



BEACH COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Workshop

*Thursday
September 4, 2025
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

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

Board of Supervisors
Beach Community Development District

Dear Board Members:

The Workshop of the Board of Supervisors of the Beach Community Development District is scheduled for **Thursday, September 4, 2025, at 6:00 p.m.** at the **12788 Meritage Blvd., Jacksonville, FL 32246**

An 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 me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager

Cc: Attorney
Engineer
District Records

Beach Community Development District

Meeting Date: Thursday, September 4, 2025

Time: 6:00 PM

Location: 12788 Meritage Blvd.,
Jacksonville, FL 32246

Workshop Agenda

I. Roll Call

II. Audience Comments

III. Presentations

- A. Anchors Aweigh Aquatics LLC – Follow-up from Summer Activities
- B. Proposed Amenity Events for FY 2026 – Oliver Ingram

IV. Upcoming Business Items

- A. Final Version of Agreement with COJ for SJO Patrol
- B. Vendor Scorecards
- C. Consideration of Access Control Proposal (Amenity Gates/Control Access – Line 44)

[Exhibit 1](#)
[Pgs. 7-8](#)

V. Supervisor Projects

- A. Chair Korsakova
 - 1. Board Annual Checklist
 - 2. Traffic Control Devices (CRF Contingency – Line 9)
 - 3. Ruppert Irrigation Inspection Report
 - 4. Ruppert Irrigation Inspections
 - 5. Non-Preserve Area Drainage
 - 6. Crosswalk Research
 - 7. Large and Small Dog Park (CRF Contingency – Line 9)

[Exhibit 2](#)
[Pg. 10](#)
[Exhibit 3](#)
[Pg. 12](#)
[Exhibit 4](#)
[Pg. 14](#)

- B. Vice Chair Kendig
 - 1. Gym Etiquette
 - 2. Post Orders
 - 3. Additional Storage Needs
 - 4. Trees
 - 5. FHP Agreement for Traffic Enforcement
 - 6. CCTV
 - 7. Construction Entrance Security
 - 8. Box at Gate
 - 9. Golf Cart Sign
 - 10. Security

[Exhibit 5](#)
[Pgs. 16-17](#)
[Exhibit 6](#)
[Pgs. 19-20](#)

V. Supervisor Projects – continued

11. Security/Roving Patrol/Breezeway Staff

[Exhibit 7](#)

[Pg. 22](#)

12. JSO & COJ – Off Duty Patrol

C. Supervisor Young

1. Trees/Tree Damage

2. Amenity Suspension Process

3. Revisions to Amenities Policies

[Exhibit 8](#)

[Pgs. 24-54](#)

4. Capital Improvement Plan Projects

5. Hours of Amenity Operations – from 06/16 Meeting

6. Pool hours – Dawn to Dusk – from 06/16 Meeting

7. Amenity and Field Operations RFP

a. Supervisor Young’s Original Proposal

[Exhibit 9](#)

[Pgs. 56-73](#)

b. Supervisor Szeszko’s Alternative Proposal

[Exhibit 10](#)

[Pgs. 75-92](#)

8. Extension of Gates at Guardhouse – from 07/21 Meeting

9. Amenity Hours

[Exhibit 11](#)

[Pg. 94](#)

E. Supervisor Szeszko

1. Expansion of Pool Hours/Pool Lighting

2. Thunderstorm Policy

3. Amenity Center Cable Contract Review

4. Brainstorm – Other Cost Saving Initiatives

5. “Punch List” and Response from Developer

6. Community Survey – Ranking of Capital Improvement
Projects - \$150k in CRF FY 2026 Budget

7. RFP for Landscape Maintenance Contract

8. Survey Question regarding Roving Patrol

VI. Pending from Prior Workshop(s)

A. Proposal for Sulfur Application (Landscape Improvement – Line
51)

[Exhibit 12](#)

[Pgs. 96-98](#)

B. Ruppert Proposal for River Rock Installation (Landscape
Improvement – Line 51)

[Exhibit 13](#)

[Pgs. 100-105](#)

C. Consideration of Garbage Can Proposal

D. Big Jerry’s Fencing Cabana Expansion Proposal - \$5,850.00
(CRF Contingency, Line 9)

[Exhibit 14](#)

[Pg. 107](#)

E. Artificial Turf Installation (Community and Amenity Repairs;
Line 33)

[Exhibit 15](#)

[Pgs. 109-111](#)

F. Quotes for Mailbox Painting

1. Estatic LLC (Community and Amenity Repairs; Line 33)

[Exhibit 16](#)

[Pgs. 113-114](#)

VII. Discussion Topics

- A. Change Start Time of “Adult” Events from 6PM to 7PM
- B. Bill Mitchell (Resident) regarding Security Services – from 04/21 Meeting
- C. Carole Repak (Resident) regarding Converting Construction Entry Gate to an Emergency Entry/Exit Gate – from 05/12 Workshop

VIII. Adjournment

EXHIBIT 1

VIZpin Inc

355 E. Liberty Street, Suite 210
Lancaster, PA 17602



Quote # 45897242
Create Date: 8/28/25
Exp. Date: 9/12/25
Prepared by: MC Patton

Bill To

Name: **Tamaya**
Address: **12788 Meritage Blvd**
Jacksonville, FL 32246

Ship To

Name: **Tamaya**
Address: **12788 Meritage Blvd**
Jacksonville, FL 32246

	Quantity	Unit	Total Price
Hardware with 3 Years of PLUS Service			
Door/Gate Controller	4	953.00	3,812.00
Lever Set, Brushed Stainless	3	1,254.00	3,762.00
Misc			
Device Setup & Onboarding	7	10.00	70.00
Total Price:			\$7,644.00

Pricing based on tariffs on date this quote was created

Renewing the PLUS service will cost \$2100/year or \$4200 for 3 years

This Quote, pricing, and terms are confidential. This Quote is valid for 15 days and does not include shipping charges, federal, state or local taxes. Shipping and Taxes will be paid by the Buyer. This quote does not include the cost of installation labor. Orders require a signed purchase order. VIZpin reserves the right to correct clerical errors at any time. VIZpin may supply substitute products of equal or higher quality. This Quote is subject to stainless steel or other material cost surcharge caused by global supply constraints, unpredictable logistics costs or import tariffs, and would be in addition to the quoted price. For Quotes totaling \$5,000 or more, VIZpin will only accept online payment via ACH or by check mailed to 355 East Liberty Street, Suite 210 Lancaster, PA 17602. VIZpin Inc. Terms and Conditions of Sale Apply. This Quote is subject to the potential addition of a surcharge due to currency exchange, tariffs, fuel surcharges, or freight increases caused by any global events, such as pandemic, changes in tariff rates due to government policy changes, strikes, fuel shortages, war, terrorism and/or acts of God. Any surcharges, if applicable, would be in addition to the base price quoted herein.

VIZpin Inc. Sales Terms & Conditions, Rev. July 1, 2024: If there are any conflicts between the Certified Partner Agreement and these Terms & Conditions, the Certified Partner Agreement will control.

TERMS AND CONDITIONS: Goods, software and services (Products) furnished by VIZpin Inc. (VIZpin) are sold only on the terms and conditions stated herein. VIZpin's performance of any contract is expressly made conditional on Customer's agreement to these Terms and Conditions of Sale (Terms and Conditions). All references in these Terms and Conditions to the "sale," "sales," "sell," "sold," or "selling" means (a) with respect to Products, excluding any and all software, any sale, lease, license, rental or other transfer of such Product to any end user; and (b) with respect to software, the granting of a limited license to use the software, solely and exclusively as embedded in the Products.

SERVICE FEES AND PAYMENT: VIZpin will bill and collect in advance for all services. VIZpin service renewal invoices will be sent via email 45 days before service expiration; invoices are due upon the date set forth on the invoice. If payment is not received by the due date, VIZpin may suspend the account and will charge a fee of 25% of the renewal invoice payable prior to account reactivation.

PRICE NOTIFICATION: Prices for Products are subject to change without notice.

SHIPPING CHARGES, TITLE, TAXES AND RISK OF LOSS: Title to Products passes from VIZpin to Customer upon shipment from any authorized VIZpin facility. Shipping and taxes are an additional cost and any loss or damage that occurs during shipment is the Customer's responsibility. Customer must notify VIZpin within 21 days from the invoice date if any part of the purchase is missing, wrong or damaged. Unless VIZpin is provided with a valid and correct tax exemption certificate applicable to the purchase of Products and the Product's ship-to location, Customer will be responsible for sales and other taxes associated with the order.

WARRANTY: All VIZpin Products include a limited warranty, which covers factory defects in materials and workmanship (Limited Warranty). Doot/Gate Controllers with PLUS service will be warranties for the life of the PLUS service. Door/Gate Controllers with LITE service, Solar Kit components, Video Intercom Panels, Keypads and FOBs is one year (Warranty Period). The warranty period for Smart Lock mechanical parts is five years. Smart Lock motors are and electrical parts have a one year (Warranty Period). This warranty does not cover damage caused by improper care or use, exposure to environments outside the rated specifications or damage caused by an act of God. During the Warranty Period, VIZpin will, at its discretion, repair or replace the products with new parts, or with serviceable used parts that are superior or equivalent in performance to new parts. This Limited Warranty extends only to the original purchaser and to Products purchased from VIZpin or its Partners. All defective products should be returned, freight and insurance pre-paid, in packaging equivalent to the packaging when originally received by the returning party, to VIZpin Inc. c/o Warranty Department. VIZpin will pay freight and insurance when returning the Product. Please call Customer Support (717) 327-4244 to obtain a Return Material Authorization Number (RMA) prior to returning Product. Unauthorized returns will not be accepted. Complete warranty description available on VIZpin.com.

CREDIT TERMS: Subsequent to the review and approval of a completed and signed Account Information/Credit Application, open account terms with defined credit limits may be authorized at the discretion of the VIZpin. Customers without approved account terms must prepay orders with credit card, ACH/wire transfer or certified check to establish a payment history. Service renewals are not eligible for credit terms; Service renewals will be invoiced and payable online via credit card or ACH prior to subscription expiration.

OVER CREDIT LIMIT: When the Customer exceeds its credit limit, it must pay down current invoices or request an increase in its credit limit. A current signed Account Information/Credit Application form must be on file before VIZpin will consider the request.

PAST DUE BALANCES: Orders will be placed on a ship-hold for past-due balances.

LIMITATION ON WARRANTIES: THE WARRANTY FOR THE PRODUCTS SHALL RUN FROM VIZpin TO END USER CUSTOMERS ONLY. NO WARRANTY OF ANY NATURE AS TO THE PRODUCTS, SHALL RUN FROM VIZpin TO A CERTIFIED PARTNER UNDER ANY CIRCUMSTANCES AND VIZpin DISCLAIMS ALL SUCH WARRANTIES. EXCEPT AS EXPLICITLY PROVIDED HEREIN, VIZpin DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. VIZpin ALSO MAKES NO WARRANTY THAT THE PRODUCTS ARE DELIVERED FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PARTY BY WAY OF PATENT INFRINGEMENT OR THE LIKE.

LIMITATION OF LIABILITY: VIZpin's MAXIMUM LIABILITY TO CUSTOMERS FOR DAMAGES SHALL BE LIMITED TO THE DOLLAR AMOUNT OF THE DEFECTIVE PRODUCTS PURCHASED BY CUSTOMER FROM VIZpin. VIZpin SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, GOODWILL, AND/OR INTERFERENCE WITH BUSINESS RELATIONSHIPS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

INTELLECTUAL PROPERTY RIGHTS: VIZpin does not convey any right, license, or ownership to the Customer with respect to any intellectual property rights or the like of VIZpin. However, VIZpin grants to the Customer a royalty-free, non-exclusive, non-transferable right to use VIZpin's trademarks solely in connection with the Certified Partner's marketing, sale and servicing of the VIZpin products, subject to VIZpin's right to pre-approve all uses by the Certified Partner of the trademarks (including without limitation, advertising and other printed material which contain or bear the trademarks).

CHANGES: VIZpin reserves the right at any time, without notice, to make changes in design or additions to or improvements in its Products without liability or obligation to install such change, addition or improvement in any Product manufactured prior thereto.

INDEMNIFICATION: Customer shall indemnify and hold VIZpin harmless against any claims, liabilities, loss, damages, cost and expense (including court costs and reasonable attorneys' fees) arising out of any breach by Customer of this Agreement.

RELATIONSHIP OF THE PARTIES: Certified Partner is an independent contractor and has no power, right or authority to bind VIZpin or to assume or to create any obligation or responsibility, express or implied, on behalf of VIZpin. Nothing stated in this Agreement shall be construed as creating a partnership relationship between Certified Partner and VIZpin, or as creating the relationships of employer and employee, or principal and agent between the parties hereto. Certified Partners may not assign any rights under this Agreement without VIZpin's prior written consent.

FORCE MAJEURE: Except for Customer's payment obligations, neither party shall be liable to the other for delays in performing any obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to, inability to secure materials or transportation and acts of God or governmental authorities.

NOTICES: All notices which either party may be required or desire to give the other party shall be given by email, registered carrier, second-day delivery to the other party at its respective address as set forth in the agreement to which these terms are attached, or by facsimile. Notices shall be deemed to be received on the second business day following the date of mailing, and on the date of transmission when confirmed by facsimile transmission.

APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of any applicable choice of law rules. Both parties agree to submit to the exclusive jurisdiction of, and waive any venue objection against, the applicable Federal or State court in Lancaster County, Pennsylvania. The United Nations Convention on the International Sale of Goods shall not apply to these Terms and Conditions.

SEVERABILITY WAIVER: If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement by the other party will not operate or be interpreted as a waiver of any other or subsequent breach by each party.

ATTORNEYS' FEES: The prevailing party in any action arising between the two parties in connection with this Agreement shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement in addition to any other amount of recovery ordered by the court.

MODIFICATIONS: These Terms and Conditions may be modified only by a writing signed by an authorized representative of VIZpin.

NO UNAUTHORIZED USE: Customers shall not disassemble, decompile, reverse engineer, copy, modify, prepare derivative works of, or otherwise change any of the software or firmware or its form with respect to any Product.

INTERNATIONAL ORDER TERMS: Pre-payment via wired funds transfer (WFT) or major credit card.

INTERNATIONAL SHIPPING: All prices for international orders are quoted FCA, VIZpin's authorized facility or Lancaster, Pennsylvania, in accordance with Incoterms 2010, with freight, taxes and import duties the responsibility of Customer. In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Customer (without regard to which party pays for the shipping costs). VIZpin will not drop ship to international addresses.

EXPORT CONTROL LAWS: The export of any Products purchased from VIZpin is subject to compliance with the export control laws of the United States. Customers shall comply with all applicable export regulations or restrictions and shall provide all such certifications and other documentation as VIZpin may request to ensure compliance with such export regulations. Certified Partners shall permit VIZpin to inspect Partner's inventories, service records, commercial and shipment documents and other relevant documents as designated by VIZpin. Any such document review shall be conducted in as efficient a manner as circumstance will allow and, when possible, during regular business hours.

U.S. GOVERNMENT RESTRICTED RIGHTS: Customers shall state in every license agreement, under which an agency, department or entity of the United States Government (Government) obtains rights to use the Products, and shall ensure that each such end user understands and agrees, that (i) use, reproduction, release, modification or disclosure of the Products, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies, (ii) the Product is a commercial product, which was developed at private expense, and (iii) use of the Products by any Government agency, department or other agency of the Government is further restricted as set forth in this Agreement.

ENTIRE AGREEMENT: These Terms and Conditions, together with Certified Partner Agreement constitute the entire understanding and agreement of VIZpin and Customer with respect to the subject matter hereof, and supersedes all prior agreements or understandings, whether oral or written, between the parties with respect to such subject matter.

EXHIBIT 2



Install Transverse Rumble Strips on the Intersection Approach

Application of depressions or raised areas across the surface of an approach lane to produce an audible and tactile warning of the impending intersection.



Source: VHB

Raised transverse rumble strips warn drivers on this approach of the upcoming intersection.



Source: VHB

Transverse rumble strips are installed ahead of this yield-controlled intersection.



Source: VHB

Transverse rumble strips are applied along this multilane stop-controlled approach.



Targeted Crash Types

- Right-angle
- Rear-end (major road)
- Rear-end (minor road)

Problems Addressed

- Inadequate visibility of intersection or intersection traffic control devices
- Speeding

Conditions Addressed

- Crash history or observed conflicts due to lack of awareness of the intersection.
- Citation history or observations of speeding on approach to intersection.

Considerations

- Use in combination with Intersection Warning (W2-1 through W2-8), Advance Traffic Control (W3-1 or W3-2), or Pedestrian Crossing (W11-2) signs.
- Noise generated from vehicles traversing the rumble strips can be an issue when residences are in close proximity to the intersection.
- Can require significant maintenance activities, especially on approaches characterized by high volumes of truck traffic.
- Raised rumble strips should not be used in areas where snowplowing is conducted.

Industry Standard

MUTCD

[Section 3J.02: Transverse Rumble Strip Markings](#)

Select Examples

[Crest Rd. & Allen Rd., East Flat Rock, NC](#)

[County Road 833 & FL 80, Clewiston, FL](#)

Other Resources

[Innovative Operational Safety Improvements at Unsignalized Intersections, Florida DOT](#)

[Low-Cost Safety Enhancements for Stop-Controlled and Signalized Intersections, FHWA](#)

[Intersection Safety: A Manual for Local Rural Road Owners, FHWA](#)

[NCHRP 613: Guidelines for Selection of Speed Reduction Treatments at High-Speed Intersections](#)

EXHIBIT 3

Recommendations:

- 1) require one report per one clock (so water days and start times could be listed for each – below is an example of a report that lists three clocks – 16, 17 and 19)
- 2) require “status” (ON or OFF) to be added and marked for each clock
- 3) require a copy of all 30 reports to be emailed to Ron with board and David copied

Property Name: TAMAYA Tech Name: Date: 1/16/25				Clock Number: Water Days: Start Time:		
Zone Number	Zone Type	Program A,B,C,D	Run Time	Adjusted Heads	Repairs Needed	Repairs Completed
16 (1)		A				
16 (2)		A				
16 (3)		A				
16 (4)		A				
17 (1)	R	A	30 MIN	NO	NO	
17 (2)	R	A	30 MIN	NO	NO	
17 (3)		A				
17 (4)		A				
17 (5)		A				
19 (1)	S	A	30 MIN	NO	NO	
19 (2)	S	A	30 MIN	NO	NO	
19 (3)	R	A	30 MIN	NO	NO	
19 (4)	R	A	30 MIN	YES	YES	
19 (5)	S	A	10 MIN	NO	NO	
19 (6)	B	A	5 MIN	NO	NO	
19 (7)	B	A	5 MIN	NO	NO	
19 (8)	B	A	5 MIN	NO	NO	
19 (9)	B	A	5 MIN	NO	NO	
19 (10)	R	A	30 MIN	NO	NO	
19 (11)	B	A	5 MIN	NO	NO	
19 (12)	B	A	5 MIN	NO	NO	
19 (13)	R	A	30 MIN	NO	NO	

EXHIBIT 4

January													
Clock	Phase	Zones	Off or On	Smart?	Node?	Mini Weather Station?	Type	Run time	Times per Week	Days	Start Time	Duration	End Time
1	fire station	18		yes	no	yes	Spray 6, Bubbler 0, Drip 0, Rotor 2, ??? 10	Spray 20, Bubbler -, Drip -, Rotor 30, ??? 5-60	3	Tue, Thur, Sun	8:00 PM	7 hrs	3:00 AM
2	gatehouse	71		yes	no	yes	Spray 55, Bubbler 1, Drip 0, Rotor 14, NA 1	Spray 0-25, Bubbler 5, Drip 5, Rotor 0-30	2	Tue, Fri	6:30 PM	14 hrs 40 min	9:10 AM
3	clubhouse	46		yes	no	yes	Spray 24, Bubbler 3, Drip 5, Rotor 9, Mixed 3, NA 1	Spray 10-25, Bubbler 5, Drip 5, Rotor 30-40	3	Tue, Wed, Sun	7:00 PM	12 hrs 20 min	7:20 AM
4	III			no		?	Spray 4, Bubbler 2, Drip 1, Rotor 3, ??? 1	Spray 20, Bubbler 5, Drip 20, Rotor 30, ??? 20	3		9:15 AM		
5	III			no		?	Spray 4, Bubbler 3, Drip 1, Rotor 5, ??? 2	Spray 20, Bubbler 5, Drip 20, Rotor 30, ??? 5	3		9:00 PM		
6	III			no		?	Spray 5, Bubbler 1, Drip 1, Rotor 1	Spray 20, Bubbler 5, Drip 5, Rotor 30	3		9:00 PM		
7	III			no		?	Spray 1, Bubbler 1, Drip 0, Rotor 2	Spray 25, Bubbler 5, Drip 0, Rotor 30	3		9:00 PM		
8	III			no		?	Spray , Bubbler , Drip , Rotor						
9	III	5		no		?	Spray 2, Bubbler 1, Drip 2, Rotor 0	Spray 30, Bubbler 2, Drip 2, Rotor -	?	?	?	1 hr 6 min	?
10	II			no		?	Spray , Bubbler , Drip , Rotor						
11	II			no		?	Spray , Bubbler , Drip , Rotor						
12	II	10	OFF	no		?	Spray , Bubbler , Drip , Rotor, ??? 10	Spray -, Bubbler -, Drip -, Rotor -, ??? 10	2	Mon, Thur	10:45 PM	1 hr 40 min	12:25 AM
13	II			no		?	Spray , Bubbler , Drip , Rotor						
14	II			no		?	Spray , Bubbler , Drip , Rotor						
15	II			no		?	Spray , Bubbler , Drip , Rotor						
16	II	4		no		?	Spray -, Bubbler 1, Drip -, Rotor 3	Spray -, Bubbler 5, Drip -, Rotor 30	2	Mon, Thur	1:30 AM	1 hr 35 min	3:05 AM
17	II			no		?	Spray , Bubbler , Drip , Rotor						
18	II	6		no		?	Spray 1, Bubbler 3, Drip -, Rotor 3	Spray ?, Bubbler ?, Drip -, Rotor ?-30	2	Mon, Thur	12:15 AM	?	?
19	II			no		?	Spray , Bubbler , Drip , Rotor						
20	II			no		?	Spray , Bubbler , Drip , Rotor						
21	II			no		?	Spray , Bubbler , Drip , Rotor						
22	II			no		?	Spray , Bubbler , Drip , Rotor						
23	II			no		?	Spray , Bubbler , Drip , Rotor						
24	II	1		no		?	Spray , Bubbler , Drip , Rotor 1	Spray , Bubbler , Drip , Rotor 30	2	Mon, Thur	1:00 AM	0 hr 30 min	1:30 AM
25	II	6		no		?	Spray 4, Bubbler , Drip , Rotor 2	Spray ?-20, Bubbler , Drip , Rotor ?-20	2	Mon, Thur	9:30 PM	?	?
26	I	4		no	yes	?	Spray , Bubbler 1, Drip , Rotor 3	Spray , Bubbler 5, Drip , Rotor 30	2	Mon, Thur	1:30 AM	1 hr 35 min	3:05 AM
27	I	6		no		?	Spray 1, Bubbler , Drip , Rotor 4, Mixed 1	Spray 20, Bubbler , Drip , Rotor 20-30, Mixed 20	2	Mon, Thur	11:00 PM	2 hr 20 min	1:00 AM
28	I	1		no	yes	?	Spray , Bubbler , Drip 1, Rotor	Spray , Bubbler , Drip 30, Rotor	2	Mon, Thur	8:00 PM	0 hrs 30 min	8:30 PM
29	I			no		?	Spray , Bubbler , Drip , Rotor						
30	II			no		?	Spray , Bubbler , Drip , Rotor						

EXHIBIT 5

Big Jerry's Fencing
3653 Regent Blvd Ste 402
Jacksonville, FL 32224
USA
+19044762528
infofl@bigjerrysfencing.co
m



Estimate

ADDRESS

Beach CDD
250 International Parkway,
Suite 208
Lake Mary, FL 32746

ESTIMATE # 13317

DATE 07/30/2025

EXPIRATION DATE 09/30/2025

SALES REP

Robert

DEPOSIT

50%

JOB NAME

5ft Black CL - Dog Park

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/24/2025	5' Black Chain Link Fencing 5' Tall Black Coated COMMERCIAL HT20 Posts and Top Rail, 9 gauge Chain Link Fencing. Posts set roughly 2' deep with concrete footers.	986	24.00	23,664.00
09/24/2025	Chain Link Gate Add in a 4' wide single gate.	4	300.00	1,200.00
09/24/2025	Chain Link Double Gate Add in an 16' wide double gate.	3	1,000.00	3,000.00
				Subtotal: 27,864.00
09/24/2025	Supply & Install Add bottom rail throughout fence (HT20 Black Coated).	986	5.00	4,930.00
				Subtotal: 4,930.00

I have attached your estimate, blank contract, and terms. Please confirm everything looks correct. We require a deposit and signed contract before scheduling installation. Let us know how you would like to proceed, and we look forward to hearing from you again soon. If we can be of any further assistance or if you have any questions or concerns, please do not hesitate to contact us.

TOTAL

\$32,794.00

Accepted By

Accepted Date

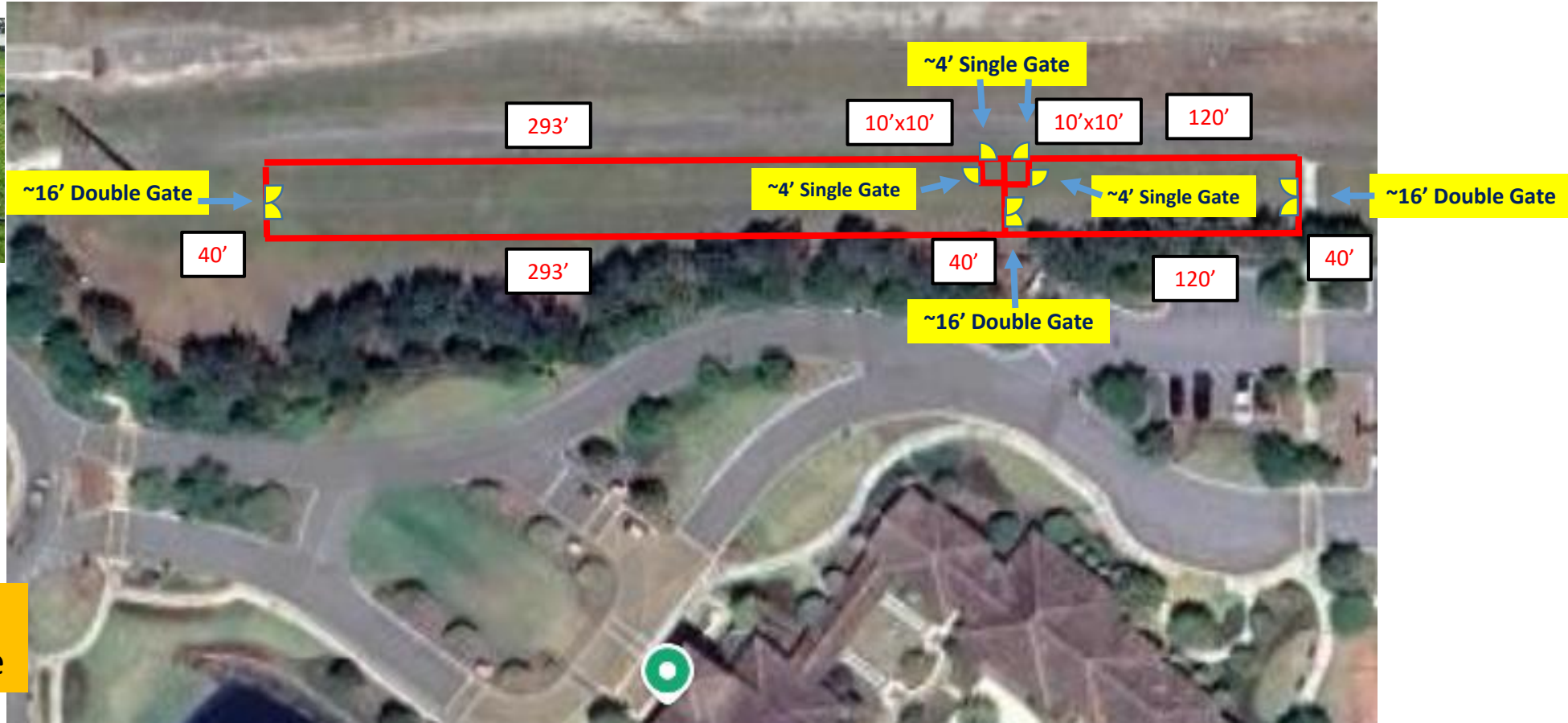
Tamaya Community
12788 Meritage Blvd.
Jacksonville, FL 32246
904-504-1121
lcooney2009@gmail.com



5' Black Coated Chain Link
COMMERCIAL GRADE
w/ Bottom Rail

986'
Including Gates:
16ft Double Gates (3)
4ft Single Gates (4)

- Fence to stop 75ft from electric line pole



Note:

-Sketch is not to Scale

-Big Jerry's provides our quotes using the total linear footage including the width of the gates and we pre-discount our gates accordingly.

EXHIBIT 6

Draft Gym Etiquette Rules

- Cell phones – never on speaker and use ear buds!
- Don't drop the free weights or machine weights as this will damage the floor and machines – the floor was designed for power lifting
- Re-rack your weights – if you used them – put it back
- Allow others to work in with you on all equipment – no hogging the equipment
- Always wipe down equipment when you are finished but please do not wipe down electrical components of the equipment.
- Appropriate foot wear is required (no sandals or flip flops)
- No food permitted.
- Do not take weights into the adjacent group room
- Adult resident must be present if you are a guest.
- Check in with attendant when station is open.
- AGE of children????

Edits by Elena

- ~~Cell phones — never on speaker and use ear buds!~~ **Do not use speakerphone**
- ~~Don't drop the free weights or machine weights as this will damage the floor and machines — the floor was designed for power lifting~~ **Do not drop the weights**
- ~~Re-rack your weights — if you used them — put it back~~ **Put weights back when done**
- ~~Allow others to work in with you on all equipment — no hogging the equipment~~ **Use one set of dumbbells at a time**
- ~~Always w~~ **W**ipe down equipment when you are finished ~~done~~
- ~~Appropriate foot wear is required (no sandals or flip flops)~~ **No sandals, flip flops, etc.**
- No food **allowed** permitted.
- Do not take weights **to other rooms** ~~into the adjacent group room~~
- ~~Adult resident must be present if you are a guest.~~ **No guest without resident present allowed**
- ~~Check in with attendant when station is open.~~

EXHIBIT 7

Proposed Amenity Hours

Monday- Thursday	9am-5pm
Friday-Saturday	9am-8pm
Sunday	12pm-6pm

Amenity Manager Hours

Off
9am-5pm (flex)
9am-5pm
9am-5pm
9am-5pm
9am-5pm (flex)
Off

Event Planner Hours

9am-5pm
9am-5pm (flex)
off
off
12pm-8pm (flex)
12pm-8pm (flex)
12pm-6pm

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Flex days are a possibility of coming in late or leaving early as long as one person is present in office.

If either stays late for event, come in later that day or day after, or leave early next day. Most events only need one person present.

EXHIBIT 8

BEACH COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITY POLICIES

(March, 2017)
(Updated July 20, 2017)
(Updated June 28, 2021)
(February 7, 2022)
(February 20, 2023)
(March 20, 2023)
(August 21, 2023)
(October 16, 2023)

District Manager

Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746

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DEFINITIONS

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

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

“Basketball Facilities” – shall mean the basketball court that is a part of the District’s Amenity Facility.

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

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

“Credit Card Convenience Fee” – shall mean a 2% fee added to any and all fees or rates adopted by the District to be paid by any Patron seeking to pay such fee or rate with a credit card.

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

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

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

“Guest” – shall mean any individual who is 4 years of age or over and is invited to use the Amenity Facility. Guests must be accompanied to use the Amenity Facility by a Resident, Non-Resident Member, or Renter. Refer to the maximum number of guests allowed per Amenity for maximum number of guests allowed on any given day.

“Homeowners Association” – shall mean the Tamaya-Residential Homeowners’ Association, Inc.

“Identification” – shall mean an acceptable photo identification card, which indicates a birthdate and an address. A valid student identification card may be used for a person under 18 years of age. The card may be on an electronic device, such as a picture on phone, but must be available upon request by the Amenity Manager / Facility Manager.

“Instructor” and “Trainer” – shall mean any person providing instruction or training to a non-family member, or more than one household, regardless of payment for such services. This term does not apply to the instruction or training of any person, or group of people, lasting less than ten minutes during a forty-eight (48) hour period of time.

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

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

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

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

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

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

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

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

IDENTIFICATION and ACCESS CARDS

1. Two (2) access cards will be issued to each household. There is a charge to replace a lost or stolen card.
2. A Patron will be required to sign a waiver of liability before using the District amenities and will be held responsible for any loss or damage if the waiver is not signed before use of the amenities. Each Patron assumes sole responsibility for his or her property.
3. Patrons shall be required to present Identification and Access cards upon request by staff at the Amenity Facility.

NON-RESIDENT ANNUAL USER FEE

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

HOMEOWNERS ASSOCIATION USE OF FACILITIES

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

COMMUNITY CLUB USE OF FACILITIES

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

GUEST POLICIES

1. Residents, Non-Resident Members, and Renters are responsible for all actions taken by their Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter. Guests using amenities must be accompanied by a Patron at all times.
2. Residents, Non-Resident Members, or Renters under the age of 16 may not invite guests.

3. ~~Guests are not allowed to receive training instruction for any Amenities and Tamaya.~~

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RENTER'S PRIVILEGES

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

INSTRUCTOR / TRAINER POLICIES

~~An Instructor / Trainer must be approved by the Amenity Manager. A list of approved Instructors will be kept in the Amenity Manager's office and will be posted on the Tamaya Lifestyles website. There is an application fee of \$100. Each instructor must apply each year.~~

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~~Instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose~~

of improving their skills. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance skills constitute "instruction" and are prohibited. This policy does not apply to family members who provide instruction to each other.

1.

2.c. The following must be completed or provided by an Instructor/Trainer applicant prior to approval:

- ⊖ Certificate of Insurance (COI).
- ⊖ Waiver of Liability (e.g. Hold Harmless Agreement) signed by each student receiving instruction. A parent or legal guardian must sign a Waiver of Liability for each student under 18 years of age.

Successfully pass a criminal background check which will be paid for by the applicant. Included in application fee.

⊖

3.d. Instructors / Trainers are not allowed to invite Non-Resident / Guests to receive Instruction / Training.

e. Instructors / Trainers will provide a weekly list of trainees and their addresses that were trained during the week prior, to the Amenity Manager

4. A 5-10% revenue sharing is required of the instructors/trainers. Tamaran residents who are approved to provide instruction/training shall share revenue at a rate of 5%. Nonresident approved trainers/instructors shall share revenue at a rate of 10%. This is to be paid to the Amenity Manager monthly and not into the general fund of the community. Instructors/trainers who fail to keep current on paying their stipends will be removed from the list of approved District instructors/trainers.

5.g. Instructors / Trainers shall abide by the District's Amenity Facility Policies while using an Amenity.

6.h. Instructors / Trainers not following these policies may have their access to the Amenity privileges suspended.

7.i. Instructors / Trainers must keep compliance up to date.

8.2. Instructors / Trainers are not permitted for tennis. Instruction for tennis is not permitted at anytime any time. Remove.

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GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.
2. All users of amenities must present their Identification and Access cards upon request by staff at any Amenity Facility. Each Amenity has different minimum age requirements, please refer to specific Amenity sections to determine minimum age allowed.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the Board upon consultation with the Facility Manager.

- o Tamaya Hall Hours: Closed on Mondays; Tuesdays-Saturdays: 12:00 pm-6:00 p.m.; Sundays: 1:00 pm.-5:00 p.m. Monday-Saturday 9:00am - 6:00pm
- o Tennis Court Hours: Mondays-Thursdays: 7:00 a.m.-9:00 p.m.; (Fridays-Sundays): 7:00 a.m.-10:00 p.m. Every day from 7:00am- 10:00pm
- o Fitness Center: 4:00 a.m.-10:00 p.m.
- o Pools: 30 minutes after sunrise until 30 minutes before sunset. (Swim at your own risk)
- o Waterslide: (Seasonal Hours) ~~Tuesdays~~ Tuesdays -Saturday: 12:00 p.m.-6:00 p.m.; Sundays: 1:00 p.m.-5:00 p.m. -Open on the Monday of Memorial Day and Labor Day: 12:00 p.m.-6:00 p.m.. If July 4th is on a Monday: 12:00 p.m.-6:00 p.m.
- o Basketball: Sunrise -Sunset

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4. Vehicles and golf carts operated by a resident, non-resident member or a renter, must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situation. Vehicles should not be parked on CDD common grassy areas throughout the community (e.g. pocket parks and other common grassy areas). Vehicles cannot block the normal flow of traffic in any way that limits the ability of emergency service workers to respond to situations.

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5. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
6. Only District employees, District contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
7. The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy,

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and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.

8. All lost or stolen Access cards must be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards as set forth herein. Any damage to Tamaya property as a result of a stolen or lost card may be the responsibility of the Resident, if not reported to the Amenity Manager's office within 24 hours of the loss being discovered.
9. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Amenity Manager, if any.
10. Disregard for rules or policies or failure to follow instruction by Amenity Manager may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
11. No climbing over or swinging on ladders, fences, or railings is allowed.
12. Residents and Guests of all ages shall treat all staff members with courtesy and respect.
13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
14. Skateboarding is not allowed on the Amenity Facility property at any time.
15. Bicycles, scooters, and skateboards are not permitted inside any Amenity Facility building (e.g. Tamaya Hall, Fitness Center, Group Exercise Room, ~~Amenity~~and ~~Amenity~~ Center Breezeway) or on the pool deck at any time.
- ~~16~~5. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- ~~17~~6. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Amenity Manager.
- ~~18~~7. The Amenity Facility shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
- ~~19~~8. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.

- | ~~2019.~~ The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- | ~~219.~~ Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
- | ~~221.~~ All Patrons and their guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility and shall ensure that any minor for whom they are responsible also complies with the same.
- | ~~232.~~ Public displays of affection which are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.
- | ~~243.~~ Any person using any District amenity shall have a District acceptable photo identification card, which indicates their birthday, with them at all times. A valid student identification card may be used for a person under 18 years of age. This policy does not apply to a minor when accompanied by a parent or legal guardian.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron and their Guest assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons and their guest shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall

hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Owners are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with all current ordinances of the City of Jacksonville. It is the owners' responsibility to ensure that all dogs, including Service Animals, are healthy, vaccinated and collared with identification.

1. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.
2. A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.
3. The District may exclude or remove from its premises a Service Animal if the Service Animal is out of control and its handler does not take effective action to control it, the Service Animal is not housebroken, or the Service Animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a Service Animal. If a Service

Animal is excluded or removed for being a direct threat to others, the District shall provide the Individual with a Disability the option of continuing access to the District's premises without having the Service Animal on the premises.

4. A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal commits a misdemeanor of the second degree, punishable as provided in sections -775.082 or 775.083, Florida Statutes, and may be subject to expulsion from the District's premises and/or suspension or termination of Amenities privileges as described herein.

GENERAL BEACH CDD AMENITY FACILITY USAGE POLICY

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

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

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

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GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

A. General Swimming Pool Rules

1. All users of amenities must present their Identification and Access cards upon request by staff at any Amenity Facility. At any given time, a Patron may allow up to four (4) Guests to the swimming pool per household (unless a greater number of guests has been approved by the Amenity Manager).

2. Children under fifteen (15) years of age must be accompanied at all times by a Patron during usage of the pool facility.

3. No ~~hanging~~ pushing, running, throwing any item or other horseplay is allowed in the pool, ~~slide~~ or on the pool deck area.

4. Diving is prohibited.

4. ~~No hanging on guard rails or jumping from the ladder~~

5-6. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics or group fitness classes. ~~Would like to remove.~~

6-7. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Everyone must adhere to swimming pool rules at all times.

7-8. Showers are required before entering the pool.

8-9. Glass containers are prohibited.

9-10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pools/deck area.

10-11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices, ~~and other recreational items such as balls~~ and pool toys must meet with staff approval. The Amenity Manager reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility. ~~Remove highlighted.~~

11-12. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.

12-13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters, and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.

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~~13.14.~~ The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.

~~14.15.~~ Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.

~~15.16.~~ Proper swim attire (no cutoffs **or string bikinis**) must be worn in the pool. **Change to Family friendly**

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~~16.17.~~ Chewing gum is not permitted in the pool or on the pool deck area.

~~17.18.~~ The changing of diapers or clothes is not allowed poolside.

~~18.19.~~ No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.

~~19.20.~~ Radio controlled watercraft are not allowed in the pool or the pool area.

~~20.21.~~ Pool entrances must be kept clear at all times.

~~21.22.~~ Swinging on ladders, fences, or railings is not permitted.

~~22.23.~~ Pool furniture is not to be removed from the pool area

~~23.24.~~ Loud, profane, or abusive language is prohibited.

~~24.25.~~ Physical or verbal abuse will not be tolerated.

~~25.26.~~ The District is not responsible for lost or stolen items.

~~26.27.~~ Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.

~~28.~~ The deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Amenity Manager.

~~29.~~ **No food, glass, or beverages (except bottled water) in the pool or on pool wet deck, add to**

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~~27.30.~~ **Discreet alcohol (i.e., unobtrusive, unnoticeable), use allowed four feet from pool edge, add to**

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~~31.~~ **No swimming instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor receive swimming instruction on Beach CDD pools. Swimming instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to**

another person for the purpose of improving their swimming skills. While practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a swimmer's skills constitute "swimming instruction" and are prohibited. This policy does not apply to family members providing swimming instruction to each other.

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B. Additional Rules for Lap Pool

1. Swimmers have priority on the use of the Lap Pool, for the purpose of swimming laps.

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2. If swimmers are present, you must clear the lane to avoid interference.

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3. Children under age of 15 must be accompanied and supervised by a patron at all times.

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3. Waterslide Rules

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

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SWIMMING POOL THUNDERSTORM POLICY

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

FITNESS CENTER POLICIES

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

1. **Eligible Users:** Children under sixteen (16) years of age must be accompanied at all times by a Patron during usage of the Fitness Center. No one under the age of twelve (12) is allowed in the fitness center at any time. One guest is permitted.



2. **Food and Beverage:** Food, including chewing gum, is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

3. **Emergencies:** For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

4. **Hours:** The Fitness Center is available for use by Patrons and guests during the hours of 4:00am to 10:00pm.

4:--

5- General Policies

GENERAL POLICIES:

1. Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits but no swimsuits are allowed.

2. The fitness center is family friendly. The fitness center was not built for and is not intended for powerlifting or special heavy weight training that requires safety equipment not available at the fitness center.

3. No horseplay, aggressive or boisterous behavior, or rough play is allowed in the fitness center.

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a. 4. The equipment is intended for exercise. Please do not sit on the equipment and surf the Internet, watch videos, listen to music or podcasts, or text.

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b. 5. Each individual is responsible for wiping off fitness equipment after each use using provided disinfectants.

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e. 6. Only approved Instructor / Trainers are permitted in the District Fitness Center. The approved Instructor / Trainer list will be in the Facility Manager's office.

d. 7. Hand chalk is not permitted to be used in the Fitness Center.

8. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.

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f. 9. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment. Use hooks or lockers provided by the Amenity Facility.

g. 10. Fitness equipment may not be removed from the Fitness Center. Weights must remain in the designated free weights area. Weights are not to be taken into the Group Fitness Room unless approved by the Facility Manager.

h. 11. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.

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i. 12. Return weights to their proper location after use.

13. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area

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14. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

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Gym Policies for Machine Use and Equipment Sharing

1. Time Limit on Machines

a. Cardio equipment (e.g., treadmills, ellipticals): 30-minute limit during peak hours.

b. Weightlifting stations (e.g., squat racks, bench presses): 15-minute limit if others are waiting.

2. Share Equipment During Rest Periods

2. If performing sets with rest periods, members should allow others to "work in" during their breaks.

3. Respect the Gym's Busy Hours

3. During high-traffic times, members are encouraged to limit extended conversations or phone use while on machines or with equipment.

4. Be Mindful of Equipment Hoarding

4. Using multiple pieces of equipment simultaneously for circuit training during peak hours is discouraged unless pre-approved by gym staff.

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TENNIS FACILITY POLICIES

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

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

1. *Eligible Users.* Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Tennis Facility. The limit is 4 players per court, one must be a Patron. One court per Household. Parents are not allowed to drop off children under 12 years of age without specific supervision by a Patron.

2. *Hours.* The Tennis Facility shall be available from 7:00am until 10:00pm during the weekdays and 7:00am until 10:00pm on weekends.

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3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

4. *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times. No black-soled or open-toe shoes are permitted.

5. *Availability:* The tennis courts are available on a “first come, first served” basis for Patrons. Each Patron and the Patron’s guests are limited to the use of one (1) tennis court for one (1) hour when others are waiting. If you find it necessary to “bump” other players when it is your turn to play:

- a. Never attempt to enter someone else’s court before your turn.
- b. Never enter the court or distract players while others are in the middle of a point or game.
- c. Wait outside the entrance gate and politely inform the players that it is your turn.
- d. Allow players to finish out one more point, and then begin the player changeover for the court.
- e. When others are waiting, only Patrons may “hold” a court, and only for no more than ten minutes and those ten minutes are included in the one-hour time limit to use the court (i.e., usage is limited to 50 minutes if the court is held for ten minutes).

- f. No Tournaments or Camps are allowed.

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- g. Instruction of tennis is not permitted.

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General Policies

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a. No tennis instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor receive tennis instruction on Beach CDD courts. Tennis instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their tennis skills. This includes, but is not limited to, instruction on stroke production, footwork, strategy, and match play. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a player's skills constitute "tennis instruction" and are prohibited. This policy does not apply to family members provided tennis instruction to each other.

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- a.b. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

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- b.c. Tennis Courts are to be used for Tennis only.

- e.d. Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).

- d.e. The Tennis Facility is for the play of tennis only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.

f. Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis courts. No tennis instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor receive tennis instruction on Beach CDD courts. Tennis instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their tennis skills. This includes, but is not limited to, instruction on stroke production, footwork, strategy, and match play. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a player's skills constitute "tennis instruction" and are prohibited. This policy does not apply to family members provided tennis instruction to each other.

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~~f.h.~~ No chairs other than those provided by the District are permitted on the tennis courts.

~~g.i.~~ No jumping over nets.

~~h.j.~~ Players must clean up after play. This includes “dead” balls, trash, cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.

~~i.k.~~ Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.

~~j.l.~~ Brush court after use is required.

TENNIS COURTS: THUNDERSTORM POLICY

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

BASKETBALL FACILITY POLICIES

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

1. *Eligible Users.* Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Basketball Facility. The maximum number of people on the Basketball Court is 10. There is a limit of 4 Guests per Household at any time.
2. *Hours.* The Basketball Facilities are available for use from sunrise until sunset. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.
4. *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
5. The basketball courts are available on a “first come, first served” basis. Players are limited to the use of one (1) basketball half-court when others are waiting.
6. *General Policies*
 - a. The use of profanity or disruptive behavior is prohibited.

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- b. Persons using the Basketball Facilities must supply their own basketballs. Basketball, if available, may be obtained from the office.
- c. The Basketball Facilities is for the play of basketball only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, golf carts, vehicles, and scooters are prohibited from the basketball facility.
- d. Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball courts.

e. No chairs other than those provided by the District are permitted on the courts.

f. The courts must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

g. No basketball instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give or receive basketball instruction on Beach CDD courts. Basketball instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their basketball skills. This includes, but is not limited to, instruction on shooting and passing production, footwork, strategy, and match play. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a player's skills constitute "basketball instruction" and are prohibited. This policy does not apply to family members who provide basketball instruction to each other.

h. Patrons who would like to use the basketball courts for events such as organized games for birthday parties or other special events must speak with the Amenities Manager prior to the event for permission to hold such events on Beach CDD basketball courts. This may also require a waiver for the number of guests allowed on Beach CDD basketball courts.

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EVENT LAWN POLICIES

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

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

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

2. *Vehicles.* No bicycles, scooters, skateboards, hover boards, golf carts (without prior approval by the Amenity Facility Manager), or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the lawn.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the lawn.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

The lawn must be left clean after use. Pick up all trash, cups, plastic bottles, etc

PLAYGROUND POLICIES

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

Playground equipment manufacturers and safety organizations emphasize the importance of active supervision to ensure children's safety during play. Although Florida law does not impose specific requirements on parental supervision at playgrounds within state facilities, parents share a responsibility to ensure children's safety during play. While not legally mandated, it is strongly recommended that parents actively supervise their children at playgrounds to ensure their safety. Active supervision involves being present, attentive, and engaging with your child during play to prevent accidents and respond promptly to any incidents. Adhering to recommended supervision practices and being vigilant about playground conditions can help create a safer environment for all children.

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

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1. Supervision by someone who is sixteen (16) years of age and older is required for children under the age of twelve (12) years old- ten (10) years old. Supervision by someone under the age of sixteen (16) years of age is permitted with written consent of the parent of the child being supervised. All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

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2. Footwear is required. Loose clothing, especially with strings, is prohibited.

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2. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.

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3. No food, drinks or gum are permitted on the playground. Beverages are permitted if contained in non-breakable containers with screw top or sealed lids on the playground but not on playground equipment.

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4. No food or gum permitted on the playground.

5. No pets of any kind are permitted at the playground.

6. No glass containers are permitted at the playground.

7. No jumping off from any climbing bar or platform.

8. Profanity, rough-housing, and disruptive behavior are prohibited.

9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

10. The playground must be left clean after use. Pick up all trash, cups, plastic bottles, etc

NO FISHING POLICY

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

GENERAL FACILITY RENTAL POLICY

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

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

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

- A. Residents (includes both events held by the Resident and events sponsored by the Resident)
- B. Renters
- C. Non-Resident Members
- D. Homeowners Association
- E. Community Clubs

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

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<u>Event Facility Rentals</u>	<u>Rental Rate</u>	<u>Security Deposit</u>
• Boardroom (Up to 4 Hours, Limit of 12 people):	\$150.00	\$150.00 Additional \$25.00 p/hour
• Pool Cabana (Up to 4 Hours, Limit of 25 people, includes use of pool):	\$150.00	\$150 Additional \$25.00p/hour
• Palm Court & Bar (Up to 4 Hours, Limit of 50 people, includes use of Pool):	\$200.00	\$200.00 Additional \$25 p/hour

- Tamaya Hall (Up to 6 Hours, Limit of 80 people): \$700.00 \$750.00
Additional \$25.00 p/hour

- Tamaya Hall, Palm Court & Bar (Up to 8 Hours, does not include use of Pool): \$1,050.00 \$750.00

- Group Fitness Room (Up to 4 Hours, Limit of 25 people): \$200.00 \$350.00

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

No Charge

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for the rental period, Patrons are encouraged to use a rental company that provides insurance for the District's property, including the Large Event Lawn. Any use of the Large Event Lawn by more than 100 guests shall require the District's written approval.

NOTE: All of the Rental Rates set forth in the above chart are subject to the Credit Card Convenience Fee.

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

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

5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:

- a. Ensure that all garbage is removed and placed in the dumpster.
- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off counters, table tops and sink area.
- e. Replace garbage liner.
- f. Clean out and wipe down the refrigerator, and all cabinets and appliances used.
- g. Clean any windows and doors in the rented area.
- h. Ensure that no damage has occurred to the Amenity Facility.
- i. Patron and Patron's guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.
- j. Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental. If additional damages have occurred to the property, the renter will be responsible for any additional cost to return property to original condition it was rented. The deposit will be returned within 10 days of rental if no costs to repair have occurred.

6. *Staffing:* During the Amenity Facility's operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) people or less are not required to pay for additional staff unless otherwise required by the District. For events with more than twenty-five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate determined by the Facility Manager per event.
7. *Alcohol Policies:* Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by

any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.

8. *Additional Policies:* The following additional policies apply to any rental of an Amenity Facility or space:

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

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SUSPENSION AND TERMINATION OF PRIVILEGES

1. 1.—Introduction. This rule addresses the suspension and termination of privileges to use the Beach Community Development District's ("District") recreational facilities ("Amenities").

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2. 2.—Violations. The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:

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Violations

- a. Submits false information on any application for use of the Amenities.
- b. Permits the unauthorized use of an amenity pass.
- c. Exhibits unsatisfactory behavior, deportment or appearance.
- d. Fails to pay fees owed to the District in a proper and timely manner.
- e. Fails to abide by any policies or rules established for the use of the Amenities.
- f. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
- g. Does not follow instructions of the Amenity Manager or staff or provides false answers to the Amenity Manager or staff upon questioning.
- h. Damages or destroys District property.
- i. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

3. Reporting of Violations.

For all offenses outlined in Section 2 above, the District Manager, or District's Amenity Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Amenity Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or the Amenity Manager, as the case may be. This report will have the incident listed, with date, and a warning of the suspension policy of their next offense. These offenses should be reported to the Board of Supervisors at monthly meetings.

Patrons may file a complaint to the Amenity Manager at any time. If a Patron files a complaint, the complaint must have a response to the complaint within 48 hours. Response should state the actions that will be taken as a result of the complaint.

4. Suspension

The Amenity Manager has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to 30 days for infractions including but not limited to those Violations described above. These infractions involve use of profanity or vulgarity, failure to follow staff directions, disrespect, or threats toward staff or other

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Patrons, disruptions of the operation and activities of the Amenities or when such action is necessary to protect the health, safety, and the welfare of Patrons or their guest(s) or to protect the District's facilities from damage.

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1st Offense

Verbal or written warning by Amenity Staff. Violation is recorded by Amenity staff and held on file by the District.

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Second Offense

Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District. Failure or refusal of the offender to sign the report will not invalidate the suspension.

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Third Offense

Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

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Suspensions can be the entire household depending on violations and who the violators are (i.e., children or guests of resident).

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Any violent confrontations happening on Amenity Facilities. Call 911.

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5. Suspension of Minors

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Any Resident under the age of eighteen (18) who is suspended from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent, legal guardian, or adult Patron at all times.

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6. 4. **Suspension by the District Manager or District's Facility Manager / Appeal of Suspension.** The District Manager, or the District's Amenity Manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Amenity Manager, shall take into account the nature of the conduct and any prior violations.

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7.

Appeal of Suspension

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A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The

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District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

~~58.~~ **Suspension or Termination by the Board.** The District Manager, or the District's Amenity Manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall ~~will~~ send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall ~~will~~ take into account the nature of the violation and any prior violations~~ns.~~

~~ns.~~

~~9. 9.6.~~ **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

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EXHIBIT 9

BEACH COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

FOR

AMENITY MANAGEMENT SERVICE AND FIELD MANAGEMENT SERVICES

TABLE OF CONTENTS

1. General Information for Proposers
2. General Description of District Facilities to be managed
3. Scope of Amenity Management Services Needed
 - A. Standard On-Going Services
 - B. Management
 - C. Personnel
 - D. Responsibilities
 - E. Additional Services
 - F. Litigation Support Services
 - G. Organization Chart
4. Scope of Field Services Needed
 - A. Standard On-Going Services
 - B. Additional Services
 - C. Litigation Support Services
5. General Proposed Information
 - A. Experience
 - B. Pricing
6. Additional Questions

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

SERVICES

1. GENERAL INFORMATION FOR PROPOSERS

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

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

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

Firms desiring to provide a proposal should submit a copy of the proposal no later

than Monday, **September 1st, 2025 at 12:00 p.m. (EST) Jackie Leger,**

e-mail: jleger@vestapropertyservices.com

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

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

Any and all questions relative to this project shall be directed in writing by e-mail only to Jackie Leger at jleger@vestapropertyservices.com, with an email copy to Wesley Haber at whaber@hgslaw.com.

2. GENERAL DESCRIPTION OF DISTRICT FACILITIES TO BE MANAGED

The Beach Community Development District consists of approximately 544.46 acres of land located entirely within the City of Jacksonville, Florida. The District owns, operates, and maintains various common areas with significant amounts of landscaping and hardscaping, an amenity center with swimming pools and water slide, playgrounds, fitness center and sports courts. (i.e. Tennis and basketball)

3. SCOPE OF AMENITY MANAGEMENT SERVICES NEEDED

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

B. MANAGEMENT:

1. Provide professional management and oversight to perform the services outlined in this contract.
2. Upon request, attend six board meetings and 50% of workshops to provide any updates or address concerns, remaining workshops can be via phone.
3. Be available to any board member for open and direct communications regarding any questions they may have within 48 hours.
4. Managing the recruiting, hiring, training, oversight, and evaluation of personnel.
5. Perform semi-annual performance assessments of Field Management staff, and monthly review of vendors as directed, (attached is a vendor assessment schedule).
6. Proactively mitigate and manage risk and impact of management and staff turnover.
7. Provide a 24 hour emergency contact person(s) and their numbers.

C. PERSONNEL: As the appointed Field Management agency you shall provide the services of Clubhouse personnel that will be assigned to the District. A general description of these positions are provided below:

1 Field Operations Manager:

Shall be employed as full time, salary position. Hours to be 7am-3pm with flexibility as the job requires. Shall maintain the general maintenance, preventative maintenance, and field operation duties of the District amenities. Electro-Mechanical skills needed for pumps.

If this Manager is CPO certified, a full time Maintenance Technician will be needed. If not, an hourly part time Maintenance Technician will be needed.

* will be next to responsibilities for CPO certified.

2. Maintenance Technician

Shall be employed as full time hourly position. Hours to be 10am-5pm with flexibility as the job requires. Will work in conjunction with Field Manger. If no CPO Certified Manager, this position would be part time.

3. Clubhouse Manager:

Shall be a full-time, salary position to oversee and supervise the amenity facilities. Hours shall be 9am-5pm with flexibility. They are the **key** onsite representative of the Consultant. The Clubhouse Manager shall have the responsibilities of overseeing all personnel along with outside services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board of Supervisors and District Manager.

The clubhouse manager will also oversee and be the primary contact for the enforcement of the Beach CDD's amenity policies. The Beach CDD Board reserves the right to interview and provide the contractor with feedback on candidates for the Clubhouse Manager.

4. Event Coordinator:

Shall be a full-time position, Wednesday-Sunday, 12pm-8pm. Hours may be flexible. **This individual should possess experience in event planning and with dealing successfully with community residents.** Individual must be highly relational, **personable**, and energetic. They are responsible for developing, organizing, promoting, and managing activities and events for the community. Also they will assist the Clubhouse Manager in day-to-day operations.

The Beach CDD Board reserves the right to interview and provide the contractor with feedback on candidates for the Event Coordinator.

5. Seasonal Pool Attendants:

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

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

D. RESPONSIBILITIES:

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

Field Operations Manager

1. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
2. Manage district contractors to ensure quality service is provided to the community.
3. Inspect District common areas and report any problems to the appropriate vendor, Amenity Manager, District Supervisor, and BOS Chair, to the Board.
4. Document all safety or security incidents or accidents and forward to the Clubhouse Manager and District Manager.
5. Prepare and obtain quotes in a timely manner for services when directed by the District Manager or Board.
6. Display flexibility in handling after-hours emergency calls.
7. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas, pressure wash furniture, daily chemicals check, report landscaping issues.
8. Basketball Court: Empty waste receptacles and pick up debris.
9. Provide daily inspections of the fitness center to ensure its cleanliness and all equipment is functioning properly.
- 10.. Main Entrance: pick up debris.
11. Tennis Court Maintenance includes: watering the courts, dragging the clay courts, adding sand when necessary, sweep after dragging, stripe courts when necessary; frequency 3-5 times per-week.
12. Replace light bulbs.
13. Control cobwebs around the Clubhouse.
14. Check conditions of roads, sidewalks, and curbs and amenities under the Beach CDD property on daily and report any issues to District Supervisor, BOS Chair and liaison, as appropriate.
15. Parking Lot: Pick up litter, blow off debris.
16. Touch up paint interior and exterior.
17. Check playground equipment, empty receptacles, and pick up debris.
18. Check street signs and informational signs and report any issues to Amenity Manager.
19. Perform minor repairs to the entrance/exit gates.
20. Perform repairs to equipment and facilities as needed, specialty equipment may require onsite vendor, e.g., gym equipment and playground equipment.
21. Process and manage work orders and update Amenity Manager with project status and completion.

22. Inspect Clubhouse and amenities and restrooms daily, restock supplies as needed and insure basic tidiness.
23. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment with appropriate approval from the BOS.
24. Submit monthly receipts and invoices for supplies, consumable and other items approved to the Board and purchased with the Beach CDD-supplied credit card.
- *25. Shall be CPO certifies and provide day –day maintenance of the amenity pool equipment and equipment area, the lap and recreational pools, the pool slide and the splash pad.
- *26. Oversee the provision of pool chemicals and supervise the vendor/supplier.
27. Vacuum and skim the tops the pools as needed. There is automatic Vacuum for pools.
28. Pressure wash as needed in Amenity Area and CDD property.
29. Full knowledge of all rules and regulations of the amenities.
30. Responsible for documenting and working with the Amenity Manager on enforcing the District Policies.

Maintenance Technician.

Shall assist the Field Manager in all day-to-day operations listed under Field Operations Manager.

Clubhouse Manager-

1. Responsible for day-to-day operations, adhering to District budget and assist in managing vendor contracts relating to the clubhouse and community assets, development of standard operating policies and procedures.
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
3. Work with assigned contractors to ensure quality service is provide to the community.
4. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency.
5. Full knowledge/awareness of all District rules and regulations of the amenities. Primary contact for the enforcement of all the District policies and procedures.
6. Ensure an immaculate overall appearance of the Clubhouse and amenities.
7. Weekly inspections of District property and common areas and report any problems to the appropriate vendor, District Supervisor, BOS, Chair and BOS Liaison.
8. Make daily visits to and inspections of the fitness center. Enforce the fitness center policies.
9. Attend and participate in District Board of Supervisor Meetings when requested.
10. Issue and activate access cards for residents and update security system as needed.

11. Process access card purchase requests. Maintain log of all detailed transactions and submit a monthly report to the District Supervisor, BOS, Chair, and BOS-Finance team liaison.
12. Handle all resident requests, inquiries, and complaints, within 72 hours.
13. Make regular updates to database and website. In addition, IT Tech Services, including remote in and on site as needed for Tamaya owned devices.
14. Inform residents of general information, meetings, and community updates. Oversee and prepare community newsletter, provide a minimum of seven days' notice of events scheduled.
15. Manage & maintain the quality of the District's amenities & resources to ensure and maintain the appropriate level of services provided by the District.
16. Display flexibility in handling after-hours emergency calls.
17. Responsible for enforcing the District Policies and Rules.
18. Complete private event rental forms, security deposits, and check-in/out documents.
19. Prepare any incident or accident reports and forward to the District Manager & BOS Chair.
20. Submit a weekly report to the District Manager.
21. Submit a monthly Operations Manager report to the District Manager.

Include:

1. Maintenance actions.
 2. Administrative actions.
 3. Incidents and issues.
 4. Resident Payment Log.
 5. Recommendations.
 6. Regarding Expenditures (via Beach CDD supplied credit card)
22. Purchase supplies, consumables, and other items as approved by the Beach CDD, and timely review and monthly submission of receipts & invoices.
 23. Document, organize, and manage warranties, regular maintenance, and inspections for the facilities as needed (fire inspections, pest control, mechanical systems, and security alarm). List of inspections to be supplied.
 24. Document what actions were taken and the date of any complaint.
 25. Prepare and obtain quotes for services when directed by the District Manager or Board.
 26. Responsible in maintaining high standards of appearance, cleanliness, and condition of CDD property.

27. Oversee and assist Event Coordinator with creation and implementation of community events and activities.

28. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment with appropriate approval from the BOS.

29. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse/ Field Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. An additional approved fee schedule will be provided to determine the total cost for each event, including (JSO rate, law requires you to staff to officers, on-site staff cost, plus a refundable clean-up rate). This cost is not covered in the OMM Budget or rental rates.

30. Process and manage work orders and update Clubhouse/ Field Manager with project status and completion.

31. Inspect Clubhouse and amenities and restrooms daily, restocking supplies as needed and insure basic tidiness.

Event Coordinator

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events. Must have some experience in planning these events.

2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.

3. Provide monthly event financial summaries to Clubhouse Manager.

4. Troubleshoot and smooth issues relating to the successful execution of events.

5. Manage and adhere to budgeted line items associated with events.

6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs.

7. Purchase and display of seasonal, event, and activity decorations.

8. Purchase (Beach CDD supplies with District credit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.

9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.

10. Assist Clubhouse/ Field Manager with creation of community newsletter and other event emails to community.

11. Assist with the general daily operations, management, and organization of all activities.

12. Assist as required with CDD Board of Supervisors and District Management requests.

13. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
14. Any other duties assigned by Clubhouse Manager.
15. Assist Clubhouse/ Field Manager in the day-to-day operations.
16. Interaction with residents and guests on a day-to-day basis.
17. Ensure an immaculate overall appearance of the amenities.
18. Assist in managing the private events calendar for the clubhouse.
19. Complete private event rental forms, security deposits and check in/ out documents.
20. Issue access cards, room rentals, and document sales in log.
21. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food/ drink restrictions, and guest policies.
22. Enforce the policies, rules and regulations of the District and facility.
23. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.

Pool Attendants Seasonal

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.

14. Clean and sanitize Clubhouse and amenities, as needed.

15. Any other duties assigned by Clubhouse/ Field Manager.

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

ADDITIONAL SERVICES:

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

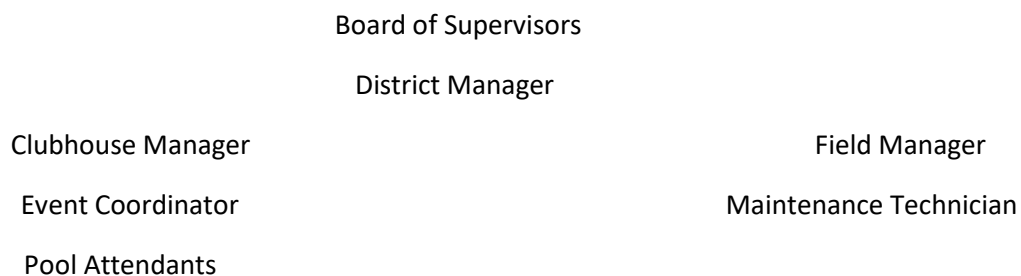
1. Ensure always reachable and available hours to the community residents with quick acknowledgement or turnaround
2. Provide robust communication strategy, channels, forms, etc. for residents to reach Clubhouse / Field Manager.
3. Provide feedback and suggestions for community lifestyle improvements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

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

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues. If any litigation support services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services.

ORGANIZATION CHART:



4. SCOPE OF FIELD MANAGEMENT SERVICES NEEDED

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

1. Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be reduced to writing and executed by both Parties;
2. Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things ,recommended action items;
3. Upon request of the District, attend monthly District meetings in person or via phone to review landscape maintenance inspection report;
4. Notify landscape maintenance contractors about deficiencies in service or need for additional care;
5. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time;
6. Provide input for preparation of the District's annual budget;
7. Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. This service is only to be provided once per fiscal year at no additional charge to the District. Additional requests for this service will require a proposal be presented to the Board and approval by the District prior to conducting such additional services; and
8. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.
9. Provide a plan that breaks down the scope of inspection by area/sections that also defines the process in which monthly inspections will occur, including but not limited to:
 - a. Turf, bushes, trees, mulch, flower beds, weeds, etc.
 - b. Parks, trails, mediums, walkways, recreational areas, amenities, etc.
 - c. Conservation areas, between/behind homes, outside of community, etc.

5. GENERAL PROPOSED INFORMATION

- Proposer General Information:

Proposer Name

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any)

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• Company Standing:

Proposer's Corporate Form:

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

In what State was the Proposer organized? _____ Date _____

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

If no, please

explain _____

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

If no, please

explain: _____

• What are the Proposer's current insurance limits?

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date _____

• Licensure – Please list all applicable state and federal licenses, and state whether

such licenses are presently in good standing:

EXPERIENCE

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

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of
Project: _____

Dates Serviced: _____

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

2021 = _____

2022 = _____

2023 = _____

2024 = _____

2025 = _____

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

2021= _____

2022 = _____

2023 = _____

2024 = _____

2025=_____

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

Project Name/Location:_____

Contact:_____ Contact Phone:_____

Project Type/Description:_____

Dollar Amount of Contract:_____

Your Company's Scope of Services for

Project:_____

List of subcontractors

used:_____

Is this a current contract? Yes ____ No ____

Duration of contract:_____

- Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any amenity center management and/or grounds maintenance management or field management services within the past 3 years? Yes ____ No ____

For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location:_____

Contact:_____ Contact Phone:_____

Project Type/Description:_____

Dollar Amount of Contract:_____

Scope of Services for

Project:_____

Dates Serviced: _____

Reason for
Termination: _____

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

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

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

If yes, please describe each
incident _____

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

If yes, please provide: _____

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

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

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

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

PRICING

Proposed Fee for Amenity Management and Staffing

(for hourly rates, indicate if the price is proposed to change in years 2 or 3) This must include all proposed costs of:

- Field Manager

- Year 1 \$ _____

- Year 2 \$ _____

- Year 3 \$ _____

- Maintenance Technician

- Year 1 \$ _____

- Year 2 \$ _____

- Year 3 \$ _____

- Clubhouse Attendant

- Year 1 \$ _____

- Year 2 \$ _____

- Year 3 \$ _____

Event Planner

-Year1 \$ _____

-Year 2 \$ _____

-Year 3 \$ _____

- Seasonal Pool Attendants

- Year 1 \$ _____

- Year 2 \$ _____

- Year 3 \$ _____

6. ADDITIONAL QUESTIONS

o What transition activities do you anticipate? Your plan of transition.

o Describe why your company is right for our community

o What makes your company unique among other property management providers?

o Anything else you would like to share about your company?

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

EXHIBIT 10

Beach CDD Property Management RFP+SLA Draft, September 2025

1. Introduction and Executive Summary

1.1. Overview of the Beach Community Development District

The Beach Community Development District (the “District”) is a local unit of special-purpose government established in accordance with Chapter 190, Florida Statutes, with a mission to plan, finance, construct, operate, and maintain community-wide infrastructure and services specifically for the benefit of its residents. The District comprises approximately 782 acres of land situated entirely within the City of Jacksonville, Florida. The governance of the District is entrusted to a five-member Board of Supervisors, which is initially elected by the property owners before transitioning to elections by resident electors.

The District is the owner, operator, and maintainer of a wide range of common areas and significant infrastructure. These assets include, but are not limited to, extensive landscaping and hardscaping, a 10,000 square foot amenity center featuring swimming pools and a water slide, playgrounds, a fitness center, and various sports courts such as tennis and basketball courts. The operational costs associated with these services are borne by the property owners within the District through a non-ad valorem assessment, which appears on their annual property tax bill and may fluctuate annually based on the adopted budget. This method of funding ensures a consistently high level of public facilities and services, which helps to protect the long-term property values within the community.

1.2. Purpose of the Request for Proposals

The District is issuing this Request for Proposals (RFP) to solicit detailed proposals from qualified firms interested in providing high-quality amenity management and field management services. These services are considered professional services under Florida law and are not subject to competitive bidding. The objective of this solicitation is to identify a professional firm with the requisite experience, knowledge, and training to manage, oversee, operate, and maintain the District’s facilities with the highest degree of professionalism and efficiency. The RFP is designed to be comprehensive, delineating the full scope of expectations, from daily operational tasks to broader administrative and financial responsibilities. The ultimate goal is to establish a long-term partnership with a firm that can deliver superior service, ensure resident satisfaction, and adhere to the rigorous standards of financial accountability and legal compliance required of a public entity.

1.3. Summary of Key Services and Requirements

The scope of work outlined in this RFP is extensive and is separated into distinct service categories, although a single firm may be awarded one or more of these services. The core service areas include:

- **Amenity Management Services:** This encompasses the professional management and oversight

of the amenity center and its staff, including resident relations, access control, event planning, and the day-to-day operations of recreational facilities.

- **Field Management Services:** This involves the proactive oversight of the District's grounds and infrastructure, including regular inspections of landscaping, hardscaping, roads, and other common areas, as well as the management of third-party maintenance contractors.

The successful proposer must be a firm authorized to do business in Florida, possess all necessary state and federal licenses, and provide a comprehensive proposal detailing their experience, qualifications, and pricing for a three-year term. The selection process will consider a multitude of factors, with a strong emphasis on the firm's experience, reputation, and proven track record of managing similar properties.

2. General Proposer Information and Qualifications

2.1. Administrative and Legal Requirements

To be considered for the provision of services, all proposing firms must meet a comprehensive set of administrative and legal requirements. First and foremost, a proposer must be a firm that is authorized to do business in Florida and holds all required state and federal licenses in good standing. This includes being registered with the State of Florida Division of Corporations. As part of the proposal, each firm must provide a complete and detailed overview of its corporate standing, including its corporate form (e.g., individual, corporation, partnership, limited liability company), the state and date of its organization, and confirmation of its good standing with that state.

Furthermore, as a matter of legal compliance and public integrity, the successful vendor must adhere to the E-Verify requirements stipulated in Section 448.095, Florida Statutes. This requires the vendor to 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 contract may be terminated immediately for cause if the District believes in good faith that the vendor has knowingly violated this statute. The vendor is also prohibited from entering into agreements with subcontractors without first receiving an affidavit from the subcontractor verifying their compliance with the E-Verify statute and their commitment to not employ, contract with, or subcontract with an unauthorized alien. This is a critical legal safeguard to ensure that all personnel involved in the provision of services are legally authorized to work in the United States.

2.2. Experience and References

Demonstrated experience is a crucial factor in the selection process. Proposers are required to furnish at least three references from projects of a similar size and scope to the Beach CDD. For each reference, the proposal must include a name, address, and phone number of a contact person, along with a description of the work performed by the proposer. The RFP explicitly asks if the firm has previously performed work for a community development district or a master-planned residential community in excess of 400 acres. If so, the firm must provide detailed information for each project, including the project name, location, contact, project type and description, the dollar amount of the contract, the scope of the services provided, and the dates of service. The RFP also requires a minimum of five years of experience in community association or CDD management and experience managing properties with similar amenity portfolios.

In addition to project-specific references, firms must provide a five-year history of their total annual dollar value for both amenity center management and field management services. This financial history provides an objective measure of the firm's scale and consistency in performing the requested services. The proposal must also include information for any similar projects currently underway or completed within the past five years, specifying the dollar amount, scope, subcontractors used, and contract duration.

2.3. Company Standing and Compliance History

Beyond general experience, the District requires a thorough review of the proposer's and its supervisory personnel's legal and safety compliance history. This is a critical component of risk management for a public entity. Firms are required to disclose if they, or any of their principals, have been terminated from any amenity center management or field management service contract within the past three years. If a

termination has occurred, the proposer must provide detailed information on the project, including the contact person, the reason for termination, and the scope of work.

This stringent vetting process also extends to safety and legal matters. Proposers must disclose any citations from the Occupational Safety and Health Administration (OSHA) for job site or office safety violations in the last five years, providing a description of each violation, the associated fine, and its resolution. Similarly, they must report any worker injuries that resulted in more than ten working days lost within the same five-year period. Furthermore, the proposer must state whether they or any of their affiliates are currently barred or suspended from bidding on any state, local, or federal contracts, providing the names of the entities, the state(s) of suspension, and the basis for the action.

The request for a detailed history of litigation and governmental enforcement actions (e.g., fines, penalties, licensure issues) over the past five years is not a mere formality; it is a direct reflection of the District's commitment to protecting the public interest. As a public entity subject to Florida's Sunshine Law and public records requirements, the District operates under a heightened level of scrutiny. A history of legal or regulatory issues with a vendor could transfer significant financial and reputational liability to the District. By requiring a prospective contractor to disclose such a history, the District is able to perform a comprehensive risk assessment. This rigorous pre-qualification process is a fundamental tool for ensuring that the chosen partner is not only capable of performing the services but also operates with the integrity and stability expected when managing public assets and funds. It aligns with best practices for public procurement, which emphasize due diligence beyond price alone to ensure the long-term success and legal security of the partnership.

2.4. Insurance and Indemnification Requirements

The proposer must demonstrate that it holds and will maintain throughout the term of the agreement a robust insurance portfolio with specific minimum limits. These include:

- **Workers' Compensation:** At statutory limits.
- **General Liability:** With a minimum of \$2,000,000 in general aggregate and \$1,000,000 for each occurrence, products/completed operations, and personal injury & advertising.
- **Comprehensive Automobile Liability:** Covering all owned, non-owned, and hired vehicles used in connection with the work, with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- **Employer's Liability Coverage:** With a minimum limit of \$250,000.
- **Professional Liability Coverage:** In the amount of \$1,000,000.
- **Excess (Umbrella) Liability:** With limits of not less than \$5,000,000.

An insurance certificate evidencing compliance with these requirements must be submitted to the District prior to the commencement of any performance. Crucially, the District, its Board members, District Manager, and professional staff must be listed as additional insureds on the General Liability, Umbrella, and Automobile Liability policies. All policies must also waive any right of subrogation against the District and be primary and non-contributory. These insurance requirements are in place to ensure that any liabilities or claims that arise from the contractor's operations can be resolved without exposing the District to financial risk.

In addition to insurance, the contract includes a comprehensive indemnification clause. The vendor is required to defend, indemnify, save, and hold the District, its supervisors, officers, employees, and professional staff harmless from all loss, damage, injury, or any other claims resulting from the negligent acts or omissions of the vendor's officers, directors, agents, employees, or those over which the vendor has control. This provision is exhaustive and includes, but is not limited to, compliance with laws, employment-related claims, and damages arising from any act or omission of the aforementioned persons. The District has made it clear that it is paying for services in consideration of this

indemnification and that there is no limitation on the vendor's obligation under this provision. The indemnification clause serves to legally allocate risk, ensuring that the vendor, who is in direct control of the day-to-day operations and personnel, bears the financial responsibility for their own errors. This legal mechanism provides a critical layer of protection for the District, which, as a government entity, has a public duty to safeguard taxpayer funds from a vendor's negligence. This is a standard practice in Florida to ensure the contractor assumes responsibility for its own negligence.

3. General Description of District Facilities

3.1. Overview of Tamaya Community Assets

The Beach Community Development District is a local unit of special-purpose government with the authority to own, operate, and maintain a variety of common areas and recreational facilities. These facilities and assets are essential for serving the approximately 782 acres of land that comprise the community. The District's property includes a variety of common areas with significant amounts of landscaping and hardscaping.

3.2. Detailed Facility Inventory

The scope of property management services for the District will cover a wide and diverse range of facilities, each with its own set of unique operational and maintenance requirements. The key assets include:

- **The Amenity Center:** This central hub of the community includes a clubhouse, a fitness center, swimming pools, a water slide, and a splash pad.
- **Recreational Facilities:** The District owns and maintains a variety of recreational amenities, including playgrounds and sports courts for tennis and basketball.
- **Common Areas and Grounds:** The extensive common areas include a main entrance, parking lots, roads, sidewalks, curbs, and entrance/exit gates. There are also parks, trails, medians, and walkways that require routine maintenance and oversight.
- **Infrastructure:** The District is also responsible for maintaining other infrastructure, such as a fountain at the Beach Blvd entrance, street signs, informational signs, and the lighting systems within the facilities.

The comprehensive nature of these assets requires a property management firm with a broad range of skills, from the specialized electro-mechanical expertise needed for pool equipment to the detailed oversight required for landscape and hardscape contractors. The property management firm will be tasked with ensuring these facilities are not only operational but also immaculately presented and well-maintained to preserve the long-term property values of the community.

4. Scope of Services: Detailed Specifications

4.1. Amenity & Clubhouse Management

The provision of Amenity Management Services involves a high degree of professional oversight and resident interaction to ensure a safe, clean, and enjoyable environment.

4.1.1. Personnel and Staffing

The vendor is responsible for providing qualified personnel to staff the District's facilities. This includes the recruitment, hiring, training, and evaluation of all personnel. The key positions required are:

- **Clubhouse Manager (also referred to as Amenity/Lifestyle Manager):** A full-time, salaried position that serves as the key on-site representative for the contractor. The hours are typically 9 a.m. to 5 p.m., with flexibility as needed. This individual is responsible for overseeing all personnel, managing resident relations, coordinating with external entities, and interacting with the District's Board of Supervisors and District Manager. The Board reserves the right to interview and provide feedback on candidates for this position.
- **Event Coordinator:** A full-time position, typically Wednesday to Sunday from 12 p.m. to 8 p.m., with flexible hours. This individual must possess experience in event planning and be highly relational, personable, and energetic. They are responsible for developing, organizing, promoting, and managing community events and activities, as well as assisting the Clubhouse Manager with day-to-day operations. The Board also reserves the right to interview and provide feedback on candidates for this position.
- **Seasonal Pool Attendants:** These are seasonal, part-time, hourly positions responsible for overseeing the pool area, performing cleaning duties (e.g., emptying trash, cleaning restrooms), and immediately reporting any unsafe conditions.
- **Breezeway Staff:** Part-time, hourly positions responsible for entry monitoring, access control, and policy enforcement. Their duties include greeting each person, asking for an ID, verifying residency in the system (TEK Control or similar), and documenting all interactions in a log. They must monitor guest and visitor policies, ensuring limits are not exceeded (e.g., one guest for the gym, four for the pool). They are also responsible for walking the grounds to monitor for policy violations, picking up trash, and ensuring cleanliness. They must notify residents 15 minutes before pool closure and prepare the pool area for closing.
- **Maintenance Technician:** A full-time, hourly position working with the Field Manager. The District Manager and/or Board of Supervisors reserve the right to demand the removal or dismissal of any staff member on the grounds of negligence, misconduct, or dereliction of duty. The Contractor must provide a substitute at no additional cost if a staff member is on vacation.

4.1.2. On-going Operations

The on-site management personnel are responsible for a wide range of daily operations. Providing excellent customer service to residents and guests is a paramount responsibility to maintain a safe and comfortable environment. A core duty of the Clubhouse Manager is to manage resident requests, inquiries, and complaints, with a required response time of within 72 hours. The Clubhouse Manager is also the primary point of contact for the enforcement of the District's amenity policies and procedures. This includes issuing and activating resident access cards and maintaining a log of all transactions. Daily inspections of the Clubhouse, amenities, and restrooms are required to ensure cleanliness and

tidiness, with supplies restocked as needed. Weekly inspections of all District property and common areas are also mandated. The Clubhouse Manager is also responsible for a variety of administrative duties, including overseeing staff, managing vendor contracts relating to the clubhouse and community assets, and making regular updates to the District's database and website. They are also required to handle after-hours emergency calls and assist with IT technical services for District-owned devices.

4.1.3. Financial Administration

Financial administration is a core responsibility of the Amenity Management team. The Clubhouse Manager must adhere to the District's budget and is responsible for obtaining quotes for services when directed by the District Manager or the Board. They must oversee the purchasing, receiving, storage, and control of maintenance products and supplies with appropriate approval from the Board of Supervisors. All supplies and consumables purchased with the District-supplied credit card must be documented, and monthly receipts and invoices must be submitted. The vendor is also responsible for collecting and recording all revenue generated from events, sponsorships, or rentals and must remit these funds to the District at a minimum of once per month, keeping a close accounting of all revenue and expenditures. The contractor's compensation will be based on a cost-plus model with a maximum 30% markup on direct labor costs.

4.2. Field Management & Operations

The Field Management and Operations team is responsible for the upkeep and maintenance of the District's physical assets and grounds. The vendor must provide a full-time Field Operations Manager who reports directly to the District Manager. The Field Operations Manager is responsible for general maintenance, preventative maintenance, and field operations duties for the District amenities.

4.2.1. Infrastructure and General Maintenance

The Field Operations Manager has a highly detailed list of responsibilities for the physical upkeep of the facilities. These duties include:

- **Pools and Aquatics:** If CPO certified, the Field Operations Manager is responsible for the day-to-day maintenance of the amenity pool equipment, lap and recreational pools, the pool slide, and the splash pad. This includes using automatic and handheld vacuums at least three times a week, brushing and scrubbing tiles along the waterline weekly, and manually skimming strainers daily. The manager is also responsible for maintaining water quality, specifically ensuring pH and chlorine levels are within the ranges recommended by the Certified Pool Operator (CPO) Handbook, and ensuring compliance with Chapter 64E-9 of the Florida Administrative Code.
- **Tennis Courts:** This includes watering the courts, dragging clay courts, and adding sand as necessary, with a frequency of 3-5 times per week. They must also check and adjust irrigation weekly, rake clay back into the playing area, and maintain windscreens and nets.
- **General Grounds and Facilities:** The manager is responsible for inspecting District property and common areas at least weekly and reporting any issues to the appropriate vendor and the District Manager. They must perform a variety of minor repairs, including replacing light bulbs, touching up paint (interior and exterior), and repairing gates. Other duties include picking up litter and debris in parking lots and around the District, blowing off pool decks, and performing minor pressure washing with District-provided equipment. The vendor must also maintain street and informational signs and the fountain at the Beach Blvd entrance.

- **Preventive Maintenance:** The vendor is responsible for creating and adhering to a preventive maintenance schedule for all District assets, including HVAC systems, pool equipment, and fitness equipment. This ensures equipment longevity and prevents costly, unscheduled repairs. The vendor must also conduct building envelope inspections (roof, windows, doors) and inspections of electrical and plumbing systems.

4.2.2. Landscape and Irrigation Oversight

The Field Operations Manager is responsible for ensuring the quality of the District's landscaping through a series of oversight tasks. This includes performing one monthly landscape maintenance inspection to oversee onsite landscape contractors and ensure their compliance with District contracts. Following this inspection, a monthly landscape maintenance inspection report must be provided for the District's agenda package. The manager is also tasked with attending monthly District meetings to review the report upon request, notifying contractors about deficiencies, and monitoring their progress. A critical responsibility is to continuously attempt to reduce irrigation costs by reviewing monthly irrigation reports, investigating any unusual water usage, and immediately addressing any leaks or broken sprinklers.

4.2.3. Vendor Management and Procurement

The Field Operations Manager and Clubhouse Manager are responsible for actively managing all third-party vendors, including those for landscaping, janitorial, and pond management. This includes overseeing all goods and services delivered to the District to ensure they comply with contract requirements. The vendor must provide a plan for proactive vendor management, which includes implementing a performance tracking system or scorecard to regularly assess vendor performance. The vendor is also responsible for assisting the District with the procurement process, including developing a scope of services for landscape maintenance and overseeing the bidding process once per fiscal year. The vendor may be requested to provide proposals for additional bidding processes for other District services.

4.3. Community Events & Lifestyle Programming

A key component of amenity management is the provision of engaging community events and lifestyle programming, which is primarily the responsibility of the Event Coordinator.

4.3.1. Event Coordination

The Event Coordinator is responsible for developing and coordinating special events, programs, and recreational activities for the community. This includes a wide range of events, such as monthly happy hours and story times, quarterly trivia nights, wine tastings, and teen events, as well as annual events for holidays like Halloween, Christmas, and Easter. Other events include movie nights and community potlucks a few times a year and an annual reptile show and casino night. The coordinator is also responsible for all event advertising and resident communication, with all materials and content subject to review and approval by the Clubhouse Manager. E-blasts must be sent at least seven days prior to the event, and a Google map must be created at least one day prior to garage sales.

4.3.2. Financial and Administrative

The coordinator must manage and adhere to the budgeted line items for events and provide monthly event financial summaries to the Clubhouse Manager. They are authorized to purchase and display seasonal and event decorations and to purchase event supplies with the District-supplied credit card, submitting invoices and receipts monthly. The coordinator also assists in managing the private events calendar for the clubhouse, completing rental forms, and coordinating pre-event setup and staffing with renters and stakeholders.

4.4. General Services and Reporting

In addition to the specific services detailed above, the vendor is responsible for several general duties that are essential for the overall operation of the District. This includes providing a 24-hour emergency contact person and an on-call manager for after-hours emergency calls. The vendor must also develop and maintain an Emergency Response Plan, which must be approved by the District and updated annually. For all incidents and accidents, the vendor is required to prepare reports and forward them to the District Manager.

The contract also provides for additional services that may be required from time to time, such as attendance at extra meetings or litigation support. The vendor must provide a detailed description and fees for such additional services for approval by the District prior to commencing any work.

4.5. Public Access and Security Coordination

As a public entity, the District's facilities are open to the public, and the vendor is responsible for enforcing all access and guest policies to protect community assets and resident safety. While the District contracts separately for security services and the property management firm shall not have direct oversight of the security provider, the vendor is required to coordinate with the security provider on access control procedures and ensure a cohesive emergency response. This includes documenting and reporting security incidents and coordinating with law enforcement when necessary. The vendor must also manage non-resident access protocols and any associated fees as directed by the District.

4.6. Technology and Communications

The vendor is responsible for implementing and utilizing effective technology to streamline operations and enhance resident communication. This includes using workflow management tools for prioritizing and tracking on-site staff projects and activities. The vendor must also manage and maintain the District's technology systems, including Wi-Fi, security systems, and access control systems. They must make regular updates to the District's database and website. In line with best practices, the vendor should provide a robust communication strategy for residents to reach the management team and be available with quick acknowledgment. This includes providing a plan for a resident-facing portal for amenity reservations and a centralized communication hub. The vendor must maintain a log of all resident complaints and feedback, which should be reviewed and summarized on a monthly and quarterly basis.

5. Service Level Agreement (SLA)

5.1. Performance Metrics and Standards

The Service Level Agreement (SLA) is a critical component of the contract, establishing a clear framework for performance measurement and accountability. It defines the minimum acceptable performance standards for all services provided by the vendor.

5.1.1. Response and Resolution Times (Tiered)

To ensure prompt and effective handling of all issues, the SLA will implement a tiered system for response and resolution times based on the urgency and nature of the problem. The system will be structured as follows:

- **Critical Issues (e.g., life-safety incidents, major facility damage, pool closures):** Response required immediately, with an on-call manager available 24/7. All critical incidents must be reported to the District Manager immediately and followed by a written incident report within 24 hours.
- **Major Issues (e.g., significant maintenance failures, vendor deficiencies):** Initial response required within four hours of notification. Resolution initiated within 24 hours.
- **Minor Issues (e.g., non-urgent resident complaints, cosmetic repairs):** The vendor must acknowledge resident requests, inquiries, and complaints within 72 hours. Resolution initiated within 10 business days.

This tiered approach ensures that resources are allocated effectively to address the most pressing issues first, while still maintaining clear expectations for the handling of all operational matters.

5.1.2. Acceptance Criteria and Quality Metrics

Acceptance criteria are measurable benchmarks that determine whether a service has been delivered successfully. The SLA for the Beach CDD will include specific acceptance criteria, such as:

- **Facility Operations:** The vendor must achieve 99% uptime for all amenity facilities during operating hours. The resident complaint response must have 95% compliance with the 72-hour timeframe. The event cancellation rate should be less than 5% annually.
- **Aquatics Maintenance:** All pool operations must comply with the Florida Administrative Code, Chapter 64E-9, including maintaining pH levels between 7.2 and 7.8 and chlorine levels between 1 and 10 ppm. There must be zero findings on annual pool health department inspections.
- **Maintenance Standards:** Weekly property inspections must be completed at a 100% rate. Work order completion must be at a 95% rate within the specified SLA timeframes. Preventive maintenance schedules must be adhered to at a 100% rate.
- **Financial Performance:** Monthly reports must be submitted on time at a 100% rate. Revenue must be deposited within five business days of collection at a 100% rate. Audit findings must be resolved within 30 days.
- **Resident Satisfaction:** The annual resident satisfaction survey must show a minimum of 75% "satisfied" or higher. The complaint resolution rate must be 95% within SLA timeframes.

5.2. Remedies for Non-Compliance

A robust SLA includes clearly defined consequences for failing to meet performance standards. The

Beach CDD contract outlines a series of remedies to protect the District's interests and ensure accountability. The primary remedy is a tiered termination clause. In the event the vendor fails to perform its duties, the District will provide a written notice specifying the failure and allowing a ten-calendar-day period to cure the default. If the default is not cured within this timeframe, the District may terminate the agreement immediately.

The contract also includes specific financial remedies for non-compliance, such as liquidated damages ranging from \$500 to \$2,500 per violation depending on the severity. For late reporting, a penalty of \$100 per day after the due date may be applied. Failed inspections due to contractor negligence may result in a penalty of \$1,000 plus the cost of re-inspection.

Furthermore, the District retains the right to terminate the agreement "without cause" by providing a 60-day written notice. This provision is a crucial risk management tool, providing the District with the flexibility to end the contract if the partnership is not working as expected, even in the absence of a specific breach or default. This protects the District from prolonged periods of sub-par performance that may not rise to the level of a curable default but still negatively impact the community. In the event of any termination, the vendor agrees to accept the balance due for work performed up to the termination date as the sole means of recovery.

6. Required Vendor Reports

To ensure full transparency and accountability, the vendor is required to submit a comprehensive and detailed set of reports on a regular basis. These reports provide the District with the necessary documentation to monitor performance, manage budgets, and make informed decisions about the community's operations.

The following table consolidates all required reports as stipulated in the provided documents and the contract:

Table 1: Required Vendor Reports and Cadence

Report Name	Frequency	Recipient	Required Content
Weekly Operations Report	Weekly	District Manager	Maintenance actions, administrative actions, incidents, issues, and recommendations.
Monthly Operations Manager Report	Monthly	District Manager	Details on maintenance actions, administrative actions, incidents, issues, resident payment log, and expenditures with the District credit card.
Monthly Receipts & Invoices	Monthly	District Manager and Board	Receipts and invoices for supplies, consumables, and other items purchased with the District-supplied credit card.
Amenity Access Card Log	Monthly	District Manager and Board	A detailed log of all access card transactions.
Cash & Check Transaction Log	Monthly	District Manager	An Excel log of all cash and check transactions, along with timely deposit of revenues.
Event Financial Summary	Monthly	Clubhouse Manager	A summary of revenues and expenditures for each event.
Landscape Maintenance Inspection Report	Monthly	District Manager and Board	A report from the landscape inspection, including recommended action items.
Water Usage Report	Monthly	District Manager	An Excel spreadsheet with usage by meter, reviewed for any atypical usage.
Resident Complaints Log	Monthly	District Manager	A log detailing the date received, issue description, action taken,

			and resolution date for all complaints.
Incident Report Log	Monthly	District Manager	A log detailing the date, time, nature, response, and follow-up actions for each incident or accident.
Resident Feedback Summary	Quarterly	District Manager and Board	A summary of all resident complaints, concerns, and suggestions, along with recommendations for operational improvements.
Performance Dashboard	Quarterly	District Manager and Board	SLA compliance metrics, resident satisfaction summary, event attendance and feedback, staff performance evaluations, and vendor assessment scores.
Compliance Reporting	Quarterly	District Manager and Board	Safety incident summary, regulatory compliance status, insurance and certification renewals, and policy violation trends.
Resident Satisfaction Survey	Annually	Board of Supervisors	A formal resident satisfaction survey, with findings, analysis, and proposed actions presented to the Board.
Budget Recommendations	Annually	District Manager and Board	Estimates for staffing, programming, maintenance, and capital improvements for the annual budget.
Capital Reserve Plan Recommendations	Annually	Board of Supervisors	Recommendations on which capital items need to be serviced or replaced in the near future and which can be postponed.

The vendor is also required to maintain documentation of all employee training and certifications and provide these records to the District upon request. All public records, including electronically stored documents, must be provided to the District in a format compatible with Microsoft Word or Adobe PDF.

7. Proposal Submission Requirements

7.1. Comprehensive Checklist for Proposal Submission

To ensure that each proposal is complete and can be evaluated fairly and efficiently, proposers must include all of the following documents in their submission:

- Completed proposal forms as set forth herein, including all general proposer information.
- A complete pricing proposal, including a three-year pricing plan and any discounts for multiple services.
- At least three references from projects of similar size and scope.
- Completed forms detailing the firm's legal, regulatory, and safety compliance history.
- A plan of transition, describing the proposer's anticipated activities to ensure a smooth transition of services.
- A written response describing why the firm is the right fit for the community and what makes the firm unique among other providers.
- Proof of current insurance coverage, including all required liability and workers' compensation policies and limits, along with expiration dates.
- A list of all applicable state and federal licenses and confirmation of their good standing.
- A detailed organization chart of all proposed personnel.
- A detailed plan breaking down the scope and process of monthly field inspections by area.
- Any optional alternative proposal the firm wishes to submit.

7.2. Pricing Proposal Forms

The District requires a detailed pricing breakdown for all proposed services. The proposer shall use the following forms to submit their pricing information. The pricing must be provided for a three-year period and should clearly segregate any amounts being paid to a subcontractor from the proposer's markup. Proposers may submit proposals for one or more services and must identify any discounts for being chosen for more than one service.

Proposed Fee for Amenity Management and Staffing

Position	Year 1	Year 2	Year 3
Field Manager	\$ _____	\$ _____	\$ _____
Maintenance Technician	\$ _____	\$ _____	\$ _____
Clubhouse Attendant	\$ _____	\$ _____	\$ _____
Event Planner	\$ _____	\$ _____	\$ _____
Seasonal Pool Attendants	\$ _____	\$ _____	\$ _____

7.3. Proposer Questionnaire

In addition to the forms, the proposer must provide detailed written responses to the following questions to allow the District to better understand the firm's philosophy and capabilities:

- What transition activities do you anticipate? Your plan of transition.
- Describe why your company is right for our community.
- What makes your company unique among other property management providers?.
- Anything else you would like to share about your company?.

7.4. Formatting and Delivery

All proposals must be submitted in a clear, well-organized format, with a table of contents and appropriately numbered sections. All responses must be submitted electronically no later than **Monday, September 1st, 2025 at 12:00 p.m. (EST)** to Jackie Leger at jleger@vestapropertyservices.com. Questions about this RFP should be directed in writing via email to the District contacts listed. The District reserves the right to reject any or all proposals and to waive any technical errors or irregularities if it is deemed to be in the best interest of the District to do so.

Appendix A: Evaluation and Selection Criteria

A.1. Evaluation Process

The District will conduct a comprehensive, multi-phase evaluation process to select the most qualified firm. This process is designed to ensure a fair and thorough review of all proposals, prioritizing a combination of experience, technical expertise, and financial value. The evaluation will be conducted by District staff and the Board Committee. The process includes the following phases:

- **Phase 1 - Initial Screening:** This phase involves a check for compliance with minimum qualifications, completeness of the submission, and verification of insurance and bonding.
- **Phase 2 - Technical Evaluation:** A detailed evaluation of the proposals will be conducted by District staff and the Board committee. This phase includes reference interviews and site visits, as well as an assessment of the financial proposal and its impact on the budget.
- **Phase 3 - Finalist Selection:** The top-ranked proposers will be invited to give oral presentations and participate in interviews for key personnel. Following these presentations, a final ranking and recommendation will be made.

A.2. Evaluation Criteria and Weighting

The proposals will be scored based on a set of weighted criteria to ensure a balanced and objective assessment. The District explicitly reserves the right to award the contract to any proposer, not necessarily the one with the lowest cost, as it prioritizes the best value and proven capability. The criteria and their associated weightings are as follows:

Criteria	Weight
Experience and References	25%
Technical Approach and Methodology	25%
Staffing Plan and Qualifications	20%
Financial Proposal	20%
Transition Plan and Implementation	10%

A.3. Detailed Selection Criteria

The scoring for each criterion will be based on a detailed set of factors to guide the evaluation process:

- **Experience and References (25%):**
 - Similarity of projects managed.
 - Length of client relationships.
 - Quality of reference feedback.
 - Demonstrated problem resolution capabilities.
 - Industry reputation and recognition.
- **Technical Approach and Methodology (25%):**
 - Quality and thoroughness of the service delivery methodology.
 - Technology platforms and tools utilized.
 - Quality assurance programs.
 - Innovation and best practices demonstrated in the proposal.
 - Approach to regulatory compliance.

- **Staffing Plan and Qualifications (20%):**
 - Qualifications and experience of key personnel.
 - Appropriateness and clarity of the organizational structure.
 - Staff retention strategies.
 - Training and development programs.
 - Local market knowledge.
- **Financial Proposal (20%):**
 - Cost competitiveness and clarity of the fee structure.
 - The overall value proposition.
 - The financial stability of the proposing firm.
 - Demonstrated cost control and efficiency measures.
- **Transition Plan and Implementation (10%):**
 - Realism of the transition timeline.
 - Strategies for risk mitigation.
 - Service continuity assurance.
 - Approach to change management.

EXHIBIT 11

Proposed hours for Amenity Center:

Days	Kaylee			Oliver	
	Time	Hours		Time	Hours
Mon.	9-6	9		Off	0
Tues.	off	0		9-6	9
Wed	off	0		9-6	9
Thursday	12-6	6		9-2	5
Friday	9-3	6		12-6	6
Saturday	9-3	6		12-6	6
Sunday	12-6	6		Off	0
Total hours per week		33			35

Total hours gives extra time for events; time for planning together Thursday, Friday, and Saturday. Also time for shopping when there are 2 in center, one can leave to shop during their hours.

Friday and Saturday when there are big events—hire part time to come in to work event or part time to work morning hours 9-2. Add this cost @ \$25. An hour to the cost of event.

2nd option- email blast saying Amenity Center will be closed in the morning till 12 because of the event.

There are only a couple of events this would apply: Casino Night, Trivia, Valentines, Halloween, and White Elephant.

Another option Monday, Tuesday and Wednesday only open till 5:00 pm so staff is not working 9 hour day.

During any event have a sign on desk with a notebook for residents to sign up for appointment or just a call back after event. We only need 1 on staff during most events and during most hours open.

Reasoning for these hours is to eliminate Breezeway staff and for our amenity staff to enforce our policies. Peak time in Fitness Room is from 8-10 and this would work to enforce policies.

EXHIBIT 12



January 20, 2025

12788 Meritage Boulevard
Jacksonville , FL 32246

Attn: Ron

Re: Sulfur applications on Cassia Way

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Beach CDD**. Specifically, the scope of work shall be as described here in.

Scope of Work: We will add 5 applications of ammonium sulfate to the 3 pocket parks on Cassia way. The ammonium sulfate will bring the PH level down .3 each application to a neutral ph of 6.1.

Miscellaneous:

Description
Ammonium Sulfate

Total price* : \$5,850 _____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the

customer immediately and bill for the additional costs on a time and materials basis.

- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be

covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.

- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

Acceptance of Proposal:

Ron Zastrocky

Ruppert Landscape, Inc.

Kyle Carasea

813-293-0587 cell

kcarasea@ruppertcompanies.com

Date: _____

EXHIBIT 13

Chair Korsakova:

Ron advises that Ruppert, DE and he met on site and agreed that stone is really the only thing which would stay during heavy rain. It was also determined that a vertical French drain would not be beneficial for fast running water.

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law.

Sincerely,



David C. McInnes
District Manager
P. 321-263-0132 (ext. 193)

Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
www.VestaPropertyServices.com



[Careers](#) | [Request Proposal](#)



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From: Elena Korsakova <boardmember1@beachcdd.com>
Sent: Friday, February 7, 2025 2:47 PM
To: David C. McInnes <dmcinnes@vestapropertyservices.com>
Subject: Re: Beach CDD (2/6/2025 Workshop Follow Up)

David,
I would like all party agree on what is the best fix, especially engineer. Please proceed.
Elena Korsakova
Beach CDD Board Member

904-881-7259
3070 Pescara Dr

PLEASE NOTE that any written communication with me (emails, Facebook messages, etc.) is subject to a public records request.

On Feb 7, 2025, at 2:11 PM, David C. McInnes <dmcinnes@vestapropertyservices.com> wrote:

Chair Korsakova:

To answer your question, the 10/4/2024 email is the last one from Scott Wild on this matter.

That said, the river rock suggestion came about based on observations made by Kyle (Ruppert Landscaping) and Ron. There were heavy rains after the 10/4 email from Scott and it was noted that mulch floated down and covered the existing drains. Based on their observations, they believed that even if the District's property was regraded, that the slopes associated with the residential properties would cause continued issues if work was done per Scott's recommendation. Therefore, river rock was suggested as the most likely solution to the drainage problem.

I could ask Scott to reassess his recommendation taking into account the observations made by Ron and Kyle, especially with respect to issues that the residential properties may contribute to Scott's proposed "fix".

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law.

Sincerely,

<image001.png>

Your Community.
Our Commitment.

David C. McInnes

District Manager

P. 321-263-0132 ext. 193

Vesta District Services

250 International Parkway

Suite 208

Lake Mary, FL 32746

www.VestaPropertyServices.com

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January 30, 2025

12788 Meritage Boulevard
Jacksonville , FL 32246

Attn: Ron

Re: Tamaya River Rock

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Beach CDD**. Specifically, the scope of work shall be as described here in.

Scope of Work: This proposal is to install river rock in the buffer area on Costas Way. The rock will help with adding a ground cover, but not clogging the storm drains when it rains.

Materials:

Description	Quantity	UM/Size
River rock 1"-1.5"	28	Yds

Miscellaneous:

Description
Weed Barrier
Equipment

Total price* : \$20,843 _____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The

customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with

any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.

- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

Acceptance of Proposal:

Ron Zastrocky

Ruppert Landscape, Inc.

Kyle Carasea

813-293-0587 cell

kcarasea@ruppertcompanies.com

Date: _____

EXHIBIT 14

Big Jerry's Fencing
3653 Regent Blvd Ste 402
Jacksonville, FL 32224
USA
+19044762528
infofl@bigjerrysfencing.co
m



Estimate

ADDRESS

Beach CDD
250 International Parkway,
Suite 208
Lake Mary, FL 32746

ESTIMATE # 13214

DATE 07/31/2025

EXPIRATION DATE 09/30/2025

SALES REP

Robert

DEPOSIT

50%

JOB NAME

Cabana Fence Flat Top-Standard

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/11/2025	3 Rail Aluminum Cabana Fencing: 48ft of 6' tall black aluminum 3 rail fencing. Commercial grade with 3/4" pickets. 2x2 Posts set roughly 2' deep with concrete footers. Cabana Fencing: Add in a 57.5" wide x 6' tall aluminum single gate. Industrial grade gate with 1" pickets. Includes self closing hinges. Includes 3"x3" gate posts.	1	5,050.00	5,050.00
09/11/2025	Core Drill Cabana Fencing: Landscape Requires Core Drill	1	500.00	500.00
09/11/2025	Fence Removal 48ft of Removal of existing fence to be hauled away, overgrowth and vegetation may cost more	1	300.00	300.00

I have attached your estimate, blank contract, and terms. Please confirm everything looks correct. We require a deposit and signed contract before scheduling installation. Let us know how you would like to proceed, and we look forward to hearing from you again soon. If we can be of any further assistance or if you have any questions or concerns, please do not hesitate to contact us.

TOTAL

\$5,850.00

Accepted By

Accepted Date

EXHIBIT 15



June 24, 2025

**12788 Meritage Boulevard
Jacksonville , FL 32246**

Attn: RonRon Zastrocky

Re: Artificial turf around pool palms

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Beach CDD**. Specifically, the scope of work shall be as described here in.

Scope of Work: This proposal is to install artificial turf around the 12 palms directly next to the pool. The rock will be removed and the bubblers will be relocated in order to still provide water to the palms. All material will be cleaned up and hauled off site.

Miscellaneous:

Description
Artificial turf installation

Total price* : \$6,718_____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the

Ruppert Landscape, Inc.
2105 Harbor Lake Drive ■ Fleming Island, FL 32003
Office 904-778-1030 ■ Fax 301-482-0303 ■ www.ruppertlandscape.com

customer immediately and bill for the additional costs on a time and materials basis.

- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be

covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.

- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

Acceptance of Proposal:

Ron Zastrocky

Ruppert Landscape LLC

Kyle Carasea

813-293-0587 cell

kcarasea@ruppertcompanies.com

Date: _____

EXHIBIT 16

ESTIMATE

EStatic, LLC
122 Terracina Dr.
Saint Augustine, FL 32092

jenie.estatic@gmail.com
+1 (904) 477-4951



Tamaya HOA

Bill to
Ron Zastrocky
Beach CDD
c/o Vesta Property Services
12788 Meritage Blvd.
Jacksonville, FL 32246

Ship to
Ron Zastrocky
Tamaya HOA
c/o Vesta Property Services
12788 Meritage Blvd.
Jacksonville, FL 32246

Estimate details

Estimate no.: 1135
Estimate date: 03/04/2024
Expiration date: 05/04/2024

#	Product or service	Description	Qty	Rate	Amount
1.		Light Wash, sand, solvent clean, mask, electrostatically refinish, and application of numbers to individual boxes:			\$0.00
2.	Services	Community Mail Boxes and posts	45	\$600.00	\$27,000.00
3.		-Customer agrees to complete a pre-inspection of boxes with E Static prior to work. We require all boxes to be secured and locked before project.			\$0.00
4.		Terms: 25% Deposit required at start of project, remaining is due upon completion.			\$0.00
5.		Color: Semi Gloss Black Paint: Catalyzed Acrylic Urethane Primer: Epoxy			\$0.00

Total \$27,000.00

Note to customer

Thank you for the opportunity to present this updated estimate.
Please contact us with any questions.

Expiry date 05/04/2024

Accepted date

Accepted by