



***BEACH  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Monday  
November 7, 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

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## 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, November 7, 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](mailto: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, November 7, 2022

Time: 6:00 PM

Location: 12788 Meritage Blvd.,  
Jacksonville, FL 32246

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

Meeting ID: 7055714830#

*Revised Agenda*

**I. Roll Call**

**II. Pledge of Allegiance**

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

**IV. Consent Agenda**

A. Consideration for Approval – The Minutes of the Board of Supervisors Special Meeting Held September 19, 2022 [Exhibit 1](#)

B. Consideration for Acceptance – The July 2022 Unaudited Financial Statements [Exhibit 2](#)

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

**V. Business Items**

A. Consideration of Wayne Fire Sprinkler Maintenance Proposal [Exhibit 4](#)

1. Monitoring Services

2. Inspection Services

B. Consideration & Adoption of **Resolution 2023-01**, Towing Policy [Exhibit 5](#)

C. Consideration of Arbitrage Rebate Services Firm Proposal Options [Exhibit 6](#)

1. **LLS Tax Solutions - \$550.00/ Annually**

2. GNP Services, CPA, PA

a. 11/04/13 – 11/04/18 - \$3,500.00

b. 11/04/18 – 11/04/23 - \$2,500.00

D. Discussion of Security/ Roving Security

E. Monthly Task Force Update

**VI. Vacant Seat #2**

A. Discussion of Candidate Resumes

1. Chance Wedderburn [Exhibit 7](#)

2. Ivana Gavric [Exhibit 8](#)

3. Michael Horrigan [Exhibit 9](#)

**VII. Task Force Report**

A. Landscape & Irrigation Maintenance RFP – *previously presented*

[Exhibit 10](#)

**VIII. Staff Reports**

A. **Lifestyle & Field Management Report**

[Exhibit 11](#)

B. District Counsel

C. District Manager

1. Meeting Matrix

[Exhibit 12](#)

D. District Engineer

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

**X. Supervisors' Requests**

A. Discussion of Guest & Trainer Policies – Supervisor Renn

[Exhibit 13](#)

**XI. Action Items Summary**

**XII. Next Month's Agenda Items**

**XIII. Next Meeting Quorum Check: December 19<sup>th</sup>, 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 |

**XIV. Adjournment**

# EXHIBIT 1

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, September 19, 2022 at 6:07 p.m., at 12788 Meritage Blvd., Jacksonville, Florida  
6 32246, 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 | Robert Renn       | Board Supervisor, Assistant Secretary |

13 Also present were:

|    |                                |  |
|----|--------------------------------|--|
| 14 | Howard McGaffney               | District Manager, DPFG Management and Consulting           |
| 15 | David McInnes                  | Assistant District Manager, DPFG Management and Consulting |
| 16 | Wes Haber <i>(via phone)</i>   | District Counsel, Kutak Rock LLP                           |
| 17 | Ross Ruben                     | Vesta Property Services                                    |
| 18 | Dana Harden                    | Vesta Property Services                                    |
| 19 | Elizabeth Myers                | Vesta Property Services                                    |
| 20 | Ron Zastrocky                  | Vesta Property Services                                    |
| 21 | Jake Card                      | Advanced Security Specialist & Consulting                  |
| 22 | Susan Shemanski                | Finance Task Force   |
| 23 | John Monaghan                  | Finance Task Force   |
| 24 | Daniel Kadosh                  | Finance Task Force   |
| 25 | Joseph Bolton                  | Finance Task Force   |
| 26 | Cindy Rosborough               | Resident   |
| 27 | Don Rosborough                 | Resident   |
| 28 | Dave Putman <i>(via phone)</i> | Resident   |

29 *The following is a summary of the discussions and actions taken at the September 19, 2022 Beach CDD*  
30 *Board of Supervisors Regular Meeting.*

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

32 The Pledge of Allegiance was recited.

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

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

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

43 **FOURTH ORDER OF BUSINESS – Management – Discussion of Amenity Rules &**  
44 **Policies/Enforcements**

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

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

56 **FIFTH ORDER OF BUSINESS – Task Force Report**

57 A. Exhibit 1: Landscape & Irrigation Maintenance RFP

58 B. Security Recommendations

59 **SIXTH ORDER OF BUSINESS – Consent Agenda**

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

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

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

65 **SEVENTH ORDER OF BUSINESS – Business Items**

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

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

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

72 B. Discussion of Towing within Community

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

81 C. Exhibit 9: Discussion of Amenity Policy Revisions

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

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

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

97 **EIGHTH ORDER OF BUSINESS – Staff Reports**

98 A. Exhibit 10: Lifestyle & Field Management Report

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

100 1. Landscape

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

102 2. Security

103 Mr. Card requested a new monitor for the guard house. Mr. Calderaro stated that he  
104 would donate a new monitor. Mr. Card additionally requested a chair for the guard house.  
105 Mr. McGaffney requested that Mr. Zastrocky purchase the chair, if within his purchasing  
106 authority. Mr. Card mentioned that the arm for the gate was continuously knocked down  
107 by vehicles. Mr. McInnes stated that the District could invoice the offending company for  
108 damages.

109 B. District Counsel

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

111 C. District Manager

112 1. Qualified Electors

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

- 116 • Seat 2 – No Qualifiers
- 117 • Seat 4 – Sheila Papelbon
- 118 • Seat 5 – Matthew Calderaro

119 D. District Engineer

120 The District Engineer was not present.



121 **NINTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda** *(limited to 3*  
122 *minutes per individual)*

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

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

130 **TENTH ORDER OF BUSINESS – Closed Security Session – In accordance with Sections 119.071(3)(a) and**  
131 **281.301, Florida Statutes, a portion of the Regular Meeting may be closed to the public, as it relates to the District’s security**  
132 **system plan. The close session is scheduled to begin at 7:30 p.m. but pay begin at any time during the Regular Meeting, and**  
133 **is expected to last approximately sixty (60) minutes, but may end earlier than expected or may extend longer. When the**  
134 **security system pan agenda item is discussed the public will be asked to leave. The Public will be notified that they may**  
135 **return upon completion of the discussion regarding the security system plan.**

136 Mr. Calderaro requested “No Swimming” signs to be installed at the bigger lakes, as well as signs

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

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

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

- 147 1. Mr. Card will send monthly reports regarding residents and non-residents entering the community.
- 148 2. The outdoor library will be set up with Task Force guidance with the Amenity Manager, at no cost  
149 to the District.
- 150 3. Ms. Harden and amenity staff will make coffee available at the Amenity Center every Tuesday at  
151 7:00 a.m.
- 152 4. The District Manager will speak with Vesta regarding the safety checklist, lifeguard duties, and  
153 observations made on the lifeguards by the Task Force.
- 154 5. The District Engineer Work Authorization will be signed.
- 155 6. The District Manager and District Counsel will send out emails regarding the audit notice.
- 156 7. The District Manager will check with the financial analyst on Debt Service Assessment Revenue.
- 157 8. The District Manager will add November 7 to the 2023 Meeting Calendar.
- 158 9. The District Manager, District Counsel, and staff will put together a recommendation for a towing  
159 policy and an overnight parking policy for the Amenity Center.
- 160 10. Mr. Zastrocky will purchase a high-back chair for the Guard House.
- 161 11. Mr. Calderaro will donate a large screen monitor for the Guard House.
- 162 12. Mr. Zastrocky will obtain a proposal to fix the stucco on the overhang at the Guard House.

- 163 13. Proposals will be obtained for “No Swimming” and “Do not Climb” signs.
- 164 14. Ms. Myers will send the information to the instructors regarding insurance requirements and copy
- 165 the District Manager.
- 166 15. Supervisors will send their recommendations regarding tennis policies to the District Manager.

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

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

170 **FOURTEENTH ORDER OF BUSINESS – Next Meeting Quorum Check: October 17th, 6:00 PM**

171 All Board members, with the exception of Ms. Papelbon and Mr. Hagan, confirmed that they would  
172 be present for the meeting, which would establish a quorum.

173 **FIFTEENTH ORDER OF BUSINESS – Adjournment**

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

176 On a MOTION by Mr. Kounoupas, SECONDED by Mr. Calderaro, WITH ALL IN FAVOR, the Board  
177 adjourned the meeting at 9:53 p.m. for the Beach Community Development District.

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

181 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
182 **meeting held on November 7, 2022.**

183

184

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

185 **Title:**     **Secretary**     **Assistant Secretary**

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

# EXHIBIT 2

# **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<br>Series 2013A | Debt Service<br>Series 2015A | Construction<br>2013A, 2015A | Total               |
|--|-------------------|------------------------------|------------------------------|------------------------------|---------------------|
| <b>1 ASSETS</b>                                |                   |                              |                              |                              |                     |
| 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                 |
| <b>18 TOTAL ASSETS</b>                         | <b>\$ 594,025</b> | <b>\$ 489,635</b>            | <b>\$ 233,938</b>            | <b>\$ 187</b>                | <b>\$ 1,317,786</b> |
| <b>19 LIABILITIES</b>                          |                   |                              |                              |                              |                     |
| 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                 |
| <b>25 TOTAL LIABILITIES</b>                    | <b>184,246</b>    | <b>-</b>                     | <b>134,655</b>               | <b>-</b>                     | <b>318,901</b>      |
| <b>26 FUND BALANCE</b>                         |                   |                              |                              |                              |                     |
| 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             |
| <b>34 TOTAL FUND BALANCE</b>                   | <b>409,779</b>    | <b>489,635</b>               | <b>99,284</b>                | <b>187</b>                   | <b>998,885</b>      |
| <b>35 TOTAL LIABILITIES &amp; FUND BALANCE</b> | <b>\$ 594,025</b> | <b>\$ 489,635</b>            | <b>\$ 233,938</b>            | <b>\$ 187</b>                | <b>\$ 1,317,786</b> |

**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<br>Adopted<br>Budget | FY 2022<br>Budgeted<br>Year-to-Date | FY 2022<br>Actual<br>Year-to-Date | VARIANCE<br>+ / (-)<br>to Budget | % Actual<br>YTD /<br>FY Budget |
|---|------------------------------|-------------------------------------|-----------------------------------|----------------------------------|--------------------------------|
| <b>1 REVENUE</b>                                      |                              |                                     |                                   |                                  |                                |
| 2 Special Assessments - On Roll                       | \$ 1,108,414                 | \$ 923,678                          | \$ 1,111,627                      | \$ 3,214                         | 100%                           |
| 3 Special Assessments - Off Roll                      | 445,990                      | 371,659                             | 334,493                           | (111,498)                        | 75%                            |
| 4 Other Income & Other Financing Sources              | -                            | -                                   | 38,795                            | 38,795                           |                                |
| 5 Carryforward  | -                            | -                                   | -                                 | -                                |                                |
| 6 Interest Income                                     | -                            | -                                   | 50                                | 50                               |                                |
| <b>7 TOTAL REVENUE</b>                                | <b>\$ 1,554,404</b>          | <b>\$ 1,295,337</b>                 | <b>\$ 1,484,965</b>               | <b>\$ (69,439)</b>               | <b>96%</b>                     |
| <b>8 EXPENDITURES</b>                                 |                              |                                     |                                   |                                  |                                |
| <b>9 General &amp; Administrative Expenses</b>        |                              |                                     |                                   |                                  |                                |
| 10 Supervisor Fees                                    | \$ 4,800                     | \$ 4,000                            | \$ 7,800                          | \$ 3,000                         | 163%                           |
| 11 Public Official Insurance                          | 2,800                        | 2,333                               | 2,632                             | (168)                            | 94%                            |
| 12 General Liability Insurance                        | 3,600                        | 3,000                               | 3,381                             | (219)                            | 94%                            |
| 13 Trustee Fees                                       | 8,000                        | 6,667                               | 14,375                            | 6,375                            | 180%                           |
| 14 District Management                                | 38,500                       | 32,083                              | 32,958                            | (5,542)                          | 86%                            |
| 15 Engineering  | 2,500                        | 2,083                               | 1,416                             | (1,084)                          | 57%                            |
| 16 Dissemination Agent                                | 4,000                        | 3,333                               | 2,625                             | (1,375)                          | 66%                            |
| 17 District Counsel                                   | 5,000                        | 4,167                               | 10,440                            | 5,440                            | 209%                           |
| 18 Assessment Administration                          | 9,000                        | 7,500                               | 10,375                            | 1,375                            | 115%                           |
| 19 Reamortization Schedule                            | 500                          | 417                                 | -                                 | (500)                            | 0%                             |
| 20 Audit  | 6,000                        | 5,000                               | 7,296                             | 1,296                            | 122%                           |
| 21 Legal Advertising                                  | 1,750                        | 1,458                               | 1,606                             | (144)                            | 92%                            |
| 22 Miscellaneous                                      | 1,000                        | 833                                 | 3,200                             | 2,200                            | 320%                           |
| 23 Website  | 2,400                        | 2,000                               | 3,296                             | 896                              | 137%                           |
| 24 Dues, Licenses & Fees                              | 175                          | 146                                 | 175                               | -                                | 100%                           |
| <b>25 Total General &amp; Administrative Expenses</b> | <b>90,025</b>                | <b>75,021</b>                       | <b>101,575</b>                    | <b>11,550</b>                    | <b>113%</b>                    |
| <b>26 Field Expenses</b>                              |                              |                                     |                                   |                                  |                                |
| 27 Field Management                                   | 16,200                       | 13,500                              | 3,618                             | (12,582)                         | 22%                            |
| 28 Property Insurance                                 | 75,500                       | 62,917                              | 74,212                            | (1,288)                          | 98%                            |
| 29 Lake Maintenance                                   | 19,800                       | 16,500                              | 14,602                            | (5,198)                          | 74%                            |
| 30 Landscaping (Including materials)                  | 402,792                      | 335,660                             | 310,316                           | (92,476)                         | 77%                            |
| 31 Landscape Improvement                              | -                            | -                                   | -                                 | -                                |                                |
| 32 Irrigation (Repairs)                               | 10,000                       | 8,333                               | 2,991                             | (7,009)                          | 30%                            |
| 33 Electric - Street Lights/Irrigation-JEA            | 188,475                      | 157,063                             | 153,569                           | (34,906)                         | 81%                            |
| 34 Right of Way / Lake Mowing                         | 2,500                        | 2,083                               | -                                 | (2,500)                          | 0%                             |
| 35 Entry Water Feature                                | 7,500                        | 6,250                               | 3,185                             | (4,315)                          | 42%                            |
| 36 Carryforward replenish                             | 5,000                        | 4,167                               | -                                 | (5,000)                          | 0%                             |
| 37 Contingency - Hurricane Expenses/deductible        | 10,000                       | 8,333                               | -                                 | (10,000)                         | 0%                             |
| 38 General Maintenance                                | 8,000                        | 6,667                               | 1,114                             | (6,886)                          | 14%                            |
| <b>39 Total Field Expenses</b>                        | <b>745,767</b>               | <b>621,473</b>                      | <b>563,607</b>                    | <b>(182,160)</b>                 | <b>76%</b>                     |

40 **Amenity Expenses**

|    |   |                |                |                |                 |            |
|----|---|----------------|----------------|----------------|-----------------|------------|
| 41 | Amenity Admin/Operation/Lifeguards        | 170,000        | 141,667        | 195,021        | 25,021          | 115%       |
| 42 | Swimming Pool Maintenance & Chemicals     | 47,500         | 39,583         | 39,424         | (8,076)         | 83%        |
| 43 | Swimming Pool Inspection                  | 1,500          | 1,250          | 851            | (649)           | 57%        |
| 44 | Amenity General Maintenance               | 15,510         | 12,925         | 18,468         | 2,958           | 119%       |
| 45 | Holiday Decorations                       | 6,000          | 5,000          | -              | (6,000)         | 0%         |
| 46 | Amenity Cleaning                          | 15,000         | 12,500         | 8,484          | (6,516)         | 57%        |
| 47 | Amenity Electric/Water and Sewer          | 60,000         | 50,000         | 28,222         | (31,778)        | 47%        |
| 48 | Amenity Gates/Control Access              | 2,500          | 2,083          | 6,532          | 4,032           | 261%       |
| 49 | Amenity Website                           | 7,860          | 6,550          | 3,989          | (3,871)         | 51%        |
| 50 | Amenity Internet/Cable                    | 10,000         | 8,333          | 10,889         | 889             | 109%       |
| 51 | Amenity Dues & Licenses                   | 850            | 708            | -              | (850)           | 0%         |
| 52 | Amenity Security                          | 800            | 667            | -              | (800)           | 0%         |
| 53 | Fitness Equipment Lease                   | 10,000         | 8,333          | 8,643          | (1,357)         | 86%        |
| 54 | Lifestyles Programming                    | 25,000         | 20,833         | 15,433         | (9,567)         | 62%        |
| 55 | Amenity Gas                               | 600            | 500            | 415            | (185)           | 69%        |
| 56 | Tennis Court Maintenance - 4 Clay Courts  | 14,500         | 12,083         | 11,438         | (3,062)         | 79%        |
| 57 | Landscaping Maintenance of Amenity Center | 68,400         | 57,000         | 45,060         | (23,340)        | 66%        |
| 58 | Landscape Improvement                     | 2,500          | 2,083          | 2,902          | 402             | 116%       |
| 59 | Amenity Irrigation (Repairs)              | 1,500          | 1,250          | 166            | (1,334)         | 11%        |
| 60 | Pest Control                              | 1,200          | 1,000          | 1,032          | (168)           | 86%        |
| 61 | Amenity Fire System Monitoring            | 1,500          | 1,250          | 3,095          | 1,595           | 206%       |
| 62 | Alarm                                     | 500            | 417            | -              | (500)           | 0%         |
| 63 | Trash Collection                          | 2,292          | 1,910          | 1,279          | (1,013)         | 56%        |
| 64 | <b>Total Amenity Expenses</b>             | <b>465,512</b> | <b>387,927</b> | <b>401,344</b> | <b>(64,168)</b> | <b>86%</b> |

65 **Access Control /Gate House**

|    |   |                |                |                |                 |            |
|----|---|----------------|----------------|----------------|-----------------|------------|
| 66 | Guard Service                                   | 246,000        | 205,000        | 151,638        | (94,363)        | 62%        |
| 67 | Guard House Supplies                            | 800            | 667            | 214            | (586)           | 27%        |
| 68 | Guard House Utilities                           | 3,800          | 3,167          | 3,529          | (271)           | 93%        |
| 69 | Guard House Repair & Maintenance                | 1,000          | 833            | 273            | (727)           | 27%        |
| 70 | Guard House Janitorial                          | -              | -              | -              | -               | -          |
| 71 | Bar Code Expense                                | 1,500          | 1,250          | 3,641          | 2,141           | 243%       |
| 72 | <b>Total Access Control/Gate House Expenses</b> | <b>253,100</b> | <b>210,917</b> | <b>159,294</b> | <b>(93,806)</b> | <b>63%</b> |

|    |                           |                     |                     |                     |                  |            |
|----|---------------------------|---------------------|---------------------|---------------------|------------------|------------|
| 73 | <b>TOTAL EXPENDITURES</b> | <b>\$ 1,554,404</b> | <b>\$ 1,554,404</b> | <b>\$ 1,225,819</b> | <b>(328,585)</b> | <b>79%</b> |
|----|---------------------------|---------------------|---------------------|---------------------|------------------|------------|

|    |  |          |                  |                |                |  |
|----|--|----------|------------------|----------------|----------------|--|
| 74 | <b>Excess of Revenue Over (Under) Expenditures</b> | <b>-</b> | <b>(259,067)</b> | <b>259,145</b> | <b>259,145</b> |  |
|----|--|----------|------------------|----------------|----------------|--|

|    |                          |         |         |         |       |  |
|----|--------------------------|---------|---------|---------|-------|--|
| 75 | Fund Balance - Beginning | 143,374 | 143,374 | 150,634 | 7,260 |  |
|----|--------------------------|---------|---------|---------|-------|--|

|    |                              |                   |                     |                   |                   |  |
|----|------------------------------|-------------------|---------------------|-------------------|-------------------|--|
| 76 | <b>Fund Balance - Ending</b> | <b>\$ 143,374</b> | <b>\$ (115,693)</b> | <b>\$ 409,779</b> | <b>\$ 266,405</b> |  |
|----|------------------------------|-------------------|---------------------|-------------------|-------------------|--|

Committed

|                       |     |  |     |  |  |
|-----------------------|-----|--|-----|--|--|
| Nonspendable Deposits | 886 |  | 886 |  |  |
|-----------------------|-----|--|-----|--|--|

|                           |   |  |   |  |  |
|---------------------------|---|--|---|--|--|
| Reserves for Debt Service | - |  | - |  |  |
|---------------------------|---|--|---|--|--|

|                  |         |  |         |  |  |
|------------------|---------|--|---------|--|--|
| Capital Reserves | 109,319 |  | 109,319 |  |  |
|------------------|---------|--|---------|--|--|

Assigned

|                 |   |  |   |  |  |
|-----------------|---|--|---|--|--|
| Working Capital | - |  | - |  |  |
|-----------------|---|--|---|--|--|

|            |         |  |         |  |  |
|------------|---------|--|---------|--|--|
| Unassigned | 299,574 |  | 299,574 |  |  |
|------------|---------|--|---------|--|--|

|                           |                   |  |                   |  |  |
|---------------------------|-------------------|--|-------------------|--|--|
| <b>TOTAL FUND BALANCE</b> | <b>\$ 409,779</b> |  | <b>\$ 409,779</b> |  |  |
|---------------------------|-------------------|--|-------------------|--|--|

**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**

|   | <b>FY2022<br/>Adopted</b> | <b>FY2022<br/>Actual YTD</b> | <b>Variance<br/>Over (Under)</b> |
|---|---------------------------|------------------------------|----------------------------------|
| <b>1 REVENUE</b>  |                           |                              |                                  |
| 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                              |
| <b>6 TOTAL REVENUE</b>                                    | <b>821,645</b>            | <b>1,033,249</b>             | <b>211,604</b>                   |
| <b>7 EXPENDITURES</b>                                     |                           |                              |                                  |
| 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                      |                                  |
| <b>14 TOTAL EXPENDITURES</b>                              | <b>827,340</b>            | <b>1,234,359</b>             | <b>(407,019)</b>                 |
| <b>15 Excess of Revenue Over (Under)<br/>Expenditures</b> | <b>(5,695)</b>            | <b>(201,110)</b>             | <b>(195,415)</b>                 |
| 16 Fund Balance - Beginning                               | 690,745                   | 690,745                      | -                                |
| <b>17 Fund Balance - Ending</b>                           | <b>\$ 685,050</b>         | <b>\$ 489,635</b>            | <b>\$ (195,415)</b>              |



**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<br/>Adopted</u> | <u>FY2022<br/>Actual YTD</u> | <u>Variance<br/>Over (Under)</u> |
|---|---------------------------|------------------------------|----------------------------------|
| <b>1 REVENUE</b>  |                           |                              |                                  |
| 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                                |
| <b>5 TOTAL REVENUE</b>                                    | <b>618,298</b>            | <b>736,913</b>               | <b>118,616</b>                   |
| <b>6 EXPENDITURES</b>                                     |                           |                              |                                  |
| 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                          |
| <b>12 TOTAL EXPENDITURES</b>                              | <b>624,345</b>            | <b>872,870</b>               | <b>(248,525)</b>                 |
| <b>13 Excess of Revenue Over (Under)<br/>Expenditures</b> | <b>(6,048)</b>            | <b>(135,957)</b>             | <b>(129,909)</b>                 |
| 14 Fund Balance - Beginning                               | 235,241                   | 235,241                      | -                                |
| <b>15 Fund Balance - Ending</b>                           | <b>\$ 229,193</b>         | <b>\$ 99,284</b>             | <b>\$ (129,909)</b>              |

**Beach CDD  
Check Register - FY2022**

| Date              | Num                | Name                                      | Memo   | Receipts        | Disbursements     | Balance           |
|-------------------|--------------------|---|--|-----------------|-------------------|-------------------|
| <b>04/30/2022</b> | <b>EOM Balance</b> |   |  |                 |                   | <b>795,185.00</b> |
| 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        |
| <b>05/31/2022</b> | <b>EOM Balance</b> |   |  | <b>4,417.47</b> | <b>103,003.05</b> | <b>696,599.42</b> |
| 06/06/2022        | 1046               | Bob's Backflow & Plumbing 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                       | 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        |
| <b>06/30/2022</b> | <b>EOM Balance</b> |   |   | <b>3,117.36</b> | <b>115,547.57</b> |
| 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        |
| <b>07/31/2022</b> | <b>EOM Balance</b> |                          |                | <b>9,184.48</b> | <b>136,826.92</b> | <b>456,526.77</b> |

# EXHIBIT 3

# **Beach**

## **Community Development District**

Financial Statements  
(Unaudited)

For the Period Ending  
September 30, 2022

**Beach Community Development District**  
**Balance Sheet**  
**As of September 30, 2022**

|  | General Fund      | Debt Service<br>Series 2013A | Debt Service<br>Series 2015A | Construction<br>2013A, 2015A | Total               |
|--|-------------------|------------------------------|------------------------------|------------------------------|---------------------|
| <b>1 ASSETS</b>                                |                   |                              |                              |                              |                     |
| 2 Operating Account BU                         | \$ 295,630        | \$ -                         | \$ -                         | \$ -                         | \$ 295,630          |
| 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                         | -                 | -                            | -                            | -                            | -                   |
| 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                 |
| <b>18 TOTAL ASSETS</b>                         | <b>\$ 321,631</b> | <b>\$ 496,223</b>            | <b>\$ 231,472</b>            | <b>\$ 187</b>                | <b>\$ 1,049,513</b> |
| <b>19 LIABILITIES</b>                          |                   |                              |                              |                              |                     |
| 20 Accounts Payable                            | \$ 5,313          | \$ -                         | \$ -                         | \$ -                         | \$ 5,313            |
| 21 Deferred Revenue On-Roll                    | -                 | -                            | -                            | -                            | -                   |
| 22 Deferred Revenue Off-Roll                   | -                 | -                            | 134,655                      | -                            | 134,655             |
| 23 Due To Other Funds                          | -                 | -                            | -                            | -                            | -                   |
| 24 Outstanding Checks                          | 220               | -                            | -                            | -                            | 220                 |
| <b>25 TOTAL LIABILITIES</b>                    | <b>5,533</b>      | <b>-</b>                     | <b>134,655</b>               | <b>-</b>                     | <b>140,187</b>      |
| <b>26 FUND BALANCE</b>                         |                   |                              |                              |                              |                     |
| 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                                  | 205,893           | 496,223                      | 96,818                       | 187                          | 799,121             |
| <b>34 TOTAL FUND BALANCE</b>                   | <b>316,099</b>    | <b>496,223</b>               | <b>96,818</b>                | <b>187</b>                   | <b>909,326</b>      |
| <b>35 TOTAL LIABILITIES &amp; FUND BALANCE</b> | <b>\$ 321,631</b> | <b>\$ 496,223</b>            | <b>\$ 231,472</b>            | <b>\$ 187</b>                | <b>\$ 1,049,513</b> |

**Beach Community Development District**  
**General Fund**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the Period From October 1, 2021 through September 30, 2022**

|   | <b>FY 2022<br/>Adopted<br/>Budget</b> | <b>FY 2022<br/>Adopted<br/>Year-to-Date</b> | <b>FY 2022<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> | <b>% Actual<br/>YTD /<br/>FY Budget</b> |
|---|---------------------------------------|---|--|--|---|
| <b>1 REVENUE</b>                                      |                                       |   |  |  |   |
| 2 Special Assessments - On Roll                       | \$ 1,108,414                          | \$ 1,108,414                                | \$ 1,111,627                               | \$ 3,214                                       | 100%                                    |
| 3 Special Assessments - Off Roll                      | 445,990                               | 445,990                                     | 445,990                                    | -  | 100%                                    |
| 4 Other Income & Other Financing Sources              | -                                     | -   | 43,182                                     | 43,182   |   |
| 5 Carryforward  | -                                     | -   | -  | -  |   |
| 6 Interest Income                                     | -                                     | -   | 50   | 50   |   |
| <b>7 TOTAL REVENUE</b>                                | <b>\$ 1,554,404</b>                   | <b>\$ 1,554,404</b>                         | <b>\$ 1,600,850</b>                        | <b>\$ 46,446</b>                               | <b>103%</b>                             |
| <b>8 EXPENDITURES</b>                                 |                                       |   |  |  |   |
| <b>9 General &amp; Administrative Expenses</b>        |                                       |   |  |  |   |
| 10 Supervisor Fees                                    | \$ 4,800                              | \$ 4,800                                    | \$ 8,400                                   | \$ 3,600                                       | 175%                                    |
| 11 Public Official Insurance                          | 2,800                                 | 2,800                                       | 2,632                                      | (168)  | 94%                                     |
| 12 General Liability Insurance                        | 3,600                                 | 3,600                                       | 3,381                                      | (219)  | 94%                                     |
| 13 Trustee Fees                                       | 8,000                                 | 8,000                                       | 14,375                                     | 6,375  | 180%                                    |
| 14 District Management                                | 38,500                                | 38,500                                      | 39,958                                     | 1,458  | 104%                                    |
| 15 Engineering  | 2,500                                 | 2,500                                       | 1,416                                      | (1,084)  | 57%                                     |
| 16 Dissemination Agent                                | 4,000                                 | 4,000                                       | 3,042                                      | (958)  | 76%                                     |
| 17 District Counsel                                   | 5,000                                 | 5,000                                       | 10,440                                     | 5,440  | 209%                                    |
| 18 Assessment Administration                          | 9,000                                 | 9,000                                       | 11,292                                     | 2,292  | 125%                                    |
| 19 Reamortization Schedule                            | 500                                   | 500   | -  | (500)  | 0%                                      |
| 20 Audit  | 6,000                                 | 6,000                                       | 7,296                                      | 1,296  | 122%                                    |
| 21 Legal Advertising                                  | 1,750                                 | 1,750                                       | 3,575                                      | 1,825  | 204%                                    |
| 22 Miscellaneous                                      | 1,000                                 | 1,000                                       | 3,502                                      | 2,502  | 350%                                    |
| 23 Website  | 2,400                                 | 2,400                                       | 3,396                                      | 996  | 141%                                    |
| 24 Dues, Licenses & Fees                              | 175                                   | 175   | 175  | -  | 100%                                    |
| <b>25 Total General &amp; Administrative Expenses</b> | <b>90,025</b>                         | <b>90,025</b>                               | <b>112,879</b>                             | <b>22,854</b>                                  | <b>125%</b>                             |
| <b>26 Field Expenses</b>                              |                                       |   |  |  |   |
| 27 Field Management                                   | 16,200                                | 16,200                                      | 3,618                                      | (12,582)                                       | 22%                                     |
| 28 Property Insurance                                 | 75,500                                | 75,500                                      | 74,212                                     | (1,288)  | 98%                                     |
| 29 Lake Maintenance                                   | 19,800                                | 19,800                                      | 17,392                                     | (2,408)  | 88%                                     |
| 30 Landscaping (Including materials)                  | 402,792                               | 402,792                                     | 380,742                                    | (22,050)                                       | 95%                                     |
| 31 Landscape Improvement                              | -                                     | -   | -  | -  |   |
| 32 Irrigation (Repairs)                               | 10,000                                | 10,000                                      | 5,541                                      | (4,459)  | 55%                                     |
| 33 Electric - Street Lights/Irrigation-JEA            | 188,475                               | 188,475                                     | 201,461                                    | 12,986   | 107%                                    |
| 34 Right of Way / Lake Mowing                         | 2,500                                 | 2,500                                       | -  | (2,500)  | 0%                                      |
| 35 Entry Water Feature                                | 7,500                                 | 7,500                                       | 3,185                                      | (4,315)  | 42%                                     |
| 36 Carryforward replenish                             | 5,000                                 | 5,000                                       | -  | (5,000)  | 0%                                      |
| 37 Contingency - Hurricane Expenses/deductible        | 10,000                                | 10,000                                      | -  | (10,000)                                       | 0%                                      |
| 38 General Maintenance                                | 8,000                                 | 8,000                                       | 1,521                                      | (6,479)  | 19%                                     |
| <b>39 Total Field Expenses</b>                        | <b>745,767</b>                        | <b>745,767</b>                              | <b>687,673</b>                             | <b>(58,094)</b>                                | <b>92%</b>                              |



|    |  |                     |                     |                     |                     |            |
|----|--|---------------------|---------------------|---------------------|---------------------|------------|
| 40 | <b>Amenity Expenses</b>                            |                     |                     |                     |                     |            |
| 41 | Amenity Admin/Operation/Lifeguards                 | 170,000             | 170,000             | 216,750             | 46,750              | 128%       |
| 42 | Swimming Pool Maintenance & Chemicals              | 47,500              | 47,500              | 46,629              | (871)               | 98%        |
| 43 | Swimming Pool Inspection                           | 1,500               | 1,500               | 851                 | (649)               | 57%        |
| 44 | Amenity General Maintenance                        | 15,510              | 15,510              | 20,040              | 4,530               | 129%       |
| 45 | Holiday Decorations                                | 6,000               | 6,000               | -                   | (6,000)             | 0%         |
| 46 | Amenity Cleaning                                   | 15,000              | 15,000              | 8,472               | (6,528)             | 56%        |
| 47 | Amenity Electric/Water and Sewer                   | 60,000              | 60,000              | 31,767              | (28,233)            | 53%        |
| 48 | Amenity Gates/Control Access                       | 2,500               | 2,500               | 9,444               | 6,944               | 378%       |
| 49 | Amenity Website                                    | 7,860               | 7,860               | 5,117               | (2,743)             | 65%        |
| 50 | Amenity Internet/Cable                             | 10,000              | 10,000              | 12,874              | 2,874               | 129%       |
| 51 | Amenity Dues & Licenses                            | 850                 | 850                 | -                   | (850)               | 0%         |
| 52 | Amenity Security                                   | 800                 | 800                 | -                   | (800)               | 0%         |
| 53 | Fitness Equipment Lease                            | 10,000              | 10,000              | 8,643               | (1,357)             | 86%        |
| 54 | Lifestyles Programming                             | 25,000              | 25,000              | 28,238              | 3,238               | 113%       |
| 55 | Amenity Gas  | 600                 | 600                 | 472                 | (128)               | 79%        |
| 56 | Tennis Court Maintenance - 4 Clay Courts           | 14,500              | 14,500              | 11,438              | (3,062)             | 79%        |
| 57 | Landscaping Maintenance of Amenity Center          | 68,400              | 68,400              | 45,060              | (23,340)            | 66%        |
| 58 | Landscape Improvement                              | 2,500               | 2,500               | 2,902               | 402                 | 116%       |
| 59 | Amenity Irrigation (Repairs)                       | 1,500               | 1,500               | 166                 | (1,334)             | 11%        |
| 60 | Pest Control                                       | 1,200               | 1,200               | 1,242               | 42                  | 103%       |
| 61 | Amenity Fire System Monitoring                     | 1,500               | 1,500               | 3,095               | 1,595               | 206%       |
| 62 | Alarm  | 500                 | 500                 | -                   | (500)               | 0%         |
| 63 | Trash Collection                                   | 2,292               | 2,292               | 1,603               | (689)               | 70%        |
| 64 | <b>Total Amenity Expenses</b>                      | <b>465,512</b>      | <b>465,512</b>      | <b>454,805</b>      | <b>(10,707)</b>     | <b>98%</b> |
| 65 | <b>Access Control /Gate House</b>                  |                     |                     |                     |                     |            |
| 66 | Guard Service                                      | 246,000             | 246,000             | 177,018             | (68,983)            | 72%        |
| 67 | Guard House Supplies                               | 800                 | 800                 | 214                 | (586)               | 27%        |
| 68 | Guard House Utilities                              | 3,800               | 3,800               | 4,254               | 454                 | 112%       |
| 69 | Guard House Repair & Maintenance                   | 1,000               | 1,000               | 273                 | (727)               | 27%        |
| 70 | Guard House Janitorial                             | -                   | -                   | -                   | -                   |            |
| 71 | Bar Code Expense                                   | 1,500               | 1,500               | 4,409               | 2,909               | 294%       |
| 72 | <b>Total Access Control/Gate House Expenses</b>    | <b>253,100</b>      | <b>253,100</b>      | <b>186,167</b>      | <b>(66,933)</b>     | <b>74%</b> |
| 73 | <b>TOTAL EXPENDITURES</b>                          | <b>\$ 1,554,404</b> | <b>\$ 1,554,404</b> | <b>\$ 1,441,523</b> | <b>\$ (112,881)</b> | <b>93%</b> |
| 74 | <b>Excess of Revenue Over (Under) Expenditures</b> | <b>-</b>            | <b>-</b>            | <b>159,327</b>      | <b>159,327</b>      |            |
| 75 | Fund Balance - Beginning                           | 143,374             | 143,374             | 156,772             | 13,398              |            |
| 76 | <b>Fund Balance - Ending</b>                       | <b>\$ 143,374</b>   | <b>\$ 143,374</b>   | <b>\$ 316,099</b>   | <b>\$ 172,725</b>   |            |
|    | Committed  |                     |                     |                     |                     |            |
|    | Nonspendable Deposits                              | 886                 |                     | 886                 |                     |            |
|    | Reserves for Debt Service                          | -                   |                     | -                   |                     |            |
|    | Capital Reserves                                   | 109,319             |                     | 109,319             |                     |            |
|    | Assigned   |                     |                     |                     |                     |            |
|    | Working Capital                                    | -                   |                     | -                   |                     |            |
|    | Unassigned   | 205,893             |                     | 205,893             |                     |            |
|    | <b>TOTAL FUND BALANCE</b>                          | <b>\$ 316,099</b>   |                     | <b>\$ 316,099</b>   |                     |            |

**Beach Community Development District  
Debt Service 2013A**

**Statement of Revenue, Expenses and Changes in Fund Balance  
For the Period From October 1, 2021 through September 30, 2022**

|   | <b>FY2022<br/>Adopted</b> | <b>FY2022<br/>Actual YTD</b> | <b>Variance<br/>Over (Under)</b> |
|---|---------------------------|------------------------------|----------------------------------|
| <b>1 REVENUE</b>  |                           |                              |                                  |
| 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                            |
| <b>6 TOTAL REVENUE</b>                                    | <b>821,645</b>            | <b>1,049,683</b>             | <b>228,038</b>                   |
| <b>7 EXPENDITURES</b>                                     |                           |                              |                                  |
| 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                      |                                  |
| <b>14 TOTAL EXPENDITURES</b>                              | <b>827,340</b>            | <b>1,234,359</b>             | <b>(407,019)</b>                 |
| <b>15 Excess of Revenue Over (Under)<br/>Expenditures</b> | <b>(5,695)</b>            | <b>(184,677)</b>             | <b>(178,982)</b>                 |
| 16 Fund Balance - Beginning                               | 680,900                   | 680,900                      | -                                |
| <b>17 Fund Balance - Ending</b>                           | <b>\$ 675,205</b>         | <b>\$ 496,223</b>            | <b>\$ (178,982)</b>              |

**Beach Community Development District**  
**Debt Service 2015A**  
**Statement of Revenue, Expenses and Changes in Fund Balance**  
**For the Period From October 1, 2021 through September 30, 2022**

|   | <u>FY2022<br/>Adopted</u> | <u>FY2022<br/>Actual YTD</u> | <u>Variance<br/>Over (Under)</u> |
|---|---------------------------|------------------------------|----------------------------------|
| <b>1 REVENUE</b>  |                           |                              |                                  |
| 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                                |
| <b>5 TOTAL REVENUE</b>                                    | <b>618,298</b>            | <b>736,917</b>               | <b>118,619</b>                   |
| <b>6 EXPENDITURES</b>                                     |                           |                              |                                  |
| 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                          |
| <b>12 TOTAL EXPENDITURES</b>                              | <b>624,345</b>            | <b>872,870</b>               | <b>(248,525)</b>                 |
| <b>13 Excess of Revenue Over (Under)<br/>Expenditures</b> | <b>(6,048)</b>            | <b>(135,953)</b>             | <b>(129,906)</b>                 |
| 14 Fund Balance - Beginning                               | 232,771                   | 232,771                      | -                                |
| <b>15 Fund Balance - Ending</b>                           | <b>\$ 226,723</b>         | <b>\$ 96,818</b>             | <b>\$ (129,906)</b>              |

**Beach CDD  
Check Register - FY2022**

| Date              | Num                | Name                                      | Memo  | Receipts        | Disbursements     | Balance           |
|-------------------|--------------------|---|---|-----------------|-------------------|-------------------|
| <b>04/30/2022</b> | <b>EOM Balance</b> |   |   |                 |                   | <b>795,185.00</b> |
| 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        |
| <b>05/31/2022</b> | <b>EOM Balance</b> |   |   | <b>4,417.47</b> | <b>103,003.05</b> | <b>696,599.42</b> |
| 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        |
| <b>06/30/2022</b> | <b>EOM Balance</b> |   |   | <b>3,117.36</b> | <b>115,547.57</b> |
| 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        |
| <b>07/31/2022</b> | <b>EOM Balance</b> |   |   | <b>9,184.48</b>   | <b>136,826.92</b> | <b>456,526.77</b> |
| 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 Meritace 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 Meritace 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        |
| <b>08/31/2022</b> | <b>EOM Balance</b> |   |   | <b>113,439.92</b> | <b>169,296.41</b> | <b>399,985.31</b> |
| 09/07/2022        | 100022             | Advanced Security Specialist & Consulting |   |                   | 8,640.00          | 391,345.31        |
| 09/07/2022        | 100023             | Integrated Access Solutions               |   |                   | 120.00            | 391,225.31        |
| 09/07/2022        | 100024             | Southeastern Paper Group                  |   |                   | 415.59            | 390,809.72        |
| 09/07/2022        | 100025             | TEKWave Solutions LLC                     |   |                   | 295.00            | 390,514.72        |
| 09/07/2022        | 100026             | Andrew B. Ratliff                         |   |                   | 875.00            | 389,639.72        |
| 09/15/2022        | ACH091522          | TECO                                      | 12545 Beach Blvd - 7/21-8/18  |                   | 36.48             | 389,603.24        |
| 09/15/2022        | ACH91522           | Comcast                                   | 12788 Meritace Blvd MINI MDTA 8/28/22 to 9/27/22                      |                   | 535.58            | 389,067.66        |
| 09/16/2022        | 100027             | DPFG M&C                                  | Invoice: 402544 ()  |                   | 4,166.66          | 384,901.00        |
| 09/16/2022        | 100028             | Custom Pump & Controls, Inc.              | Invoice: 22-314-03 (Reference: QUARTERLY LIFT STATION INSF            |                   | 150.00            | 384,751.00        |
| 09/16/2022        | 100029             | Integrated Access Solutions               | Invoice: 0001703 (Reference: Service Call trace wiring from 1835 to l |                   | 1,614.41          | 383,136.59        |
| 09/16/2022        | 100030             | Sun State Nursery & Landscaping, Inc      | Invoice: 7678 (Reference: September Landscape Maintenance. )          |                   | 35,213.10         | 347,923.49        |
| 09/16/2022        | 100031             | The Lake Doctors, Inc.                    | Invoice: 26424B (Reference: Water Management Zone 1 & 2. )            |                   | 1,395.00          | 346,528.49        |
| 09/16/2022        | 100032             | Vesta Property Services                   | Invoice: 402436 (Reference: August Fees. ) Invoice: 402641 (Refere    |                   | 26,212.13         | 320,316.36        |
| 09/16/2022        | 100033             | VGlobal Tech                              | Invoice: 4212 (Reference: Monthly email hosting. )                    |                   | 50.00             | 320,266.36        |
| 09/16/2022        | 100034             | Daytona Beach News-Journal                | Invoice: 0004790028 (Reference: Advertising 7/1 - 7/31/22. )          |                   | 1,969.08          | 318,297.28        |
| 09/16/2022        | 100035             | Leisure Creations                         | Invoice: 00063698 (Reference: 10 Chaise Seat Slings. )                |                   | 493.44            | 317,803.84        |
| 09/17/2022        | ACH091722          | Comcast                                   | 12750 Meritace Blvd. GATEHOUSE 8/30-9/29                              |                   | 222.26            | 317,581.58        |
| 09/20/2022        | 92022ACH           | JEA                                       | service for the month of August                                       |                   | 24,179.19         | 293,402.39        |
| 09/21/2022        | ACH92122           | Florida Natural Gas                       | Fuel and Inside FGT Z3 7/20/22 - 8/18/22                              |                   | 20.78             | 293,381.61        |
| 09/22/2022        | ACH092222          | Comcast                                   | 12788 Meritace Blvd. OFC 4 9/3-10/2                                   |                   | 351.09            | 293,030.52        |
| 09/26/2022        | 1115               | Matthew Calderaro                         | BOS MTG 9/19/22   |                   | 200.00            | 292,830.52        |
| 09/26/2022        | 1116               | Robert Renn                               | BOS MTG 9/19/22   |                   | 200.00            | 292,630.52        |
| 09/26/2022        | 1117               | Stephen Kounoupas                         | BOS MTG 9/19/22   |                   | 200.00            | 292,430.52        |
| 09/27/2022        | ACH092722          | Comcast                                   | 13077 Beach Blvd. PEDESTRIAN GATE 9/10-10/09                          |                   | 194.35            | 292,236.17        |
| 09/28/2022        |                    |   | Deposit   | 3,395.00          |                   | 295,631.17        |
| 09/30/2022        |                    |   | Service Charge  |                   | 1.15              | 295,630.02        |
| <b>09/30/2022</b> | <b>EOY Balance</b> |   |   | <b>3,395.00</b>   | <b>107,750.29</b> | <b>295,630.02</b> |

# EXHIBIT 4



**QUOTATION 1078228**

Wayne Automatic Fire Sprinklers, Inc.  
 11326 Distribution Ave West  
 Jacksonville, FL32256

**LIFE SAFETY AGREEMENT – MONITORING SERVICES**

*"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security and Fire Systems"*

|             | CUSTOMER                             | BILL TO                                | JOB LOCATION           |           |                       |
|-------------|--------------------------------------|--|------------------------|-----------|-----------------------|
| COMPANY     | Beach Community Development District | Beach CDD                              | Tamaya                 | DATE      | October 10, 2022      |
| ADDRESS     | 250 International Pkwy, Ste 208      | 12051 Corporate Blvd                   | 12788 Meritage Blvd.   | EXPIRY DT | Nov 09, 2022          |
|             |                                      |  |                        | SALES REP | Kevin P Kreag         |
| CITY, STATE | Lake Mary,, FL32746                  | Orlando, FL 32817                      | Jacksonville, FL 32246 | CELL PH   | (904)654-7204         |
| CONTACT     | Howard "Mac" McGaffney               | Ron Zastrocky                          | Ron Zastrocky          | WORK PH   | (904)268-3030, x1120  |
| PHONE       | (321) 263 0132                       | 9043551831                             | 9043551831             | FAX       |                       |
| EMAIL       |                                      | rzastrocky@vestapropertiesservices.com |                        | EMAIL     | kpkreag@waynefire.com |

**OPTION 1: TRADITIONAL (PHONE LINE) MONITORING**

| Description  | Amount | Comment |
|--|--------|---------|
| Fire Alarm (Yearly Rate)                                   |        | N/I     |
| Certificated Account Placard (Yearly Rate)                 |        | N/I     |
| <b>Alarm Runner Service (Required)</b>                     |        | Y/N     |
| <b>Exclusive Alarm Services and Repair Work (Required)</b> |        | Y/N     |
| Elevator Monitoring (Yearly Rate)                          |        | N/I     |
| Security/Burglar System Monitoring (Yearly Rate)           |        | N/I     |
| <b>Central Station Services</b>                            |        |         |
| Opening/Closing Reports (Yearly Rate)                      |        | N/I     |
| Paper/Email Activity Reports (Yearly Rate)                 |        | N/I     |
| Subscriber Access to Online Account (Yearly Rate)          |        | N/I     |
| Other Services (Yearly Rate):                              |        | N/I     |

**Option 1 Annual Monitoring Total (Excludes Applicable Taxes): \$0.00** Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**OPTION 2: WAYNE-NET (WIRELESS/LOW POWER RADIO) MONITORING**

| Description  | Amount   | Comment   |
|--|----------|---|
| First Year Alarm Monitoring Service Charges (Includes Installation/Monitoring) | \$750.00 | Radio Wave wireless monitoring                        |
| Subsequent Year(s) Alarm Monitoring Service Charge Total (Includes Monitoring) |          | N/I Year 2 = \$750, Year 3 = \$750                    |
| Certificated Account Placard (Yearly Rate)                                     |          | N/I   |
| <b>Alarm Runner Service (Required)</b>   |          | Y/N \$98/hr Reg, \$147/hr OT, 2 Hr Min, & Trip Charge |
| <b>Exclusive Alarm Services and Repair Work (Required)</b>                     |          | Y/N   |
| Elevator Monitoring - Cellular (Yearly Rate)                                   |          | N/I   |
| Security/Burglar System Monitoring (Yearly Rate)                               |          | N/I   |
| <b>Central Station Services</b>  |          |   |
| Opening/Closing Reports (Yearly Rate)  |          | N/I   |
| Paper/Email Activity Reports (Yearly Rate)                                     |          | N/I   |
| Subscriber Access to Online Account (Yearly Rate)                              |          | N/I   |
| Other Services (Yearly Rate):  |          | N/I   |

**Option 2 Annual Monitoring Total (Excludes Applicable Taxes): \$750.00** 3 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

5 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_



**Monitoring Contact/Call List (Responsible Parties)**

| Name          | Phone |
|---------------|-------|
|               |       |
|               |       |
|               |       |
| Pass code(s): |       |

**FOR WAFS USE ONLY:**

**Billing Frequency:** \_\_\_\_\_

**Fire and/or Security Panel Type:** \_\_\_\_\_

\*N/I = Not Included

**NOTES:**

**AUTHORIZATION:** The person executing the Life Safety Agreement (“Agreement”) on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner’s Designee and to bind Owner or Owner’s Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: monitoring services and/or leasing of WIRELESS equipment. The provisions of the Terms and Conditions apply to all services provided and equipment leased by Wayne Automatic Fire Sprinklers, Inc. (“WAFS”) under the Agreement except as indicated otherwise in the Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS’ LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY’S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. WAFS assumes existing system is in good working condition and has been maintained by the Customer/Subscriber per applicable codes and standards. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber’s insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber’s insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**NO WARRANTIES OR REPRESENTATIONS: CUSTOMER/SUBSCRIBER’S EXCLUSIVE REMEDY:** WAFS does not represent nor warrant that the MONITORING SYSTEM will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the MONITORING SYSTEM will in all cases provide the protection for which it is installed or intended.

**HOLD HARMLESS:** If any third party files any claim or legal action against Alarm Co., WAFS or any other person or entity authorized to act on Alarm Co.’s behalf, arising from the alarm or monitoring services or Customer/Subscriber’s alarm system, Customer/Subscriber agrees to defend, indemnify and hold Alarm Co. and WAFS completely harmless from any such actions, including all damages, expenses, costs, and attorneys’ fees they may incur. This defense and indemnification shall apply even if such actions arise from the negligence of Alarm Co. or WAFS’s, breach of this contract, strict liability, non-compliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

**INSTALLATION AND SCHEDULE OF INSTALLATION:** Installation of the WIRELESS/ LOW POWER RADIO SYSTEM does not constitute an improvement to real property. WIRELESS/ LOW POWER RADIO ALARM MONITORING SYSTEM to be installed pursuant to plans and specifications filed by WAFS, filed with and approved by Authority Having Jurisdiction [AHJ]. Customer/Subscriber authorizes WAFS to access the control panel to input or delete data and programming.

**ALTERATION OF PREMISES FOR INSTALLATION:** WAFS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in WAFS’s sole discretion for the installation and service of the MONITORING SYSTEM. WAFS shall not be responsible for the condition of the premises upon removal of the MONITORING SYSTEM.

**RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer/Subscriber agrees that WAFS is authorized and permitted to subcontract to related or independent third parties any services to be provided by WAFS in accordance with the Agreement and that Customer/Subscriber appoints WAFS to act as Customer/Subscriber’s agent with respect to such third parties, except that WAFS shall not obligate Customer/Subscriber to make any payments to such third parties.

**CUSTOMER/SUBSCRIBER’S DUTY TO SUPPLY ELECTRIC:** Customer/Subscriber agrees to furnish, at Customer/Subscriber’s expense, all 110 Volt AC power and electrical outlets and receptacles as deemed necessary by WAFS in its sole discretion, unless noted otherwise herein, and to notify WAFS of any change in such service.

**INSPECTION NOTIFICATION:** Prior to WAFS performing any tests, the Customer/Subscriber must notify all occupants and tenants. If applicable, when WAFS performs final fire inspection for the monitoring take over, if system devices or panels are deficient, WAFS will provide Customer/Subscriber with a written proposal for service and/or repairs.

**TESTING OF SYSTEM:** The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Customer/Subscriber, and it is their sole responsibility to test the operation of the equipment and to notify WAFS if any equipment is in need of repair. WAFS shall not be required to service the equipment unless it has received notice from Customer/Subscriber, and upon such notice, WAFS shall, during the term of this Agreement, schedule service for the equipment, to the best of its ability, within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

**WIRELESS/ LOW POWER RADIO MONITORING SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF WAFS (UNLESS NOTED OTHERWISE):** WAFS shall instruct Customer/Subscriber in the proper use of the ALARM MONITORING SYSTEM, install and service on the premises of the Customer/Subscriber, a monitoring system, described herein, including all necessary devices and equipment, with the exception of backup battery replacement, for the duration of this agreement, with the understanding that the entire system, including all apparatus, equipment, instruments, antenna, conduit and wire installed or connected with the

system is and shall always remain the sole personal property of WAFS and shall not be considered a fixture or a part of the realty, and Customer/Subscriber shall not permit the attachment thereto of any apparatus not furnished by WAFS. Customer/Subscriber acknowledges that WAFS has offered alternate monitoring equipment.

**CUSTOMER/SUBSCRIBER'S CARE OF LEASED EQUIPMENT: REPAIRS AND ADDITIONS:** Customer/Subscriber agrees not to tamper with, remove or otherwise interfere with the ALARM MONITORING system. The equipment shall remain in the same location as installed and Customer/Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by WAFS without additional charge. Equipment may be repaired or replaced with new or reconditioned parts at WAFS' discretion.

**CUSTOMER/SUBSCRIBER TO INSURE LEASED MONITORING SYSTEM EQUIPMENT:** Customer/Subscriber shall insure WAFS's MONITORING SYSTEM equipment against fire and casualty and Customer/Subscriber agrees to name WAFS in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Customer/Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the MONITORING SYSTEM. Notwithstanding the condition of Customer/Subscriber's premises, or WAFS's impossibility of performance occasioned by condition of Customer/Subscriber's premises, Customer/Subscriber shall remain liable for monthly payments for the term of this Agreement without offset or reduction.

**CENTRAL OFFICE MONITORING:** Upon receipt of a signal, WAFS or its designee communication center shall make every reasonable effort to notify Customer/Subscriber and the appropriate emergency authority. Customer/Subscriber acknowledges that signals transmitted from Customer/Subscriber's premises directly to emergency authorities are not monitored by personnel of WAFS. WAFS's designee communication center and WAFS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Customer/Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of WAFS and are not maintained by WAFS and, therefore, WAFS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Customer/Subscriber agrees to furnish WAFS with a written list of names and telephone numbers of those persons Customer/Subscriber wishes to receive notification of signals; these persons are designated as the Customer/Subscriber's Responsible Parties and the Responsible Parties shall be available 24 hours/day. Customer/Subscriber acknowledges that they can designate an account pass code or a pass code will be assigned to them. All changes and revisions shall be supplied to WAFS in writing. WAFS may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Customer/Subscriber's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Customer/Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive Owner of such property.

**EXCESSIVE SIGNALS:** In the event that the Customer/Subscriber's account sends excessive signals WAFS may, at its discretion, discontinue services as a result of the Customer/Subscriber's failure to make the necessary repairs. After 48 hours and no correction to the account sending excessive signals, Customer/Subscriber authorizes WAFS to dispatch a technician at the prevailing time and material rates, at the customer/subscriber's expense, to resolve or further identify the issue causing the excessive signals. In addition, Customer/Subscriber acknowledges that signal in excess of twenty-five signals per day are subject to a \$.05 communications charge per signal received. Excessive signal charges will be invoiced separately than the services contained in the Agreement.

**FALSE ALARMS:** WAFS shall have no liability for false alarms, false alarm fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of police or fire response by the police or fire department, this contract shall nevertheless remain in full force and Customer/Subscriber shall remain liable for all payments provided for herein.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon WAFS because of this Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual alarm monitoring charge shall be increased in accordance with WAFS's prevailing rates.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year for traditional (phone line) monitoring and three or five years as indicated on the first page of this Agreement for Wayne-Net (wireless) monitoring unless otherwise specified within this contract. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term. If the customer, for any reason, stops making or fails to make the monthly payments during the initial three or five year contract term, the unpaid balance of the contract shall be accelerated and become immediately due and owing as compensation for contractor's investment in equipment and not as a penalty.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. If the Wayne-Net system Agreement is cancelled by Customer/Subscriber prior to the expiration of the initial three or five-year contract term, or other contract length specified within this Agreement, the unpaid balance of the three or five-year contract price, or other contract length specified within this Agreement, is immediately due and payable in full. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**REMOVAL OF MONITORING SYSTEM:** Upon termination of this Agreement, WAFS shall be permitted to remotely delete programming and allowed access to Customer/Subscriber's premises to remove the leased equipment or system. If for any reason caused by Customer/Subscriber, or the owner of the premises if other than the Customer/Subscriber, said equipment or system is not recovered by WAFS within 24 hours of such termination, then WAFS shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Customer/Subscriber shall remain liable for all payments called for herein. WAFS shall notify the AHJ that fire alarm monitoring has been terminated.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

| ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS: |  | WAYNE AUTOMATIC FIRE SPRINKLERS, INC.: |  |
|--|--|--|--|
| Print Name:                                    |  | WAFS Rep: Kevin P Kreag                |  |
| Title:   |  | Title: Life Safety Specialist          |  |
| Date:  |  | Date: 2022-10-10                       |  |
| Signature:                                     |  |  |  |

**PLEASE FAX ALL PAGES TO OR EMAIL: [kpkreag@waynefire.com](mailto:kpkreag@waynefire.com)**

**Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.  
 Payment to be made as follows: NET 30. Visa and MasterCard accepted.  
 A surcharge of 3% will be applied to credit card purchases.**

| Corporate Office     | Tampa                | Fort Myers                | Deerfield Beach                | Jacksonville                | Concord                | Raleigh                |
|----------------------|----------------------|---------------------------|--------------------------------|-----------------------------|------------------------|------------------------|
| 222 Capitol Ct       | 3226 Cherry Palm Dr  | 4683 Laredo Ave           | 1500 S Powerline Rd Ste A      | 11326 Distribution Ave W    | 4370 Motorsports Dr SW | 5905 Triangle Dr       |
| Ocoee, FL 34761-3019 | Tampa, FL 33619-8337 | Fort Myers, FL 33905-4924 | Deerfield Beach, FL 33442-8185 | Jacksonville, FL 32256-2745 | Concord, NC 28027-8977 | Raleigh, NC 27617-4742 |

**Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M**



**QUOTATION 1078233**

Wayne Automatic Fire Sprinklers, Inc.  
 11326 Distribution Ave West  
 Jacksonville, FL32256

**LIFE SAFETY AGREEMENT – INSPECTION SERVICES**

*"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security and Fire Systems"*

| CUSTOMER    |                                      | BILL TO                                |                        | JOB LOCATION |                       |
|-------------|--------------------------------------|--|------------------------|--------------|-----------------------|
| COMPANY     | Beach Community Development District | Beach CDD                              | Tamaya                 | DATE         | October 10, 2022      |
| ADDRESS     | 250 International Pkwy, Ste 208      | 12051 Corporate Blvd                   | 12788 Meritage Blvd.   | EXPIRY DT    | Nov 09, 2022          |
|             |                                      |  |                        | SALES REP    | Kevin P Kreag         |
| CITY, STATE | Lake Mary,, FL32746                  | Orlando, FL 32817                      | Jacksonville, FL 32246 | CELL PH      | (904)654-7204         |
| CONTACT     | Howard "Mac" McGaffney               | Ron Zastrocky                          | Ron Zastrocky          | WORK PH      | (904)268-3030, x1120  |
| PHONE       | (321) 263 0132                       | 9043551831                             | 9043551831             | FAX          |                       |
| EMAIL       |                                      | rzastrocky@vestapropertiesservices.com |                        | EMAIL        | kpkreag@waynefire.com |

**FIRE SPRINKLER SYSTEM INSPECTION AND TESTING FREQUENCY**

| Description                                | Qty  | Price    | Amount   | Comment                         |
|--|------|----------|----------|---------------------------------|
| NFPA 25 Annual Sprinkler Inspection        | 1.00 | \$175.00 | \$175.00 | 2 Dry Risers: Due Sept 2020     |
| NFPA 25 Quarterly Sprinkler Inspection     | 1.00 | \$75.00  | \$75.00  | 2 Dry Risers: Due June 2020     |
| NFPA 25 Semi-Annual Sprinkler Inspection   | 1.00 | \$75.00  | \$75.00  | 2 Dry Risers: due December 2020 |
| NFPA 25 Quarterly Sprinkler Inspection     | 1.00 | \$75.00  | \$75.00  | 2 Dry Risers: Due March 2021    |
| NFPA 25 Monthly Fire Pump Inspection (Run) |      |          |          | N/I                             |
| NFPA 25 Annual Fire Pump Inspection (Test) |      |          |          | N/I                             |
| NFPA 25 Annual Fire Hydrant Test           |      |          |          | N/I                             |
| Annual Fire Backflow Certification         | 1.00 | \$50.00  | \$50.00  |                                 |
| Annual Domestic Backflow Certification     | 2.00 | \$50.00  | \$100.00 |                                 |
| Misc Annual Inspection                     |      |          |          | N/I                             |

**Annual Fire Sprinkler System Total: \$550.00**      **Accept: \_\_\_\_\_ Decline: \_\_\_\_\_**  
 (Please Initial to Accept or Decline)

**FIRE ALARM SYSTEM INSPECTION AND TESTING FREQUENCY**

| Description                                      | Qty  | Price    | Amount   | Comment             |
|--|------|----------|----------|---------------------|
| NFPA 72 Annual Alarm Inspection                  | 1.00 | \$125.00 | \$125.00 | 1 FACP w/ 7 devices |
| NFPA 72 Quarterly Alarm Inspection               |      |          |          | N/I                 |
| NFPA 72 Semi-Annual Alarm Inspection             |      |          |          | N/I                 |
| NFPA 72 Quarterly Alarm Inspection               |      |          |          | N/I                 |
| NFPA 72 Annual Duct Detector Test and Inspection |      |          |          | N/I                 |
| Misc Annual Inspection                           |      |          |          | N/I                 |

**Annual Fire Alarm System Total: \$125.00**      **Accept: \_\_\_\_\_ Decline: \_\_\_\_\_**  
 (Please Initial to Accept or Decline)

**MISCELLANEOUS**

| Description   | Qty  | Price  | Amount  | Comment       |
|---|------|--------|---------|---------------|
| Inspection Permitting Fees                                |      |        |         | N/I           |
| Third Party Reporting Fees                                |      |        |         | N/I           |
| Pre-Engineered Fire Suppression System                    |      |        |         | N/I           |
| Annual Extinguisher Certification Inspection (Tag) (Seal) | 8.00 | \$6.00 | \$48.00 | Due Sept 2020 |
| 6 yr Maintenance / 12 yr Hydrostatic Extinguisher Test    |      |        |         | N/I           |
| Exit/Emergency Light Test and Inspections                 |      |        |         | N/I           |

|   |      |         |         |
|---|------|---------|---------|
| Trip Charge   | 1.00 | \$35.00 | \$35.00 |
| See attached pricing for add'l Extinguisher Services. |      |         | N/I     |

**Miscellaneous Total:** \$83.00

**Accept:** \_\_\_\_\_ **Decline:** \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**NOTES**

□

**AUTHORIZATION:** The person executing the Life Safety Agreement ("Agreement") on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's Designee and to bind Owner or Owner's Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: fire sprinkler inspection, fire alarm inspection, and fire extinguisher inspection. The provisions of the General Terms and Conditions apply to all services provided and by Wayne Automatic Fire Sprinklers, Inc. ("WAFS") under the Agreement except as indicated otherwise in the General Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS' LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year unless noted otherwise. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**INSPECTION NOTIFICATION AND ACCESS:** Prior to WAFS performing any tests, the Customer/Subscriber must notify any alarm monitoring company, the local fire department, and all occupants and tenants. Customer/Subscriber understands and acknowledges it is responsible to maintain the fire protection system(s) in accordance with applicable NFPA Standards and any and all state or local rules, codes, statutes and other regulatory requirements, including, without limitation, the timing and performance of all inspections required by any such authorities. Customer/Subscriber acknowledges that in order to remain in compliance it is responsible to facilitate the scheduling of all inspections and access to all areas. It is further understood that WAFS will not enter or inspect any dwelling unit without a Customer/Subscriber representative present.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual inspection charge shall be increased in accordance with WAFS's prevailing rates as of the first inspection of the additional equipment/modification.

**SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement do not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments; daily, weekly or monthly inspection requirements and/or maintenance per NFPA 25 and/or 72; obstruction investigation or prevention; fire pump maintenance; testing of fire hoses; freeze plug inspection; or internal pipe inspection. WAFS may choose to offer such services at an additional charge and pursuant to a separate written agreement, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Any suggested improvements itemized on an inspection and/or testing report does not constitute an engineering review as such items are not part of the NFPA required inspection and test; such items will be noted as an inspection Observation. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. WAFS makes no guarantee or assurance that all defects or deficiencies in the systems have been identified and itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. WAFS is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

Customer/Subscriber is responsible for the applicable NFPA 25 and 72 line items requiring test and inspection in intervals greater than the annual testing frequency (this includes the test and inspection of items such as, but not limited to, smoke detector sensitivity, fire sprinkler heads, three- and five-year inspections, sound pressures, etc.) unless otherwise specified in the Agreement.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, backflow permitting, third party reporting fees, and any increases thereof, which may be imposed upon WAFS because of this Agreement unless otherwise stated within the Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

**WATER SUPPLY:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer/Subscriber. WAFS recommends that the water supply be tested and treated, where necessary, for any microbiological organisms that may influence corrosion, and will

provide such services upon execution of a separate written Agreement.

**WATER DISCHARGE:** WAFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer/Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability arising out of or relating to water discharge.

**LOCATION OF DEVICES:** Customer/Subscriber is responsible for locating and/or identifying all devices that are not visibly marked, such as duct detectors, damper controls, drum drips, low point drains, etc.

**DRY PIPE SYSTEM:** Customer/Subscriber is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system as residual water may freeze, cause damage to the pipes or other components, and cause significant water damage to the premises and property therein. During the inspection and testing of dry pipe systems, WAFS will utilize all accessible low point auxiliary drains and/or drum drips so that the residual water can be drained.

**DUCT DETECTORS:** If testing of Duct Detectors is included in this Agreement, the testing of the Duct Detectors will be limited to testing at floor level using approved smoke devices to test the entry of smoke into the sensing chamber of the Duct Detector head and through the use of remote testing key switches unless otherwise specified in the Agreement. Testing of the air flow across the sampling tube is not included in this Agreement.

**ATTICS:** To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

**NFPA 25 and 72:** Customer/Subscriber has reviewed and is familiar with the National Fire Protection Association Standards 25 & 72 (NFPA 25 & 72) and understands the requirements and consequences of failure to comply with the requirements therein. Customer/Subscriber shall comply with the requirements of NFPA 25 & 72. Customer/Subscriber is responsible for maintaining all fire protection equipment and all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**SCOPE OF FIRE EXTINGUISHER INSPECTION:** NFPA 10 is the standard for portable fire extinguishers and inspection services related to Customer/Subscriber's fire extinguishers shall be provided in accordance with NFPA 10. Customer/Subscriber is familiar with NFPA 10, its requirements and Customer/Subscriber's responsibility and duties pursuant to NFPA 10. Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement. The scope of this inspection is limited to the inspection, and maintenance (as defined by NFPA 10, Section 3.3.15) of the fire extinguishers in place at Customer/Subscriber's inspection location. Customer/Subscriber acknowledges that it is the Customer/Subscriber's responsibility to assure that inspection, maintenance and recharging of fire extinguishers occurs.

**FIRE EXTINGUISHER SERVICES/FREQUENCY:** The inspection and maintenance (as defined by NFPA 10, Section 3.3.15) provided pursuant to this Agreement shall be provided on an annual basis only pursuant to NFPA 10, Section 7.3.1.1.1. All other inspections and monitoring required to be performed monthly or more frequently than at one year intervals shall remain the sole responsibility of Customer/Subscriber unless this Agreement specifically provides for fire extinguisher inspections and services at intervals more frequently than on an annual basis.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event that it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

**CONTRACT TOTAL (EXCLUDES APPLICABLE TAXES)**

**Total annual cost if paid according to the above breakdown: \$758.00**

| ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS: | WAYNE AUTOMATIC FIRE SPRINKLERS, INC.: |
|--|--|
| Print Name:                                    | WAFS Rep: Kevin P Kreag                |
| Title:   | Title: Life Safety Specialist          |
| Date:  | Date: 2022-10-10                       |
| Signature:                                     |  |

**PLEASE FAX ALL PAGES TO OR EMAIL: [kpkreag@waynefire.com](mailto:kpkreag@waynefire.com)**

**Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one. Payment to be made as follows: NET 30. Visa, MasterCard, American Express, and Discover Card accepted. A surcharge of 3% will be applied to credit card purchases.**

| Corporate Office                       | Tampa                                       | Fort Myers                                   | Deerfield Beach   | Jacksonville  | Concord  | Raleigh                                    |
|--|---|--|---|---|--|--|
| 222 Capitol Ct<br>Ocoee, FL 34761-3019 | 3226 Cherry Palm Dr<br>Tampa, FL 33619-8337 | 4683 Laredo Ave<br>Fort Myers, FL 33905-4924 | 1500 S Powerline Rd Ste A<br>Deerfield Beach, FL 33442-8185 | 11326 Distribution Ave W<br>Jacksonville, FL 32256-2745 | 4370 Motorsports Dr SW<br>Concord, NC 28027-8977 | 5905 Triangle Dr<br>Raleigh, NC 27617-4742 |

**Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M**





## Fire Alarm Contact List

Property Name & Address

Do you wish to be notified via phone call or email for NON-EMERGENCY trouble signals? (Check one)

Email

Phone Call

Both Email/Phone

Primary Phone Number:

\*Primary phone number is the first number that is called. If no one is reached at that number Central Station will begin to contact down the below list in order. This cannot be email. If the account is set-up for email notifications, the primary phone number will only be used for phone call related signals.

Contact #1 - First to be contacted:

Name & Job Title:

Phone Number:

Secondary Phone Number **or** Email Address:

Contact #2 - Second to be contacted:

Name & Job Title:

Phone Number:

Secondary Phone Number **or** Email Address:

Contact #3 - Third to be contacted:

Name & Job Title:

Phone Number:

Secondary Phone Number **or** Email Address:

Do you wish to change your passcode? \_\_\_\_Yes \_\_\_\_No

New Passcode:

Person Authorizing Changes:

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# EXHIBIT 5

## RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO OVERNIGHT PARKING AND TRAFFIC ENFORCEMENT; ADOPTING THE PROPOSED RULE AS A TEMPORARY POLICY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the Board desires to set a public hearing to adopt the *Rules Relating to Overnight Parking and Traffic Enforcement* (“Policy”) attached hereto as **Exhibit A**; and

**WHEREAS**, the Board desires to adopt the Policy on a temporary basis to be in effect until it conducts its public hearing adopting the Policy.

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

Section 1. The Board intends to adopt the Policy, a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on Monday, December 19, 2022 at 6:00 p.m. at 12788 Meritage Blvd. Jacksonville, FL 32246.

Section 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 3. The Board hereby adopts the Policy on a temporary basis to be in effect until it conducts the public hearing set forth in Section One.

Section 4. This Resolution shall become effective immediately upon its adoption.

**THIS RESOLUTION 2023-01 IS PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF November, 2022.**

ATTEST:

**BEACH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A:** Rules Relating to Overnight Parking and Traffic Enforcement

## EXHIBIT A

### **BEACH COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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In accordance with Chapter 190, Florida Statutes, and on \_\_\_\_\_ at a duly noticed public meeting, the Board of Supervisors of the Beach Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

---

**SECTION 1. INTRODUCTION.** The District finds that parked Vehicles or Vessels (hereinafter defined) on certain of its property Overnight (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District with a means to remove Vehicles and Vessels from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto.

#### **SECTION 2. DEFINITIONS.**

- A. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- B. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- C. *Parked.* A Vehicle or Vessel left unattended by its owner or user.
- D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- E. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

**SECTION 3. DESIGNATED PARKING AREAS.** Those areas within the District’s boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” during Overnight hours for all Vehicles and Vessels, as set forth in Sections 4 and 5 herein (“**Tow Away Zone**”).

**SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.** The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

#### **SECTION 5. EXCEPTIONS.**

- A. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

**SECTION 6. TOWING/REMOVAL PROCEDURES.**

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District Manager and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- B. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Vehicles or Vessels for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**SECTION 7. PARKING AT YOUR OWN RISK.** Vehicles or Vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

**EXHIBIT A – *Tow Away Zone***

Effective date: \_\_\_\_\_

**EXHIBIT A  
TOW AWAY ZONE**

# EXHIBIT 6





LLS Tax Solutions Inc.  
2172 W. Nine Mile Rd.  
#352  
Pensacola, FL 32534  
Telephone: 850-754-0311  
Email: [liscott@llstax.com](mailto:liscott@llstax.com)

May 11, 2022

- Beach Community Development District in Jacksonville Florida

On behalf of LLS Tax Solutions Inc. I would like the opportunity to extend to you services from our innovative Arbitrage Rebate Services Firm.

We are delighted at this opportunity to present our scope of services. Our all-inclusive annual fee for an arbitrage calculation is \$550.00. This fee includes the more complicated refunding bond issues with transferred proceeds or commingled funds.

Our scope of services that relate to the fee of \$550.00 include:

- Assess whether the issue is subject to arbitrage rebate requirements (including an analysis to ascertain whether any “spending exceptions” or “small issuance exceptions” apply)
- Calculate the bond yield, as required under existing regulations (except where previously computed and provided to us)
- Calculate earnings from investment of bond proceeds (including a calculation of investment yield) to assess if any rebate to the federal government is required
- Analyze the data contained in source documents, helping to evaluate whether bond proceeds are included in the calculations
- Advise you of situations we become aware while completing the arbitrage calculation that bond counsel consultation is recommended.
- Work closely with bond counsel to resolve any questions that may arise
- Prepare a detailed report on arbitrage rebate that includes cumulative results since the issue date
- Prepare the necessary Form 8038T and reports to accompany any required payment to the U.S. Treasury

We serve you by being attentive to your needs, drawing on our resources to address your challenges, and employing our industry experience to seek the right solutions. Please let me know if you have any questions. You can contact me by telephone (850-754-0311) or email [liscott@llstax.com](mailto:liscott@llstax.com). I look forward to the opportunity to provide you excellent arbitrage services.

Kind Regards,

*Linda L. Scott*

Linda L. Scott, CPA

[Return to Agenda](#)

## GNP Services, CPA, PA

www.gnpcpas.com

5000 US Highway 17 S #18187  
Fleming Island, FL 32003

P.O. Box 1179  
Orange Park, FL 32067-1179

June 28, 2022

Ms. Sheila Papelbon, Director  
BnyMellon  
4655 Salisbury Road, Suite 300  
Jacksonville, Florida 32256

RE: Beach Community Development District (City of Jacksonville, Florida) Capital  
Improvement Revenue Bonds, Series 2013A & 2013B

Dear Ms. Papelbon:

This letter is to confirm and specify the terms of our prospective engagement to provide arbitrage rebate services for the Bond listed on the attached schedule (the "Bonds") and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are to be performed to confirm the following understanding.

We will perform mathematical computations to calculate the arbitrage rebate liability for the Bonds. We will also prepare any Internal Revenue Service forms that are required to be filed in connection with the arbitrage rebate liability for the Bonds.

The mathematical computations will be performed using information that you will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in the returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

[Return to Agenda](#)

The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

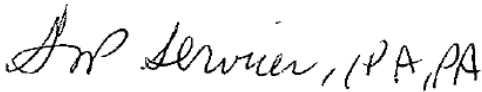
Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be as set forth on Schedule A. Payment is due on receipt. Invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days. After ninety days if the invoice remains unpaid, the account may be turned over to a collection agency. Any costs related to collection will be your responsibility.

Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

  
GNP Services, CPA, PA

**SCHEDULE A  
FEES FOR INSTALLMENT COMPUTATION PERIOD  
REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

Beach Community Development District (City of Jacksonville, Florida)  
Capital Improvement Revenue Bonds, Series 2013A & 2013B

| Installment Computation Period Fees (11/4/13 - 11/4/18) |                     |
|---|---------------------|
| Bond Year 1   | \$ 1,000            |
| Bond Years 2 - 5  | 2,500               |
| Total Installment Computation Period Fees               | <u>\$ 3,500</u> (*) |

(\*) The fee does not include providing any services to allocate commingled funds.

Proposal to perform installment date arbitrage rebate calculation is accepted  
as evidenced by the signature below:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

**Report Recipients:**

\_\_\_\_\_  
Printed Name Title Telephone Number Email

\_\_\_\_\_  
Printed Name Title Telephone Number Email

\_\_\_\_\_  
Printed Name Title Telephone Number Email

\_\_\_\_\_  
Printed Name Title Telephone Number Email

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June 28, 2022

Ms. Sheila Papelbon, Director  
BnyMellon  
4655 Salisbury Road, Suite 300  
Jacksonville, Florida 32256

RE: Beach Community Development District (City of Jacksonville, Florida) Capital  
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The mathematical computations will be performed using information that you will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in the returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

[Return to Agenda](#)

The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

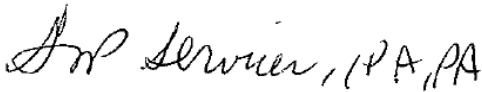
Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

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Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

  
GNP Services, CPA, PA

**SCHEDULE A  
FEES FOR INSTALLMENT COMPUTATION PERIOD  
REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

Beach Community Development District (City of Jacksonville, Florida)  
Capital Improvement Revenue Bonds, Series 2013A & 2013B

|   |                     |
|---|---------------------|
| Installment Computation Period Fees (11/4/18 - 11/4/23) |                     |
| Total Installment Computation Period Fees               | \$ <u>2,500</u> (*) |

(\*) The fee does not include providing any services to allocate commingled funds.

Proposal to perform installment date arbitrage rebate calculation is accepted  
as evidenced by the signature below:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

**Report Recipients:**

|              |       |                  |       |
|--------------|-------|------------------|-------|
| Printed Name | Title | Telephone Number | Email |
|--------------|-------|------------------|-------|

|              |       |                  |       |
|--------------|-------|------------------|-------|
| Printed Name | Title | Telephone Number | Email |
|--------------|-------|------------------|-------|

|              |       |                  |       |
|--------------|-------|------------------|-------|
| Printed Name | Title | Telephone Number | Email |
|--------------|-------|------------------|-------|

|              |       |                  |       |
|--------------|-------|------------------|-------|
| Printed Name | Title | Telephone Number | Email |
|--------------|-------|------------------|-------|

# EXHIBIT 7



# Chance Wedderburn, CPA

2801 Bastia Ct.  
Jacksonville, FL 32246

904-874-6349  
[chancewedderburn@gmail.com](mailto:chancewedderburn@gmail.com)

---

## SELECTED ACCOMPLISHMENTS

- Served as a participant in Deloitte's Audit Analytics Fellowship, which fostered a learning environment for participants to enhance their analytical capabilities. In addition, participants facilitated internal tests and quality control reviews of newly developed analytical tools issued to all firm members for use across all audit engagements.
- Led and managed the evaluation and testing of various client's conformity in its implementation of ASC 606 with focus in Software Services, Financial Services, and Transportation & Logistics industries.

---

## EXPERIENCE

**Accounting & Reporting Advisory Manager**  
**Deloitte & Touche, LLP**

*August 2022 – Present*  
*Jacksonville, FL*

- Be a trusted advisor to public and private clients to assist with accounting, financial reporting and internal control matters
- Provide technical accounting advice, prepare detailed calculations and manage projects such as:
  - Revenue Recognition and related costs (ASC 606 and ASC 340-40)
  - Leases
  - Current Expected Credit Losses (CECL)
  - Stock-based compensation
  - Derivatives and hedging
  - Business combinations
  - Foreign currencies
  - Equity
  - Earnings per share
  - Capitalization of internal use software and website development costs
- Assist clients with the accounting and reporting aspects of transactions including acquisitions, equity, and debt etc.
- Assist clients with all financial and reporting aspects of an IPO
- Assist clients in complying with SEC financial reporting requirements (10Ks, 10Qs and other filings)
- Assist with drafting private and public company financial statements
- Assist clients with internal controls related matter, including design, implementation, testing and remediation
- Assist clients in preparing for and completing audits, and liaising with the auditors
- Perform data analytics to assist in the above areas

**Technical Accounting Manager**  
**Black Knight Financial Services**

*July 2021 – August 2022*  
*Jacksonville, FL*

- General responsibility for supervising the accounting procedures of the company.
- Responsible for coordinating and supervising the development, analysis, and application of standards of an accounting unit.
- Develop accounting organizational strategies by contributing accounting and financial information, analysis, and recommendations to strategic thinking and direction; establishing functional objectives in line with organizational objectives.
- Establish accounting operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change.
- Act as a consultant to the business divisions on the expected contract recognition based on the proposed contract structure and terms.
- Coordinate the completion of revenue footnote disclosures within quarterly and annual financial statements.
- Maintain and administer an effective control environment over the financial reporting process.

**Audit Senior**  
**Deloitte & Touche, LLP**

*August 2018 – June 2021*  
*Jacksonville, FL*

- Responsible for staying apprised of updated accounting standards, as well as researching guidance for appropriate accounting treatment, evaluating the client's conformity to the standards and proposing correcting entries when necessary.
- Facilitate internal and external status meetings, keeping client and the engagement team informed of progress, expectations and completion of fieldwork to ensure client service plan is met.
- Obtained a thorough understanding of business processes to document transaction flows, identify relevant risks, control weaknesses, and/or deficiencies in accordance with applicable standards.
- Experience working on clients with revenue up to ~\$3B within the Transportation & Logistics, Hospitality, Financial Services, and Technology industries.
- Supervise and provide guidance to associates and interns on audit process and methodology.
- Supervise and develop staff, providing constructive performance feedback, on the job training and mentoring career development to further stimulate productivity.
- Facilitated local trainings for first year professionals beginning their career.

**Audit Senior**  
**Pivot CPAs (BDO Alliance Member)\***

*June 2016 – August 2018*  
*Ponte Vedra Beach, FL*

- Experience working on clients with revenue up to ~\$700M in distribution, manufacturing, hospitality, financial institutions, construction, and real estate.
- Experience working on defined benefit plans, defined contribution plans, health and welfare plans, and state single audits.

*\* Experience listed above is in addition to the items listed under "Deloitte" as the roles at both firms held similarities*

**Accounting Coordinator – Government Services**  
**Crowley Maritime Co.**

*December 2014 – June 2016*  
*Jacksonville, FL*

*Transportation & Logistics - ~\$3B in Revenue*

- Monthly reporting responsibilities, such as preparation of accounts payable uploads, accrual reporting, task order and account reconciliations, adjusting and closing journal entries, payroll formatting and processing, implementation of billing controls, and contract modifications.

---

## EDUCATION

**University of North Florida**  
*Coggin College of Business*  
*Master of Accountancy*

*Jacksonville, FL*  
*December 2018*

**University of North Florida**  
*Coggin College of Business*  
*Bachelor of Business Administration*  
*Accounting & Finance*

*Jacksonville, FL*  
*December 2016*

---

## ACCREDITATIONS

**Certified Public Accountant**  
*State of Florida*  
*License ID: AC#55840*

*Active*  
*August 2020*

---

## SKILLS

- Management and leadership experience.
- Strong public speaking and presentation skills.
- Advanced proficiency in Microsoft Office Suite.
- Working knowledge using Tableau, PowerBi, Lawson, Workday, Oracle, IDEA.

---

## LEADERSHIP & COMMUNITY INVOLVEMENT

**Mentor**  
**City Year**

*August 2018 – June 2021*  
*Jacksonville, FL*

- Accepted a new mentee year over year to help guide as they transition from the City Year work program to roles that meet their goals.

**Volunteer**  
**United Way of North East Florida**

*August 2018 – June 2021*  
*Jacksonville, FL*

- Led the United Way Fundraiser for Deloitte – Jacksonville; raising over \$50k in our 2020 campaign.

# EXHIBIT 8

# Ivana Gavric

P: 904-508-7473

E: ivana1453@gmail.com

A: 12764 Costas Way

Jacksonville, FL 32246



October 14th, 2022

## To the Beach CDD Board of Supervisors,

My name is Ivana Gavric and I have been a resident of the Tamaya community for over a year now. I have enjoyed residing in this community and all the amenities it has to offer.

I graduated from the University of North Florida with a bachelors in Business Management and minor in Leadership. When I was a student, I was active in extracurricular activities such as being a member of the Campus Programming Board, Student Government Association, and President of the ENC Club. When I worked for a non-profit, North Florida Land Trust, I attended board meetings and took minutes for my department.

If I were a member of the board, I can contribute my knowledge of the Tamaya community and my youthful perspective on certain topics. I have extensive knowledge in the sport of tennis and can add ideas on how to improve this amenity in our community.

Thank you for your time and consideration. I look forward to hearing from you soon.

Sincerely,



---

Ivana Gavric

# EXHIBIT 9

**From:** [Elizabeth A. Myers](#)  
**To:** [skounoupas53@gmail.com](mailto:skounoupas53@gmail.com)  
**Cc:** [Mac McGaffney](#); [David C. McInnes](#); [Dana A. Harden](#)  
**Subject:** RE: Horrigan 2952 Cassia Lane  
**Date:** Wednesday, October 26, 2022 5:11:46 PM  
**Attachments:** [image001.png](#)

---

Good afternoon,

UPDATE: Mr. Horrigan reached out to me this afternoon and express interest in the vacant board seat. Copied below is his response to an email:

Elizabeth

Many thanks for the response. I would certainly be interested to consider the Board position if the other Board members thought I could offer value to their challenges and priorities.

I will wait to hear back from you.

Best regards

Michael.

Best regards,

**Elizabeth Myers**  
Amenity Manager



Tamaya  
12778 Meritage Blvd.  
Jacksonville, FL 32246  
C: 904.708.3507  
W: 904.329.2277  
[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

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---

**From:** Elizabeth A. Myers  
**Sent:** Wednesday, October 26, 2022 1:20 PM  
**To:** [skounoupas53@gmail.com](mailto:skounoupas53@gmail.com)  
**Cc:** Mac McGaffney <[hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com)>; David C. McInnes <[dmcinnes@dpfgmc.com](mailto:dmcinnes@dpfgmc.com)>; Dana A. Harden <[dharden@vestapropertyservices.com](mailto:dharden@vestapropertyservices.com)>  
**Subject:** FW: Horrigan 2952 Cassia Lane

Good afternoon, Stephen

Mr. Horrigan is a new resident to Tamaya. He would like to offer his services to the community and any committees that may benefit from his knowledge and prior work experience.

Best regards,

**Elizabeth Myers**  
Amenity Manager



[Return to Agenda](#)

Tamaya  
12778 Meritage Blvd.  
Jacksonville, FL 32246  
C: 904.708.3507  
W: 904.329.2277  
[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

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**From:** Michael Horrigan <[michael.horrigan2016@gmail.com](mailto:michael.horrigan2016@gmail.com)>  
**Sent:** Sunday, October 16, 2022 9:41 AM  
**To:** Elizabeth A. Myers <[emyers@vestapropertyservices.com](mailto:emyers@vestapropertyservices.com)>  
**Subject:** Horrigan 2952 Cassia Lane

Elizabeth

Many thanks for your time on Friday to assist us with the orientation to the Tamaya Community and to finalization our move in.

As I mentioned on the day - I am now retired - but my professional life was as an Architect with both Australian and UK qualification. We have lived in the US for nearly 20 years now. My working life was International and we lived / worked in eight different countries from Asia then Middle East to Europe and of course the US.

My Architectural career tended to focus on the Construction side rather than the design side although I did win two prestigious Australian design awards post grad.

I wanted to offer my support and service to the HOA and CDD as I believe in community involvement / support in these communities.

My wife Mary and I lived in a 42 story condo on Las Olas Blvd for 15 years and we were both involved in various Committees during that time. The relevant committee experience I had relates to two different Construction and Facilities Committees to which I belonged.

The Board of my Condo asked me three years ago to Chair a new Committee to assess and deliver solutions to the aging infrastructure of our 18 year old Condo tower. Previous Boards had NOT been proactive and some serious issues were evident to even a layman so their proactive approach was predicated on initiating a program that could be funded and delivered for the benefits of ALL residents. The Surfside tragedy in Miami recently emphasized the importance of their goals.

Our role was to analyse the entire property / gauge and prioritize packages of works / present recommendations to the Board and community / interview consultants and bid the different packages / review and evaluate consultant submissions / and finally to make recommendations to the Board for award.

On this 42 story tower this scope included:

1. new public spaces (lobby / offices / bistro / library)
2. re-landscaping the podium and street frontages
3. refurbish pool / terrace / BBQ court
4. facade structure and curtain wall evaluation
5. Elevator cab (8 elevators) and equipment upgrades
6. formation of an artwork sub committee

[Return to Agenda](#)



7. fountain (4 fountains) refurbishment and repair

My final role was the scope definition / interview / evaluation and recommendation of a full time project manager to be engaged by the Board to take the \$18MM program I had assembled into delivery over the next three years - Items 1 to 4 above were completed before we left the property and the program continues.

Please let me know if there are any areas where I can support these type of issues in our new home and community. Mary and I are both aware of the challenges and pressures of these activities so remain a positive participant where useful.

Regards

Michael Horrigan

# EXHIBIT 10

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](mailto: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](mailto:hmac@vestapropertyservices.com) and carbon copy Jackie Leger at [jleger@dpgmc.com](mailto: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 DPF 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](mailto:hmac@vestapropertyservices.com) and carbon copy Jackie Leger at [jleger@dpfgmc.com](mailto: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](mailto: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

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2022

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:

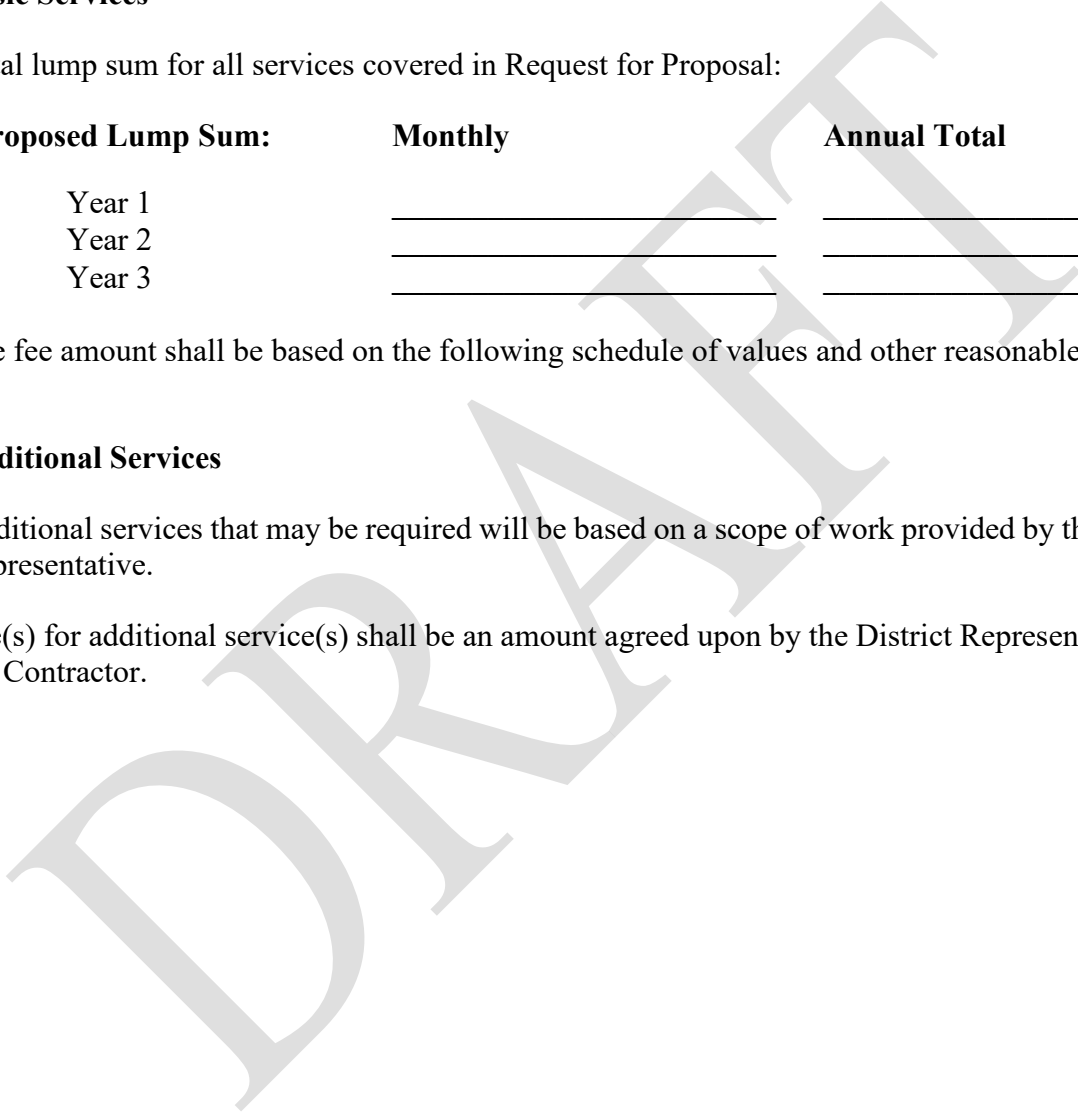
| <b>Proposed Lump Sum:</b> | <b>Monthly</b> | <b>Annual Total</b> |
|---------------------------|----------------|---------------------|
| Year 1                    | _____          | _____               |
| Year 2                    | _____          | _____               |
| Year 3                    | _____          | _____               |

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**

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**Contractor**

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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. \_\_\_\_\_

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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." \_\_\_\_\_

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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. \_\_\_\_\_

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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. \_\_\_\_\_

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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 \_\_\_\_\_

## CORPORATE OFFICERS

Company Name \_\_\_\_\_  
 \_\_\_\_\_

Date

Provide the following information for Officers of the Proposer and parent company, if any.

| NAME FOR PROPOSER                  | POSITION OR TITLE | CORPORATE RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|-------------------|----------------------------|------------------------------------|
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
| FOR PARENT COMPANY (if applicable) |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |
|                                    |                   |                            |                                    |



**COMPANY OWNED MAJOR EQUIPMENT**  
**(Attach additional sheets if necessary)**

Company Name \_\_\_\_\_  
 \_\_\_\_\_

Date

| QUANTITY | DESCRIPTION | CAPACITY | NO. LOCATED IN |       |
|----------|-------------|----------|----------------|-------|
|          |             |          | FLORIDA        | OTHER |
|          |             |          |                |       |
|          |             |          |                |       |
|          |             |          |                |       |
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|          |             |          |                |       |
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|          |             |          |                |       |
|          |             |          |                |       |
|          |             |          |                |       |
|          |             |          |                |       |



**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 <sup>1</sup> | Classification of Work Performed | Year Started/ Completed | Owner Name/Location <sup>2</sup> | Name & Phone Number of Owner's Representative on this Project <sup>3</sup> |
|-----------------------|-----------------------|---------------------------|----------------------------------|-------------------------|----------------------------------|--|
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |
|                       |                       |                           |                                  |                         |                                  |  |

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

<sup>2</sup> '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.

<sup>3</sup> '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 \_\_\_\_\_

DRAFT



## 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<br>(Danube, Tartus, Pescara, Oreveza, Marmaris, Capera, Provati, Izola, Karatas, Aegean) |                | Weekly         | Once Per Month | Includes all common areas, pond banks            |
| 2    | Tamaya NW<br>(Cassia, Costas, Laurel Bay, Cala Cv)  |                | Weekly         | Once Per Month | Includes all common areas, pond banks            |
| 3    | Tamaya South<br>(Brettunger, Savona, Bari, Trave)   |                | Weekly         | Once Per Month | Includes all common areas, pond banks            |
| 4    | Meritage Blvd<br>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<br>From Beach Blvd to Kernan  |                | Bi-Weekly      | Once Per Month | Includes fountain area, common areas, pond banks |
| 7    | Beach Blvd<br>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
- 2<sup>nd</sup> or 3rd week Mole cricket prevention application of Fipronil

• **APRIL**

- 3<sup>rd</sup> or 4<sup>th</sup> 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)
- \*2<sup>nd</sup> 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 11

## Managers' Report

*Date of report: 11-1-2022*

*Submitted by: Elizabeth Myers & Ron Zastrocky*

### **GENERAL ITEMS:**

- Created QR codes for Security to scan. (Amenity Center, pool slide. Pool cabana/playground, fitness center, tennis courts and basketball court)
- Updated New Resident Paperwork
- Working with Policy Task Force Committee
- Working with IAS and Control 4 to get TV's in fitness center and pool cabana online

### **NOVEMBER EVENTS:**

- |                                |            |
|--------------------------------|------------|
| • Food Truck/Laser Tag         | 10/10/2022 |
| • National Football Day        | 10/5/2022  |
| • National Vanilla Cupcake Day | 10/10/2022 |
| • Veterans Day                 | 10/11/2022 |

### **OCTOBER EVENT HIGHLIGHTS:**

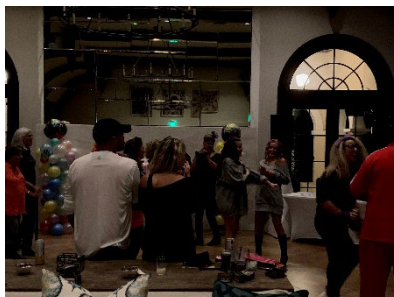
**Fall Festival** on 10/8/2022 @ Event Lawn



Attendance – 100 + people

Cost - \$2496.33

**80's Prom/Halloween on 10/21/22 @ Tamaya Hall**



Attendance – 40 people  
Cost - \$1737.66

**PROGRAMS:**

- Emma Bolyard- Yoga
- Yoga with Anastasiya - Fridays

**SOCIAL CLUBS:**

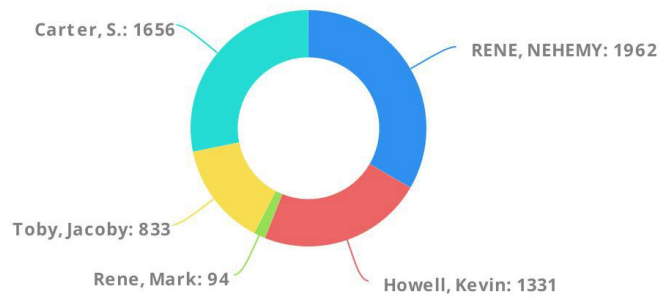
- Current clubs: Lunch bunch, Bunco, BYOB social hour, Meet your Neighbor, Bible Study
- Bridge and Cricut club are taking a break for the summer season

**NEWSLETTER:**

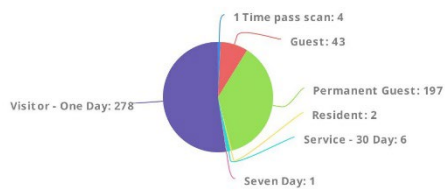
- November newsletter went out with a 63% open rate.

TEK Control Front Gate access

Visitor passes by Officer

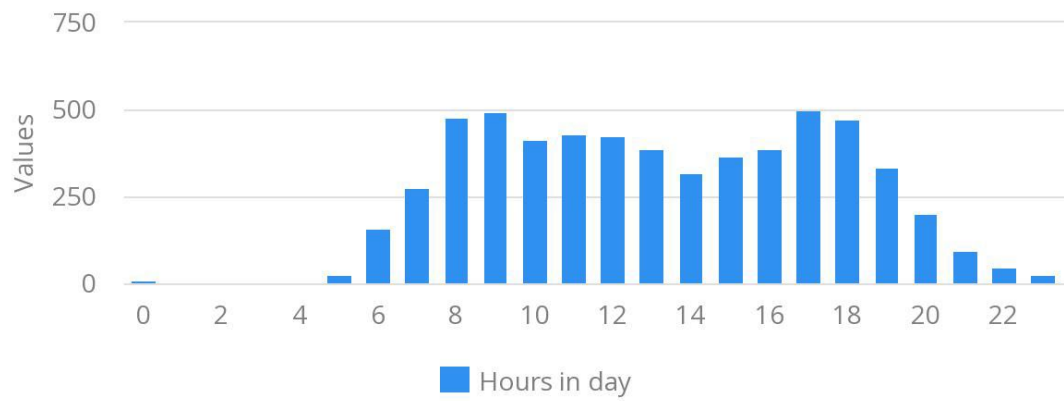


Visitor passes by passes type

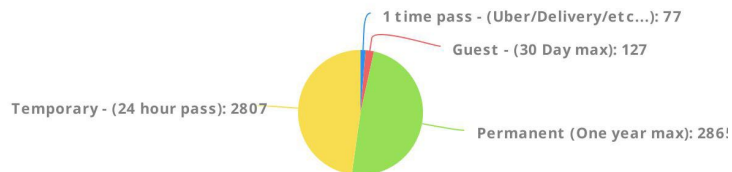




Visitor arrival by time – 5761 guests in 30 day period



Visitor arrival by type



Doorking – 1459 Total residents in 24 hour period 10/29

**Field Operations Report**

**Landscape update**

- **Cleaning up buffer behind houses on Ostia Circle and Tartus Dr**



- **Annuals were replaced 10-26**
- **Wall at Bentwater wall will be done week of 11-7-22**
- **Landscape RFM waiting on ETM mapping**
- **Straightened pine tree by basketball court**



**Pressure washing**

- **Pressure washed sidewalks, curbs and steps at clubhouse.**





**Removed concrete splatter on sidewalks**

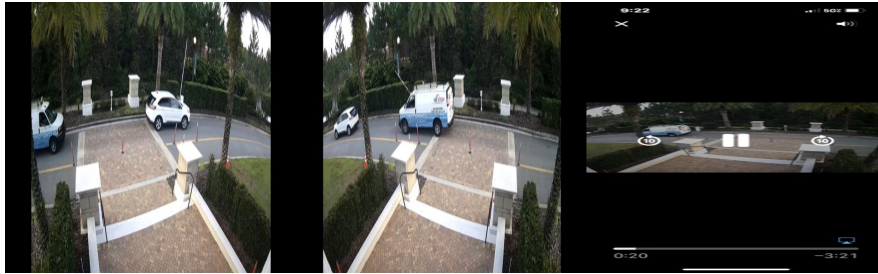


**Put up signs at guardhouse and resident gate**



### Resident gate arm damage

- On 10-10-2022 at approximately 18:30 hrs. the attached pictured subject/vehicle collided with the barrier arm. Video documentation confirms that the subject attempted to tailgate into the neighborhood through the resident lane instead of following protocol and registering with the guard house officer utilizing the visitor Lane. Subsequently crashing into the barrier arm resulting in the barrier arm being broken off the barrier operator. Upon notification by the security officer on post Vesta field operations manager responded to assess the incident.



Completed incident report and contacted company that did damage. They agreed to pay for new gate, light and install. They will pay our vender directly.

Had a down loop installed in asphalt to prevent gate coming down when the reflector beam makes connection on higher vehicles. Now the reflector beam when something gets in its path when gate arm is coming down it will reopen.

### Paver reset at pool



### Fitness room leg machine cushion replaced



# EXHIBIT 12

# BEACH CDD MEETING AGENDA MATRIX

|                      |                                   |  |  |
|----------------------|-----------------------------------|--|--|
| <b>November 2022</b> | <i>Regular Meeting:<br/>11/07</i> | <p><b>Staff Reports</b></p> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"> <li>• Meeting Minutes             <ul style="list-style-type: none"> <li>○ 10/17/2022 Regular Meeting</li> </ul> </li> <li>• Unaudited Financials             <ul style="list-style-type: none"> <li>○ September 2022</li> </ul> </li> </ul> <p><b>Business Items:</b></p> <ol style="list-style-type: none"> <li>1. Resolution-Towing Policy (Wes)</li> <li>2. Landscape RFP</li> <li>3. FTF Recommendation-Security RFP</li> <li>4. Audit Committee</li> <li>5. Arbitrage Rebate Calculation Proposal</li> </ol> <p><b>Discussions:</b></p> <p><b>Supervisor Requests:</b></p> <ul style="list-style-type: none"> <li>• Dr. Renn-Amenity/Fitness/Instructors policies</li> </ul> |  |
|                      |                                   |  |  |

# BEACH CDD MEETING AGENDA MATRIX

|                      |                                   |   |  |
|----------------------|-----------------------------------|---|--|
| <b>December 2022</b> | <b>Regular Meeting:<br/>12/19</b> | <p><b>Staff Reports</b></p> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 11/3/2022 Regular Meeting</li></ul></li><li>• Unaudited Financials<ul style="list-style-type: none"><li>○ October, 2022</li><li>○ November, 2022</li></ul></li></ul> <p><b>Discussion</b></p> <p><b>Business Items:</b></p> <ol style="list-style-type: none"><li>1. <b>Amenity Policy Revision- (MC)</b></li><li>2. <b>Appointment of New Supervisor for Seat #2</b></li></ol> |  |
|----------------------|-----------------------------------|---|--|

# BEACH CDD MEETING AGENDA MATRIX

|                      |                                  |  |  |
|----------------------|----------------------------------|--|--|
| <b>January, 2023</b> | <b>Regular Meeting:<br/>1/16</b> | <b>Staff Reports</b><br><br><b>Consent Agenda Items</b> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 12/19/2022 Regular Meeting</li></ul></li><li>• Unaudited Financials (December 2022)</li></ul> <b>Business Items</b><br><br><b>Discussions</b> |  |
|----------------------|----------------------------------|--|--|



# BEACH CDD MEETING AGENDA MATRIX

|                          |  |   |  |
|--------------------------|--|---|--|
| <i>Unscheduled Items</i> |  | <i>Business Items</i><br><br><i>Discussions</i> |  |
|--------------------------|--|---|--|

# EXHIBIT 13

**Subject:** BEACH CDD GUEST AND TRAINER POLICIES

Dear All,

Beach CDD faces a growing challenge with managing trainers/instructors using our Amenity Facilities. This past weekend I saw or was told by other residents of possibly four unapproved trainers using our tennis courts and exercise room.

I say “possibly” because I cannot confirm that two individuals were trainers, but I can confidently say that two of the four trainers/instructors do not live in Tamaya. I can also confidently say that the non-resident tennis instructor trained non-residents on our courts. I know that Tamaya residents declared both the trainers I witnessed as “guests.”

We are awaiting a task force’s recommendations for revising our Amenity Policies. We hope the task force provides more thoughtful language that closes loopholes in our policies that allow non-resident trainers/instructors to use our facilities for training.

I do not want to wait for the task force’s recommendations to address the trainer/instructor issue. I spoke with our district counsel this morning and will work with Wes also to draft new rules for our Amenities Policies for trainers and instructors.

We do not need to wait for the task force’s complete set of revised policies to make a few improvements. Here are a few steps we can take using the current policies to deal with all trainers/instructors and non-resident trainers/instructors more effectively.

1. Enforce the current guest policies. On page 3, rule 1: “All guests, regardless of age, are required to sign a waiver of liability before using the Amenity Facility.” I realize this will take some time to create an enforcement system, but we must begin building it. We can notify our residents via email about the policy and its enforcement, create an electronic system for completing the form, leave paper copies in the fitness center with a collection box, etc. I am unsure what the final “product” will look like, but we must begin applying the policy. Because this applies to all guests, including trainers and instructors who are not residents, they must complete the forms to use the facilities. On the form, we can add a question about whether the individual is a trainer or instructor. We ask for their insurance and training certificates if they mark “yes” to the question. If they select “no” and then train, they breach the policies, and we can proceed with suspensions or termination of privileges (see page 5, rule 12). I think we will go a long way toward solving some of these trainer violations if we enforce the current guest policy.
2. On page 6, rule 21: “The Amenity Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager.” If any trainer or instructor says they are not being compensated for their services, facilities management should document it, capturing the individual's name and signature. If we discover that the individual was untruthful, we have proof and can proceed with suspension or termination proceedings.

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3. On page 11, rule 6, bullet point 2: “Use of personal trainers is permitted in the District Fitness Center.” In the following sentence, the policies state that trainers are vendors. This opens the door in our current policies to apply the approval process for vendors included on page 6, rule 18, to all trainers and instructors. If you want to confirm this with our district counsel, please do so. On page 6, rule 18, the policies state, "All vendors must complete a vendor form.” In my opinion, trainers and instructors are vendors. They supply and exchange their services for something in return and “sell” their services to their clients. As vendors, we can ask trainers and instructors to complete a vendor form. Saying that an instructor is a guest does not preclude the instructor from having to complete the vendor form.

Thank you for taking the time to read my email. Please accept my email as a formal request as a supervisor of Beach CDD for Vesta Properties and District Management to begin now solving our guest policies enforcement and trainer and instructor challenges. As I mentioned, I will work with our district attorney on revising our Amenities Policies. I may have a few ready for the board to consider and vote on by our next meeting this month.

Respectfully,  
Robert Renn