



***BEACH
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Monday
September 19, 2022
6:00 p.m.***

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

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Beach Community Development District

Development Planning and Financing Group

[X] 250 International Parkway, Suite 208
Lake Mary FL 32746
321-263-0132

Board of Supervisors
Beach Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Beach Community Development District is scheduled for **Monday, September 19, 2022, at 6:00 p.m.** at the **12788 Meritage Blvd., Jacksonville, FL 32246**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X-193 or dmcinnes@dpgmc.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

Cc: Attorney
Engineer
District Records

District: **BEACH COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Monday, September 19, 2022

Time: 6:00 PM

Location: 12788 Meritage Blvd.,
Jacksonville, FL 32246

Call-in Number: +1 (929) 205-6099

Meeting ID: 7055714830#

Agenda

I. Roll Call

II. Pledge of Allegiance

III. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

IV. Management – Discussion of Amenity Rules & Policies/ Enforcements

V. Task Force Report

A. Landscape & Irrigation Maintenance RFP [Exhibit 1](#)

B. Security Recommendations

1. Task force has agreement that if Jake can keep within the budgeted amount for 2023 that they would not recommend putting security out for RFP

VI. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held July 18, 2022 [Exhibit 2](#)

B. Consideration for Acceptance – The July 2022 Unaudited Financial Statements [Exhibit 3](#)

C. Consideration for Acceptance – The August 2022 Unaudited Financial Statements [Exhibit 4](#)

VII. Business Items

A. Consideration & Adoption of **Resolution 2022-19**, Designating Authorized Signatories [Exhibit 5](#)

B. Consideration of Community Advisors Reserve Study Proposal - \$4,900.00 [Exhibit 6](#)

C. Discussion of Demand Letter from Brentwater Place Association [Exhibit 7](#)

D. Discussion of Community Enhancement Requests

1. Park Benches

2. Solar Stop Signs with Speeds Posted

3. Pet Waste Stations

VII. Business Items – continued

E. Consideration of Coastal Maintenance Holiday Decorations Proposal - \$5,999.60

[Exhibit 8](#)

F. Consideration of Wayne Fire Sprinkler Maintenance Proposal – To Be Distributed

G. Consideration of Audit Committees Recommendations for Auditor Services

VIII. Staff Reports

A. Lifestyle & Field Management Report

[Exhibit 9](#)

B. District Counsel

C. District Manager

1. Unopposed Qualified Electors

a. Seat 4 – Sheila Papelbon

b. Seat 5 – Matthew Calderaro

D. District Engineer

IX. Audience Comments (*limited to 3 minutes per individual for non-agenda items*)

X. Closed Security Session - In accordance with Sections 119.071(3)(a) and 281.301, *Florida Statutes*, a portion of the Regular Meeting may be closed to the public, as it relates to the District’s security system plan. The closed session is scheduled to begin at 7:30 p.m. but may begin at any time during the Regular Meeting, and is expected to last approximately sixty (60) minutes, but may end earlier than expected or may extend longer. When the security system plan agenda item is discussed the public will be asked to leave. The public will be notified that they may return upon completion of the discussion regarding the security system plan.

XI. Supervisors’ Requests

XII. Action Items Summary

XIII. Next Month’s Agenda Items

XIV. Next Meeting Quorum Check: October 17th, 6:00 PM

Stephen Kounoupas	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Andrew Hagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Sheila S. Papelbon	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Matt Calderaro	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Robert Renn	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

XV. Adjournment

EXHIBIT 1

PROJECT MANUAL

FOR

LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES

FOR

***BEACH
COMMUNITY DEVELOPMENT DISTRICT***

Prepared by:

Ron Zastrocky, Dana Harden and
The Tamaya Task Force Committee

September 2022

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REQUEST FOR PROPOSALS

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR:

BEACH COMMUNITY DEVELOPMENT DISTRICT

Duval County, Florida

Notice is hereby given that the **Beach Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, as more specifically set forth in the Project Manual.

The Project Manual, including contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained beginning [____], [____], 2022, at 9 a.m. (EST), from Jackie Leger, by email at jleger@dpgmc.com.

A mandatory, pre-proposal conference will be held on [____], [____], 2022, at 11:00 a.m. (EST) at the Tamaya Amenity Center, 12788 Meritage Blvd, Jacksonville, Florida 32246.

Firms desiring to provide services for this project must submit one (1) original and seven (7) hard copies of the proposal forms and one (1) electronic version in PDF format, by no later than 11:00 a.m. (EST), [____], [____], 2022, to the Beach CDD, c/o DPGF Management and Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746 Attn: Howard McGaffney. Proposals shall be submitted in an opaque sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Ranking of proposals will be made on the basis of qualifications according to the Evaluation Criteria contained within the Project Manual. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest to do so. Any and all questions relative to this project shall be directed in writing only to Howard McGaffney, by electronic mail to Howard McGaffney at hmac@vestapropertyservices.com and carbon copy Jackie Leger at jleger@dpgmc.com.

Beach Community Development District
Howard “Mac” McGaffney, District Manager

**BEACH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance
Duval County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than [____], [____], 2022, 11:00 a.m. (EST), at the office of the Beach CDD, c/o DPFM Management and Consulting, 250 International Parkway, Suite 208, Lake Mary, FL 32746 Attn: Howard McGaffney. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Howard McGaffney, Beach Community Development District, by electronic mail to Howard McGaffney at hmac@vestapropertyservices.com and carbon copy Jackie Leger at jleger@dpfgmc.com. Interpretations or clarifications considered necessary in response to such questions will be issued in an Addenda, by email to all parties recorded as having received the Project Manual. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered.

Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Submit one (1) original and seven (7) hard copies of the proposal forms and one (1) electronic version in PDF format, along with other requested attachments, at the time and place indicated above, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Beach Community Development District – Landscape and Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROJECT MANUAL. The Project Manual will be available beginning [____], [____], 2022, at 9:00 a.m. (EST), from Howard McGaffney by email at hmac@vestapropertyservices.com.

SECTION 10. PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on [____], [____], 2022, at 9:00 a.m. (EST) at the Tamaya Amenity Center, 12788 Meritage Blvd, Jacksonville, Florida 32246. Also, Proposers are encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features that will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The Proposer, in accordance with the Project Manual, shall provide the quantities and unit costs for landscaping materials.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the

Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual. As part of the Contract negotiations with the District, the Proposer may be asked to provide a safety plan or its best practices policy regarding safety protocols for heavy traffic, school zones, and others.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. One additional reference should be provided for a lost client of similar size and scope.
- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.

G. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of the Beach Community Development District, 250 International Parkway, Suite 208, Lake Mary, FL 32746, Attention: Howard McGaffney. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within this Project Manual.

Section 20. Familiarity with the Project

Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project.

BEACH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel (20-points)

(E.g., geographic locations of the firm’s headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Experience (30-points)

(E.g., past record and experience of the respondent in similar projects; volume of work, area of coverage, previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, and reputation of respondent, etc.)

3. Understanding of Scope of Work (20 points)

Does the proposal demonstrate an understanding of the District’s needs for the services requested?

4. Price (30 total points)

Points available for price will be allocated as follows:

20 points will be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that Proposer’s bid and the low bid.

10 points are allocated for the reasonableness of unit prices and quantities.

BEACH COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this _____ day of _____, 2022 by _____ [company] whose business address is _____, telephone number is _____, fax number is _____, and electronic mail address is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Beach Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Name of Organization

This ___ day of _____, 2022

By: _____

By: _____

Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me ___ by means of physical presence or ___ online notarization this ___ day of _____, 2022, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

PRICE PROPOSAL FORM

FOR

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR THE

BEACH
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

BEACH
COMMUNITY DEVELOPMENT DISTRICT

Attn: Howard McGaffney
250 International Parkway, Suite 208,
Lake Mary, FL 32746

on or before 11:00 a.m. EST, [_____], 2022

TO: Beach Community Development District

FROM:

(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Beach Community Development District, the undersigned proposes to conduct all Work necessary to provide complete Maintenance Operations as described in the Detailed Specifications and Maintenance Map.

All Proposals shall be in accordance with the project manual.

BEACH COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Proposer Name: _____

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	_____	_____
Year 2	_____	_____
Year 3	_____	_____

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services**

Contractor

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CONTRACTOR QUALIFICATION STATEMENT

CORPORATE OFFICERS

SUPERVISORY PERSONNEL

COMPANY OWNED MAJOR EQUIPMENT

STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

FORM OF AGREEMENT

DETAILED SPECIFICATIONS / SCOPE OF SERVICES

PROPOSAL SUMMARIES BY LANDSCAPE AREA

PROPOSED UNIT PRICES

SERVICE AREA/MAINTENANCE MAP

1st Contract Name _____ Title _____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes () no ()

If no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes () no ()

7.1 If yes, provide the following:

o Type of registration _____

o License No. _____ Expiration Date _____

o Qualifying individual _____ Title _____

o List company(s) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Duval County? yes () no ()

7.3 Has the Proposer company performed work for a community development district previously? yes () no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no ()

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022*) _____, (2021) _____, (2020) _____.

*estimate acceptable

9. What are the Proposer's current insurance limits?

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

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

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

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

13. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract?

Yes _____ No _____ If so, state name of individual, other organization and reason therefore. _____

14. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." _____

15. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

16. Within the past five (5) years, has the Proposer failed to complete a project within the scheduled contract time or any supply chain issues? _____ If so, discuss the circumstances/solutions surrounding such failure to complete a project on time as well as the date thereof. _____

17. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Beach Community Development District? Yes _____ No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check. The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Beach Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Beach Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation. See Section 30 concerning E-verify.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This ____ day of _____, 2022.

(Corporate Seal)

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this ____ day of _____, 2022, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

**STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)**

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Proposer's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name _____

Date

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of _____

ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2022, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

AFFIDAVIT FOR PARTNERSHIP

State of _____

ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me this _____ day of _____, 2022, by _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of _____

ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)

(Officer must also sign here)

Sworn to and subscribed before me this _____ day of _____, 2022, by _____
_____ of the _____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Beach Community Development District.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another

person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

(Name of individual signing)

Date: _____

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)
space provided above on this _____ day of _____ 2022.

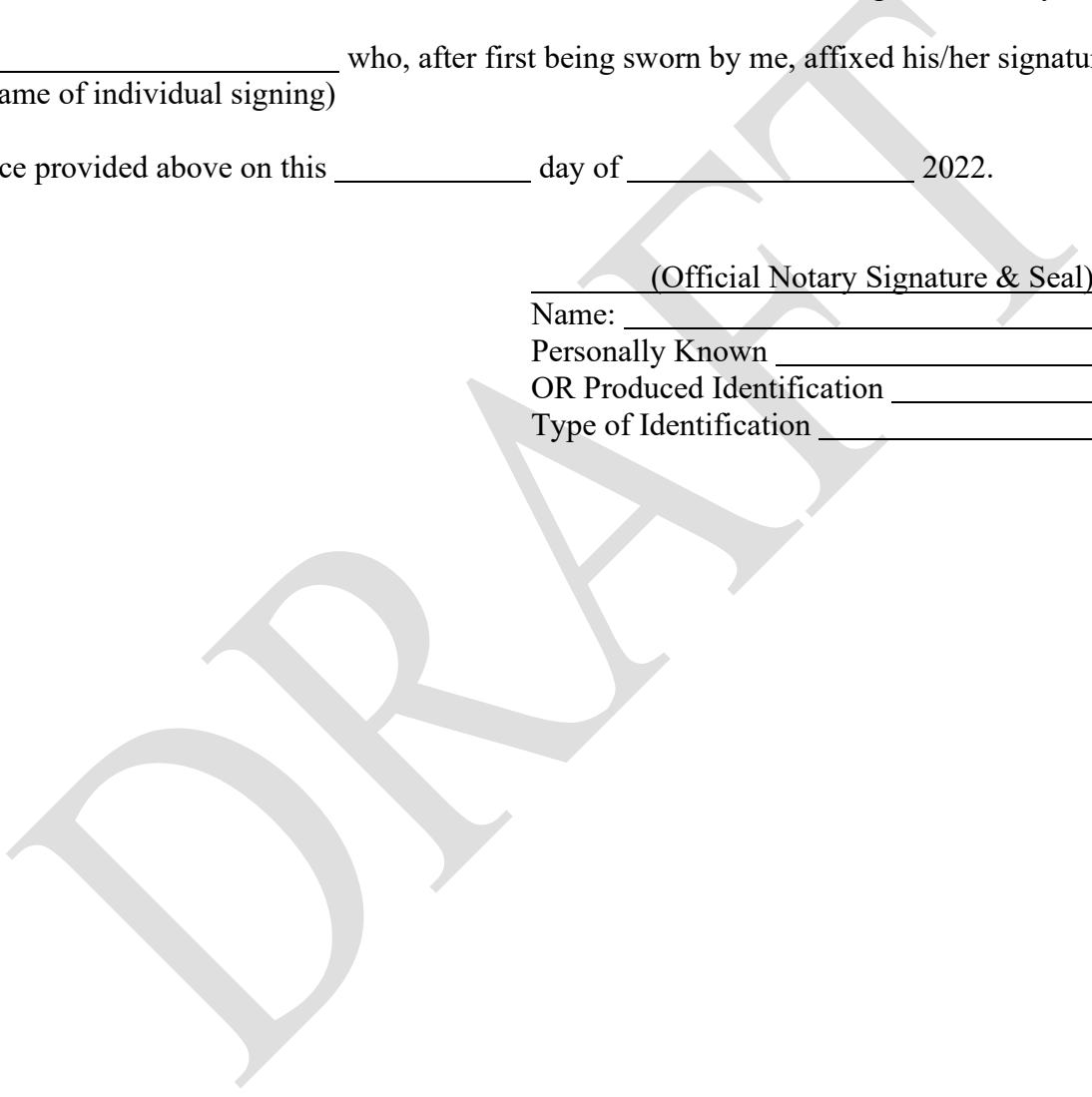
(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____



FORM OF AGREEMENT

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN BEACH COMMUNITY DEVELOPMENT DISTRICT
AND _____**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, with an effective date of _____, 2022, by and between:

BEACH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Duval County, Florida, whose business address is 250 International Parkway, Suite 208, Lake Mary, FL 32746 (the “District”), and

_____, whose address is _____
(the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as **Exhibit A** and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and attached Exhibits.

- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific professional services as shown in Section 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit B** in the designated areas as shown in the maintenance map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Attached Exhibits are intended to clarify the Price Quotation and Scope of Services to be provided herein; to the extent that any other provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

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

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

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

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

(1) The District hereby designates the District Manager, Field Operations Manager, and the General Manager to act as its representatives.

(2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. 7

D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services within one (1) week of any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays. Contractor shall coordinate with the District representatives to timely complete all such services.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Contractor further understands and acknowledges that there are school children who may be traversing to and from school during regular school hours. Contractor shall use all due care to protect the safety school children who may be traversing to and from school, while Contractor is still on-site and performing the services herein, by being cognizant of their presence and prioritizing their safety.

5. COMPENSATION; TERM.

A. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$ _____) for a total of _____ Dollars (\$ _____) for Fiscal Year 2022-2023;

ii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$ _____) for an annual total of _____ Dollars (\$ _____) for Fiscal Year 2023-2024; and

iii. twelve (12) monthly payments of _____ Dollars and _____ Cents (\$ _____) for an annual total of _____ Dollars (\$ _____) for Fiscal Year 2024-2025.

B. Work shall commence on October 1, 2022, and end September 30, 2025, unless terminated earlier in accordance with Section 14 below.

C. If the District should desire additional work or services, or to add additional lands to be maintained, or Contractor has recommended repairs or additional work not within the scope of this Agreement, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall not provide such additional services until such agreement is evidenced in writing. Fees for any additional services shall be calculated based on the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor and agreed upon in writing.

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

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of

Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued, all as incurred.

8. BACKGROUND CHECKS. The Contractor shall conduct background checks on any and all of its employees who will or may be providing landscape and irrigation maintenance services at the District. Contractor shall provide proof of same, if requested by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision

thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

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

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

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

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

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

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

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

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

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

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Beach Community Development District
250 International Parkway, Suite 208,
Lake Mary, FL 32746
Attn: Howard McGaffney

with a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wes Haber

B. If to the Contractor: _____

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

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

25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Duval County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Howard “Mac” McGaffney** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to

perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 Ext. 284, HMAc@VESTAPROPERTYSERVICES.COM, OR AT 250 International Parkway, Suite 208, Lake Mary, FL 32746

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with

the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Signatures on next page]

DRAFT

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**BEACH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: _____
Print Name: _____

By: _____
Its: _____

Exhibit A: Price Quotation
Exhibit B: Scope of Services
Exhibit C: Maintenance Map

DRAFT

**LANDSCAPE & IRRIGATION MAINTENANCE SPECIFICATIONS
FOR
BEACH COMMUNITY DEVELOPMENT DISTRICT (CDD)
DUVAL, FL**

1. General Requirements:

- a) The Contractor will be responsible to provide all labor, equipment, and materials required to provide professional landscape maintenance and irrigation services for the Beach CDD as specified herein. Failure to meet these specifications could result in necessary actions to remediate the districts concerns such as management level partnering meetings by both parties, retainage of pay until deficiencies are addressed or early termination of the contract. Beach is a premier housing community in Duval County and the CDD expects the best professional services to maintain the districts property.
- b) **On-Site Contractor Supervisor/Foreman Qualifications Requirement:** After award of this contract, the Contractors proposed on-site supervisor must be interviewed and approved by the district or its staff. This supervisor must have a detailed resume indicating experience working in a high demand/large scale community such as Beach with a proven track record. A resume of the Contractor's selected supervisor will be submitted to the district upon award of the contract for approval.
- c) All on-site staff are required to wear company shirts w/logos to identify they are contracted by the CDD to work on district property. All vehicles on the property must have company logos or magnets to properly identify the Contractor's company while on district property.
- d) The Contractor shall provide the name and number of an emergency point of contact that will be available as needed on a 24 hour/7 day per week (including holidays) if required due to a hazardous on-site condition. If a hazardous condition is identified, the emergency contact will be required to arrive on-site within 4 hours of the notification to address the emergency and report to the Field Operations Manager or designee. All emergency responses (w/date/time) shall be documented (via email) to the Field Operations Manager or designee within 48 hours after the on-site issue is resolved.
- e) The Contractors equipment shall be kept in good working order. Blades shall be sharpened before mowing and decks shall be level to ensure clean and even cut. Rotary mowers are permitted on all portions of CDD property except for CR 244 center median, East border to West border must be cut with a mulching deck mower for safety and nutrient replenishment.
- f) The Contractors trucks shall avoid blocking residential driveways and be clearly marked with lights and/or safety cones when parking in high traffic areas or near school zones.

2. Reporting Requirements:

- a) **Daily Pre-Visit Reporting:** The Contractors assigned foreman or supervisor will be responsible for providing written notice (via text and/or email) to the Field Operations Manager and Landscape Manager prior to the beginning of each visit (within 8 hours prior to arrival). This notice shall include the date and time, provide the anticipated work areas for each visit, # of staff on-site and estimated completion time.
- b) **Daily Post-Visit Reporting:** Once each visit is complete the Contractors assigned foreman or supervisor will be responsible for providing written notice (via text and/or email) to the Field Operations Manager and Landscape Manager (within 8 hours after departure). This notice shall include the date and time of the report, provide a brief writeup of all work completed during the visit and provide any issues noted by the crew during the visit. Examples of issues could include damage to district property (i.e., fences, signs, etc.) and could provide ideas for improving or enhancing the districts property (i.e., additional trees, plants, etc.).
- c) **Monthly Reporting:** On a monthly basis, the Contractors management team will be required to hold an on-site safety/quality assurance meeting with Amenities Staff. This meeting will also include the Contractor's

on-site staff that routinely work on the district property. During this meeting amenity staff and the Contractor's management team will discuss the quality of the landscape/irrigation, safety, lessons learned, upcoming chances of severe weather, district concerns, etc. This meeting shall be documented by the Contractor with detailed meeting minutes and provided to the Field Operations Manager and Landscape Manager within 5 business days after completing each meeting.

- d) Monthly Property Inspection: Once per month a senior representative from the Contractor shall accompany the Field Operations Manager or designee for a windshield inspection of the property. The schedule for these inspections will be agreed to by both parties via email and text. Upon completion of the inspection the Contractor is required to provide a writeup of the inspection and provide details of any deficiencies noted with a timeline to remedy all repairs or issues with 72 hours.
- e) Irrigation Reporting: Once per month inspection of the irrigation system is complete as defined in Section 14, the Contractor must provide a detailed report of any issues noted and a list of all repairs made during the inspection. This report outlining all zone inspections shall be provided via email to the Field Operations Manager or designee upon completion for review. **The Contractor is always encouraged to provide a list of recommendations to the district for improving the irrigation system to conserve water for consideration.**
- f) Attendance Requirements for CDD Board Meetings: Upon request of the district, the Contractor shall attend any regularly scheduled board meeting. During this meeting the Contractor will be required to provide a detailed presentation to address any issues as directed by the Field Operations Manager or designee or to provide a general status update of the properties condition. This report will be presented before the board and residents.
- g) Quarterly Newsletter Article: On 1 April (start of growing season) and 1 November (start of dormant season) of each year, the Contractor will be responsible for providing an article to be published in our monthly newsletter to residents. This article shall include an update to residents of what to expect in the coming months regarding lawn coloring/discoloring based on seasons, status of pruning, tree trimming, status of major repairs completed, status of annual plantings and any helpful lawncare tips for residents to consider. This article is to promote your company and to assist the residents with information about the landscape contract activities. Once each article is completed/edited, the Contractor shall send via email to the Field Operations Manager or designee.

3. Schedule of Service:

- a) The Contractor is expected to have an on-site presence (to include a full-time landscape maintenance crew) year-round during the growing and dormant seasons to perform tasks as per these specifications. All work efforts must be completed by end of day Friday for each week unless an exception is granted by the Field Operations Manager or Landscape Manager on an as needed basis or for inclement weather. This request must be provided by the on-site supervisor to the Field Operations Manager or Landscape Manager via text or email.
 - Full Time Crew is defined as crew supervisor
 - Dormant Season is defined as November 1 thru March 31
 - Growing Season is defined as April 1 thru October 31

4. Mowing Specifications:

The Contractor is responsible to complete mowing operations during both dormant and growing seasons.

- a) Education: The Contractor shall educate employees on proper mowing techniques for the varying types of grasses throughout the district's property. Employees operating mowing equipment shall utilize various mowing patterns to provide even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly

appearance. No grass clippings should be visible on top of turf following any mowing and if present, the situation must be remedied before leaving area or end of same business day.

b) Mowing Heights: The Contractor shall ensure proper lawn heights are maintained as shown below:

- All Bahia turf on-site shall be maintained at a height of 2.5”- 4.0” inches
- All Bermuda turf on-site shall be maintained at a height of .5” – 2.5” inches.

Note: Bermuda grass can be damaged by improper deck heights and turn radius of equipment. The Contractor is responsible to educate staff on these requirements.

- All St. Augustine turf on-site shall be maintained at a height of 4.0” -5.0” inches.

5. Landscape/Maintenance Areas:

Area	Description	Types of Grass	Growing Season	Dormant Season	Notes
1	Tamaya North (Danube, Tartus, Pescara, Oreveza, Marmaris, Capera, Provati, Izola, Karatas, Aegean)		Weekly	Once Per Month	Includes all common areas, pond banks
2	Tamaya NW (Cassia, Costas, Laurel Bay, Cala Cv)		Weekly	Once Per Month	Includes all common areas, pond banks
3	Tamaya South (Brettunger, Savona, Bari, Trave)		Weekly	Once Per Month	Includes all common areas, pond banks
4	Meritage Blvd Including Guard house, Roundabout, Park behind pond		Weekly	Once Per Month	Includes all common areas, pond banks
5	Tamaya Amenity Center		Weekly	Once Per Month	Includes pool area, amenity center entrance/exit
6	Tamaya Blvd From Beach Blvd to Kernan		Bi-Weekly	Once Per Month	Includes fountain area, common areas, pond banks
7	Beach Blvd From End of wall by Caliber Collision to Fountains		Bi-Weekly	Once Per Month	

6. Edging/Weed Eating:

- a) Edging Requirements: The Contractor will neatly edge and trim around all plant beds, curbs, streets, trees, buildings to maintain shape and configuration. Edging equipment will include manufacturer's guards to deflect hazardous debris. All grass runners will be removed after edging to keep mulch areas and walkways free of weeds and encroaching grass. "Hard" and "Soft" edging and string-trimming shall be performed in conjunction with turf mowing.
- b) The Contractor shall notify the district of any areas considered inaccessible to mowing machinery and once approved, these areas will be maintained with string trimmers or chemical means, as environmental conditions permit.
- c) Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- d) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. **All passing pedestrians must be given the right of way along sidewalks during operations.**

7. Blowing:

- a) Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, by forced air machinery, immediately after every mowing and before leaving that area/zone.
- b) The Contractor is required to avoid potential safety issues with pedestrians, bikers, runners, and school children during edging/weed eating operations. **All passing pedestrians must be given the right of way along sidewalks during operations.**

8. Storm Drain Cleanup:

- a) Storm Drain Openings, Inspection/Clean-up - Storm drain openings, grates and Advanced Drainage Systems will be visually inspected concurrent with each mowing. These areas shall be cleaned and swept free of debris as needed.
- b) Once per month, sand and debris will be removed with shovels to allow water to flow freely into drains and prevent flooding during major storm events.

9. Shrubs & Cord Grass Maintenance:

- a) Shrubs and other groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6” below any signage or directional graphic or lettering associated with building identification systems.
- b) Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.
- c) Pruning of plants which overhang curbs shall be addressed monthly.
- d) Pruning of bushes shall include maintaining the current shape and does not include changing the shape of the plant as in a cut back.
- e) Mass planted shrubs shall not be pruned individually.
- f) Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean, neat appearance.
- g) Any weeds within shrubs or plants must be removed during trimming operations.
- h) All cord grass along edge of roads shall be pruned and blown off curbs, sidewalks, and turf monthly throughout the community.

10. Tree Trimming, Pruning, Staking:

- a) All trees including oaks, tree Ligustrum’s, patio trees, and pines adjacent to walkways and along the edge of mowed areas shall be pruned every 6 months to maintain their health and enhance their natural appearance and prevent obstruction with travel lanes, when necessary, as follows:
 - Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
 - Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
 - Areas within a median shall be clear of vegetation or obstruction to a height of 8 feet.
- b) The Contractor must ensure all overhangs comply with Duval County codes and regulations.
- c) The Contractors pruning operations shall include removal of dead wood and up-limbing of multi-stem trees wherever irrigation is blocked. Pruning methods shall be consistent with accepted horticultural practices.

- d) Sucker growth /Oak shoots will be pruned as needed or directed. Cutting the central leader and/or topping trees shall not be done.
- e) The Contractor is responsible to stake and re-stake as needed or directed for all youth trees along roadways and mowing areas as necessary and guy wires tightened when required. The Contractor shall remove stakes and guy wires when roots are well established.
- f) The Contractor shall treat or remove high density moss from any vegetation throughout the property, especially Oak trees along roadways.

11. Litter and Debris Removal:

- a) Prior to each daily mowing operation, the Contractor is responsible for pick up all trash to include bottles, cans, bags, fallen limbs and palm fronds, dead plants, and other debris on the property areas (i.e., grass areas, monument beds, pond banks, roundabouts, near or adjacent to amenity centers, medians, etc.) including signs (i.e., for sale, etc.) displayed in rights-of-way and common areas unless otherwise directed by the Field Operations Manager or designee or staff.
- b) Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the district.
- c) Natural Areas defined as visible areas (within 5' of existing bed lines) of natural vegetation, also as designated on the site map, shall be kept free of dead branches or unsightly weeds and vines that detract from the appearance of the landscape. These areas should be inspected and maintained during each mowing schedule.

12. Weed Control / Weeding of Beds:

- a) During each daily visit, the Contractor is responsible for removing all visible weeds from medians, all monument beds, adjacent to sidewalks and roadways and growing within shrubs/plants/cordgrass
- b) Daily weeding is also required at both amenity centers to include pool decks, tree rings, between pool pavers, flower beds, within shrubs/plants/cord grass, along entry/exit walkways at the centers, along fence lines, etc. The amenity centers are the focal point of the community and as such, special attention and detail shall be considered for this item.
- c) Post and pre-emergent herbicide may be applied to areas, when necessary, to include but not limited to all tree rings. Weeds in medians shall be hand pulled or sprayed with herbicide.

Note: The appearance of our community is vital to our residents. The Contractor's staff must be trained to remove weeds from ALL areas mentioned above to avoid resident complaints. Weeds within shrubs, along pool decks or walkways are noticeable and failure to complete this specification will result in management meetings between both parties and noted deficiencies.

13. Annuals:

- a) The Contractor is required to place healthy and vibrant annual flowers in all beds shown on the detailed plans and as described below. The suggested annuals for each planting must be reviewed and approved by the Field Operations Manager or designee.
- b) A rotation of three different annuals is required during each year.
- c) Prior to planting of annuals, all beds are to be rototilled to a depth of 8-10 inches.

- d) Annual flower beds will be serviced weekly during the growing season and bi-weekly during the dormant season to remove flowers that are fading or dead to prolong blooming time and to improve the general appearance of the plant.
- e) Annual soil mix will be replenished once per year at a rate of 1 cubic yard soil mix for every 275 square feet of bed area. All annuals will be fertilized at time of installation using a balanced controlled release fertilizer at the label rate. As weather and conditions dictate this will be supplemented with a soluble liquid fertilizer to enhance flowering and plant vigor.
- f) Annuals are required at the following locations:
 - (Annual Zone 1) Tamaya Blvd/Beach Blvd front of fountain and median
 - (Annual Zone 2) Entrance to clubhouse
 - (Annual Zone 3) Four (4) Potted plants by pool and Two (2) front entrance

14. Irrigation Inspection:

- a) The Contractor is required to have a designated highly trained irrigation team during the duration of this contract. The irrigation team qualifications must be submitted to the Field Operations Manager or designee for approval.
- b) Within 10 days after award of this contract, the Contractor must submit a detailed plan on how/when the different areas of irrigation will be inspected on a monthly basis. This plan must be reviewed and approved by the Field Operations Manager or designee.
- c) The Contractor shall be respectful and aware of school arrival and dismissal times provided by Duval County Board of Education on an annual basis. Irrigation along roadways and sidewalks shall be off during these time frames to prevent students from being diverted into hazardous roadways.
- d) No irrigation is to be running between the hours of 7am-9:30am as well as 2pm-5pm, 5 days per week.
- e) The Contractor shall complete monthly inspections (12 inspections/per year) to all controllers and the full irrigation system including battery controllers. Other monthly inspection items include:
 - All sprinkler heads checked for proper operation and coverage. Minimize overspray onto roadways and pedestrian areas, when possible, to conserve water.
 - Inspect all valve boxes for broken or missing lids, replacing as needed. **Mark with safety measures until repairs can be made.**
 - Adjust as needed controllers to provide proper application of supplemental water while following the required St. Johns River Water Management District guidelines.
 - Adjust watering schedules to correspond with seasonal color installation, fertilization applications and pest control operations.
 - Adjust watering schedules as required by the Field Operations Manager or designee as needed to accommodate special events and sports activities.
 - Adjust watering schedules as needed based on seasonal rainfall amounts.

Note: Any damaged areas to include broken valve boxes, broken sprinkler areas that present a hazard to pedestrians, bikers, etc. must be taped off with visible markings (day and night) to warn residents of the danger until repairs are made.

15. Irrigation Repair Policy:

- a) The Contractor shall provide an all-inclusive irrigation repair policy and lump sum cost that includes all costs associated with labor and materials for the following repairs as required:
 - Lateral line repairs
 - Valve repairs and replacement
 - Solenoid replacements
 - Head replacements, raising and adjusting as needed

- Relocation or adjustment of heads to accommodate plant/turf growth
- Locating and Splicing Wires
- Valve box and Lid replacement
- Decoder repairs and replacement
- Battery replacement in all controllers to maintain memory functions
- Rain sensor replacement

All repairs of items listed above are solely at the Contractors expense and shall be included in the Contractors' weekly report with specific details of the location, items repaired and status to complete (i.e., identified, under repair, repair complete).

- b) The following items fall outside the terms of the all-inclusive contract:
- Mainline repairs of 4" pipe or greater
 - Timer repair and replacement
 - Damage due to vandalism
 - Verifiable damage due to lightning strikes or power surges

Items in Section 15, Paragraph b are subject to review and approval by the Field Operations Manager or designee. These items will only be approved after receipt of a detailed cost breakdown to include cost of materials and labor and estimated timeline to complete the repair.

- c) During repairs the Contractor is required to clearly mark the area with lawn flags indicating that a particular section of landscape is "under repair". These flags and/or safety cones will communicate to the residents that the issue has been identified and is currently under repair. All flags and/or cones must be clearly visible at night for vehicles and the residents.
- d) All irrigation repairs shall be included within 24 hours of notification unless otherwise approved by the Field Operations Manager or designee.

16. Progress Payments/Checklist Requirement:

- a) Weekly Landscape Checklist: Upon successful completion of each week's landscaping/irrigation activities the Contractor will notify the Field Operations Manager or designee as required in Section 2, Paragraph B. The Field Operations Manager or designee will inspect the property and complete the attached "weekly landscape checklist" to ensure the terms and conditions of this contract are being fulfilled. A copy of the completed checklist will be provided to the on-site supervisor the following Monday at arrival. This completed document will initiate either action below:

Action 1: Report indicates all work has been completed (mark yes in completed column). District Representative will sign/date, Contractor will sign/date. The Contractor will retain the document and submit with the next progress payment invoice.

Action 2: Report indicates all work has not been completed in accordance with the terms and conditions of the contract and notes all deficiencies requiring immediate action. The document will remain unsigned until the deficiencies have been corrected. If not corrected prior to the next invoice period, the district reserves the right to hold retainage until the deficiencies are corrected and inspected.

All of these signed checklists (4 in total per month, 1 each week) shall be provided along with the Contractor's monthly invoice.

17. Contract Options for Pricing Consideration by District:

- a) The district requests pricing for the following option items to be exercised at the Districts discretion during the terms of this contract. These items will be awarded in writing as needed separate from this contract.

- b) The Contractor must adhere to the terms and conditions of this contract while completing installing any of these options in the future.
- OPTION 1: Ornaments (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of three (3) gallon ornamentals to include but not limited to: Walters Viburnum, Azaleas, Thryallis, Loropetalum and other ornamentals readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during pricing.
 - OPTION 2: Shrubs (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of (1) gallon shrubs or ground cover material to include: Agapanthus, Blue Flax Lilly, Society Garlic, Lantana, Bulbine and other shrubs readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during bidding.
 - OPTION 3: Trees (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of live oak trees (include height in price) and any other popular trees or palms readily available by the Contractor's suppliers.
 - OPTION 4: REPLACEMENT SOD (PER SQUARE YARD AND PER PALLET): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of all grass types located on the district's property.

18. General Notes:

- a) Traffic control through all work zones under this contract shall comply with the most current codes/regulations from the State of Florida Department of Transportation (FDOT) "Roadway and Traffic Design Standards" available on the Florida Department of Transport website.

19. Pesticide, Herbicide, Turf Replacement:

- a) All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor.
- b) All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall also follow the current recommendations of University of Florida "Guides to Insect Disease, Nematodes and Weed Control."
- c) The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, chinch bugs, army worms, and other grass and plant pests as well as plant fungus for all irrigated turf. This program shall be established within 5 calendar days after award and is subject to review and approval by the Field Operations Manager or designee.
- d) All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. All accessible areas shall be mechanically slit injected into turf. All other areas to be spread by rotary means. This shall be done in beginning of growing season no later than May 1st.
- e) All non-irrigated Bahia shall be monitored and treated for Mole Cricket activity at least annually or more frequent if needed.
- f) Pre-emergent and Post-emergent Herbicides. A minimum of two pre-emergent applications in the fall and spring shall be performed on all irrigated turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control throughout the district's property.
- g) As part of the bid package, the Contractor shall submit an outline of the agronomic program for both St. Augustine and Bermuda Turf that would be applied. This shall be included in the proposal package.

- h) Contractor shall mark w/signs all areas sprayed to avoid resident concerns until the area is dry or free of potential safety issues. All signs must be removed by the Contractor.
- i) The Contractor is responsible to monitor all grass conditions and ensure the common area grasses remain healthy and vibrant. Any damage to irrigated turf by insects, fungus or mowing equipment shall be replaced by the Contractor within 14 calendar days after damage is identified at no additional cost to the district.
- j) All turf under repair or replacement areas shall be marked with flags that state “area under construction” to inform residents that the area will be resodded soon. This avoids resident phone calls or concerns and provides information that the area has been identified. These flags will be removed once the area is resodded. Flags can also be added by the district staff to help identify areas of concern during routine weekly or monthly inspections. The Contractor should make note of these areas during the weekly inspection reports.
- k) If the turf area to be repaired is damaged by no fault of the Contractor (as verified by district staff), the area will be replaced at the unit pricing identified in the contract for the various types of grass after approved by the Field Operations Manager or designee.

20. Fertilization Program:

a) Irrigated Bermuda Sod:

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the Field Operations Manager or designee.
- All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All Bermuda lawn areas shall be fertilized five (5) times per year.
- Any damage to irrigated Bermuda turf by over fertilization shall be replaced by Contractor within two weeks of damage occurrence. These areas shall also be flagged denoting “Area Under Construction” until all issues are resolved.

b) St. Augustine Sod:

- The Contractor shall develop a fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida IFAS). This program shall be reviewed and approved by the Field Operations Manager or designee.
- All irrigated St. Augustine sod shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil.
- The Contractors’ program shall provide a lawn, which is evenly green and thick, and one which does not promote surge growth or burning. A minimum of 1 lbs. of Nitrogen per 1,000 S.F. shall be applied per application.
- All St. Augustine lawn areas shall be fertilized five (5) times per year.
- Any damage to irrigated St. Augustine turf by over fertilization shall be replaced at the Contractors cost within two weeks of damage occurrence.

c) Trees, Palms and Shrub Fertilization:

- All trees, palms and shrubs in fertilized zones shall be fertilized two (2) times per year. The proposed fertilization program must be approved by the Field Operations Manager or designee.
- d) The Contractor is responsible to cover and prepare all plants that are prone to freezing when temperatures are expected to be below 32 degrees. This could include annuals, palms and other vegetation that can be easily protected from the weather.

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

I. SCOPE OF WORK. The Landscape and Irrigation Maintenance Contractor (the “**Contractor**”) shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Beach CDD (the “**Association**”) throughout the contract period, as specified per the contractual agreement.

a. Contract Period & Renewal:

The term of this landscape service contract shall be for One (1) year with an automatic renewal of years Two (2) and Three (3) upon mutual agreement of both parties. Contract will also include option for Vendor to terminate with 60-days’ notice and District to terminate with 30-days’ notice.

b. Contractor Requirements:

All vehicles shall have company name identified on the exterior and All employees shall wear matching shirts identifying company.

Contractor shall be required to inform owner or manager or leave door tag on any owner’s door with Contractors contact information when Contractor has damaged an owner’s property. Contractor shall also be solely responsible for hiring a contractor to make the repairs to the owner’s property and paying for the cost of said repairs.

c. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor’s firm is required to be present during every maintenance visit.

d. Quality Control Inspections:

A qualified representative from the Contractor’s firm shall accompany the District’s representative (“**Manager**”) on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Manager and the Contractor. Any

deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

e. Attendance at meetings:

Upon request by the District, the contractor shall attend CDD Board meetings.

f. Reporting:

The Contractor is **REQUIRED** to provide Manager with the following information:

As Part of Proposal and Prior to Beginning Service

- Copy of all Business Licenses
- List of individuals & Contact info for all individuals who will be responsible for the Beach CDD Landscape and Irrigation maintenance.
- Copy of Insurance
- W9
- Map/schedule detailing which Common Areas will be mowed, edged, trimmed and blown off each day of the week.
- Map/schedule detailing which week or weeks that the Common Areas will be sprayed, weeded, and detailed each month.

Upon Starting Service

- Monthly Common Area Irrigation Inspection Reports
- Monthly Detailing Service Reports
- Fertilization / Pest Control Reports
- Annual Flower Types and Design for approval prior to install

II. LAWNCARE:

a. Mowing and Edging:

Bermuda turf shall be mowed based on FOURTY TWO (42) mowing cycles per 12-month period. Bermuda turf shall be mowed using a high-speed rotary mower with non-mulching kit and mower decks shall be less than 60” in width to avoid scalping. Pond banks and non-Bahia common areas shall be mowed ONE (1) time every SEVEN (7) days during the active growing season (March 15 – November 15) and once a month during the dormant seasons (November 16 to March 14) unless specifically noted below. All mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the

lawn. Mowing height will be based on what is horticultural correct for the turf variety as recommended by the University of Florida and taking into account the season:

- Bermuda 1 ½ - 2 ½
- St. Augustine Floritam 4”
- Bahia 3-4”

b. Sod:

The Contractor shall replace dead common area sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the Manager in advance. Contractor should take care to not scalp the sod by adjusting mower height as needed.

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow-release fertilizers shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning. The expectation is that either the Contractor or Sub Contractor for these applications will be held responsible for identifying and correctly treating issues with sod and shrubs. Failure to identify and correct issues may result in the replacement cost being passed back to the Contractor.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

f. Overseed with Rye:

The Contractor shall over-seed all common-area Bermuda turf once per year. This will take place prior to October 31 each year.

IV. GROUND COVER AREA / SHRUB AREAS:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

Weed Control:

The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds around Amenity Center and Amenities should be weeded by hand on a regular basis.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

c. Fungicide:

The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

d. Pesticide:

The Contractor shall apply legally approved pesticides to control insects causing damage to ornamentals if warranted.

e. Dead Plant Material:

Dead plants should be removed from all landscaping beds while performing maintenance in that area each week or month. Contractor should provide a proposal

to Manager each month to replace all dead and removed shrubs and plants in common area beds.

V. ROSE BUSHES:

Roses should be trimmed back, dead headed and fertilized consistently so as to promote healthy and even growth and consistent budding.

VI. ORNAMENTAL GRASSES

The Contractor shall cut all ornamental grasses back every year in the months of January or February starting with January/February 2023. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

VII. TREE CARE:

a. Pruning:

Height limitation for tree pruning covered in the specifications is 10 feet. On trees over 10 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 8 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

c. Tree Fertilization:

A tree fertilization program should be provided to the Association within your proposal. This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

d. Palm Pruning:

Dead or dying fronds shall be removed consistently throughout the year as an ongoing routine and part of the scope of service.

VIII. MULCH / PINE

STRAW:

The Contractor will install pine bark mulch and pine straw one time per year to all common areas.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

IX. ANNUAL COLOR

Annual flowers will be installed Four (4) times per year corresponding to each seasonal variety and the Association shall maintain the right to request an additional rotation at its discretion. Specified varieties, size spacing, and frequency will be recommended per climate and location of plantings. Annuals will be fertilized at the time of installation using a balanced, slow-release fertilizer. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

X. DEBRIS CLEANUP

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

XI. IRRIGATION SYSTEM

The Contractor shall visually inspect the entire common area irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

All sprinkler heads shall be checked for proper operation and coverage monthly. Contractor shall be solely responsible for the repair and replacement of any all-irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

b. Valves & Valve Boxes.

The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids, and replacing as needed. Contractor shall be solely responsible for the repair and replacement of any all-irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

c. Watering Schedule.

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed based on season and rainfall amounts.

d. Emergency Contact.

The Contractor shall provide Manager with a contact person and telephone number who shall be available for on-call emergency service.

e. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water

shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor.

XII. TURF CARE PROGRAM (BERMUDA) - Indicated in *GREEN* on Exhibit B - attached) Bermuda grass shall be maintained according to the below program/schedule utilizing the noted chemicals and amounts as detailed below. Please also see the chart below the schedule for guidelines on Soil and Foliar spraying. If any changes to the below are required due to soil test results or weather patterns, Contractor shall work with Manager to discuss and implement changes.

- **JANUARY**
 - Soil spray application and foliar spray application
 - Spectacle pre emergence in NON over seeded areas at 3oz/acre rate
- **FEBRUARY**
 - 2nd or 3rd week apply Ronstar pre-emergent impregnated on a 15-0-15 fertilizer
 - (Mini prill at a rate of 200 pounds per acre)
- **MARCH**
 - Soil spray application and Foliar spray application
 - 2nd or 3rd week Mole cricket prevention application of Fipronil
- **APRIL**
 - 3rd or 4th week (weather pending) Revolver application at 10oz/acre (transition from rye to Bermuda)
 - Light vertical mow of all Bermuda grass
 - Foliar spray application
 - 5/8" core aerification
 - Milorganite application at heavy rate
- **MAY**
 - 1st week Ronstar application with 20-0-10 fertilizer (Mini prill at rate of 200 pounds per acre)
 - *2nd application of Revolver May be needed to completely eradicate Overseed

- **JUNE**
 - Soil spray application and Foliar spray application
 - Aggressive verticutting followed by a circle mow or multiple cross direction mowing at a reduced scalping height
 - 12-1-0 fertilizer application
- **JULY**
 - Foliar spray application
 - Prodiamine pre emergence application on all Turf at 1 pound per acre
 - **Vertical mow can be performed again if needed*
- **AUGUST**
 - Foliar spray application
 - 3/4"-1" aerification followed by aggressive vertical mow
 - Heavy top-dress with sports turf sand
 - Milorganite application after aerification into core holes
- **SEPTEMBER**
 - Soil spray application and Foliar spray application
- **OCTOBER**
 - Soil spray application
 - Prodiamine all areas that will be overseeded
 - XL 2g(Surflan) areas that will NOT be overseed but do border seed
 - Spectacle all other areas not overseeded
 - Heavy Milorganite application
 - Overseed with Rye
- **NOVEMBER**
 - Soil spray application
 - 12-22-8 fertilizer application on overseed 1#N/1000
- **DECEMBER**
 - Soil spray application and Foliar spray application
 - Prodiamine application 1#/acre on overseed
 - **Iron applications during the winter will Help with quick deep color response.*

Soil Spray (Week 1)

2 qts/acre	FP Calcium	7-0-0, 7% Ca, 5% Amino
1 gal/acre	FP Armament MKS	0-0-5, 2.5% Mg, 4.5% S
2 qts/acre	FP Manganese	2-0-0, 1% Mg, 3% Mn, 5% Amino

EXHIBIT 2

1 **MINUTES OF MEETING**

2 **BEACH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Beach Community Development District
5 was held on Monday, July 18, 2022 at 6:04 p.m., at 12788 Meritage Blvd., Jacksonville, Florida 32246,
6 with Zoom Conference Call available.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Stephen Kounoupas	Board Supervisor, Chairman
11	Matt Calderaro	Board Supervisor, Vice Chairman
12	Sheila Papelbon <i>(via phone)</i>	Board Supervisor, Assistant Secretary
13	Robert Renn	Board Supervisor, Assistant Secretary

14 Also present were:

15	Howard McGaffney	District Manager, DPFG Management and Consulting
16	David McInnes	Assistant District Manager, DPFG Management and Consulting
17	Wes Haber <i>(via phone)</i>	District Counsel, Kutak Rock LLP
18	Ross Ruben	Vesta Property Services
19	Dana Harden	Vesta Property Services
20	Elizabeth Myers	Vesta Property Services
21	Ron Zastrocky	Vesta Property Services
22	Jake Card	Advanced Security Specialist & Consulting
23	Susan Shemanski	Finance Task Force
24	John Monaghan	Finance Task Force
25	Daniel Kadosh	Finance Task Force
26	Joseph Bolton	Finance Task Force
27	Cindy Rosborough	Resident
28	Don Rosborough	Resident
29	Dave Putman <i>(via phone)</i>	Resident

30 *The following is a summary of the discussions and actions taken at the July 18, 2022 Beach CDD Board of*
31 *Supervisors Regular Meeting.*

32 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

33 The Pledge of Allegiance was recited.

34 **THIRD ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda**
35 *items)*

36 Ms. Rosborough discussed the guest policy and expressed dissatisfaction with the enforcement of
37 guest passes. She stated that she felt all guests should be required to be accompanied by a resident.

38 Mr. Rosborough requested a log of gate house use. Mr. McGaffney informed the Board that this
39 log would be considered public record, if created, and advised the Board against creating this
40 record. Dr. Renn asked for specifics on what information Mr. Rosborough would like to have. Mr.
41 Rosborough indicated that he would like to identify how many residents or guests use the guest
42 entrance. Mr. Kounoupas asked for a monthly report to be created providing the information
43 requested by Mr. Rosborough.

44 **FOURTH ORDER OF BUSINESS – Financial Task Force Report**

45 A. Exhibit 1: Discussion of Bond Rebate Reports

46 Ms. Shemanski spoke on behalf of the Task Force. She presented the Task Force’s recommendation
47 that a rebate report was not needed, as it appeared no taxes would be due to the IRS. She stated that
48 a report on the bond retirees would be necessary. Ms. Papelbon noted that there was \$5,000.00 in
49 the budget for the rebate report that would not need to be used. In response to a question from Mr.
50 Kounoupas, Ms. Papelbon stated that she was comfortable with the Task Force’s recommendation.
51 Mr. Haber indicated that he agreed with recommendation as well.

52 B. Discussion of RFPs

53 1. Landscaping Maintenance

54 Ms. Shemanski indicated that the Landscaping Maintenance RFP had not yet been finalized
55 but would be prepared by the next meeting.

56 2. Security

57 Ms. Shemanski estimated that the Security RFP would be prepared by August 2.

58 C. Neighborhood Asks to be Considered

59 1. Library at Clubhouse to Exchange Books

60 Ms. Shemanski stated that the Task Force was looking for a sponsor for the library to ensure
61 there would be no cost to the CDD. Following discussion, the Board agreed to have the
62 library exchange box located at an outside location.

63 2. Coffee Machine/Social Area

64 Ms. Shemanski stated that the Task Force had recommended offering coffee between 7
65 a.m. to 9 a.m. on Tuesdays. The Board expressed agreement to the Task Force’s suggestion.

66 3. Lifeguard Rotation & Duties Checklist

67 Ms. Shemanski informed the Board that the Task Force had put together a duties checklist
68 for the lifeguards. She discussed observations she had made concerning lifeguards
69 neglecting their duties. She suggested reminders and supervision for the lifeguards. Mr.
70 McGaffney requested that Ms. Shemanski email her observations to him. Ms. Shemanski
71 additionally recommended coming up with a plan to have lifeguards on duty at all times.

72 4. Fiscal Year 2022 Audit

73 **This item, originally Item B1 under the Fourth Order of Business, Financial Task**
74 **Force Report, was presented out of order.**

75 On a MOTION by Dr. Renn, SECONDED by Ms. Papelbon, WITH ALL IN FAVOR, the Board recessed
76 the Regular Meeting for the purpose of convening the Audit Committee Meeting for the Beach Community
77 Development District.

78 *(The Board recessed the Regular Meeting at 6:39 p.m. and reconvened at 6:54 p.m.)*

79 **FIFTH ORDER OF BUSINESS – Exhibit 2: Consideration of District Engineer’s Work**
80 **Authorization No. 34**

81 Mr. McGaffney noted that he had sent an update on the work authorization to the Board via email.
82 He recommended that the Board approve the work authorization.

83 On a MOTION by Dr. Renn, SECONDED by Ms. Papelbon, WITH ALL IN FAVOR, the Board approved
84 the District Engineer’s Work Authorization No. 34 for the Beach Community Development District.

85 Following the motion, Ms. Papelbon recalled that the Board had previously discussed procuring
86 bids from other engineering firms. Mr. McGaffney recommending putting out an RFQ for
87 engineering services at some point between the close out of the current fiscal year and February.

88 On a MOTION by Mr. Kounoupas, SECONDED by Mr. Calderaro, WITH ALL IN FAVOR, the Board
89 recessed the Regular Meeting for the purpose of convening the Budget Public Hearing for the Beach
90 Community Development District.

91 *(The Board recessed the Regular Meeting at 7:00 p.m.)*

92 **SIXTH ORDER OF BUSINESS – Budget Public Hearing**

93 **A. Fiscal Year 2022-2023 Budget Public Hearing**

94 1. Open the Public Hearing

95 On a MOTION by Mr. Kounoupas, SECONDED by Dr. Renn, WITH ALL IN FAVOR, the Board opened
96 the Fiscal Year 2022-2023 Budget Public Hearing for the Beach Community Development District.

97 2. Exhibit 3: Presentation of the FY 2022-2023 Budget

98 Mr. McGaffney presented the budget. He suggested that the Board consider relocating the
99 \$5,000.00 of the arbitrage rebate calculation to a repair item and asked for any questions
100 from the Board.

101 Dr. Renn requested a breakdown for the increase to the Field Management line item. Mr.
102 McGaffney explained that this would cover pools, chemicals, and additional weekend staff.
103 He stated that he could provide a cost comparison for Dr. Renn. Dr. Renn indicated that
104 this would not be necessary.

105 Ms. Papelbon stated that she would be in favor of moving the \$5,000.00 for the arbitrage
106 rebate into the Capital Improvements line item, to which there were no objections.

107 Mr. McGaffney asked any questions on the debt. Ms. Papelbon inquired about the revenues
108 coming in for the Series 13 and 15 bonds. Mr. McGaffney indicated that he would check
109 with the financial analyst. Mr. McGaffney suggested making the motion to adopt the
110 budget contingent upon the validation with the financial analyst that the numbers for the
111 debt service schedule could be lowered.

112 3. Public Comments

113 Mr. McGaffney provided clarification on Mr. Monaghan’s question regarding the
114 hurricane deductible. Mr. Monaghan expressed that he felt there should be more money
115 allocated to Storm Cleanup. Mr. McGaffney noted that the \$5,000.00 for the arbitrage
116 rebate could be moved to Storm Cleanup. Multiple Board members expressed that they
117 would prefer to move this money to Capital Improvements.

118 4. Close the Public Hearing

119 On a MOTION by Mr. Calderaro, SECONDED by Mr. Kounoupas, WITH ALL IN FAVOR, the Board
120 closed the Fiscal Year 2022-2023 Budget Public Hearing for the Beach Community Development District.

121 *(The Board reconvened the Regular Meeting at 7:24 p.m.)*

- 122 B. Exhibit 4: Consideration & Adoption of **Resolution 2022-16**, Adopting the Fiscal Year 2022-23
123 Budget

124 Mr. McInnes stated that the only changes to the budget were to adjust the Capital Improvements
125 line for 2023 to \$39,080.00 and to decrease the carry forward replenished number and arbitrage
126 rebate calculation to \$0.00.

127 On a MOTION by Mr. Kounoupas, SECONDED by Mr. Calderaro, with Mr. Kounoupas, Mr. Calderaro,
128 and Ms. Papelbon voting “AYE”, and Dr. Renn voting “NAY”, the Board adopted **Resolution 2022-16**,
129 Adopting the Fiscal Year 2022-23 Budget, as amended, subject to the review of the fiscal analyst, for the
130 Beach Community Development District.

- 131 C. Exhibit 5: Consideration & Adoption of **Resolution 2022-17**, Annual Assessment

132 On a MOTION by Mr. Kounoupas, SECONDED by Ms. Papelbon, WITH ALL IN FAVOR, the Board
133 adopted **Resolution 2022-17**, Annual Assessment, for the Beach Community Development District.

134 **SEVENTH ORDER OF BUSINESS – Consent Agenda**

- 135 A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Special Meeting
136 Held June 20, 2022

- 137 B. Exhibit 7: Consideration for Acceptance – The June 2022 Unaudited Financial Statements

138 On a MOTION by Mr. Kounoupas, SECONDED by Dr. Renn, WITH ALL IN FAVOR, the Board
139 approved Items A and B of the Consent Agenda, for the Beach Community Development District.

140 **EIGHTH ORDER OF BUSINESS – Business Items**

- 141 A. Exhibit 8: Consideration & Adoption of **Resolution 2022-18**, Designating Meeting Dates, Times
142 & Location

143 Following discussion, the Board agreed to add November 7, 2022 as a meeting date.

144 On a MOTION by Dr. Renn, SECONDED by Mr. Calderaro, WITH ALL IN FAVOR, the Board adopted
145 **Resolution 2022-18**, Designating Meeting Dates, Times & Location, as amended, for the Beach
146 Community Development District.

- 147 B. Discussion of Towing within Community

148 Mr. McGaffney requested clarification on what the Board would like to focus on in regards to
149 towing. Mr. Calderaro indicated that he would like to focus on the amenity center, roadways, and
150 unregistered vehicles in driveways. Mr. Weber stated that he did not believe that the CDD would
151 be permitted to remove unregistered vehicles from residents’ driveways. Discussion ensued
152 regarding how much towing signage would be necessary. Ms. Harden noted that ASAP Towing
153 would put up their own towing signage at no charge to the District. Mr. McGaffney recommended
154 having Mr. Weber work with staff on an overnight parking and towing policy to bring back to the
155 August meeting for the Board’s review.

- 156 C. Exhibit 9: Discussion of Amenity Policy Revisions

157 Ms. Myers discussed and compared guest policies of other Districts. She advised that the Board
158 consider differentiating between guests, houseguests, and patrons. She recommended that the
159 Board define guest passes and limit the number of patrons allowed annually, in addition to
160 potentially requiring waivers for guests over the age of 18 to allow the use of the facilities without
161 a resident present.

162 Dr. Renn indicated that he would like to focus on clearly defining patrons and guests. Mr.
163 McGaffney noted that the Board needed to consider expectations for enforcement of rules with the
164 current staffing levels. Mr. Kounoupas suggested putting together a new task force to work with a
165 member of the Board on policies. Dr. Renn suggested designating Mr. Calderaro as the liaison for
166 the task force and recommended hiring at least 1 additional staff member. Discussion ensued
167 regarding the importance of enforcing the rules of the community. Mr. Card expressed that he
168 would be willing to assist the task force at no additional cost to the District.

169 On a MOTION by Mr. Kounoupas, SECONDED by Dr. Renn, WITH ALL IN FAVOR, the Board
170 approved designating Mr. Calderaro as the liaison for the task force, for the Beach Community
171 Development District.

172 **NINTH ORDER OF BUSINESS – Staff Reports**

173 A. Exhibit 10: Lifestyle & Field Management Report

174 Dr. Renn thanked Mr. Zastrocky for updating and replacing the Wi-Fi extenders.

175 1. Landscape

176 Mr. Zastrocky indicated that he had nothing additional to report.

177 2. Security

178 Mr. Card requested a new monitor for the guard house. Mr. Calderaro stated that he
179 would donate a new monitor. Mr. Card additionally requested a chair for the guard house.
180 Mr. McGaffney requested that Mr. Zastrocky purchase the chair, if within his purchasing
181 authority. Mr. Card mentioned that the arm for the gate was continuously knocked down
182 by vehicles. Mr. McInnes stated that the District could invoice the offending company for
183 damages.

184 B. District Counsel

185 Mr. Haber stated that he had nothing to report.

186 C. District Manager

187 1. Qualified Electors

188 Mr. McGaffney congratulated Ms. Papelbon and Mr. Calderaro for qualifying unopposed.
189 He stated that the Board would be able to appoint an individual to Seat 2 after the
190 elections in November.

- 191 • Seat 2 – No Qualifiers
- 192 • Seat 4 – Sheila Papelbon
- 193 • Seat 5 – Matthew Calderaro

194 D. District Engineer

195 The District Engineer was not present.

196 **TENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda** *(limited to 3*
197 *minutes per individual)*

198 Mr. Putman asked who was responsible for the maintenance on the retention ponds. Mr. McGaffney
199 explained that this was typically done as an ancillary project approximately every 2 years. He
200 suggested including this in the 2023 or 2024 budget. He indicated that he would speak with Mr.
201 Zastrocky to check on any vegetation that may be blocking the drain.

202 Mr. Monaghan noted that there had been damage to the gatehouse on the overpass and suggested
203 that the Board consider repairs. Mr. McGaffney requested that Mr. Zastrocky obtain a proposal to
204 see if this would be within the budget.

205 **ELEVENTH ORDER OF BUSINESS – Supervisors Requests**

206 Mr. Calderaro requested “No Swimming” signs to be installed at the bigger lakes, as well as signs
207 on the slide to read “Do Not Enter” or “Do Not Climb.” He additionally stated that he felt vendors
208 that provide sports lessons should be required to have insurance, regardless of whether a charge
209 was incurred for the lessons. The other Board members expressed agreement with Mr. Calderaro’s
210 suggestions. Mr. Haber confirmed that the Board could make a motion to amend the policy to
211 require insurance. Discussion ensued regarding the potential difficulty in enforcing this policy. Mr.
212 McGaffney suggested that the supervisors email their thoughts regarding policy changes to the
213 District Manager.

214 **TWELFTH ORDER OF BUSINESS – Action Items Summary**

- 215 1. Mr. Card will send monthly reports regarding residents and non-residents entering the community.
- 216 2. The outdoor library will be set up with Task Force guidance with the Amenity Manager, at no cost
217 to the District.
- 218 3. Ms. Harden and amenity staff will make coffee available at the Amenity Center every Tuesday at
219 7:00 a.m.
- 220 4. The District Manager will speak with Vesta regarding the safety checklist, lifeguard duties, and
221 observations made on the lifeguards by the Task Force.
- 222 5. The District Engineer Work Authorization will be signed.
- 223 6. The District Manager and District Counsel will send out emails regarding the audit notice.
- 224 7. The District Manager will check with the financial analyst on Debt Service Assessment Revenue.
- 225 8. The District Manager will add November 7 to the 2023 Meeting Calendar.
- 226 9. The District Manager, District Counsel, and staff will put together a recommendation for a towing
227 policy and an overnight parking policy for the Amenity Center.
- 228 10. Mr. Zastrocky will purchase a high-back chair for the Guard House.
- 229 11. Mr. Calderaro will donate a large screen monitor for the Guard House.
- 230 12. Mr. Zastrocky will obtain a proposal to fix the stucco on the overhang at the Guard House.
- 231 13. Proposals will be obtained for “No Swimming” and “Do not Climb” signs.
- 232 14. Ms. Myers will send the information to the instructors regarding insurance requirements and copy
233 the District Manager.
- 234 15. Supervisors will send their recommendations regarding tennis policies to the District Manager.

235 **THIRTEENTH ORDER OF BUSINESS – Next Month’s Agenda Items**

236 Mr. McGaffney stated that there may be a recommendation on RFPs from the Task Force on the
237 next agenda.

238 **FOURTEENTH ORDER OF BUSINESS – Next Meeting Quorum Check: August 15th, 6:00 PM**

239 Mr. Kounoupas and Ms. Papelbon stated that they would not be present for the next meeting. Dr.
240 Renn and Mr. Calderaro indicated that they would be present for the next meeting. As Mr. Hagan

241 was not present, a quorum could not be confirmed. Mr. McInnes stated that a quorum check would
242 be performed via email for the September 19 meeting.

243 **FIFTEENTH ORDER OF BUSINESS – Adjournment**

244 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
245 adjourn the meeting. There being none, Mr. Kounoupas made a motion to adjourn the meeting.

246 On a MOTION by Mr. Kounoupas, SECONDED by Mr. Calderaro, WITH ALL IN FAVOR, the Board
247 adjourned the meeting at 8:50 p.m. for the Beach Community Development District.

248 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
249 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
250 *including the testimony and evidence upon which such appeal is to be based.*

251 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
252 **meeting held on September 19, 2022.**

253

254

Signature

Signature

Printed Name

Printed Name

255 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 3

Beach

Community Development District

Financial Statements
(Unaudited)

For the Period Ending
July 31, 2022

Beach Community Development District
Balance Sheet
As of July 31, 2022

	General Fund	Debt Service Series 2013A	Debt Service Series 2015A	Construction 2013A, 2015A	Total
1 ASSETS					
2 Operating Account BU	\$ 456,527	\$ -	\$ -	\$ -	\$ 456,527
3 Checking Account CS	24,122	-	-	-	24,122
4 Debit Card Account CS	893	-	-	-	893
5 Paypal Account BU	100	-	-	-	100
6 Prepaid Expenses	886	-	-	-	886
7 Assessments Receivable On-Roll	-	-	-	-	-
8 Assessments Receivable Off-Roll	111,498	-	134,655	-	246,152
9 Due From Other Funds	-	9,846	2,470	-	12,315
10 Debt Service Trust Accounts					
11 Sinking Fund	-	-	-	-	-
12 Interest	-	-	-	-	-
13 Prepayment	-	54,664	3,239	-	57,903
14 Revenue	-	425,126	93,574	-	518,700
15 Optional Redemption	-	-	-	-	-
16 Acquisition/Construction 2013A	-	-	-	37	37
17 Acquisition/Construction 2015A	-	-	-	149	149
18 TOTAL ASSETS	\$ 594,025	\$ 489,635	\$ 233,938	\$ 187	\$ 1,317,786
19 LIABILITIES					
20 Accounts Payable	\$ 66,391	\$ -	\$ -	\$ -	\$ 66,391
21 Deferred Revenue On-Roll	-	-	-	-	-
22 Deferred Revenue Off-Roll	111,498	-	134,655	-	246,152
23 Due To Other Funds	6,138	-	-	-	6,138
24 Outstanding Checks	220	-	-	-	220
25 TOTAL LIABILITIES	184,246	-	134,655	-	318,901
26 FUND BALANCE					
27 Committed					
28 Nonspendable Deposits	886	-	-	-	886
29 Reserves for Debt Service	-	-	-	-	-
30 Capital Reserves	109,319	-	-	-	109,319
31 Assigned					
32 Working Capital	-	-	-	-	-
33 Unassigned	299,574	489,635	99,284	187	888,679
34 TOTAL FUND BALANCE	409,779	489,635	99,284	187	998,885
35 TOTAL LIABILITIES & FUND BALANCE	\$ 594,025	\$ 489,635	\$ 233,938	\$ 187	\$ 1,317,786

Beach Community Development District
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through July 31, 2022

	FY 2022 Adopted Budget	FY 2022 Budget Year-to-Date	FY 2022 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)	% Actual YTD / FY Budget
1 REVENUE					
2 Special Assessments - On Roll	\$ 1,108,414	\$ 923,678	\$ 1,111,627	\$ 187,949	100%
3 Special Assessments - Off Roll	445,990	371,659	334,493	(37,166)	75%
4 Other Income & Other Financing Sources	-	-	38,795	38,795	
5 Carryforward	-	-	-	-	
6 Interest Income	-	-	50	50	
7 TOTAL REVENUE	\$ 1,554,404	\$ 1,554,404	\$ 1,484,965	\$ (69,439)	96%
8 EXPENDITURES					
9 General & Administrative Expenses					
10 Supervisor Fees	\$ 4,800	\$ 4,000	\$ 7,800	\$ (3,800)	163%
11 Public Official Insurance	2,800	2,333	2,632	(299)	94%
12 General Liability Insurance	3,600	3,000	3,381	(381)	94%
13 Trustee Fees	8,000	6,667	14,375	(7,708)	180%
14 District Management	38,500	32,083	32,958	(875)	86%
15 Engineering	2,500	2,083	1,416	667	57%
16 Dissemination Agent	4,000	3,333	2,625	708	66%
17 District Counsel	5,000	4,167	10,440	(6,273)	209%
18 Assessment Administration	9,000	7,500	10,375	(2,875)	115%
19 Reamortization Schedule	500	417	-	417	0%
20 Audit	6,000	5,000	7,296	(2,296)	122%
21 Legal Advertising	1,750	1,458	1,606	(147)	92%
22 Miscellaneous	1,000	833	3,200	(2,367)	320%
23 Website	2,400	2,000	3,296	(1,296)	137%
24 Dues, Licenses & Fees	175	175	175	-	100%
25 Total General & Administrative Expenses	90,025	90,025	101,575	(11,550)	113%
26 Field Expenses					
27 Field Management	16,200	13,500	3,618	9,882	22%
28 Property Insurance	75,500	62,917	74,212	(11,295)	98%
29 Lake Maintenance	19,800	16,500	14,602	1,898	74%
30 Landscaping (Including materials)	402,792	335,660	310,316	25,344	77%
31 Landscape Improvement	-	-	-	-	
32 Irrigation (Repairs)	10,000	8,333	2,991	5,342	30%
33 Electric - Street Lights/Irrigation-JEA	188,475	157,063	153,569	3,494	81%
34 Right of Way / Lake Mowing	2,500	2,083	-	2,083	0%
35 Entry Water Feature	7,500	6,250	3,185	3,065	42%
36 Carryforward replenish	5,000	4,167	-	4,167	0%
37 Contingency - Hurricane Expenses/deductible	10,000	8,333	-	8,333	0%
38 General Maintenance	8,000	6,667	1,114	5,553	14%
39 Total Field Expenses	745,767	745,767	563,607	182,160	76%

40 **Amenity Expenses**

41	Amenity Admin/Operation/Lifeguards	170,000	141,667	195,021	(53,354)	115%
42	Swimming Pool Maintenance & Chemicals	47,500	39,583	39,424	159	83%
43	Swimming Pool Inspection	1,500	1,250	851	399	57%
44	Amenity General Maintenance	15,510	12,925	18,468	(5,543)	119%
45	Holiday Decorations	6,000	5,000	-	5,000	0%
46	Amenity Cleaning	15,000	12,500	8,484	4,016	57%
47	Amenity Electric/Water and Sewer	60,000	50,000	28,222	21,778	47%
48	Amenity Gates/Control Access	2,500	2,083	6,532	(4,449)	261%
49	Amenity Website	7,860	6,550	3,989	2,561	51%
50	Amenity Internet/Cable	10,000	8,333	10,889	(2,555)	109%
51	Amenity Dues & Licenses	850	708	-	708	0%
52	Amenity Security	800	667	-	667	0%
53	Fitness Equipment Lease	10,000	8,333	8,643	(310)	86%
54	Lifestyles Programming	25,000	20,833	15,433	5,400	62%
55	Amenity Gas	600	500	415	85	69%
56	Tennis Court Maintenance - 4 Clay Courts	14,500	12,083	11,438	646	79%
57	Landscaping Maintenance of Amenity Center	68,400	57,000	45,060	11,940	66%
58	Landscape Improvement	2,500	2,083	2,902	(819)	116%
59	Amenity Irrigation (Repairs)	1,500	1,250	166	1,084	11%
60	Pest Control	1,200	1,000	1,032	(32)	86%
61	Amenity Fire System Monitoring	1,500	1,250	3,095	(1,845)	206%
62	Alarm	500	417	-	417	0%
63	Trash Collection	2,292	1,910	1,279	631	56%
64	Total Amenity Expenses	465,512	465,512	401,344	64,168	86%

65 **Access Control /Gate House**

66	Guard Service	246,000	205,000	151,638	53,363	62%
67	Guard House Supplies	800	667	214	453	27%
68	Guard House Utilities	3,800	3,167	3,529	(362)	93%
69	Guard House Repair & Maintenance	1,000	833	273	560	27%
70	Guard House Janitorial	-	-	-	-	
71	Bar Code Expense	1,500	1,250	3,641	(2,391)	243%
72	Total Access Control/Gate House Expenses	253,100	253,100	159,294	93,806	63%

73	TOTAL EXPENDITURES	\$ 1,554,404	\$ 1,554,404	\$ 1,225,819	\$ 328,585	79%
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74	Excess of Revenue Over (Under) Expenditures	-	-	259,145	259,145	
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75	Fund Balance - Beginning	143,374	143,374	150,634	7,260	
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76	Fund Balance - Ending	\$ 143,374	\$ 143,374	\$ 409,779	\$ 266,405	
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Committed

Nonspendable Deposits	886		886		
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Reserves for Debt Service	-		-		
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Capital Reserves	109,319		109,319		
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Assigned

Working Capital	-		-		
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Unassigned	299,574		299,574		
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TOTAL FUND BALANCE	\$ 409,779		\$ 409,779		
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Beach Community Development District
Debt Service 2013A
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through July 31, 2022

	FY2022 Adopted	FY2022 Actual YTD	Variance Over (Under)
1 REVENUE			
2 Special Assessments - On Roll	\$ 821,645	\$ 820,652	\$ (993)
3 Special Assessments - Off Roll	-	143,574	143,574
4 Prepayment	-	68,440	68,440
5 Interest Revenue	-	583	583
6 TOTAL REVENUE	821,645	1,033,249	211,604
7 EXPENDITURES			
8 11/01/21 Debt Service			
9 Interest	328,670	328,670	-
10 05/01/22 Debt Service			
11 Interest	328,670	325,108	3,563
12 Principal	170,000	425,000	255,000
13 Other Expenditures	-	155,582	
14 TOTAL EXPENDITURES	827,340	1,234,359	(407,019)
15 Excess of Revenue Over (Under) Expenditures	(5,695)	(201,110)	(195,415)
16 Fund Balance - Beginning	690,745	690,745	-
17 Fund Balance - Ending	\$ 685,050	\$ 489,635	\$ (195,415)

Beach Community Development District
Debt Service 2015A
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through July 31, 2022

	<u>FY2022 Adopted</u>	<u>FY2022 Actual YTD</u>	<u>Variance Over (Under)</u>
1 REVENUE			
2 Special Assessments - On Roll	\$ 124,646	\$ 125,007	\$ 361
3 Special Assessments - Off Roll	493,652	611,902	118,250
4 Interest Revenue	-	4	4
5 TOTAL REVENUE	618,298	736,913	118,616
6 EXPENDITURES			
7 11/01/21 Debt Service			
8 Interest	234,673	233,935	738
9 05/01/22 Debt Service			-
10 Interest	234,673	233,935	738
11 Principal	155,000	405,000	250,000
12 TOTAL EXPENDITURES	624,345	872,870	(248,525)
13 Excess of Revenue Over (Under) Expenditures	(6,048)	(135,957)	(129,909)
14 Fund Balance - Beginning	235,241	235,241	-
15 Fund Balance - Ending	\$ 229,193	\$ 99,284	\$ (129,909)

**Beach CDD
Check Register - FY2022**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
04/30/2022	EOM Balance					795,185.00
05/01/2022	1032	Paternel P Mileon	Tamaya Hall reservation cancelation		1,450.00	793,735.00
05/01/2022	01ACH042722	Jacksonville Daily Record	Notice of Board of Supervisors Meeting		99.88	793,635.12
05/02/2022	33		Bank United check fee		39.17	793,595.95
05/06/2022	1001	10-S Tennis Supply & Dinkshot Pickleball	10-S Pro-Screen Open Mesh 6'		242.59	793,353.36
05/06/2022	1002	Advanced Security Specialist & Consulting	Security @ Tamaya 4/16/22-4/30/22		8,100.00	785,253.36
05/06/2022	1003	Big Z Pool Service, LLC			8,919.09	776,334.27
05/06/2022	1005	Florida Natural Gas	Fuel and Inside FGT Z3 3/22-4/21		12.59	776,321.68
05/06/2022	1006	Innersync	Website and PDF Accessibility Services 4/1-9/30		753.48	775,568.20
05/06/2022	1008	Kutak Rock LLP	Legal Services- March		1,596.00	773,972.20
05/06/2022	1010	Southeast Fitness	Service Flat rate 1-60 Miles		150.00	773,822.20
05/06/2022	1011	Vesta Property Services	April Fees		17,163.22	756,658.98
05/06/2022	1012	VGlobal Tech	Monthly email hosting		50.00	756,608.98
05/06/2022	1013	Onsight Industries LLC	Signage Display- See Somthing Say Something		231.80	756,377.18
05/06/2022	050622ACH01	Comcast	12788 Meritace Blvd 4/28-5/27		544.21	755,832.97
05/06/2022	050622ACH02	Comcast	12750 Meritage Blvd. Gatehouse 4/30-5/29		221.68	755,611.29
05/06/2022	05622ACH03	Comcast	12788 Meritage Blvd. OFCA 5/3-6/2		351.08	755,260.21
05/06/2022	1014	Custom Pump & Controls, Inc.	Qtrly Lift Station Inspection		135.00	755,125.21
05/06/2022	1015	Integrated Access Solutions	T21 Motor		839.63	754,285.58
05/06/2022	1016	Jacksonville Daily Record	Notice of Board of Supervisors Meeting		126.88	754,158.70
05/06/2022	1017	PFM Group Consulting LLC			3,300.85	750,857.85
05/06/2022	1018	Vesta Property Services			4,691.67	746,166.18
05/06/2022	1019	Charles Morris	4.15.22 Palm Court Dep Refund		200.00	745,966.18
05/12/2022	1020	Advanced Security Specialist & Consulting	Security @ Tamaya		8,100.00	737,866.18
05/12/2022	1021	Big Z Pool Service, LLC	Lap Pool Repair @ Tamaya		5,555.89	732,310.29
05/12/2022	1022	Kathleen Valero	Pool Cabana Deposit Refund 04.26.22		150.00	732,160.29
05/12/2022	1023	Kutana Marshall	Pool Cabana Deposit Refund 04.23.22		150.00	732,010.29
05/12/2022	1024	Maria Tondi	April Board Mtg		200.00	731,810.29
05/12/2022	1025	Matthew Calderaro	April Board Mtg		200.00	731,610.29
05/12/2022	1026	Rose Lerum	Tamaya Hall/Palm Court Deposit refund 4.23.22		950.00	730,660.29
05/12/2022	1027	Shelia Papelbon	April Board Mtg		200.00	730,460.29
05/12/2022	1028	Southeastern Paper Group	supplies		206.60	730,253.69
05/12/2022	1029	Stephen Kounoupas	April Board Mtg		200.00	730,053.69
05/12/2022	1030	TEKWave Solutions LLC	Tamaya Community VMS - MAY		295.00	729,758.69
05/12/2022	1031	Turner Pest Control	April pest control		104.74	729,653.95
05/13/2022	1033	Life Fitness			77.42	729,576.53
05/13/2022	051322ACH1	TECO	12545 Beach Blvd - 3/23-4/21		36.47	729,540.06
05/16/2022	051622ACH1	JEA	service for the month of May		22,065.88	707,474.18
05/18/2022	1035	Matthew Calderaro	BOS MTG 5/9/22		200.00	707,274.18
05/18/2022	1036	Robert Renn	BOS MTG 5/9/22		200.00	707,074.18
05/18/2022	1037	Shelia Papelbon	BOS MTG 5/9/22		200.00	706,874.18
05/18/2022	1038	Stephen Kounoupas	BOS MTG 5/9/22		200.00	706,674.18
05/18/2022	1039	VGlobal Tech			220.00	706,454.18
05/24/2022	ACH 052422	Comcast	12788 Meritace Blvd MINI MDTA 5/28-6/27. ACH double paymen		543.28	705,910.90
05/25/2022	1040	Advanced Security Specialist & Consulting	Security @ Tamaya 5/1/2022-5/15/2022		8,100.00	697,810.90
05/25/2022	1041	GFL Environmental	June trash service		97.04	697,713.86
05/25/2022	1042	Southeastern Paper Group	supplies		233.15	697,480.71
05/25/2022	1043	Staples			228.95	697,251.76
05/25/2022	1044	The Jacksonville Party Company	Casino Night 5/27		3,067.50	694,184.26
05/25/2022			Deposit	3,717.47		697,901.73
05/25/2022			Deposit	200.00		698,101.73
05/25/2022			Deposit	500.00		698,601.73
05/27/2022	1045	Big Z Pool Service, LLC	Family Pool @ Tamaya		1,972.31	696,629.42
05/27/2022	34		Bank United stop payment fee		30.00	696,599.42
05/31/2022	EOM Balance			4,417.47	103,003.05	696,599.42
06/06/2022	1046	Bob's Backflow & Plumbiong Services	Irrigation and piping Materials		351.50	696,247.92
06/06/2022	1047	Comcast	12788 Meritace Blvd MINI MDTA 5/28-6/27		544.21	695,703.71
06/06/2022	1048	JEA	service for the month of May		21,083.31	674,620.40
06/06/2022	1049	PFM Group Consulting LLC	April Fedex		10.72	674,609.68
06/06/2022	1050	Southeastern Paper Group	supplies		478.53	674,131.15
06/06/2022	1051	Staples	office supplies		735.47	673,395.68
06/06/2022	1052	TECO	12545 Beach Blvd - 4/22-5/20		36.47	673,359.21
06/06/2022	1053	VGlobal Tech	Monthly email hosting		50.00	673,309.21
06/07/2022	1054	Advanced Security Specialist & Consulting	Security @ Tamaya 5/16-5/31 Plus Holiday pay		8,910.00	664,399.21
06/09/2022	1055	DPFG M&C			8,444.20	655,955.01
06/09/2022	1056	Vesta Property Services	May Fees		18,559.84	637,395.17
06/10/2022			Deposit	1,550.00		638,945.17

06/10/2022			Deposit	192.36	639,137.53
06/15/2022	1057	Buehler Air Conditioning	AC Repair	1,372.00	637,765.53
06/15/2022	1059	Marina Masody	Keycard returned issue refund	25.00	637,740.53
06/15/2022	1060	Vesta Property Services	Billable Expenses	5,152.06	632,588.47
06/15/2022	1061	Johnny Sarante	deposit returned for a May 7th rental	200.00	632,388.47
06/15/2022			Deposit	1,375.00	633,763.47
06/16/2022	01ACH061622	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 5/10-6/09	191.35	633,572.12
06/16/2022	02ACH061622	Comcast	12750 Meritage Blvd. GATEHOUSE 5/30-6/29	221.68	633,350.44
06/17/2022	1063	Grau and Associates	Audit FYE 9/30/2021	1,200.00	632,150.44
06/17/2022	1064	Southeastern Paper Group	supplies	197.57	631,952.87
06/17/2022	1065	The Lake Doctors, Inc.	Monthly Water Management Services May & June	2,656.00	629,296.87
06/17/2022	1066	Turner Pest Control	June pest control	104.74	629,192.13
06/17/2022	1067	Wayne Automatic Fire Sprinklers Inc.	Quarterly Sprinkler Inspection	75.00	629,117.13
06/21/2022	01ACH062122	Florida Natural Gas	Fuel and Inside FGT Z3 4/21-5/20	14.11	629,103.02
06/22/2022	1069	Fern Austin	Deposit for Pool Cabana	150.00	628,953.02
06/22/2022	1070	Gayle Blackmer	Deposit for rental of Pool Cabana/Large Event Lawn	500.00	628,453.02
06/22/2022	1071	Marla Myers	cancelling for return of rental at Palm Court	200.00	628,253.02
06/22/2022	1072	Ryzica Jakovljevic	Deposit to be returned to resident for rental of Pool Cabana	150.00	628,103.02
06/22/2022	01ACH062222	Comcast	12788 Meritage Blvd. OFC4 6/3-7/2	350.15	627,752.87
06/23/2022	01ACH062322	Florida Department of Health	Lap Pool- Swimming pool permit	325.35	627,427.52
06/23/2022	02ACH062322	Florida Department of Health	Fun Pool- Swimming pool permit	325.35	627,102.17
06/23/2022	03ACH062322	Florida Department of Health	Aqueduct- Swimming pool permit	200.35	626,901.82
06/24/2022	1073	E.T.M.	Engineering services 5/31	1,416.25	625,485.57
06/27/2022	1074	Matthew Calderaro	BOS MTG 6/20/22	200.00	625,285.57
06/27/2022	1075	Robert Renn	BOS MTG 6/20/22	200.00	625,085.57
06/27/2022	1076	Shelia Papelbon	BOS MTG 6/20/22	200.00	624,885.57
06/27/2022	1077	Stephen Kounoupas	BOS MTG 6/20/22	200.00	624,685.57
06/28/2022	1078	Advanced Security Specialist & Consulting	Security @ Tamaya 6/1/22-6/15/22	8,100.00	616,585.57
06/28/2022	1079	Alden Contracting & Services		1,675.00	614,910.57
06/28/2022	1080	Dale Cooper LLC	Slide Inspection	1,575.00	613,335.57
06/28/2022	1081	Southeastern Paper Group	supplies	294.43	613,041.14
06/28/2022	1082	The Lake Doctors, Inc.	Game fish stocking	475.00	612,566.14
06/28/2022	1083	Turner Pest Control	May pest control	104.74	612,461.40
06/30/2022	1084	Air Solutions Heating & Cooling Inc	Service Call- system not cooling	235.00	612,226.40
06/30/2022	1085	Integrated Access Solutions	Service Call- Repaired maglock	240.00	611,986.40
06/30/2022	1086	Kutak Rock LLP	Legal Services- April & May	2,620.00	609,366.40
06/30/2022	1087	Staples	office supplies	49.54	609,316.86
06/30/2022	1088	10-S Tennis Supply & Dinkshot Pickleball	6- star II Tennis net	257.93	609,058.93
06/30/2022	1089	JEA	service for the month of May	21,365.99	587,692.94
06/30/2022	1090	Staples	office supplies	303.48	587,389.46
06/30/2022	1091	Vesta Property Services	April Fees	3,183.45	584,206.01
06/30/2022			Service Charge	36.80	584,169.21
06/30/2022	EOM Balance			3,117.36	115,547.57
07/01/2022	1092	Sun State Nursery & Landscaping, Inc		70,426.20	513,743.01
07/05/2022	01ACH070522	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 6/10-07/09	201.35	513,541.66
07/07/2022			Deposit	1,367.12	514,908.78
07/08/2022	1093	Advanced Security Specialist & Consulting	Security @ Tamaya 6/16-6/30	8,370.00	506,538.78
07/08/2022	1094	Air Solutions Heating & Cooling Inc	Service Call- system not cooling	285.00	506,253.78
07/08/2022	1095	Integrated Access Solutions	Labor for installation, Indoor access point and Long range Wifi	1,582.39	504,671.39
07/08/2022	1096	Sun State Nursery & Landscaping, Inc	July Landscape Maintenance	35,213.10	469,458.29
07/08/2022	1097	The Lake Doctors, Inc.	Monthly Waater Management services - July	475.00	468,983.29
07/08/2022	1098	VGlobal Tech	Monthly email hosting	50.00	468,933.29
07/14/2022			Deposit	192.36	469,125.65
07/14/2022			Deposit	1,250.00	470,375.65
07/14/2022	1099	Comcast	12788 Meritage Blvd. OFC 4 7/3-8/2	360.95	470,014.70
07/14/2022	1100	Big Z Pool Service, LLC	Family Pool @ Tamaya	1,764.00	468,250.70
07/14/2022	1102	Life Fitness	SE3 16in and Life Pulse	1,698.54	466,552.16
07/17/2022	01ACH071722	Comcast	12750 Meritage Blvd. GATEHOUSE 6/30-7/29	221.68	466,330.48
07/18/2022	ACH071822	TECO	12545 Beach Blvd - 5/21-6/21	37.13	466,293.35
07/18/2022	1103	DPFG M&C	Monthly services July 2022	4,166.66	462,126.69
07/18/2022	ACH 071822	Bank United	Ordering checks	198.67	461,928.02
07/19/2022			Funds Transfer	100.00	461,828.02
07/20/2022	1104	B.A.B Tennis Courts	2- Tennis Court resurfacing	9,900.00	451,928.02
07/20/2022			Deposit	1,575.00	453,503.02
07/20/2022	02ACH072022	World Market	Nat'l Fortune Cookie Day	6.99	453,496.03
07/21/2022	01ACH072122	Florida Natural Gas	Fuel and Inside FGT Z3 5/20-6/21	16.90	453,479.13
07/25/2022	1105	Matthew Calderaro	BOS MTG 7/18/22	200.00	453,279.13
07/25/2022	1106	Robert Renn	BOS MTG 7/18/22	200.00	453,079.13
07/25/2022	1107	Shelia Papelbon	BOS MTG 7/15/22	200.00	452,879.13
07/25/2022	1108	Stephen Kounoupas	BOS MTG 7/18/22	200.00	452,679.13
07/27/2022	01ACH072722	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 07/10-08/09	191.35	452,487.78

07/27/2022			Deposit	1,800.00		454,287.78
07/27/2022	ACH 072722	Credit Card transactions			758.86	453,528.92
07/29/2022			Deposit	3,000.00		456,528.92
07/31/2022			Service Charge		2.15	456,526.77
07/31/2022	EOM Balance			9,184.48	136,826.92	456,526.77

EXHIBIT 4

Beach

Community Development District

Financial Statements
(Unaudited)

For the Period Ending
August 31, 2022

Beach Community Development District
Balance Sheet
As of August 31, 2022

	General Fund	Debt Service Series 2013A	Debt Service Series 2015A	Construction 2013A, 2015A	Total
1 ASSETS					
2 Operating Account BU	\$ 399,985	\$ -	\$ -	\$ -	\$ 399,985
3 Checking Account CS	24,122	-	-	-	24,122
4 Debit Card Account CS	893	-	-	-	893
5 Paypal Account BU	100	-	-	-	100
6 Prepaid Expenses	886	-	-	-	886
7 Assessments Receivable On-Roll	-	-	-	-	-
8 Assessments Receivable Off-Roll	-	-	134,655	-	134,655
9 Due From Other Funds	-	9,846	2,470	-	12,315
10 Debt Service Trust Accounts					
11 Sinking Fund	-	-	-	-	-
12 Interest	-	-	-	-	-
13 Prepayment	-	70,329	3,239	-	73,568
14 Revenue	-	425,895	93,578	-	519,473
15 Optional Redemption	-	-	-	-	-
16 Acquisition/Construction 2013A	-	-	-	37	37
17 Acquisition/Construction 2015A	-	-	-	149	149
18 TOTAL ASSETS	\$ 425,986	\$ 506,069	\$ 233,942	\$ 187	\$ 1,166,184
19 LIABILITIES					
20 Accounts Payable	\$ 7,277	\$ -	\$ -	\$ -	\$ 7,277
21 Deferred Revenue On-Roll	-	-	-	-	-
22 Deferred Revenue Off-Roll	-	-	134,655	-	134,655
23 Due To Other Funds	6,138	-	-	-	6,138
24 Outstanding Checks	220	-	-	-	220
25 TOTAL LIABILITIES	13,635	-	134,655	-	148,290
26 FUND BALANCE					
27 Committed					
28 Nonspendable Deposits	886	-	-	-	886
29 Reserves for Debt Service	-	-	-	-	-
30 Capital Reserves	109,319	-	-	-	109,319
31 Assigned	-	-	-	-	-
32 Working Capital	-	-	-	-	-
33 Unassigned	302,146	506,069	99,288	187	907,689
34 TOTAL FUND BALANCE	412,351	506,069	99,288	187	1,017,894
35 TOTAL LIABILITIES & FUND BALANCE	\$ 425,986	\$ 506,069	\$ 233,942	\$ 187	\$ 1,166,184

Beach Community Development District
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through August 31, 2022

	FY 2022 Adopted Budget	FY 2022 Incurred in July	FY 2022 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUE					
2 Special Assessments - On Roll	\$ 1,108,414	\$ 1,016,046	\$ 1,111,627	\$ 3,214	100%
3 Special Assessments - Off Roll	445,990	408,824	445,990	-	100%
4 Other Income & Other Financing Sources	-	-	39,787	39,787	
5 Carryforward	-	-	-	-	
6 Interest Income	-	-	50	50	
7 TOTAL REVENUE	\$ 1,554,404	\$ 1,424,870	\$ 1,597,455	\$ 43,051	103%
8 EXPENDITURES					
9 General & Administrative Expenses					
10 Supervisor Fees	\$ 4,800	\$ 4,400	\$ 7,800	\$ 3,000	163%
11 Public Official Insurance	2,800	2,567	2,632	(168)	94%
12 General Liability Insurance	3,600	3,300	3,381	(219)	94%
13 Trustee Fees	8,000	7,333	14,375	6,375	180%
14 District Management	38,500	35,292	36,458	(2,042)	95%
15 Engineering	2,500	2,292	1,416	(1,084)	57%
16 Dissemination Agent	4,000	3,667	2,833	(1,167)	71%
17 District Counsel	5,000	4,583	10,440	5,440	209%
18 Assessment Administration	9,000	8,250	10,833	1,833	120%
19 Reamortization Schedule	500	458	-	(500)	0%
20 Audit	6,000	5,500	7,296	1,296	122%
21 Legal Advertising	1,750	1,604	1,606	(144)	92%
22 Miscellaneous	1,000	917	3,501	2,501	350%
23 Website	2,400	2,200	3,346	946	139%
24 Dues, Licenses & Fees	175	160	175	-	100%
25 Total General & Administrative Expenses	90,025	82,523	106,092	16,067	118%
26 Field Expenses					
27 Field Management	16,200	14,850	3,618	(12,582)	22%
28 Property Insurance	75,500	69,208	74,212	(1,288)	98%
29 Lake Maintenance	19,800	18,150	15,997	(3,803)	81%
30 Landscaping (Including materials)	402,792	369,226	345,529	(57,263)	86%
31 Landscape Improvement	-	-	-	-	
32 Irrigation (Repairs)	10,000	9,167	5,541	(4,459)	55%
33 Electric - Street Lights/Irrigation-JEA	188,475	172,769	177,282	(11,193)	94%
34 Right of Way / Lake Mowing	2,500	2,292	-	(2,500)	0%
35 Entry Water Feature	7,500	6,875	3,185	(4,315)	42%
36 Carryforward replenish	5,000	4,583	-	(5,000)	0%
37 Contingency - Hurricane Expenses/deductible	10,000	9,167	-	(10,000)	0%
38 General Maintenance	8,000	7,333	1,473	(6,527)	18%
39 Total Field Expenses	745,767	683,620	626,838	(118,929)	84%

40 **Amenity Expenses**

41	Amenity Admin/Operation/Lifeguards	170,000	155,833	195,074	25,074	115%
42	Swimming Pool Maintenance & Chemicals	47,500	43,542	44,509	(2,991)	94%
43	Swimming Pool Inspection	1,500	1,375	851	(649)	57%
44	Amenity General Maintenance	15,510	14,218	19,391	3,881	125%
45	Holiday Decorations	6,000	5,500	-	(6,000)	0%
46	Amenity Cleaning	15,000	13,750	8,472	(6,528)	56%
47	Amenity Electric/Water and Sewer	60,000	55,000	31,767	(28,233)	53%
48	Amenity Gates/Control Access	2,500	2,292	8,214	5,714	329%
49	Amenity Website	7,860	7,205	5,117	(2,743)	65%
50	Amenity Internet/Cable	10,000	9,167	11,988	1,988	120%
51	Amenity Dues & Licenses	850	779	-	(850)	0%
52	Amenity Security	800	733	-	(800)	0%
53	Fitness Equipment Lease	10,000	9,167	8,643	(1,357)	86%
54	Lifestyles Programming	25,000	22,917	26,025	1,025	104%
55	Amenity Gas	600	550	451	(149)	75%
56	Tennis Court Maintenance - 4 Clay Courts	14,500	13,292	11,438	(3,062)	79%
57	Landscaping Maintenance of Amenity Center	68,400	62,700	45,060	(23,340)	66%
58	Landscape Improvement	2,500	2,292	2,902	402	116%
59	Amenity Irrigation (Repairs)	1,500	1,375	166	(1,334)	11%
60	Pest Control	1,200	1,100	1,242	42	103%
61	Amenity Fire System Monitoring	1,500	1,375	3,095	1,595	206%
62	Alarm	500	458	-	(500)	0%
63	Trash Collection	2,292	2,101	1,603	(689)	70%
64	Total Amenity Expenses	465,512	426,719	426,009	(39,503)	92%

65 **Access Control /Gate House**

66	Guard Service	246,000	225,500	168,378	(77,623)	68%
67	Guard House Supplies	800	733	214	(586)	27%
68	Guard House Utilities	3,800	3,483	3,909	109	103%
69	Guard House Repair & Maintenance	1,000	917	273	(727)	27%
70	Guard House Janitorial	-	-	-	-	
71	Bar Code Expense	1,500	1,375	4,025	2,525	268%
72	Total Access Control/Gate House Expenses	253,100	232,008	176,799	(76,301)	70%

73	TOTAL EXPENDITURES	\$ 1,554,404	\$ 1,554,404	\$ 1,335,737	\$ (218,667)	86%
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74	Excess of Revenue Over (Under) Expenditures	-	(129,534)	261,718	261,718	
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75	Fund Balance - Beginning	143,374	143,374	150,634	7,260	
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76	Fund Balance - Ending	\$ 143,374	\$ 13,840	\$ 412,351	\$ 268,977	
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Committed

Nonspendable Deposits	886		886		
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Reserves for Debt Service	-		-		
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Capital Reserves	109,319		109,319		
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Assigned

Working Capital	-		-		
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Unassigned	302,146		302,146		
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TOTAL FUND BALANCE	\$ 412,351		\$ 412,351		
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Beach Community Development District
Debt Service 2013A
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through August 31, 2022

	FY2022 Adopted	FY2022 Actual YTD	Variance Over (Under)
1 REVENUE			
2 Special Assessments - On Roll	\$ 821,645	\$ 820,652	\$ (993)
3 Special Assessments - Off Roll	-	143,574	143,574
4 Prepayment	-	84,105	84,105
5 Interest Revenue	-	1,352	1,352
6 TOTAL REVENUE	821,645	1,049,683	228,038
7 EXPENDITURES			
8 11/01/21 Debt Service			
9 Interest	328,670	328,670	-
10 05/01/22 Debt Service			
11 Interest	328,670	325,108	3,563
12 Principal	170,000	425,000	255,000
13 Other Expenditures	-	155,582	
14 TOTAL EXPENDITURES	827,340	1,234,359	(407,019)
15 Excess of Revenue Over (Under) Expenditures	(5,695)	(184,677)	(178,982)
16 Fund Balance - Beginning	690,745	690,745	-
17 Fund Balance - Ending	\$ 685,050	\$ 506,069	\$ (178,982)

Beach Community Development District
Debt Service 2015A
Statement of Revenue, Expenses and Changes in Fund Balance
For the Period From October 1, 2021 through August 31, 2022

	<u>FY2022 Adopted</u>	<u>FY2022 Actual YTD</u>	<u>Variance Over (Under)</u>
1 REVENUE			
2 Special Assessments - On Roll	\$ 124,646	\$ 125,007	\$ 361
3 Special Assessments - Off Roll	493,652	611,902	118,250
4 Interest Revenue	-	8	8
5 TOTAL REVENUE	618,298	736,917	118,619
6 EXPENDITURES			
7 11/01/21 Debt Service			
8 Interest	234,673	233,935	738
9 05/01/22 Debt Service			-
10 Interest	234,673	233,935	738
11 Principal	155,000	405,000	250,000
12 TOTAL EXPENDITURES	624,345	872,870	(248,525)
13 Excess of Revenue Over (Under) Expenditures	(6,048)	(135,953)	(129,906)
14 Fund Balance - Beginning	235,241	235,241	-
15 Fund Balance - Ending	\$ 229,193	\$ 99,288	\$ (129,906)

**Beach CDD
Check Register - FY2022**

Date	Num	Name	Memo	Receipts	Disbursements	Balance
04/30/2022	EOM Balance					795,185.00
05/01/2022	1032	Paternel P Mileon	Tamaya Hall reservation cancelation		1,450.00	793,735.00
05/01/2022	01ACH042722	Jacksonville Daily Record	Notice of Board of Supervisors Meeting		99.88	793,635.12
05/02/2022	33		Bank United check fee		39.17	793,595.95
05/06/2022	1001	10-S Tennis Supply & Dinkshot Pickleball	10-S Pro-Screen Open Mesh 6'		242.59	793,353.36
05/06/2022	1002	Advanced Security Specialist & Consulting	Security @ Tamaya 4/16/22-4/30/22		8,100.00	785,253.36
05/06/2022	1003	Big Z Pool Service, LLC			8,919.09	776,334.27
05/06/2022	1005	Florida Natural Gas	Fuel and Inside FGT Z3 3/22-4/21		12.59	776,321.68
05/06/2022	1006	Innersync	Website and PDF Accessibility Services 4/1-9/30		753.48	775,568.20
05/06/2022	1008	Kutak Rock LLP	Legal Services- March		1,596.00	773,972.20
05/06/2022	1010	Southeast Fitness	Service Flat rate 1-60 Miles		150.00	773,822.20
05/06/2022	1011	Vesta Property Services	April Fees		17,163.22	756,658.98
05/06/2022	1012	VGlobal Tech	Monthly email hosting		50.00	756,608.98
05/06/2022	1013	Onsight Industries LLC	Signage Display- See Somthing Say Something		231.80	756,377.18
05/06/2022	050622ACH01	Comcast	12788 Meritace Blvd 4/28-5/27		544.21	755,832.97
05/06/2022	050622ACH02	Comcast	12750 Meritage Blvd. Gatehouse 4/30-5/29		221.68	755,611.29
05/06/2022	05622ACH03	Comcast	12788 Meritage Blvd. OFC4 5/3-6/2		351.08	755,260.21
05/06/2022	1014	Custom Pump & Controls, Inc.	Qtrly Lift Station Inspection		135.00	755,125.21
05/06/2022	1015	Integrated Access Solutions	T21 Motor		839.63	754,285.58
05/06/2022	1016	Jacksonville Daily Record	Notice of Board of Supervisors Meeting		126.88	754,158.70
05/06/2022	1017	PFM Group Consulting LLC			3,300.85	750,857.85
05/06/2022	1018	Vesta Property Services			4,691.67	746,166.18
05/06/2022	1019	Charles Morris	4.15.22 Palm Court Dep Refund		200.00	745,966.18
05/12/2022	1020	Advanced Security Specialist & Consulting	Security @ Tamaya		8,100.00	737,866.18
05/12/2022	1021	Big Z Pool Service, LLC	Lap Pool Repair @ Tamaya		5,555.89	732,310.29
05/12/2022	1022	Kathleen Valero	Pool Cabana Deposit Refund 04.26.22		150.00	732,160.29
05/12/2022	1023	Kutana Marshall	Pool Cabana Deposit Refund 04.23.22		150.00	732,010.29
05/12/2022	1024	Maria Tondi	April Board Mtg		200.00	731,810.29
05/12/2022	1025	Matthew Calderaro	April Board Mtg		200.00	731,610.29
05/12/2022	1026	Rose Lerum	Tamaya Hall/Palm Court Deposit refund 4.23.22		950.00	730,660.29
05/12/2022	1027	Shelia Papelbon	April Board Mtg		200.00	730,460.29
05/12/2022	1028	Southeastern Paper Group	supplies		206.60	730,253.69
05/12/2022	1029	Stephen Kounoupas	April Board Mtg		200.00	730,053.69
05/12/2022	1030	TEKWave Solutions LLC	Tamaya Community VMS - MAY		295.00	729,758.69
05/12/2022	1031	Turner Pest Control	April pest control		104.74	729,653.95
05/13/2022	1033	Life Fitness			77.42	729,576.53
05/13/2022	051322ACH1	TECO	12545 Beach Blvd - 3/23-4/21		36.47	729,540.06
05/16/2022	051622ACH1	JEA	service for the month of May		22,065.88	707,474.18
05/18/2022	1035	Matthew Calderaro	BOS MTG 5/9/22		200.00	707,274.18
05/18/2022	1036	Robert Renn	BOS MTG 5/9/22		200.00	707,074.18
05/18/2022	1037	Shelia Papelbon	BOS MTG 5/9/22		200.00	706,874.18
05/18/2022	1038	Stephen Kounoupas	BOS MTG 5/9/22		200.00	706,674.18
05/18/2022	1039	VGlobal Tech			220.00	706,454.18
05/24/2022	ACH 052422	Comcast	12788 Meritace Blvd MINI MDTA 5/28-6/27. ACH double payment		543.28	705,910.90
05/25/2022	1040	Advanced Security Specialist & Consulting	Security @ Tamaya 5/1/2022-5/15/2022		8,100.00	697,810.90
05/25/2022	1041	GFL Environmental	June trash service		97.04	697,713.86
05/25/2022	1042	Southeastern Paper Group	supplies		233.15	697,480.71
05/25/2022	1043	Staples			228.95	697,251.76
05/25/2022	1044	The Jacksonville Party Company	Casino Night 5/27		3,067.50	694,184.26
05/25/2022			Deposit	3,717.47		697,901.73
05/25/2022			Deposit	200.00		698,101.73
05/25/2022			Deposit	500.00		698,601.73
05/27/2022	1045	Big Z Pool Service, LLC	Family Pool @ Tamaya		1,972.31	696,629.42
05/27/2022	34		Bank United stop payment fee		30.00	696,599.42
05/31/2022	EOM Balance			4,417.47	103,003.05	696,599.42
06/06/2022	1046	Bob's Backflow & Plumbiong Services	Irrigation and piping Materials		351.50	696,247.92
06/06/2022	1047	Comcast	12788 Meritace Blvd MINI MDTA 5/28-6/27		544.21	695,703.71
06/06/2022	1048	JEA	service for the month of May		21,083.31	674,620.40
06/06/2022	1049	PFM Group Consulting LLC	April Fedex		10.72	674,609.68
06/06/2022	1050	Southeastern Paper Group	supplies		478.53	674,131.15
06/06/2022	1051	Staples	office supplies		735.47	673,395.68
06/06/2022	1052	TECO	12545 Beach Blvd - 4/22-5/20		36.47	673,359.21
06/06/2022	1053	VGlobal Tech	Monthly email hosting		50.00	673,309.21
06/07/2022	1054	Advanced Security Specialist & Consulting	Security @ Tamaya 5/16-5/31 Plus Holiday pay		8,910.00	664,399.21
06/09/2022	1055	DPFM M&C			8,444.20	655,955.01
06/09/2022	1056	Vesta Property Services	May Fees		18,559.84	637,395.17
06/10/2022			Deposit	1,550.00		638,945.17

06/10/2022			Deposit	192.36	639,137.53
06/15/2022	1057	Buehler Air Conditioning	AC Repair	1,372.00	637,765.53
06/15/2022	1059	Marina Masody	Keycard returned issue refund	25.00	637,740.53
06/15/2022	1060	Vesta Property Services	Billable Expenses	5,152.06	632,588.47
06/15/2022	1061	Johnny Sarante	deposit returned for a May 7th rental	200.00	632,388.47
06/15/2022			Deposit	1,375.00	633,763.47
06/16/2022	01ACH061622	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 5/10-6/09	191.35	633,572.12
06/16/2022	02ACH061622	Comcast	12750 Meritage Blvd. GATEHOUSE 5/30-6/29	221.68	633,350.44
06/17/2022	1063	Grau and Associates	Aduit FYE 9/30/2021	1,200.00	632,150.44
06/17/2022	1064	Southeastern Paper Group	supplies	197.57	631,952.87
06/17/2022	1065	The Lake Doctors, Inc.	Monthly Water Management Services May & June	2,656.00	629,296.87
06/17/2022	1066	Turner Pest Control	June pest control	104.74	629,192.13
06/17/2022	1067	Wayne Automatic Fire Sprinklers Inc.	Quarterly Sprinkler Inspection	75.00	629,117.13
06/21/2022	01ACH062122	Florida Natural Gas	Fuel and Inside FGT Z3 4/21-5/20	14.11	629,103.02
06/22/2022	1069	Fern Austin	Deposit for Pool Cabana	150.00	628,953.02
06/22/2022	1070	Gayle Blackmer	Deposit for rental of Pool Cabana/Large Event Lawn	500.00	628,453.02
06/22/2022	1071	Marla Myers	cancelling for return of rental at Palm Court	200.00	628,253.02
06/22/2022	1072	Ryzica Jakovljevic	Deposit to be returned to resident for rental of Pool Cabana	150.00	628,103.02
06/22/2022	01ACH062222	Comcast	12788 Meritage Blvd. OFC4 6/3-7/2	350.15	627,752.87
06/23/2022	01ACH062322	Florida Department of Health	Lap Pool- Swimming pool permit	325.35	627,427.52
06/23/2022	02ACH062322	Florida Department of Health	Fun Pool- Swimming pool permit	325.35	627,102.17
06/23/2022	03ACH062322	Florida Department of Health	Aqueduct- Swimming pool permit	200.35	626,901.82
06/24/2022	1073	E.T.M.	Engineering services 5/31	1,416.25	625,485.57
06/27/2022	1074	Matthew Calderaro	BOS MTG 6/20/22	200.00	625,285.57
06/27/2022	1075	Robert Renn	BOS MTG 6/20/22	200.00	625,085.57
06/27/2022	1076	Shelia Papelbon	BOS MTG 6/20/22	200.00	624,885.57
06/27/2022	1077	Stephen Kounoupas	BOS MTG 6/20/22	200.00	624,685.57
06/28/2022	1078	Advanced Security Specialist & Consulting	Security @ Tamaya 6/1/22-6/15/22	8,100.00	616,585.57
06/28/2022	1079	Alden Contracting & Services		1,675.00	614,910.57
06/28/2022	1080	Dale Cooper LLC	Slide Inspection	1,575.00	613,335.57
06/28/2022	1081	Southeastern Paper Group	supplies	294.43	613,041.14
06/28/2022	1082	The Lake Doctors, Inc.	Game fish stocking	475.00	612,566.14
06/28/2022	1083	Turner Pest Control	May pest control	104.74	612,461.40
06/30/2022	1084	Air Solutions Heating & Cooling Inc	Service Call- system not cooling	235.00	612,226.40
06/30/2022	1085	Integrated Access Solutions	Service Call- Repaired maglock	240.00	611,986.40
06/30/2022	1086	Kutak Rock LLP	Legal Services- April & May	2,620.00	609,366.40
06/30/2022	1087	Staples	office supplies	49.54	609,316.86
06/30/2022	1088	10-S Tennis Supply & Dinkshot Pickleball	6- star II Tennis net	257.93	609,058.93
06/30/2022	1089	JEA	service for the month of May	21,365.99	587,692.94
06/30/2022	1090	Staples	office supplies	303.48	587,389.46
06/30/2022	1091	Vesta Property Services	April Fees	3,183.45	584,206.01
06/30/2022			Service Charge	36.80	584,169.21
06/30/2022	EOM Balance			3,117.36	115,547.57
07/01/2022	1092	Sun State Nursery & Landscaping, Inc		70,426.20	513,743.01
07/05/2022	01ACH070522	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 6/10-07/09	201.35	513,541.66
07/07/2022			Deposit	1,367.12	514,908.78
07/08/2022	1093	Advanced Security Specialist & Consulting	Security @ Tamaya 6/16-6/30	8,370.00	506,538.78
07/08/2022	1094	Air Solutions Heating & Cooling Inc	Service Call- system not cooling	285.00	506,253.78
07/08/2022	1095	Integrated Access Solutions	Labor for installation, Indoor access point and Long range Wifi	1,582.39	504,671.39
07/08/2022	1096	Sun State Nursery & Landscaping, Inc	July Landscape Maintenance	35,213.10	469,458.29
07/08/2022	1097	The Lake Doctors, Inc.	Monthly Waater Management services - July	475.00	468,983.29
07/08/2022	1098	VGlobal Tech	Monthly email hosting	50.00	468,933.29
07/14/2022			Deposit	192.36	469,125.65
07/14/2022			Deposit	1,250.00	470,375.65
07/14/2022	1099	Comcast	12788 Meritage Blvd. OFC 4 7/3-8/2	360.95	470,014.70
07/14/2022	1100	Big Z Pool Service, LLC	Family Pool @ Tamaya	1,764.00	468,250.70
07/14/2022	1102	Life Fitness	SE3 16in and Life Pulse	1,698.54	466,552.16
07/17/2022	01ACH071722	Comcast	12750 Meritage Blvd. GATEHOUSE 6/30-7/29	221.68	466,330.48
07/18/2022	ACH071822	TECO	12545 Beach Blvd - 5/21-6/21	37.13	466,293.35
07/18/2022	1103	DPFG M&C	Monthly services July 2022	4,166.66	462,126.69
07/18/2022	ACH 071822	Bank United	Ordering checks	198.67	461,928.02
07/19/2022			Funds Transfer	100.00	461,828.02
07/20/2022	1104	B.A.B Tennis Courts	2- Tennis Court resurfacing	9,900.00	451,928.02
07/20/2022			Deposit	1,575.00	453,503.02
07/20/2022	02ACH072022	World Market	Nat'l Fortune Cookie Day	6.99	453,496.03
07/21/2022	01ACH072122	Florida Natural Gas	Fuel and Inside FGT Z3 5/20-6/21	16.90	453,479.13
07/25/2022	1105	Matthew Calderaro	BOS MTG 7/18/22	200.00	453,279.13
07/25/2022	1106	Robert Renn	BOS MTG 7/18/22	200.00	453,079.13
07/25/2022	1107	Shelia Papelbon	BOS MTG 7/15/22	200.00	452,879.13
07/25/2022	1108	Stephen Kounoupas	BOS MTG 7/18/22	200.00	452,679.13
07/27/2022	01ACH072722	Comcast	13077 Beach Blvd. PEDESTRIAN GATE 07/10-08/09	191.35	452,487.78

07/27/2022			Deposit	1,800.00		454,287.78
07/27/2022	ACH 072722	Credit Card transactions			758.86	453,528.92
07/29/2022			Deposit	3,000.00		456,528.92
07/31/2022			Service Charge		2.15	456,526.77
07/31/2022	EOM Balance			9,184.48	136,826.92	456,526.77
08/05/2022			Deposit	111,497.56		567,339.36
08/08/2022	1110	Lee Trogisch	Deposit for area rental on 9/2/21		750.00	566,589.36
08/08/2022	1111	Dianne Johnson	Check#8849 rental deposit returned 3/8/22		750.00	565,839.36
08/08/2022	100001	Advanced Security Specialist & Consulting			8,640.00	557,199.36
08/08/2022	100002	Buehler Air Conditioning			799.00	556,400.36
08/10/2022	100003	First Coast Fun and Games			540.00	555,860.36
08/10/2022	100004	Magnetix DJ Services			700.00	555,160.36
08/10/2022	100005	The Perfect Pour			565.00	554,595.36
08/11/2022	100006	Comcast			222.26	554,373.10
08/11/2022	100007	Integrated Access Solutions			523.78	553,849.32
08/11/2022	100008	Southeastern Paper Group			396.68	553,452.64
08/11/2022	100009	Vesta Property Services			26,350.92	527,101.72
08/11/2022	100010	VGlobal Tech			50.00	527,051.72
08/15/2022	1112	Vesta Property Services	June Fees		29,529.52	497,522.20
08/15/2022	8182022ACH1	Comcast	12788 Meritage Blvd MINI MDTA 7/28 to 8/27/22		164.58	497,357.62
08/17/2022	ACH081722	TECO	12545 Beach Blvd - 6/22-7/20		35.89	497,321.73
08/17/2022	100011	Magnetix DJ Services			500.00	496,821.73
08/18/2022	1113	Mahmuda Nizami	Rental Deposit		950.00	495,871.73
08/22/2022	ACH082222	Comcast	12788 Meritage Blvd. OFC 4 8/3-9/2		351.09	495,520.64
08/22/2022	ACH082222	Florida Natural Gas	Fuel and Inside FGT Z3 6/21-7/20		13.09	495,507.55
08/23/2022	100012	DPFG M&C			4,166.66	491,340.89
08/23/2022	100013	Advanced Security Specialist & Consulting			8,100.00	483,240.89
08/23/2022	100014	Sun State Nursery & Landscaping, Inc			37,763.40	445,477.49
08/24/2022	100015	JEA			27,447.26	418,030.23
08/24/2022	100016	Vesta Property Services			9,966.53	408,063.70
08/25/2022			Deposit	1,942.36		410,006.06
08/27/2022	300001	Comcast			191.35	409,814.71
08/29/2022	100017	Vesta Property Services			4,234.41	405,580.30
08/29/2022	ACH 082922	Credit Card transactions			2,503.18	403,077.12
08/30/2022	100018	Integrated Access Solutions			1,266.23	401,810.89
08/30/2022	100019	Southeastern Paper Group			219.65	401,591.24
08/30/2022	100020	The Lake Doctors, Inc.			1,395.00	400,196.24
08/30/2022	100021	Turner Pest Control			209.48	399,986.76
08/31/2022			Service Charge		1.45	399,985.31
08/31/2022	EOM Balance			113,439.92	169,296.41	399,985.31

EXHIBIT 5

RESOLUTION 2022-19

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

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

Section 1. The Chair and Vice-Chair of the District's Board of Supervisors, and Howard McGaffney and Johanna Lee and Bridgett Alexander of DPFM Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank accounts.

Section 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

PASSED AND ADOPTED this 19th day of September, 2022.

ATTEST:

BEACH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair, Board of Supervisors

EXHIBIT 6



community advisors, LLC

Reserve Study Professionals





July 19, 2022

Mr. Howard McGaffney, Vice President
DPFG management & Consulting LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Re: Level I Reserve Study for Beach CDD

Dear Mr. McGaffney:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*
President & Reserve Analyst



Scope of Work for District
Streets, Entry Features, Pools, Residents Center, Sport Courts, Playground, Stormwater System,
with components evaluated that include:

- Roof and exterior walls
- Interior finishes
- Mechanical, Electrical, Plumbing
- Fencing/Mailboxes
- Pavement/Walks/Curbs
- Fitness equipment
- Tennis courts components
- Play equipment, misc. items
- Landscaping and irrigation systems
- Pools and equipment
- Other components identified at site visit.

Terms of Service

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:
Professional Fee: \$4,900.00 Deposit Required: -0-
Delivery of Draft Report is typically 4-6 weeks after completion of site visit

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Reserve Analyst & Inspector's Credentials

Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

Education - Virginia Polytechnic Institute & State University - BS

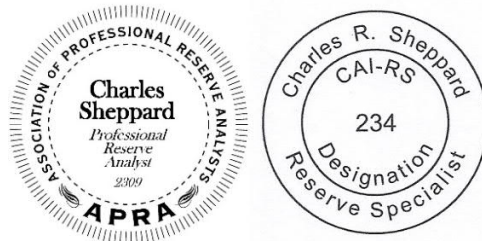
License - Certified General Contractor, Certified Home Inspector - Florida

Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI



Partial Client List

Community Development Districts

Tolomato, (Nocatee)
Amelia Concourse
Tisons Landing
Amelia Walk
South Village
Sampson Creek
Middle Village
Ridgewood Trails
Glen St. Johns
Bartram Springs
Rivers Edge
Aberdeen
Durbin Crossing
St. Johns Forrest
Dunes Utility
Double Branch
Pine Ridge
Brandy Creek
Turnbull Creek
Arlington Ridge
Magnolia West
Trails
Southaven
Madeira

Communities

Queens Harbour - Jacksonville, FL
The Georgia Club - Statham, GA
Corolla Light POA - Corolla, NC
The Landings - Skidaway Island, GA
Beresford Hall Assembly - North Charleston, SC
Cumberland Harbour - St. Mary's, GA
Villas of Nocatee - Jacksonville, FL
Vizcaya HOA - Jacksonville, FL
Cimarrone POA - St. Johns, FL
Deercreek Country Club Owners Association - Jacksonville, FL
Deerwood Country Club - Jacksonville, FL
Coastal Oaks - Ponte Vedra, FL
Preserve at Summer Beach - Fernandina Beach, FL
Amelia Park Neighborhood - Fernandina Beach, FL
Amelia Oaks - Fernandina Beach, FL
Coastal Oaks Amelia - Fernandina Beach, FL
Oyster Bay POA - Fernandina, FL
Oyster Bay Yacht Club - Fernandina, FL
Ocean Breeze HOA - Fernandina Beach, FL
The Enclave at Summer Beach - Fernandina Beach, FL
RiverPlace at Summer Beach - Fernandina Beach, FL
Amelia National - Fernandina, FL

Condominiums

Carlton Dunes - Amelia Island, FL
Spyglass Villas - Amelia Island, FL
Ocean Club Villas - Amelia Island, FL
Sand Dollar Condominium - Amelia Island, FL
Captain's Court - Amelia Island, FL
Dunes Club Villas - Amelia Island, FL
Villas at Summer Beach - Amelia Island, FL
Beachwood Villas - Amelia Island, FL
Coastal Cottages - Amelia Island, FL
Harrison Cove - Amelia Island, FL
Marina San Pablo - Jacksonville, FL
Latterra at World Golf - St. Augustine, FL
Cumberland On Church - Nashville, TN
Surf Club III - Palm Coast, FL
The Peninsula - Jacksonville, FL
The Plaza at Berkman Plaza - Jacksonville, FL
1661 Riverside - Jacksonville, FL
Seascape - Jacksonville Beach, FL
Southshore Condominium - Jacksonville Beach, FL
Ocean Villas at Serenata Beach - St. Augustine, FL
Watermark - Jacksonville Beach, FL
Oceanic Condominium - Jacksonville Beach, FL
Ocean 14 Condominium - Jacksonville Beach, FL
Serena Point Condominium - Jacksonville Beach, FL
Oceania Condominium - Jacksonville Beach, FL

Active Adult Communities

Del Webb Ponte Vedra - Ponte Vedra, FL
Stone Creek by Del Webb - Ocala, FL
Villages of Seloy - St. Augustine, FL
Cascades at World Golf Village - St. Augustine, FL
The Haven at New Riverside – Bluffton, SC
Artisan Lakes – Jacksonville, FL

Religious/Schools

St. Mark's Episcopal Church - Brunswick, GA
Memorial Presbyterian - St. Augustine, FL
Grace Mem. Presbyterian - St. Augustine, FL
Trinity Episcopal Church - St. Augustine, FL
St. Mark's Towers - Brunswick, GA
Isle of Faith Methodist - Jacksonville, FL
Deermeadows Baptist - Jacksonville, FL
Frederica Academy - St. Simons Island, GA
Fishburne Military School - Waynesboro, VA
The Greenwood School - Jacksonville, FL

EXHIBIT 7



August 4, 2022

VIA EMAIL, U.S. MAIL & CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
(rzastrocky@vestapropertyservices.com)

Beach Community Development District
Attn: Ron Zastrocky
12788 Meritage Blvd.
Jacksonville, FL 32246

Re: Bentwater Place Association, Inc.: Demand for Maintenance of Tamaya Wall

Dear Mr. Zastrocky,

Please be advised that this Firm is privileged to represent Bentwater Place Association, Inc. (“Bentwater”). We have been engaged to open dialog with the Beach Community Development District (“CDD”) and, by extension, Vesta Property Services, Inc. (“Vesta”) to insist on the maintenance of the dividing wall between Tamaya Master Owners’ Association (“Tamaya”) and Bentwater (“Tamaya Wall”). Bentwater is required to send this letter because of the ongoing failure of Vesta, as an agent of the CDD, to regularly maintain the east side of the Tamaya wall, which is adjacent to Bentwater, as promised.

As you know, the Tamaya Wall runs south from Oak Springs Court to a point slightly below Willow Springs Court. Critically, the Tamaya Wall is not on Bentwater’s property. By way of background:

Communication between representatives of Bentwater and representatives of the CDD, including yourself, began no later than August 29, 2019. A true and accurate copy of the entire thread of electronic mail communications between the representatives is enclosed as **Exhibit A**. On August 28, Elim Services, Inc. (“Elim”) first communicated with Leland Management, Inc. (“Leland”) regarding the lack of maintenance between the retaining wall and the vinyl fence portion of the Tamaya Wall while Leland was an agent of the CDD. For your reference, please see the attached pictures depicting the overgrowth which prompted these communications, enclosed as **Exhibit B**. On September 5, 2019, Leland affirmed a promise on behalf of the CDD to maintain the Tamaya Wall, stating, “The top of [sic] wall will be maintained once a month down the length of the wall.” That maintenance did not occur, and as of the date of this letter is not occurring.

As evidenced by Exhibit A, on February 18, 2022, Elim corresponded with you, in your capacity as Field Operations Manager for Vesta, once again asking for clarification regarding the maintenance of the Tamaya Wall. Upon your assurance that you were working with Sunstate Nursery to remedy the maintenance issue and your subsequent promise of an answer by the week of February 21, Bentwater continued to forbear any action on the Tamaya Wall. After being prompted by Elim for a second time on March 15, you reassured the Elim representative you were in the process of securing quotes for the board.

Elim contacted you for a third time on or about May 26, 2022, receiving a reply only from a representative of Sunstate Nursery, who stated, "We have not gotten approval to proceed yet. We will clean it up as soon as we do." On or about June 14, 2022, the property owner in Tamaya, 2491 Provati Court provided unauthorized landscaping services on one segment of the Association side of the Tamaya Wall, leaving overgrowth debris in piles at the foot of the retaining wall. A depiction of the debris mentioned above is included in Exhibit B. Thereafter, Elim sent you a fourth email communication to receive clarification about maintenance, to which they received no reply.

Accordingly, the CDD's failure to meet its obligation to maintain and repair the Tamaya Wall, through Vesta, has resulted in damages to Bentwater and is tantamount to negligence. Further, this negligent act violates § 190.007, Florida Statutes, which requires the CDD to preserve and maintain an improvement or facility constructed pursuant to the act's provisions. The Tamaya Wall is one such example of an improvement to CDD property. Additionally, the failure to maintain the Tamaya Wall violates § 518.4159(b), Jacksonville Code of Ordinances, which governs the required maintenance of accessory structures and fences.

Bentwater's position has been, and remains, that the failure to maintain the Tamaya Wall harms the interests of both communities. At the heart of this issue is a failure to consider and respect the property interests of the neighboring association. More than two and half years have passed since this issue was first broached, and the consistent failure to perform monthly maintenance of the Tamaya Wall indicates willful bad faith and abdication of control and responsibility.

Bentwater demands that Vesta open communication with the undersigned counsel within 10 days of receiving this letter to produce prompt and immediate assurance that the entire length of the Tamaya Wall adjacent to Bentwater's property will receive the promised maintenance no later than August 19, 2022. Further, Bentwater demands that any debris associated with the maintenance performed be removed immediately upon completion unless a prior written agreement has been completed.

Should the CDD's performance not begin by August 19, 2022, Bentwater reserves the right to hire a lawn vendor to carry out such maintenance, to be reimbursed by Vesta.

Govern yourself accordingly,

Sincerely,



Bryan M. Davis

BMD/haf

Enclosures: Exhibit A
Exhibit B



cc: Bentwater Place Association, Inc. (via email)

Leanne Barker, LCAM (via email)

Mike Veazey, President of Tamaya Master Owners' Association
6972 Lake Gloria Blvd
Orlando, FL 32809

File



Exhibit

“A”

From: [Austin Rice](#)
To: [Ron W. Zastrocky](#); [Talmadge Griffin](#)
Cc: [Megan](#)
Subject: Re: Bentwater Issue with Tamaya Wall
Date: Tuesday, January 4, 2022 8:32:32 AM
Attachments: [image001.png](#)
[image006.png](#)
[image007.png](#)
[Outlook-wbj1lcon.png](#)
[Outlook-cu4nqw2d.png](#)

Please see the attached photos.

I don't want to speak for skip but what I can say is the original email thread predates his time here.



"Relentless pursuit of excellence for over 30 years!"

Austin Rice, Business Development

9362 Philips Highway, Jacksonville, Florida 32256
(O) 904-260-0822 | (C) 904-591-5064 | (F) 904-260-0833
(E) austin@sunstatenursery.com | SUNSTATENURSERY.COM

From: Ron W. Zastrocky <rzastrocky@vestapropertyservices.com>
Sent: Tuesday, January 4, 2022 8:28 AM
To: Austin Rice <Austin@sunstatenursery.com>; Talmadge Griffin <skip@sunstatenursery.com>
Cc: Megan <Megan@elimservices.com>
Subject: Re: Bentwater Issue with Tamaya Wall

Good morning Austin,
Can you please send the pictures? They were not attached in this email.

Skip,
Were you aware of this area?
Thanks
Ron

Ron Zastrocky
Field Operations Manager for Tamaya
C: 904-577-3075

From: Austin Rice <Austin@sunstatenursery.com>
Sent: Tuesday, January 4, 2022 8:10 AM
To: Ron W. Zastrocky <rzastrocky@vestapropertyservices.com>
Cc: Megan <Megan@elimservices.com>
Subject: Fw: Bentwater Issue with Tamaya Wall

[Return to Agenda](#)

Good morning,

This is Austin from Sun State Nursery and Landscaping - I mentioned to you that another property management company who's client borders the eastern side of Tamaya had a dispute over a fence/ wall area. In the email chain below it seems they were told it was Tamaya's responsibility.

Can you help me address this with them or reach out so that we can get to the bottom of it and make everyone happy ?

Thank you ,
Austin



"Relentless pursuit of excellence for over 30 years!"

Austin Rice, Business Development

9362 Philips Highway, Jacksonville, Florida 32256
(O) 904-260-0822 | (C) 904-591-5064 | (F) 904-260-0833
(E) austin@sunstatenursery.com | SUNSTATENURSERY.COM

From: Megan <Megan@elimservices.com>
Sent: Thursday, December 9, 2021 11:47 AM
To: Austin Rice <Austin@sunstatenursery.com>
Subject: Fwd: Bentwater Issue with Tamaya Wall

integrity.

Megan Hutto,

Phone: (904) 241-8886
Cell: (904) 553-4514

Elim Services, Inc.
1941 Mayport Rd.
Atlantic Beach, FL 32233

www.ElimServices.com



From: Rhonda Hutto <rhonda@elimservices.com>
Sent: Tuesday, December 7, 2021 4:00:04 PM
To: Megan <Megan@elimservices.com>
Subject: FW: Bentwater Issue with Tamaya Wall



Rhonda Hutto, CAM

Serving your community with excellence and integrity.

Elim Services, Inc.
1941 Mayport Road
Atlantic Beach, FL 32233

Phone: (904) 241-8886 / Cell: 571-1033
Fax: (904) 212-2103
E-Mail: Rhonda@ElimServices.com

From: Jesse Skinner <jskinner@lelandmanagement.com>
Sent: Thursday, September 5, 2019 5:28 PM
To: Rhonda Hutto <rhonda@elimservices.com>
Subject: RE: Bentwater Issue with Tamaya Wall

Hello,

The top of wall would be maintained once a month down the length of the wall.

Thanks,



Jesse Skinner, Senior Community Association Manager

Phone: (904) 483-3092

Email: jskinner@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

From: Rhonda Hutto <rhonda@elimservices.com>
Sent: Friday, August 30, 2019 11:31 AM
To: Jesse Skinner <jskinner@lelandmanagement.com>
Subject: RE: Bentwater Issue with Tamaya Wall

Thank you – for clarity – is this section is going to be added to the normal weekly/bi-weekly maintenance for your lawn vendor? You're not talking about a one-time knock-down, but regular, routine maintenance?

[Return to Agenda](#)

I only provided pictures at Creek Springs and Oak Springs, but the wall continues down past Cinnamon Springs – we would expect that the entire length of the wall is to be maintained.

Thank you,



Rhonda Hutto, CAM

Serving your community with excellence and integrity.

Elim Services, Inc.
1941 Mayport Road
Atlantic Beach, FL 32233

Phone: (904) 241-8886 / Cell: 571-1033
Fax: (904) 212-2103
E-Mail: Rhonda@ElimServices.com

From: Jesse Skinner <j Skinner@lelandmanagement.com>
Sent: Friday, August 30, 2019 10:25 AM
To: Rhonda Hutto <rhonda@elimservices.com>
Subject: RE: Bentwater Issue with Tamaya Wall

Hi Rhoda,

The landscape company will address the top of wall issue, but it will be after the hurricane.

Thanks,



Jesse Skinner, Senior Community Association Manager

Phone: (904) 483-3092

Email: j Skinner@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

From: Rhonda Hutto <rhonda@elimservices.com>
Sent: Wednesday, August 28, 2019 5:26 PM
To: Jesse Skinner <j Skinner@lelandmanagement.com>
Subject: Bentwater Issue with Tamaya Wall

Good afternoon,

Thank you for speaking with me regarding the Bentwater side of the wall and the lack of maintenance between the retaining wall and the vinyl fence. I'm also attaching the pictures.

This is the view at the end of Creek Springs Court:

[Return to Agenda](#)





This is the view at the end of Oak Springs Court (ignore the dog and homeowner...thought I'd moved the camera far enough to miss him...)





I think you can understand why our homeowners are wanting a resolution to this situation. We believe the overgrowth is not on Bentwater property and we don't want to risk damage to your fence by using equipment or damaging landscaping on the other side of the fence by applying chemicals to kill the growth.

We would love to open dialogue with the appropriate person to resolve this situation.

I look forward to hearing from you soon. Thank you again for your assistance.



Rhonda Hutto, CAM

Serving your community with excellence and integrity.

Elim Services, Inc.
1941 Mayport Road
Atlantic Beach, FL 32233

Phone: (904) 241-8886 / Cell: 571-1033
Fax: (904) 212-2103
E-Mail: Rhonda@ElimServices.com

[Return to Agenda](#)

Exhibit

“B”

















Jimerson Birr, P.A.
1 Independent Dr Ste 1400
Jacksonville FL 32202-5011

stamps

\$7.920
US POSTAGE
FIRST-CLASS
FROM 32202
08/04/2022
stamps
endicia



062S0011269723

Place label at top of the center of the envelope and fold at dotted line.

CERTIFIED MAIL®

CERTIFIED MAIL®



9414 8112 0253 0939 9357 96

Beach Community Development District
Attn: Ron Zastrocky
12788 Meritage Blvd
Jacksonville FL 32246-0705

1

\$1.92 US POSTAGE
4 OZ FIRST-CLASS MAIL FLATS RATE

062S0011269782
9705033
FROM 32202

RETAIL



stamps
endicia
08/04/2022

USPS FIRST CLASS MAIL®

Jimerson Birr, P.A.
1 Independent Dr Ste 1400
Jacksonville FL 32202-5011

SHIP TO: Beach Community Development District
Attn: Ron Zastrocky
12788 Meritage Blvd
Jacksonville FL 32246-0705



Jimerson Birr, P.A.
1 Independent Dr Ste 1400
Jacksonville FL 32202-5011

\$7.920
US POSTAGE
FIRST-CLASS
FROM 32202
08/04/2022
stamps
endicia

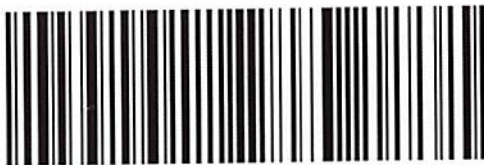


062S0011269727

Place label at top of the center of the envelope and fold at dotted line.

CERTIFIED MAIL®

CERTIFIED MAIL®



9414 8112 0253 0939 9131 07

Mike Veazey, President of
Tamaya Master Owners' Association
6972 Lake Gloria Blvd
Orlando FL 32809-3200

1

\$1.92 US POSTAGE
4 OZ FIRST-CLASS MAIL FLATS RATE

062S0011269729
9705033
FROM 32202

RETAIL



stamps
endicia
08/04/2022

USPS FIRST CLASS MAIL®

Jimerson Birr, P.A.
1 Independent Dr Ste 1400
Jacksonville FL 32202-5011

SHIP TO: Mike Veazey, President of
Tamaya Master Owners' Association
6972 Lake Gloria Blvd
Orlando FL 32809-3200







EXHIBIT 8

Coastal Maintenance
P.O. Box 5372
Jacksonville, FL 32247 US
904-466-3334
coastalmco@gmail.com

Estimate



ADDRESS
Tamaya CDD

ESTIMATE #	DATE
1248	09/06/2022

ACTIVITY	QTY	RATE	AMOUNT
C7 LED Lights Beach Blvd signage outlined	1	1,752.00	1,752.00
C7 LED Lights Tamaya Blvd sign outlined	1	876.00	876.00
Large Palm/Tree In center island at Tamaya entrance (trunk wrap)	1	371.60	371.60
C7 LED Lights Outline guard house	1	1,700.00	1,700.00
24" LED Wreath Hung community wreaths on all arches	40	20.00	800.00
Connections, Wire, Timers, Etc	1	500.00	500.00

All prices are line items options and can be removed.

SUBTOTAL	5,999.60
TAX	0.00
TOTAL	\$5,999.60

Accepted By

Accepted Date

EXHIBIT 9

Managers' Report

Date of report: 09-9-2022

Submitted by: Elizabeth Myers & Ron Zastrocky

GENERAL ITEMS:

- Increase Amenity Security coverage after hours for Amenity Center, pool area, gym, tennis courts and basketball court
- Interviewing for FA position and housekeeping

SEPTEMBER EVENTS:

- | | |
|---------------------------------|-----------|
| • Food Truck/Music | 9/1/2022 |
| • National Food Bank Day | 9/2/2022 |
| • Labor Day Weekend Celebration | 9/3/2022 |
| • Food Truck/Karaoke | 9/15/2022 |
| • National Rice Krispie Day | 9/18/2022 |
| • Paint and Sip with Shannon | 9/24/2022 |
| • Coffee Social | 9/27/2022 |

AUGUST EVENT HIGHLIGHTS:

Back to School Bash on 8/20/2022 @ Tamaya Hall and Event Lawn



Attendance – 60+ people

SEPTEMBER EVENT HIGHLIGHTS:

Labor Day Celebration Event on 9/3/22 @ Event Lawn and Tamaya Hall



ICI Homes sponsored event
Attendance – 100+ people combined events

PROGRAMS:

- Emma Bolyard-Water Aerobics Monday and Saturday
- Yoga with Anastasiya - Fridays

SOCIAL CLUBS:

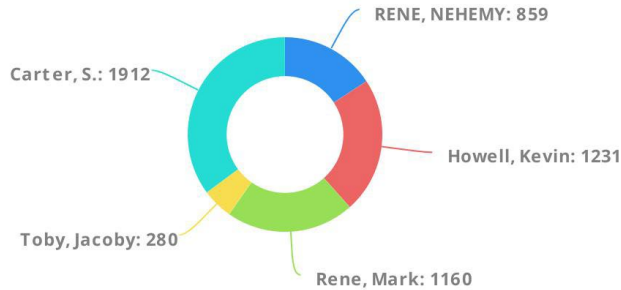
- Current clubs: Lunch bunch, Bunco, BYOB social hour, Meet your Neighbor, Bible Study

NEWSLETTER:

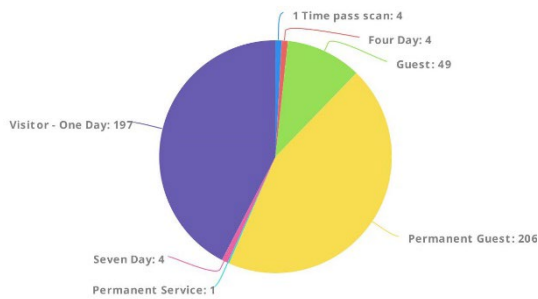
- September newsletter went out with a 68% open rate.

TEK Control Front Gate access

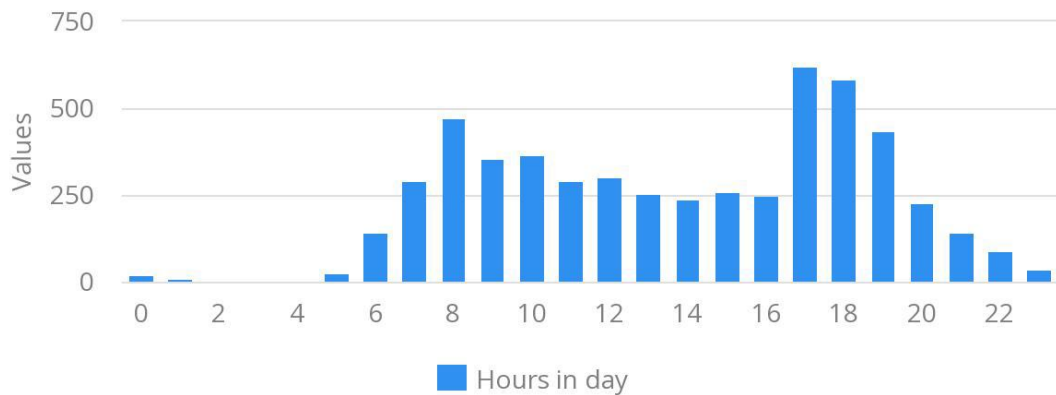
Visitor passes by Officer



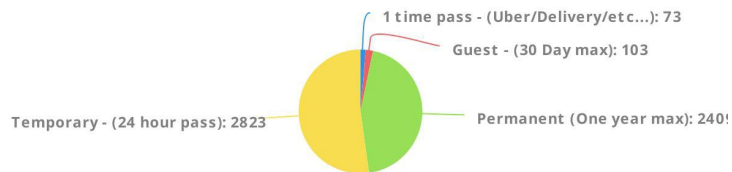
Visitor passes by passes type



Visitor arrival by time – 4811 guests in 30 day period



Visitor arrival by type



Doorking – 1686 Total residents in 24 hour period 9/7 through 9/7

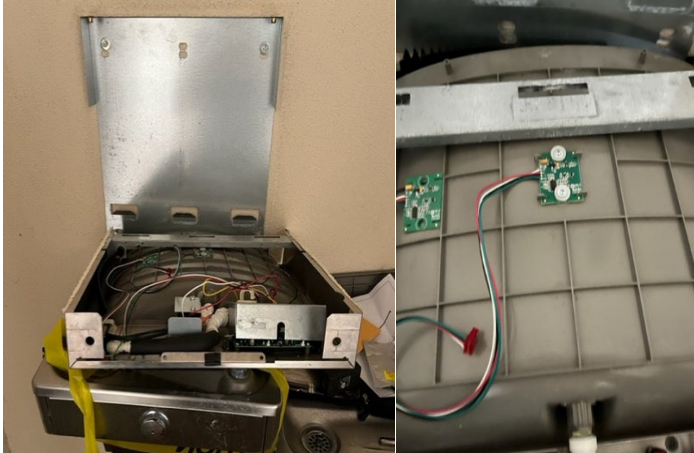
Field Operations Report

Landscape update

- New irrigation timer installed for 22 zones that were on battery operators on Tamaya Blvd south of fire department. This will save water usage.
- New sod will be put in at pool area at both sides of slide

Common areas

- Motion sensor for bottle filler for the drinking fountain at pool area replaced



Fitness room

- Exercise bike clutch failed – ordered new clutch
- New pad ordered for leg press machine