection.

Up to a 50% deposit may be required before any work can be scheduled. Thank you for your interest in Alden Contracting & Services!

Alden Contracting & Services shall retain a security interest in all goods and materials until same has been paid in full.

Buyer/owner agrees to pay all collection and attorney fees, as well as a 1.5% per month service charge on all past due amounts. All terms of this contract are contained herein.

| Quoted Price: | \$15,080.00 |
|---------------------|-------------|
| Payments Applied | 0.00 |
| Sales Tax: | 0.00 |
| Taxable Amount: | 0.00 |
| Non-Taxable Amount: | 15,080.00 |
| | |